

## **Code of Conduct and terms and conditions for hirers at Oakmoor School**

### **General**

The school may from time-to-time change or add to these terms and conditions for security, legal or regulated reasons. We will give you at least 14 days' written notice of any changes or additions.

### **Prohibited Behaviour:**

No aggressive, abusive, anti-social or threatening behaviour towards any staff, site team or other users. Anyone doing so will have their use of the facility terminated immediately. Oakmoor School reserves the right to contact the police if deemed necessary.

### **1. Non-Payment of Charges**

All outstanding fees, charges or other sums shall be recoverable from the member as civil debt and shall attract interest at the rate of 4% above the base rate of Lloyds TSB Bank Plc from the date that such sum falls due in accordance with the terms herein to the date of actual payment whether before or after judgement.

### **2. Use of Equipment**

- (a) In the absence of any negligence or breach of any other legal duty by the school, the use by the member of any of the school's equipment or facilities is entirely at the member's own risk.
- (b) The hirer must use the facilities safely and properly and take care to safeguard their own health and safety and that of other users.
- (c) The school will not be responsible for any loss or injury to the member to the extent that it is caused by their own unsafe or improper use of the equipment or the facilities.
- (d) All bookings to be confirmed via SchoolHire. Hirers must be able to provide email confirmation of booking and the facility used, if required by the site team. Failure to do so could result in hirers being asked to leave the premises.
- (e) The Lettings Manager reserves the right to suspend or cancel a booking at any time if a hirer does not adhere to the safe and proper use of the school equipment and/or facility.
- (f) Where the hirer has caused damage to the school property or equipment, the school reserves the right to invoice the hirer for the repair or replacement cost.
- (g) Where the hirer is using its own equipment, the hirer should ensure it is safe to do so and have adequate insurance cover. The school will not be responsible for the loss of damage of the hirer's equipment.

### **3. Bookings**

- (a) Hirers are required to give 48 hours prior notice if they are unable to attend their session otherwise the current rate for that session will be payable. Non-payment of outstanding fees may result in suspension or cancellation of hire without a refund.
- (b) Long term hirers have the opportunity to book in advance for the following season at the school's discretion.
- (c) Hirers can only use the facility they have booked. Anyone using other areas of the site without a booking will receive a written warning and in extreme cases the Letting Agreement will be cancelled if the school is put at risk.

### **4. Valuables and liability**

In the absence of any negligence or breach of any legal duty, Oakmoor School shall not be responsible for, or liable to the hirer, for any loss or damage to a hirer's possessions or property.

## **BOOKINGS**

### **1. Definitions and Interpretation**

In these conditions the following expressions shall have the following meanings:

- 1.1 terms defined in the agreement to which these conditions are incorporated ("the Agreement") have the same respective meanings in these conditions.
- 1.2 "the Duty Manager" shall mean the School's management representative on duty at time of the Event.
- 1.3 "the Hirer" shall mean the person by whom the Agreement is signed, or, if that person is specifically stated to have signed for, or on behalf of some other person, body or organisation that person, body or organisation shall be considered the Hirer and shall be jointly and severally liable with the person who signed the Agreement.
- 1.4 "the Event" shall mean the purpose of the hiring.
- 1.5 "the Lettings Manager" shall mean the School's senior management representative either at or responsible for the facility.
- 1.6 words importing one gender shall be construed as importing any other gender.
- 1.7 words importing the singular shall be construed as importing the plural and vice versa.
- 1.8 references to persons include bodies corporate.
- 1.9 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by any other person.
- 1.10 references to "the facility" save where the context otherwise requires includes the ancillary areas that the Hirer is permitted to use pursuant to condition 3.
- 1.11 the headings do not form part of these conditions and shall not be taken into account in their construction or interpretation.

- 1.12 any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" includes any regulations or orders made under such statute or statutes.

## **2. Termination of Block Booking**

Oakmoor School requires a minimum of 14 days' prior notice in writing should the Hirer decide to cancel their block booking. This is to enable us to update our systems and offer hirers on any waiting list the chance to take on the booking. In such circumstances, it is the Hirers responsibility to pay the balance of the sums owing to the school within seven days.

## **3. Corporate Hirer**

If the Hirer is a corporate body, the Hirer must no later than 7 days before the commencement of the period of the hiring, notify the School in writing of the name address and telephone number of the individual who will be personally responsible to the Lettings Manager for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

## **4. Facilities**

Use of the facility includes use of the foyer, changing rooms, showers, accessible toilets, and refreshment facilities associated with it (e.g. water top up stations).

The set-up of any equipment allowed for use in the hire facility will be set up within the hire period. The School will endeavour to ensure that the set-up time for equipment that is completed by the school is kept to a minimum.

## **5. User**

- 5.1 No part of the facility is to be used for any purpose other than the purpose of the hiring.
- 5.2 No part of the facility is to be used for any unlawful purpose or in any unlawful way.
- 5.3 No animal is to be brought into the facility or allowed to enter the facility.
- 5.4 No smoking, vaping, e-cigarettes or consumption of alcohol shall be allowed in the facility.
- 5.5 No subletting is permitted.

