

# **South Dartmoor Community College**



**Ashmoor**  
Sports Centre

## **Conditions of Contract**

### **2021/2022**

### **Application and Fees**

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges agreed by South Dartmoor Community College (SDCC). SDCC reserves the right to alter or revise these charges at any time.
3. The fee for an occasional hiring shall be paid to the person authorising the hiring within five days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of clause 4. In the case of a long-term letting SDCC may at their discretion permit the periodic payment of hire charges in arrears.

### **Cancellation**

4. SDCC, or the Accounting Officer on their behalf must reserve the right at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of their premises on any particular date. In such event SDCC shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
5. If the hirer shall cancel the hiring of the premises, then SDCC shall be entitled to retain or demand as the case may be, the whole fee paid in respect of such cancelled hiring. PROVIDED THAT notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer, subject only to any necessary deduction or payment in respect of reasonable administration expenses already incurred by SDCC in respect of that hiring.
6. Bookings are taken subject to the College premises not being subsequently required by SDCC for Parliamentary, Local Government elections, or College examinations and in the event of the premises being so required, the College will refund to the Applicant all charges made by SDCC and already paid by the Applicant. SDCC shall not be liable to pay any compensation for any loss incurred by the Applicant.

### **Furniture and Equipment**

7. The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only, unless prior consent of the SDCC has been sought and received for the use of other furniture or equipment. The use of such other furniture and equipment shall lead to an additional charge being paid by the hirer and to such conditions as the SDCC may require.

### **Kitchen Facilities**

8. Kitchen facilities and facilities for the preparation of refreshments are not included in the hiring, unless prior consent for the use of such facilities has been given on behalf of SDCC.

### **Health, Safety and Conditions of Premises**

9. The hirer/hirers shall during the hiring be responsible for:
  - (a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded.
  - (b) The efficient supervision of the hired premises and for the orderly use thereof including the observance of 'NO SMOKING including e-cigarettes' on the entire College campus as a whole by all hirers and attending visitors.
  - (c) Making sure participants or spectators do not bring dogs onto site.
  - (d) Ensuring that all doors allowing exit from the hired premises are kept unfastened and unobstructed, and that no obstruction is placed or allowed to remain in any corridor giving access to or exit from the hired premises.
  - (e) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned.
  - (f) Familiarising themselves with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes including fire assembly point (the playground opposite the main College carpark).
  - (g) Ascertaining the location of the nearest emergency telephone.
  - (h) The provision of a first-aid kit and qualified first aiders appropriate to the activity.
  - (i) Complete a risk assessment prior to use of the facility and share with the Community Sport Development Manager 36 hours prior to hiring.
  - (j) Carry out a visual inspection in accordance to the risk assessment at the beginning of every session.
  - (k) Making the College aware of any updates to contact details for the person who is hiring the venue or provide an alternative contact in the event of their absence/emergency.
  - (l) Have up to date copies of consent form/medical questionnaires for those attending the sessions which are ready.
  - (m) Report first aid incidents to the Sport Centre Reception so that they can be logged and actioned accordingly.
  - (n) If there are any concerns to the hire of premises, these should be highlighted to a member of College staff prior to the session starting so that the issue can be resolved.
  - (o) Removing rubbish and taking this to the College's Recycling Centre (located behind the Dining Hall). It is important that rubbish is sorted appropriately and bagged correctly.

- (p) Supplying own cleaning equipment if the hiring knows that the premises will require cleaning after use for example clearing up after a show.
  - (q) Making sure that individuals are aware and adhere to the banning of spray glitter as used on College site due to its environmental impact.
10. The hirer shall at the end of the hiring be responsible for:
    - (a) Ensuring that the hired premises are vacated quickly and quietly.
    - (b) Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.
    - (c) If equipment is moved, for example football goals, then they are returned to their original positions ready for the next user.
    - (d) All litter should be placed in the bins provided.
  11. The hirer should report to the Ashmoor Centre/Caretaking Team any problems relating to College facilities or equipment straight away. The hirer must not attempt to move/relocate College equipment as this could cause disruption, damage or create health and safety risks.
  12. No nails, tacks, screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
  13. No alterations or additions to any electrical installations on the hired premises may be made without the consent of the SDCC. Electrical apparatus must be switched off after use and plugs removed from sockets.
  14. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of SDCC and pay for any damage thereto, (including accidental damage) caused by any act of neglect of himself, his agent or any person on the hired premises by reason of the use thereof by the hirer.
  15. It is understood and agreed that SDCC does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.
  16. Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it), otherwise requires, SDCC will not be responsible or liable in any way whatsoever or to any person whatsoever (and

whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) Any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person.
- (b) any loss or injury which may be incurred by or done or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer.
- (c) any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled.

