



Regents Park Community College – Lettings Terms & Conditions

Hirers accept the terms and conditions laid down in this document. The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

Bookings are only taken from adults over the age of 18.

Prospective hirers shall submit a completed written application form to the school at least seven days before the use is required.

The contract for the hire of the school's facilities shall not be deemed complete until the application form and these terms and conditions have both been signed by the hirer and then accepted by email or in writing by the school to confirm the booking. If the application form is completed electronically, the applicant accepts that they are entering into a legally binding agreement.

Clubs and individual coaches or leaders should carry their own public liability insurance. All hirers are required to accept responsibility for any damage to the premises and school equipment, for the loss of any equipment and for third party claims involving injury to persons or damage to property except when caused solely by the negligence of the school.

A copy of a current Public Liability Insurance (PLI) Certificate must be provided with the completed lettings application form prior to commencement of any hire/s. Updated copies must be provided for on-going hires. The level of (PLI) liability held must be at least £5,000,000.

The charges for hire are set out on the attached sheet. These prices will be revised annually in keeping with rising costs.

Facilities should normally be available to a hirer from **10 minutes before** the hire period commences until **10 minutes after** the hire period ends - to provide time for preparation and cleaning. Hirers are requested to observe the start and finish times of their booking and then vacate their area promptly. An additional charge maybe applied if this is not adhered to.

Where rates are shown both inclusive and exclusive of V.A.T. for the same unit of accommodation or facility, the rate inclusive of V.A.T. will be payable unless certain conditions laid down by H.M. Customs and Excise are met. These conditions include a requirement that the booking covers a series of lettings extending over a period of generally three calendar months and consisting of at least ten individual hire periods normally occurring not less frequently than once a fortnight. A Request for VAT Exemption form must be completed for exemption from VAT charges.



A hirer shall be responsible for the prompt payment of the appropriate charges on receipt of an invoice. An additional charge maybe applied if this is not adhered to. All charges shall be paid to: Southampton City Council

Regents Park Community College reserves the right to amend, refuse or cancel a letting without notice whenever this is deemed to be in the best interests of the school and its affairs. Every effort shall, however, be made to give reasonable notice to a hirer to offer alternative solutions where applicable. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

A hirer may amend or cancel a hire provided that written or electronic notice of amendment or cancellation is received by the school at least seven days before the period of hire. If less notice than this is given, the hirer will still be liable for the cost.

The hirer shall not sub-let any of the premises under the hire. The hirer shall not use the premises for any purpose other than that agreed upon in the application form. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the hire.

The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

During the Christmas break and on bank holidays we do not take any bookings, as the site is closed. Bookings can continue throughout the other school holidays.

The school shall not be liable for any loss due to failure of supply of electricity, leakage of water, fire, act of god, which may cause the facility booked to be closed or the hiring to be interrupted or cancelled.

No booking will be allowed which involves the use of chemicals, fire or fireworks. Great care must be taken at all times by the hirer to ensure that no hazardous materials or substances are brought onto the premises.

The hirer shall not permit the premises to be used for any political purposes.

The organisers/group leaders/tutors/coaches are responsible for ensuring that their group, and those associated with their group, behave appropriately. Parents should either stay with their child/ren or wait outside and must not use the Main Reception as a waiting area.

The hirer is responsible for ensuring that the premises, facilities and equipment are all properly cared for and stored correctly. All litter is to be collected at the end of the session and must be placed in the bins provided and also that the climbing of any fencing is strictly prohibited.

The hirer shall, during the period of hiring, be responsible for the efficient supervision of the facility booked including the effective control of children, the orderly and safe admission and departure of persons to and from the facility booked; the safety of the

facility booked and the preservation of good order and decency there in; ensuring that all doors and gates giving access from the facility booked shall be kept unfastened and unobstructed and immediately available for exit during the whole time the facility is booked and in use and no obstruction shall be placed or allowed to remain in any corridor giving access from the facility booked.

