

## **TERMS AND CONDITIONS OF HIRE**

- 1 Acceptance of conditions - the hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.
- 2 Compliance with conditions - The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.
- 3 Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.
- 4 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
- 5 The use of the premises must not interfere with the proper working of Wyvern College or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.
- 6 Only suitable footwear should be worn in the gymnasium/sports hall/AWP. If any member of your group does not adhere to the footwear requirements, they will not be permitted to use the facilities. No Wyvern College PE equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the document 'Safety in Physical Education' available at Wyvern College.
- 7 Grass sports pitches and AWP
  - (i) These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport.
  - (ii) The grass sports pitches and AWP, together with access to toilets and changing accommodation at Wyvern College. The Hirer shall not have any access to any other parts of Wyvern College.
  - (iii) The grass sports pitch and AWP shall be marked out for that sport. No additional marks shall be made to the sports pitch or AWP areas by the hirer.
  - (iv) The grass sports pitches shall have a limited playing capacity. Wyvern Community Enterprise reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with Wyvern College's curriculum or demands.
  - (v) Litter must be removed from the facility at the end of the hire session.
  - (vi) The Community Enterprise Office will inform you of closure due to inclement weather, and no charge will apply.
  - (vii) Should inclement weather start during your hirer period, the decision to stop play due to Health and Safety reasons is the responsibility of the hirer.
- 8 Hire time – The hire period must be adhered to and this includes your setting up and setting down time. The period booked should include any time needed to prepare and clear up,



including setting up and setting down equipment. All users are asked to vacate the facility promptly on completion of their hire period.

Hires should be aware that access to the college prior to an event for setting up, must be organised with Wyvern Community Enterprise in advance. Wyvern Community Enterprise reserve the right to restrict access prior to the event if other functions are affected.

- 9 Wyvern College equipment - No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.
- 10 Fabric and fittings - The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. Wyvern College's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to Wyvern College's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Wyvern Community Enterprise. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.
- 11 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. Wyvern Community Enterprise accepts no responsibility for such items.
- 12 Storage - Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.
- 13 Hirer's property - Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the Wyvern Community Enterprise, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature. All portable electrical equipment to have a visible, current PAT label or certified evidence thereof.
- 14 The Hirer shall indemnify the Wyvern Community Enterprise and Wyvern College against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, and/or
  - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
- 15 The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Wyvern College.



- 16 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 14 & 15 above. (See the Annex A to this section for explanatory notes on insurance).
- 17 Refusal of hire - The Wyvern Community Enterprise may refuse an application to hire the premises if:
- The premises are required by Wyvern College.
  - There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer.
  - For any other reason the Wyvern Community Enterprise deem it necessary or expedient to refuse the application.
  - Wyvern Community Enterprise will not accept bookings for parties for the 16-25 years age range.

No compensation shall be payable by the Wyvern Community Enterprise by reason of such a decision.

- 18 Cancellation by the Wyvern Community Enterprise – Wyvern Community Enterprise reserve the right to cancel any hiring without notice if:
- the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
  - the Hirer has failed to disclose material information concerning the proposed hiring, or
  - there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but Wyvern Community Enterprise shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of Wyvern Community Enterprise.

Apart from exceptional circumstances, the Wyvern Community Enterprise will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

- 19 Cancellation by the Hirer - The Hirer must give at least two weeks' notice of cancellation to the Wyvern Community Enterprise Office. If any shorter period of notice is given, the Wyvern Community Enterprise reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge. If a booking is cancelled due to inclement weather no charge will incur.
- 20 Payment of charges - The Hirer shall pay the hiring fees, including any deposit, at the rates and times published. Occasional hirers are required to pay a deposit to be held in case of late cancellation, damage to property and/or equipment, or the area in use having to be cleaned by College staff.
- 21
- The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable and any refund of monies already paid will be at the discretion of Wyvern Community Enterprise.
  - All hire charges are paid at the time of booking, at which point an initial payment is made and subsequent monthly payments taken in advance of the booking period.

- (iii) Wyvern Community Enterprise reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Wyvern Community Enterprise against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Wyvern Community Enterprise and their decision will be final.

## 22 Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify Wyvern Community Enterprise against any action for breach of copyright.

