

Community Lettings Terms and Conditions

The terms and conditions on which the premises are let are as follows:-

1. BOOKINGS & FEES

- 1.1. All Applications for the hiring of College premises must be made through the Community Coordinator.
- 1.2. Bookings can normally be accepted up to 6 months in advance of the event or the start of the block booking and for block bookings of up to 12 months from the start of the academic year (September).
- 1.3. Priority will be given to continuing hirers and those requiring an annual (50 week) agreement of weekly bookings which are continuous over the hired period excluding 2 weeks at Christmas.
- 1.4. A booking will only be accepted, subject to availability, upon receipt by the Community Coordinator of completed application forms and the appropriate Safeguarding and Health and Safety forms, submitted in writing or by email. All bookings will be confirmed in writing or by email by the Community Coordinator (*Bookings are not confirmed until such written confirmation is received.*)
- 1.5. The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally reviewed in April to take effect from **1st September** each year. Discounts are available for block bookings and where facilities are booked for regular use over an extended period. Standard and discounted rates are detailed in the Pricing Structure document, available on request.
- 1.6. All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable). Caretaking includes the setting up of furniture as required in function rooms, where requested by the hirer. It does not include the following:
 - Cleaning over and above normal periodic cleaning of the premises (See section 6.15 for the hirer's responsibilities for cleaning after an event)
 - Moving furniture in classrooms (See section 6.13 for hirer's responsibilities)
 - Charges for additional staff for events and functions for over 100 attendees or where food is consumed or where the event takes place over different parts of the school. In this case if additional staff are required to ensure the safety of the event attendees, other users and school property, then a charge will be made to cover wages. This charge will be set by consultation between the Community Coordinator and the Site Manager.
- 1.7. All charges will be invoiced in the month following the hire or the end of a 10 week block booking and are payable within **30 days** of invoice date. Please note that should invoices be unpaid for more than three months, the management will terminate the hire of the facilities until payment is met.
- 1.8. Cheques should be made payable to Cambourne Village College and sent to the Finance Office, Cambourne Village College, Sheepfold Lane, Cambourne CB23 6FR. Payment by BACS is preferred.
- 1.9. The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.
- 1.10. Bookings are made for a minimum period of 30 minutes in multiples of 15 minutes. **There will be a 5 minutes changeover time between ALL bookings** so that a 1 hour booking will last 55 minutes. For example a 19:00 to 20:00 booking will end at 19:55 and the hirer must cease their activity and clear away equipment at 19:55 so that the next hirer can begin their booking at 20:00. This includes where the booking is the last one of the day.

2. DEPOSITS

- 2.1. A non-refundable deposit of **25%** of the hire charge for each term may be required at the time of booking at the discretion of the Community Coordinator.
- 2.2. A refundable damages deposit of £200 will be payable at the time of booking for large events. This will be deducted from the final invoice if the premises are left in an acceptable condition after the event (See section 6.15)

3. CANCELLATIONS

- 3.1. Notice of cancellation must be given, in writing, to the Community Coordinator at least **14 days before the hiring date for a single booking**. If notice is not received in time then the Hirer will be liable for any costs incurred. Deposits are non-refundable.

- 3.2. Individual sessions of a block booking may be cancelled with 7 days notice and no charge will be incurred. If they are cancelled with less than 7 days notice a 50% charge will be incurred. If a session is cancelled with less than 24 hours notice the full charge will be incurred.
- 3.3. The Governing Body reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit. The Governing Body shall not be under any liability to the hirer for any loss or damage they may sustain arising out of such termination.
- 3.4. The Governing Body has the right to terminate a lettings contract with immediate effect if (in the opinion of the Head of School) the hirer has misused the premises. Liability is limited to monies paid.
- 3.5. The Duty Site Officer has the authority, at any time, to stop any activities considered inappropriate and, in exceptional circumstances, to evacuate the facilities.

4. **PUBLIC LIABILITY INSURANCE**

- 4.1. All Hirers must have adequate **Public Liability Insurance** cover as a condition of the letting.
- 4.2. If Public Liability Insurance is not held by your organisation/group, you must ensure that adequate cover is obtained. Written confirmation from the insurance company or broker concerned will be required by the Community Coordinator prior to the letting. Cover under Cambourne Village College's PLI is available for an additional charge as detailed in the application form.