and the hirer shall be responsible for and shall indemnify SDCC, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

17. For all coaching purposes SDCC strongly advises that hirers and clubs have their own Public Liability Insurance, including risk assessments/method statements to cover any claim arising from the coaching/training session, as clause 14 of our Terms of Hiring. Following National Governing body guidelines, the hirers Insurance should be in place to cover the type of sporting / pastime activity being taught, the coaching staff and their possible assistants, as well as those participating in the activity. SDCC believes it is best practice for 'participation only' activities, to take out their own Public Liability Insurance to cover themselves in event of an incident. Additionally, the College strongly advises all clubs/societies engaged with young people have their coaches/trainers/instructors to have a current enhanced DBS certificate in place.
18. When hiring the All-Weather Pitches, all spectators are to watch from the viewing platforms, outside of the playing area. No pushchairs, bicycles, sharp or heavy objects to be brought onto the playing surface.

### **Licences**

19. Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without the express consent of the SDCC having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for the hired premises and shall produce such Licence to SDCC if called upon to do so.
20. The hirer shall be responsible for obtaining any necessary music singing and dancing licence in connection with the proposed use of the hired premises and any Licence that may be required under the Theatres Act 1968 or any statutory modification or re-enactment of it.

21. No betting, gaming, lottery or gambling in any form shall take place on the hired premises without prior permission of SDCC.
22. No cinematograph exhibition or live performance to an audience shall take place on the hired premises without the prior permission of SDCC. If given, such permission shall be subject to any additional conditions the Chief Constable, Chief Fire and Rescue Officer or local authority may impose.
23. The hirer shall indemnify SDCC against any infringement of copyright which may occur during the hiring.

### **General**

24. The right of entry to the hired premises at any time during the hiring is reserved to officers and employees of SDCC and the head of the establishment or a person authorised by him/her.
25. The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.
26. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and the sub-hirer excluded from the hire premises.
27. Either the Accounting Officer or the person who authorised the hiring may give any notices or take any action necessary under this hiring on behalf of SDCC.
28. Access to the hiring venue is only permitted during the agreed allocated time slot. Consequently, do not try to gain access to the venue during another hirer's agreed time. If this action persists then the hirer may lose the right to hire from the College in the future.
29. The hirer's agreed time slot includes setting up and packing away. Furthermore, the users shall be accompanied by the person in charge of the session before the activity can commence.
30. Please note that hiring fees do not include the cost of caretaking or cleaning. If these services are required they must be agreed in advance with a quote being generated for the service and duration as required.
31. All equipment used after the hirer's session for example, football goals and benches, must be returned to the storage area. You may incur a caretaking fee of £15.50 per hour if not.

32. Week day evenings the last all weather pitch (AWP) bookings will finish at 9.30pm 'College Time'. A phased reducing of floodlights as necessary will indicate the session is over. Due to the time of year floodlights many not be necessary and in this instance a member of the Ashmoor Sport Staff will indicate that the session will have to finish. We ask that at this time users stop playing, collect their belongings, leave the playing area promptly and quietly.
33. 'College Time' is based upon the clocks in the Sports Hall and Ashmoor Sport Office.
34. Please ensure the hiring venue is left clean and tidy. You will incur a cleaning fee of £15.50 per hour if not.
35. Hirers are not authorised to borrow the College's sports equipment including kit, for instance, balls, zones, bibs, so therefore please remember to bring your own equipment.
36. When using the AWP's please ensure all players are familiar with the College's footwear rules of 'no blades or studs to be worn. As the organiser it is your responsibility to check that the College rules are adhered too. If you fail to do so access to the venue will be refused without further negotiation.
37. Use of the stage and/or grand piano is not included within the hire of the performance hall unless specifically noted in the booking. The stage is out of bounds unless a technician is present due to safety reasons. Hirers must rigidly enforce a no eating and drinking rule on stage.
38. When hiring the College's Performing Arts Department for shows and productions, hirers must have a consultation with the College's Performing Arts Manager. This will be discussed and arranged at time of booking.
39. Please refer to the Covid-19 College Expectation during the pandemic.
40. The College will not tolerate rudeness or aggressive behaviour to towards its staff.

These guidelines are in place to keep all users safe. Failure to comply with these could result in the cancellation of the booking.