## 23 Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and Wyvern Community Enterprise and Hirer's insurance arrangements.

## 24 Wyvern Community Enterprise reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Wyvern Community Enterprise reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Wyvern Community Enterprise's representative considers the behaviour of

the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and Wyvern Community Enterprise shall not be obliged to refund any part of the Hire charge.

- 25 Alcohol - In no circumstances shall alcoholic drinks be available at any function without prior written consent. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice they obtain.
- 26 Wyvern Community Enterprise reserves the right to require sight of a Temporary Event Notice prior to the letting.
- 27 Gambling - The premises may not be used for games of chance, other than bingo, unless specific permission has been granted.
- 28 Emergency evacuation procedures - Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
- 29 Smoking - There is a no smoking policy in force on the Wyvern College campus, this includes vaping inside the buildings where there are sensor monitors located to detect vaping activities.  
  
Dogs - No dogs other than guide dogs will be allowed on the College Site.
- 30 Site Officer - The Site Officer or Community Enterprise staff are instructed by the Wyvern Community Enterprise to ensure that the conditions of hire are fully complied with. All reasonable instructions given therefore must be followed.
- 31 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.
- 32 Right of access – Wyvern Community Enterprise and its agents reserve the right of access to the premises during the letting.
- 33 The Wyvern Community Enterprise or his/her representative reserves the right to suspend or withdraw use of Wyvern College by an individual group with immediate effect on the following grounds:
  - causing intentional damage to Wyvern College, 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 Wyvern College 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 Site Officer or other members of the Wyvern College staff
- non-payment of Wyvern Community Enterprise invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of Wyvern College, 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 trustees of Wyvern College whose decision will be final.

- 34 The Hirer may not assign or sub-let the hire of the Wyvern College. The use of hire must be indicated on the Hirer's signed booking form.
- 35 Wyvern Community Enterprise's decision as to the interpretation of these conditions shall be final and conclusive.



## **ANNEX A**

### **HIRER'S INSURANCE – INDEMNITY CLAUSE**

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

#### **A INJURY TO PERSONS OR PROPERTY**

- 1 The Hirer shall indemnify the Wyvern Community Enterprise and Wyvern College against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, including the Wyvern Community Enterprise and Wyvern College and/or
  - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings

#### **B DAMAGE TO PREMISES AND EQUIPMENT**

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the Wyvern Community Enterprise and/or Wyvern College, except when loss or damage to the premises or contents are as a result of the negligence of Wyvern Community Enterprise or Wyvern College.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

#### **NON-COMMERCIAL HIRERS**

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million Wyvern Community Enterprise has arranged Hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Wyvern Community Enterprise, (provided they do not fall within the definition of the exclusions overleaf).



## **ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING WYVERN COLLEGE**

### **OPERATIVE CLAUSE**

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

### **LIMITATIONS**

For loss/damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

### **EXCLUSIONS**

Political Meetings and Professional Entertainment Promotions.

Commercial, business or trade hiring.

### **NOTE**

This is a public liability insurance policy. It does not provide cover for:

- (a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- (b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- (c) Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.





## **HEALTH AND SAFETY POLICY**

1. All visitors, including volunteers, are responsible for the safety of themselves and others. Their actions must not in any way jeopardise the safety of others. Any hazards must be dealt with as soon as possible, all reasonable steps taken to minimise any risk by removing and isolating the hazard and be reported to the Health & Safety Officer and/or the Community Coordinator.
2. All visitors including volunteers, must be responsible for ensuring that no dangerous chemical substances or appliances are used in any way on the site in a manner likely to constitute a danger either to themselves or to others. Furthermore, all visitors, including volunteers, must check with the Health & Safety Officer, Community Coordinator or Site Staff if they are unsure whether any substance or appliance may constitute a hazard. COSHH regulations must be adhered to at all times. Appropriate training will be given to all Community visitors, including volunteers.
3. All visitors, including volunteers, must be fully aware of the fire procedures and competent in carrying out their duties in the event of an emergency.
4. Whilst on site all visitors, including volunteers, and customers must adhere to the no smoking and no dogs policy.
5. Whilst the Wyvern Sport & Fitness is open, at least one member of staff on site will hold a First Aid qualification.
6. There is a fully stocked, accessible First Aid box on the premises.
7. Any accidents to visitors or volunteers must be reported in the accident books held in the Nursery, Wyvern Sport & Fitness and Community Enterprise Reception.
8. The Business Manager carries out an annual risk assessment for Community operation.