5. **GENERAL DATA PROTECTION REGULATIONS (GDPR)**

To aid GDPR compliance within our school please ensure that you follow the guidelines below:

- 5.1 School devices should not be accessed without permission.
- 5.2 All locked cabinets and doors must be locked again after use.
- 5.3 No personal information belonging to students, staff or visitors should be copied or removed; this includes recording images with data in view, removing documents, and saving documents to USBs or personal devices.
- 5.4 Any potential data losses or breaches concerning data belonging to staff or students at Cambourne VC must be reported to Ingrid Sims.

Please note: Sensitive data is anything that can be used to identify a person, including photographs, biometric data, assessments and personal information such as name, date of birth and contact details.

For further information on our GDPR policies, please visit: <https://www.catrust.co.uk/key-information/policies>

ALCOHOL CONSUMPTION

The premises are not licensed for the sale of alcohol. The hirer is responsible for applying for their own temporary alcohol licence and may do this with the prior permission of the Community Coordinator. Hirers may not bring their own alcohol onto the premises. Hirers must use their best endeavours to prevent drunkenness and under-age drinking. Anyone whose behaviour causes concern to the Duty Site Officer will be asked to leave immediately.

6. **HIRERS' RESPONSIBILITIES**

The Hirer will:

- 6.1. Vacate the premises by the time stated, respecting the 5 minute changeover time.
- 6.2. Not exceed the licensed capacity limits of the facilities (Capacity limits are available on request).
- 6.3. Be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung and must indemnify Cambourne Village College against any infringement of copyright.
- 6.4. Ensure that any equipment brought onto the premises and used is safe and meets the standards of any statutory requirements regarding its serviceability, control and use (PAT testing).
- 6.5. Fire-proof all scenery and props etc to be used in any performances, in accordance with instructions issued by the Fire Officer. **The use of smoke-machines, candles and other devices likely to activate fire alarms is prohibited.**

- 6.6. Observe the school's '**NO SMOKING POLICY**'. All those who use the premises are kindly asked to refrain from smoking anywhere within the College or grounds at all times. We also operate a '**Gum Free**' zone on the entire site and chewing gum is banned throughout the school campus, (including grounds).
- 6.7. Observe the school's **Health & Safety Policy**.
- 6.8. Provide their own trained First Aider.
- 6.9. Comply with all applicable notices and signs.
- 6.10. Ensure that all persons wear footwear appropriate to the flooring in the space they are using e.g. Sports Hall, so that the floor is not marked or damaged. For use of the 3G facility, the footwear guidelines must be followed.
- 6.11. Immediately evacuate the premises by the nearest Fire Exit on the sounding of the **Fire Alarm**. (*The Fire Alarm is a continuous ringing of the school bell*). Gather at the **front** of the school away from the building by the bike sheds. Users of the **3G, cricket nets and courts** must also **evacuate** to the front of the school.
- 6.12. Inform the *Duty Site Officer* immediately of any **accidents/incidents**.
- 6.13. Leave the premises and equipment as found, returning all furniture that has been moved by the hirer to its original positions, disposing of litter in the bins provided and cleaning up any spills.
- 6.14. Remove items of equipment not belonging to the Village College at the end of use. Items left behind will be taken to Lost Property at the School Reception, where they will be kept for two weeks before disposal.
- 6.15. Following an event which includes the consumption of food and drink with consequent soiling of floor and furniture surfaces and the creation of food waste and rubbish, tidy up and dispose of all waste and rubbish in the bin bags supplied, sweep floors and wipe furniture, so that the premises are left in a clean and tidy condition.
- 6.16. If any additional expense is incurred, arising from the letting, or any extra cleaning becomes necessary as a consequence of the use of the premises, the person/organisation hiring the school will be responsible for any such expense and charged accordingly.
- 6.17.** Persons hiring premises or grounds will be held responsible for any damage to buildings, furniture, equipment or other property and a claim for the reinstatement, replacement or repair of such will be made whether as a result of the negligence of the Hirer or his/her invitees, employees or agents during the period of hire. The Hirer shall be deemed to have undertaken to pay the cost of such reparation by signing the hire agreement. **Please note that no nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.**
- 6.18. In respect of Item 6.16, the Hirer will be expected to insure this risk and hold legal liability insurance to cover claims directly arising from their group or organisation's activities.
- 6.19. The Hirer is responsible for signing in as instructed at Reception. They are responsible for taking their own registers for their group/club/event. Groups will not be permitted on site until the lead/responsible person has signed in. This includes for access to the 3G pitches.
- 6.20. The Hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring, while they are on the premises or on any part of Cambourne Village College site, and for preserving good order.