The hirer should also ensure that every member of their group is aware of the hazards of speeding in the school car park and to observe the 5 mile per hour speed limit. Parking in the designated disabled bays in the school car park is prohibited unless a parking card for disabled people is clearly displayed and the zoned "strictly no parking" area must always be kept clear for emergency vehicles.

The hirer and their group are to report to Main Reception on their arrival where they will be directed to their hired facility. Group leaders/tutors/coaches are responsible for ensuring that their group is signed in at Main Reception.

The hirer is responsible for taking a register of who is on site taking part in their activity. This should be taken at the start/end of the event to ensure all users are accounted for. The register should also be taken in the event of a fire. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of an emergency. By signing the booking form, a hirer accepts that they have been made aware of and are familiar with the school's fire evacuation procedures by participating in a fire drill once every Academic Year.

The school is dedicated to ensuring the safeguarding of its students at all times. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs when students may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

All adults involved with groups where children (under 18 years) or vulnerable adults are participating will have a current DBS at an appropriate level and must attest to be compliant with all current DBS checks by signing the booking form. No access to any changing facilities being used by children will be permitted until the previous group has vacated them. This is particularly relevant for the first hirers after the school day when all school students must be confirmed clear by a member of school staff before entry will be allowed. Each term all adults working with your group may be asked to hand in copies of their DBS certificates for checking.

Children should be under the guidance of supervising adults at all times, running and games are not permitted in buildings other than designated Hall and Gym.

It is the hirers' responsibility to ensure that all adults working with the children are adequately trained and have the appropriate DBS clearance level. All hirers will need to provide written confirmation of names, disclosure number and date of disclosure for all adults undertaking activities for their organisation/club to RPCC. Hirers will also be required to bring photo ID with them at all times.

The organiser is responsible for ensuring that any activities for children are supervised by two responsible adults and that they have a Designated Safeguarding Officer on site at all times. This Designated Safeguarding Officer, must have the relevant training and update this training yearly. Training must include; Prevent and Radicalisation and they should have good knowledge regarding safeguarding issues that young people are faced with e.g. sexting, grooming, peer on peer abuse etc. The organiser must have a clear safeguarding policy that includes health and safety and the photography of young people engaging with the activities. The organiser and its employees must also know how to refer safeguarding issues to MASH. All groups working with children are required to ensure that all of their paid and volunteer staff has been cleared by an enhanced check with the Disclosure and Barring Service

In case of a safeguarding issue please contact reception and ask for Mr D Strange (Designated Safeguarding Lead) on 023 8032 5444. Or contact MASH (Multi agency safeguarding hub) Southampton 02380 833336/02380 832300 (Office hours) 02380 233344 (Out of hours). Regents Park Community College safeguarding and child protection policies can be found on the school website.

If you believe a child to be at immediate risk of harm, or that harm has occurred, please contact the Police.

Approval to use the facilities will not imply that seating accommodation or tables shall necessarily be provided, but such suitable chairs and tables as are available may be used. If a large number of chairs or tables need to be moved, the hirer shall be responsible for providing assistance to the site caretaker, both before and after the period of hire.

Approval to use the school's educational equipment (pianos, projectors, physical education equipment etc.) shall be subject to the Lettings Officer being satisfied that a competent person will supervise the use. Hirers are responsible for setting up and returning any equipment used during their hire. An additional charge maybe applied.

The hirer is responsible for ensuring any electrical items brought into the school are PAT tested, and Regents Park will not be held responsible for any injury due to failed electrical equipment.

The hirer is responsible for their own first aid and the provision of a first aid kit. The use of the school's first aid kit resources is not available. The exception to this ruling is the use of the school defibrillator should the need arise.

The hirer is also advised to ensure a member of the hirer's club or organisation are appropriately qualified as a first aider, as the school cannot provide first aid support. All injuries and accidents must be recorded and reported in the school accident book which is located in the site office. This is a requirement of RIDDOR. Should we require further details you will be contacted.