## Complaints Procedure

If you have a complaint or would like to make a suggestion to help us improve our level of service then we would welcome your comments.

1. Speak to any member of the Community Enterprise team and they will be happy to help.
2. If you prefer or are not satisfied then you can complete an Action Slip and post it into the box in the Community Enterprise Reception or you can also write directly to the Business Manager at:

Wyvern College,  
Botley Road,  
Fair Oak,  
Eastleigh,  
Hants,  
SO50 7AN.

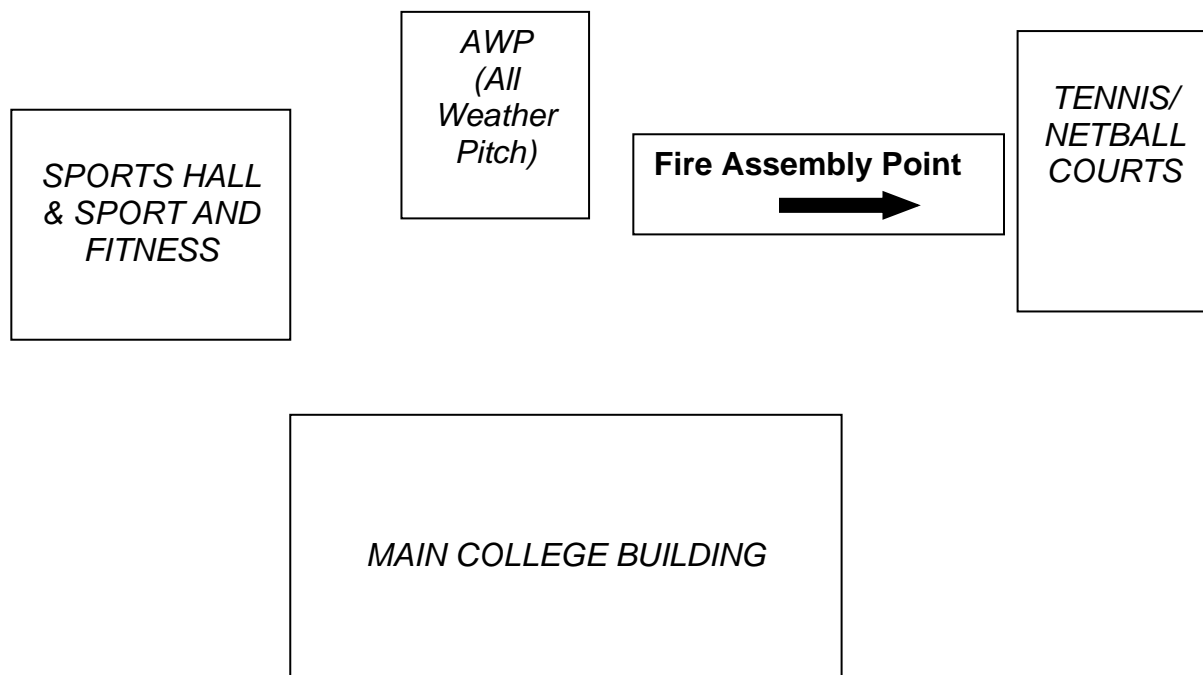
We will respond to you within 14 working days of receipt of your complaint.

3. If you are not satisfied with the response then please write to the Headteacher who will respond within 14 days of receipt of your letter.
4. In the event that you remain unsatisfied, please send a copy of your letter to the Chair of Trustees of the Academy Trust. The complaint will be considered by a panel who will respond within 28 days of receipt. The decision of this panel will be final.