7.0 OTHER ISSUES

- 7.1 The school cannot allow the Hirer to use ladders or scaffolding unless they hold a recognised certificate to show that they have been adequately trained to do so.
- 7.2 The school cannot accept responsibility for any loss, damage, accident or injury arising during the Hirer's use of the premises, or to any member of the Hirer's party and the hirer shall indemnify the Cambourne Village College Local Governing Body and Cam Academy Trust against all claims, demands, actions or proceedings.
- 7.3 The Hirer is responsible for providing their own trained, first aider and equipment. However; in the case of an emergency contact the evening Receptionist or Site Assistant.
- 7.4 Complaints should be made in writing to the Community Coordinator.
- 7.5 Car Parking for approximately 100 cars is available at the school within the Main Car Park. All hirers must ensure that vehicles are parked in designated parking spaces only; vehicles should never be parked on the grass. All vehicles are parked at the owner's risk. The school accepts no responsibility for theft or damage to vehicles while parked on the premises.

8.0 **3G Pitch**

- 8.1 The Hirer must ensure all players, coaches and match officials follow the appropriate 'Respect Code of Conduct' FA guidelines. The Hirer must ensure that all coaches have relevant qualifications, DBS checks and affiliations to the relevant sporting bodies. If requested, evidence must be produced to the Community Coordinator.
- 8.2 The Hirer is asked to be respectful to other users of the facilities. The Hirer will be informed if any complaints are received about specific behaviour or noise levels. If it is not possible to resolve these complaints to a mutually acceptable outcome, the Community Coordinator reserves the right to terminate the 3G hire agreement.
- 8.3 Appropriate footwear must be worn, namely trainers or plastic moulded football boots (no metal studs). All mud must be removed prior to going onto the pitch and every effort made to remove rubber crumb when exiting the pitch. Grass pitch hire is not permitted in conjunction with the 3G for the same players.
- 8.4 There is a disabled toilet and changing facility on an adjacent wing of the school. No other access to school facilities will be allowed unless by prior agreement with the Community Coordinator.
- 8.5 At the end of the hire period, any equipment moved during the hire must be returned to its original place and **litter must be removed from the facility**.
- 8.6 Floodlights switch on automatically based on a light sensor. If there is a problem with the lighting please notify the site manager or reception 01954 284000. Floodlights automatically start to go off at 22:10. This is a condition of the planning approval. The pitch must be totally vacated by 22:15.
- 8.7 Any footballs lost over the perimeter fence should be retrieved before the end of the hire period. Please contact the caretaker on the number noted above. He will then open the appropriate access gate allowing safe retrieval. If it is not safe or possible to retrieve a ball the Community Coordinator must be informed.
- 8.8 There will be no additional discount for bookings during BST (British Summer Time).
- 8.9 All weather sports surfaces are designed and installed to exacting standards. In order to maintain the performance of this surface it is essential that the following rules of use are observed:
 - Do not wear spiked, metal studded or flat soled footwear
 - Clean all footwear before using the surface
 - Move equipment carefully without dragging it over the surface
 - Ensure equipment is safely secured before use
 - Do not consume food or drink (other than water) upon the surface
 - Do not deposit chewing gum
 - Do not smoke
 - Do not allow pets and animals upon the surface
 - Do not use cycles, skateboards or rollerblades upon the surface
 - Report any dirt, debris or damage found to staff