## **6. Electrical Equipment**

- 6.1 No lighting, heating power or other electrical fittings or appliances in the facility are to be altered, moved or interfered with.
- 6.2 No additional lighting heating power or other electrical fittings or appliances film projector, lighting control panel, sound system, sound control panel, special effects, lasers, pyrotechnics or any other similar pieces of equipment shall be installed or used at the facility during the period of hiring without the prior written consent of the lettings Manager.
- 6.3 The Hirer must ensure that all equipment for which consent is given for use at the facility is fit for purpose and has been regularly maintained and is erected/installed by a qualified and competent person. The School reserves the right to ask for copies of all maintenance/servicing records for such equipment and the Hirer shall produce such documentation upon request.

- 6.4 In relation to clause 5.2 the Lettings Manager has the right to impose such additional conditions to his/her consent as he/she deems appropriate in order to ensure that the health and safety of the venue patrons and staff are not compromised.
- 6.5 The School reserves the right to engage the services of a qualified electrician/specialised contractor to approve, inspect and test any equipment brought on to the facility by the Hirer and the cost of such electrician or specialised contractor shall be borne by the Hirer.
- 6.6 Any stage lighting equipment must not be operated by any persons other than properly qualified electricians previously approved by the School.

## **7. Supervision**

During the period of hiring the Hirer is to be responsible for the efficient supervision of the facility including (without prejudice to the generality of the above):

- 7.1 the effective control of children.
- 7.2 the orderly and safe admission and departure of persons to and from the facility.
- 7.3 the orderly and safe vacuation of the facility in case of emergency.
- 7.4 the safety of the facility.
- 7.5 the preservation of good order and decency in the facility.
- 7.6 ensuring that all doors giving egress from the facility are left unfastened and unobstructed and immediately available for exit.
- 7.7 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the facility.
- 7.8 The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the General Manager be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons are under 16 years of age one steward or attendant for every 100 persons (or part of every 100 persons) present.
- 7.9 The General Manager or the Duty Manager may immediately terminate the hire of the facility if the general conduct of the persons at the Event is unsatisfactory and in such circumstances no compensation will be payable by the School to the Hirer or any other person or organisation.

## **8. Decorations and Advertising**

- 8.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the facility, nor is any adhesive substance attached to it.
- 8.2 No placards or other articles are to be fixed to any part of the facility.
- 8.3 No cotton wool or other highly inflammable material is to be used for decoration or other purposes.
- 8.4 The Hirer shall submit to the lettings Manager copies of all marketing literature, invitations, posters, flyers or other publicity material before they are published/distributed.
- 8.5 No posters, boards, signs flags or other emblems or advertisements are to be displayed inside or outside any part of the facility without the previous consent of the School.

- 8.6 The School reserves the right to remove any permitted posters boards signs flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly.
- 8.7 The Hirer may not grant broadcasting or filming rights or broadcast or film the Event without the prior written consent of the Lettings Manager. If such consent is given the School reserves the right to take part in any negotiations, and to be a party to any ensuing agreement and to receive a share in any income and publicity derived therefrom.
- 8.8 If the Hirer wishes to take photographs for professional or commercial use, prior written consent must be obtained from the lettings Manager. Cameras may be brought into the facility and used inside for private purposes.

## **9. Maximum Number to be Admitted**

- 9.1 The maximum number of persons to be admitted to the Event is not to exceed what is stated on the booking request form. During the period the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of the School. The maximum number of persons to be admitted will be confirmed by the school in writing at the time of the completion of the Agreement if different from the above.
- 9.2 If at any time during the period of the Hiring should the Hirer be required by either the General or Duty Manager to reduce the number of persons in the facility then the Hirer must comply immediately. Failure to comply will result in the Agreement being terminated by the School without liability to the School or refund to the Hirer.

## **10. Health and Safety**

The Hirer shall always comply immediately with all instructions from School representatives in line with normal and emergency operating procedures and in accordance with the Health and Safety Policy, which can be found on the school website.

## **11. Copyright Works**

- 11.1 In the use of the facility the Hirer is not to infringe any copyright or allow any copyright to be infringed.
- 11.2 If the use of the facility will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain, prior to the period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers, authors, publishers and other fees or royalties which may be payable in respect of the Event.
- 11.3 The Hirer must supply to the School for approval (if so required) a copy of the programme of any entertainment to be given at the Event not less than 14 days before the Period of the Hiring and must provide such evidence as the School may reasonably require of compliance with this condition.

## **12. Gambling**

No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the facility except a lottery:

- 12.1 which is lawful under the Lotteries and Amusements Act 1976 (as amended);
- 12.2 for which the prior consent of the School has been obtained; and

12.3 which is conducted strictly in accordance with the relevant statutory provisions which shall include the Hirer applying for and obtaining any necessary licences or consents.

### **13. Smoking**

Smoking, vaping or e-cigarettes is not permitted in the facility.

### **14. Expiration of Period of Hiring**

14.1 At the expiration of the period of the Hiring the Hirer is to leave the facility in a clean and orderly state free of litter and without prejudice to generality of the above:

- (a) the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer;
- (b) the Hirer is to ensure that all tables supplied by the School are duly folded and all chairs duly stacked.
- (c) If classrooms are hired, they must be returned to the original state they were found in.

14.2 If the event overruns the period of the Hiring then the School will levy an additional hourly charge on the Hirer at the rate of £30 per hour or part thereof and the amount of such charge shall be calculated up to the next whole hour.

### **15. Agreement Personal to Hirer**

The benefit of the Agreement is personal to the Hirer and is not assignable or capable of being sub-hired.

### **16. Damage to School Property**

The Hirer is to take good care of and not cause any damage to be done to the facility or to any fittings or equipment or other property in the facility. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the facility.

### **17. Injury to Persons and Loss of Property**

17.1 The School will not be liable for the death of or injury to any person attending the facility for the Event the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death or injury or loss is due to the negligence of the School.

17.2 The School will not, under any circumstances, accept responsibility or liability in respect of damage to or loss of any goods, articles or property of any kind brought into or left at the facility either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the School.

17.3 The Hirer will indemnify the School against all such liabilities as are mentioned in this Condition.

### **18. Third Party Insurance**

The Hirer is to have in force throughout the period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum not less than £5 million and at the request of the School will produce to the School not later than 7 days prior to or at any time during the Period of the Hiring evidence of such policy.

### **19. Further Exclusions and Liability**

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- 19.1 The School will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakages of water, fire government restriction or act of God which may cause the facility to be temporarily closed or the hiring to be interrupted or cancelled.
- 19.2 The School gives no warranty that the facility is legally and physically fit for any specific purpose.

## **20. Right of Entry**

The School reserves the right for duly authorised members or officers or employees of the School or the School's agents to enter the facility at any time for any authorised purpose.

## **21. Cancellation by Hirer**

If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the School notice to that effect and that in event the School reserves the right to demand a payment on a scale as follows:

- 21.1 four weeks' notice of cancellation – 25% of the fee withheld.
- 21.2 two weeks' notice of cancellation – 50% of the fee withheld.
- 21.3 one week's notice of cancellation – 75% of the fee withheld.
- 21.4 less than seven days' notice of cancellation – 100% of the fee withheld.

## **22. Cancellation by the School**

- 22.1 The School may cancel the hiring of any of the facilities if it is required for the purpose in line with any educational needs the school may have, this includes but is not limited to mock exams, GCSEs, school productions and sporting events.
- 22.2 If the hiring is cancelled for any such reason as is mentioned in Condition 24.1 the School will give the Hirer the maximum practical notice and refund the fee but will not otherwise be liable to the Hirer.
- 22.3 The School may cancel the hiring of the facility for maintenance or any associated works. The School will give the Hirer the maximum practical notices and refund the fee but will not otherwise be liable to the Hirer.
- 22.4 The school reserves the right to cancel the booking immediately, if in the unlikely event the hirer causes damage to the school's reputation.

## **23. Breach by the Hirer**

If the Hirer fails to observe and perform, any of these Conditions the School may:

- 23.1 charge to and recover from the Hirer any expenses incurred by the School in remedying any such failure including the cost of employing attendants, workers, cleaners, or other persons as may be appropriate; and
- 23.2 cancel the instant or any other hiring of the facility by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

## **24. Complaints**

Any complaints arising out of the hiring must be made in writing to the School within three days after the expiration of the period of the Hiring to [lettings@oakmoor.hants.sch.uk](mailto:lettings@oakmoor.hants.sch.uk)

## **25. School to act by its officers**

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The School may act through any authorised officer and reference in these Conditions to any approval, discretion, consent, or requirement of the School are deemed to be references to the approval. Discretion, consent, or the requirement of any such officer and anything which the Hirer is required to produce to the School is to be produced to such officer.

## **26. Notices**

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement and in the case of a notice, demand or request to the School, at the School's Chief Office.

## **27. Personal Data**

- 27.1 Oakmoor School treats the security of your personal data with the utmost importance. We will only process your data as is necessary for the provision or administration of the service you require.
- 27.2 For further information about how we may process your personal data please have a look at our Privacy Policy which is available on our website [www.oakmoor.hants.sch.uk](http://www.oakmoor.hants.sch.uk)

## **28. Prohibited Behaviour**

No aggressive, abusive, anti-social or threatening behaviour towards any staff or member. Anyone doing so will have their use of the facility terminated immediately. Oakmoor School reserves the right to contact the police if deemed necessary.

## **29. Online Bookings**

Condition of use:

- 29.1 All hires and bookings are made subject to the general terms and conditions of the SchoolHire agreement.
- 29.2 All the terms and conditions are at the discretion of Oakmoor School and we reserve the right to amend any aspects of the online scheme as and when necessary.
- 29.3 Any misuse or failure to abide by these terms and conditions may result in the withdrawal of your online account and you may be considered ineligible for future online applications
- 29.4 Use by anyone other than the hirer is not permitted.
- 29.5 The customer shall be responsible for the payment and any other charges related to the booking.
- 29.6 All online bookings that require payment must be paid for in full prior to the activity taking place. All customers must be registered as attending the activity with the site team.