## FIRE PROCEDURES

### PROCEDURE IN THE EVENT OF A FIRE

1. Wyvern Community Enterprise staff. All staff are to be aware of the procedures outlines in the College's Health and Safety Policy.
2. Community Education Classes. As per Wyvern College policy expect for the following:
  - i. Assembly point for all evening classes is on the Tennis Courts at the back of the college. All class members are to stay with their tutor.
  - ii. The Wyvern Sport & Fitness staff member will open the Tennis courts if it is locked, Wyvern Community Enterprise staff will also have a key.
  - iii. Tutors are to call a register and report any missing students immediately to Community Enterprise/or Wyvern Sport & Fitness staff on duty.
  - iv. Tutors/students must not re-enter the building until given the 'all clear' by the Community Enterprise/or Wyvern Sport & Fitness staff on duty.
3. **OTHER USERS:** As per College policy excepts for the following:-
  - i. Assembly point for all evening users is on the Tennis Courts at the back of the college.
  - ii. Persons responsible for the booking are to check that everyone in their group is present and report any missing persons to the Community Enterprise Staff or Wyvern Sport & Fitness Staff on duty.
  - iii. Hirers must not re-enter the building until given the 'all clear' by the Community Enterprise Staff or Wyvern Sport & Fitness Staff.





## Appendix 11: VAT exemption form (HEF11(a))

### Wyvern College – Hire of Education Facilities

#### Series of lettings of sports halls, and other sports facilities

Your application to hire sports facilities at Wyvern College complies with certain conditions laid down by HM Customs and Excise for the charge to be exempt from VAT (see notes below). There is, however, a further requirement that the hirer undertakes to pay in full for the series of hires regardless of whether the hirer actually uses the facilities on a particular occasion. (A hirer will not be charged on occasions when the facility becomes unavailable.) If you qualify to use the exemption would you kindly complete, sign and return the pro forma below, you will be charged according to the VAT-exempt scale set out on the current charge schedule.

**Please read the notes and conditions overleaf before completing the form.**

Form: HEF11(a)

#### Series of lettings of sports halls, and other sports facilities

In consideration of being charged the VAT-exempt scale of charges the

(Name of organisation) \_\_\_\_\_

hereby agrees to pay in full for the following series of bookings, that is to say for the hire of \_\_\_\_\_ (facilities) at Wyvern College.

on the following dates: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the organisation I represent does comply with the eligibility criteria for VAT exemption as described overleaf and that I attach the constitution or articles/memorandum of association as requested. I understand that cancellation of this booking may result in VAT becoming chargeable in the circumstances described overleaf.

Signed: \_\_\_\_\_ Date of signing: \_\_\_\_\_

Name: \_\_\_\_\_  
(BLOCK CAPITALS)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone no: \_\_\_\_\_

**Please complete and return this form to Wyvern College, Community Enterprise Office, Botley Road, Fair Oak, Eastleigh, Hants, SO50 7AN**

**Notes:**

**It is important to note that not all hirers can use the series of sports lets rules.**

To qualify the hirer must count as an “eligible body”.

In this context an eligible body must:

- be non-profit making
- have in its constitution restrictions preventing the distribution of any profits except to other non-profit making bodies or on winding up, and
- not have any paid officers or paid connected officers.

**As the hirer it is up to you to provide evidence that you are an eligible body before VAT can be waived. To this end a copy of your body’s articles/memorandum of association or constitution proving that the organisation complies with the criteria should be provided and be kept by Wyvern Community Enterprise with this lettings form. A letter from you confirming that you are an eligible body will not be accepted by HM Revenue and Customs as sufficient evidence.**

**Series of lets rules**

If the organisation is eligible then VAT can be waived if the proposed use conforms to all of the following conditions:

- there must be a minimum of 10 lets in the series to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a league)
- each period is for the same activity carried on at the same place (a different pitch, court or lane at the same sports ground or premises would count as the same place)
- the interval between each period is not less than one day and not more than 14 days
- payment is made by reference to the whole series and is evidenced by written agreement (it does not have to be paid up front), and
- the hirer has exclusive use of the facilities.

**Cancellation**

The conditions would still be met if a refund were given due to a facility not being available for use on a scheduled date because of an unforeseen circumstance such as vandalism or inclement weather. It is possible to add on sessions to ensure the minimum of 10 lets condition is met in these circumstances. A refund in any other circumstances would breach the requirements and result in the series being broken and all the lets becoming taxable.

**If Wyvern Community Enterprise chooses to withdraw use of the facilities on an occasion or occasions for the College’s own purpose, all the lets will become taxable.**

Where the status of the let changes to standard rated, a VAT only invoice should be issued for the VAT due.