The hirer is responsible for the health, safety and wellbeing of all members of the group when engaged in swimming and for the provision of qualified lifeguards. **No group member is to be in the pool area prior to the arrival and after the departure of the hirers' qualified lifeguard.** (Notes for guidance are attached).

All-weather pitch – Please help support the school in maintaining our all-weather pitch by following these rules at all times.

- **NO** food
- Drinks in plastic bottles only, **NO** cans or glass
- No naked flame, cigarettes, cigars, etc.
- Dispose of chewing gum, bottles, etc. properly in the bins provided outside of the pitch
- Ensure all five a-side goals, posts and dividing nets are secure before playing and, if they are moved, are returned to their original position
- Football boots with rounded moulded studs only, no straight edges and no metal studs
- Astro trainers or Astro boots
- Sports trainers with suitable grip (Football boots or Astro trainers are safer)
- **ALL** footwear **MUST** be clean and free of mud, grass and grit before going onto the pitch

An additional charge maybe applied if this is not adhered to.

From September through until April, we are unable to take bookings for the use of the all-weather pitch after dusk, as it is not floodlit.

In general, you are responsible for maintaining and looking after the fabric of the building which you have hired, and you should minimise any disturbance to local residents.

No notices/posters etc. may be mounted, by any substance, on painted walls or surfaces. Posters may be given to the Facilities/Business Manager for display on the school website.

A hirer shall conform to the detailed provisions relating to the use of the Authority's premises for music, dance, drama, films, gambling or public entertainment as laid down by Southampton City Council as a condition for granting a theatre licence or entertainment licence. (These licences are not necessarily in force but must be applied for if required). **Specifically, all music and noise must stop at 10.30pm.**

Please leave quietly at the end of your session, without causing annoyance to local residents.

The hirer must ensure that during use of the facility booked it does not infringe any copyright or allow any copyright to be infringed. Copyright licences are generally required for public performances of musical or dramatic works. Hirers must ascertain whether a licence is required for any such public performances of copyrighted works.



If a licence is required, hirers must obtain the licence at their own expense and ensure full compliance with the restrictions based upon that licence and pay all composers, authors, publishers and other fees and royalties which may be payable in respect of the copyrighted works.

The hirer will acquire all appropriate additional licences for any activities they are running and is responsible for carrying out any risk assessments relating to the activities.

Regents Park operates a no smoking policy and this includes electronic cigarettes. This applies to all areas of the school and its grounds at all times.

Alcohol and drugs may not be brought onto, nor consumed on, the premises at any time.

Food and drink must be consumed only in the hall, dining room or designated areas unless prior arrangement has been made with the School. No food or drink may be consumed in the gym or in the swimming pool. **(CHEWING GUM IS PROHIBITED).**

Dogs and other animals may not be brought onto the premises at any time. The **ONLY** exception to this rule is if hirers or a member of their group have a Registered Assistance Dog.

In the event of any matter arising in connection with the hiring of the facility booked which is not covered by these terms and conditions or in any agreement entered into between the school and the hirer the school shall have full power and authority to deal with it at their sole discretion.

The hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the school or the facility booked or which would or might vitiate in whole or in part any insurance effected in respect of the school and facility booked.

The Headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect without liability on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff



- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the school whose decision will be final.

Regents Park Community College is committed to protecting the privacy of your data. We wish to respect any personal data you share with us and keep it safe. We aim to be clear when we collect your data and not do anything you wouldn't reasonably expect.

At Regents Park Community College we collect, process and store personal information (meaning information that relates to you from which you can be identified such as your name, address and other contact details) in accordance with our obligations under the General Data Protection Regulations.

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when booking our facilities, then you can be assured that it will only be used in accordance with this privacy statement.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting.

Regents Parks' aim is to offer all its users a friendly and organised environment. We ask that you would report any damage, accidental or otherwise, to the site caretaker or School. If you have any queries about these terms and conditions, or any aspect of your use of the facilities, please contact the school via email info@regentspark.southampton.sch.uk

I have read and agree to the terms and conditions:

Signed :.....

Date:

Print Name:

Organisation: