



TERMS AND CONDITIONS FOR THE HIRE OF SCHOOL FACILITIES AT WELLINGTON SCHOOL (‘The School’) AND THE PRINCESS ROYAL SPORTS COMPLEX (‘Sports Complex’)

1. Acceptance of Terms and Conditions

- 1.1. The hiring of facilities at Wellington School is permitted only on the conditions set out below.
- 1.2. A completed Booking Form, signed or emailed by the Hirer, or booking via EZ Facility is deemed to be acceptance of these conditions. The Terms and Conditions may be amended from time to time and will be displayed on the School website.
- 1.3. The School reserves the right not to let the School facilities.
- 1.4. The booking is with Wellington School (Somerset) Trading Company Ltd.

2. The Hirer

- 2.1. The Hirer is the person making the application for a letting and shall remain solely liable for the hire of the facilities, any payments and ensuring the Terms and Conditions including the Schools Health and Safety Regulations and other appropriate licensing or statutory regulations are adhered to by all users and guests.
- 2.2. Lettings will not be made to persons under the age of 18 or to any organisation or group with an unlawful or extremist background.
- 2.3. For lettings where children, young people or vulnerable adults may be involved, the Hirer is required to provide evidence to the School of appropriate safeguarding policies and procedures.
- 2.4. The Hirer must nominate at least one responsible adult, and provide Wellington School with qualifications where relevant, who will be on site during the period of the letting to ensure that these conditions are met. This person must be made known to School Duty Staff.
- 2.5. The Hirer must not sub-let the premises to another person.
- 2.6. The Hirer shall agree to abide by the User Guide pertinent to the venue booked and issued with the booking form or with the booking confirmation.

3. Bookings and Payment

- 3.1. Any verbal booking made by the Hirer is provisional until confirmed in writing on a School or Sports Complex booking system and accompanied by a non-refundable venue deposit if requested. The School reserves the right to release and resell any provisional booking unless confirmed in writing within 10 days.
- 3.2. The booking period includes time for the venue to be opened up, equipment to be set up/taken down and stored where required. Where sports facilities are used, users must not be on the pitch/pool until it is safe to do so and set up is complete.
- 3.3. All bookings which have music or loud entertainment must be authorised by the School in advance and follow guidance to mitigate noise nuisance to the School’s neighbours. All music and loud entertainment must be finished by midnight.
- 3.4. The price for provision of services will be detailed in advance in writing to the Hirer.
- 3.5. For one off hire of sports facilities, payment is required upon booking through EZ Facility
- 3.6. For one off functions, full payment is required on or before 7 working days prior to the date of the function unless otherwise stated in writing.
- 3.7. Some charges may be passed on after the event particularly where other services, such as catering, are required. These charges must be paid within 7 working days of receipt of the invoice.
- 3.8. Block bookings may be invoiced and charged up to 48 hours before each booking or by other prior arrangement agreed by the events or sports complex manager and accounts.

- 3.9 Clubs and Societies with regular bookings of less than ten weeks will pay by separate arrangement set out in advance in writing.
- 3.10 All bookings and events will be subject to VAT at the applicable rate.
- 3.11 The School reserves the right to charge the Hirer for any repair or supplementary cleaning costs incurred as a result of the letting.
- 3.12 Please note that a charge may be levied for late payment.

4. Priority of Use

- 4.1 Priority will be given to School functions at all times.
- 4.2 Where a letting is affected by a School function, the School will give the Hirer as much notice as possible and will offer alternative facilities if available.

5. Amendments and Cancellation

- 5.1 The Hirer must confirm in writing to the School guest numbers, timings and any special request in relation to the function at least 7 working days prior to the event.
- 5.2 If the Hirer wishes to cancel or postpone any booking without further charge, the Hirer must do so in writing no less than 4 weeks in advance unless otherwise agreed. If such notice is not received then the following scale of charges may apply:
- 5.2.1 If notice is received less than 4 weeks but more than 7 days before the event, the School will be entitled to charge 25% of it's total fee for that event.
- 5.2.2 If notice is received less than 7 working days before the event, the School will be entitled to charge 100% of it's fee for that event.
- 5.3 It is the responsibility of the Hirer to notify participants of any changes in dates or venues as a result of a cancellation or amendment.
- 5.4 In the rare case that bad weather or maintenance may make it unsafe on health and safety grounds for the booking to go ahead, the School will notify the Hirer as soon as possible. The School will endeavour to work with the Hirer to find another date for the booking where possible.

6. Behaviour

- 6.1 The Hirer is responsible for ensuring the preservation of good order for the full duration of the letting until the premises are vacated.
- 6.2 The Hirer, their Service Providers and guests must only use the spaces or venues authorised under the terms of the booking or authorised in writing.
- 6.3 Children must be supervised at all times within the School buildings and grounds.
- 6.4 Noise must be kept at a reasonable level, as determined by School staff.

7. Safeguarding/Health and Safety

- 7.1 The Hirer is responsible for Child Safeguarding and Health and Safety issues which are pertaining to their event including a risk assessment where appropriate for the booking.
- 7.2 Where School facilities are hired by an outside organization, for the purpose of running any course or activity for children, the organisation will be asked to provide the School with the following information:
- Proof of DBS checks of instructors/staff
 - A copy of the organisation's safeguarding policy
 - A named safeguarding officer for the organisation

In the event that the facilities are hired by a private individual (e.g. a birthday party), the school will ensure that safeguarding procedures and contacts are clearly displayed.

- 7.3 The hirer will be made aware of the School's Designated Safeguarding Lead, Somerset Direct and other local contacts who can be contacted for Safeguarding purposes.
- 7.4 The Hirer is responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made unless separate written agreement is given.

- 7.5 The Hirer must ensure that the participants are aware of emergency evacuation procedures and assembly points.
- 7.6 The Hirer is responsible for the prevention of overcrowding and for keeping corridors, stairways and exits clear at all times.
- 7.7 The Hirer must have immediate access to a mobile phone and emergency contact numbers in case of emergencies.
- 7.8 The Hirer must ensure that car parking is managed to ensure individual safety and prevent a nuisance on the public highways.
- 7.9 Any accident, or incident, or damage on the School premises should be reported as soon as possible to School staff.
- 7.10 The Hirer must ensure that no animals or birds (except guide dogs) are brought onto the School premises unless otherwise agreed in writing by the School.

8. First Aid Facilities

- 8.1 There is no legal requirement for the School to provide first aid facilities for the Hirer.
- 8.2 The Hirer should make their own arrangements, including the provision of first aid equipment and training for personnel as appropriate.

9. Furniture and Fittings

- 9.1 Furniture and fittings must not be removed from the School buildings.
- 9.2 No fittings or decoration of any kind necessitating drilling, nails, screws, pins, sticky tape or adhesive tack are permitted unless otherwise agreed with the School.
- 9.3 Community notices or signage must be handed to School staff to display where possible.
- 9.4 In the event of any damage to the premises or property from the letting, the hirer will be required to pay for the cost of repairs.

10. Equipment

- 10.1 The Hirer must supervise the safe and appropriate use of all equipment and is responsible for ensuring the suitability of all equipment used.
- 10.2 The use of School equipment is only permitted if requested on the booking form or in writing and agreed by the School in advance and the Hirer is liable for any damage or loss of School equipment.
- 10.3 The Hirer must not bring equipment or articles of an inflammable, explosive or dangerous nature onto the School premises.
- 10.4 The Hirer must give details of equipment which will be brought into School on the application form and is responsible for ensuring it is in good order. It must be brought into and removed from the School buildings within the duration of the letting.
- 10.5 If storage of equipment is requested then the School will look to accommodate that request but this must be agreed in writing.
- 10.6 No liability can be accepted on behalf of the School for the damage or loss of any equipment provided by the Hirer.
- 10.7 Any electrical equipment brought into the School must have evidence of a Portable Appliance Test.

11. Food and Drink

- 11.1 The School contracts a Catering Company who will provide any food and drink required by the Hirer at an agreed cost.
- 11.2 The Hirer cannot bring food or drink into the School premises without written approval.
- 11.3 If an exception is made and approval given to prepare, serve or sell food or drink then the Hirer must ensure all relevant food health and hygiene legislation/regulations are observed.
- 11.3.1 If an exception is made then a charge may be applied.

- 11.4 If serving food or drink then the Hirer must observe safe working practices and must include plans for this within their risk assessment.
- 11.5 Drinking glasses or bottles must not be taken in the Sports Hall or onto School playing fields.

12. Alcohol, Smoking and Drugs

- 12.1 No drugs, Smoking or Vaping are permitted on the School premises (either indoor or outdoor at anytime).
- 12.2 Only alcohol provided by the School is permitted on the School premises and can only be consumed by those over the age of 18.
- 12.3 The Hirer must take measures to refuse admittance to any person thought to be supplying or under the influence of alcohol or drugs. Any person already on site thought to be under the influence of alcohol or drugs must be treated with care and the necessary steps must be taken by the Hirer to ensure their safe treatment and removal from the premises.

13. Copyright/Performing Rights/Public Entertainment

- 13.1 The Hirer must not, during the occupancy of the School premises, infringe any existing Copyright or Performing Rights Regulations.
- 13.2 Film, musical, dancing and stage events will be considered public entertainment unless entrance is restricted to members of the Hirer's Organisation.
- 13.3 The Hirer is responsible for obtaining the relevant licenses for public entertainment if needed.
- 13.4 The Hirer must ensure that no public nuisance is caused as a result of the booking.

14. Vacating the Premises

- 14.1 The Hirer will ensure that the premises are vacated promptly at the end of the letting period.
- 14.2 The Hirer will leave the venue/space hired in a tidy condition.
- 14.3 All litter must be placed in the bins provided. Excessive rubbish should be removed from site.
- 14.4 The Hirer will ensure that all School equipment is turned off and returned to the original or agreed position.
- 14.5 The Hirer remains responsible for children, young people or vulnerable adults taking part in any event or activity until an appropriate adult collects them from the School premises.

15. Liability

- 15.1 The Hirer will be required to confirm that adequate and appropriate Public Liability insurance cover is in place for the event and all activities unless otherwise agreed. Wellington School accepts no responsibility for direct, indirect or consequential loss or damage to property belonging to the Hirer or any of its guests.
- 15.2 Wellington School is a large campus and maintenance and repair are ongoing. Wellington School shall not be liable for any nuisance, inconvenience, loss or annoyance caused by the presence of any necessary maintenance or building works during the period of hire. Wellington School shall endeavour to minimise such works during the event.
- 15.3 Wellington School reserve the right to revise the terms and conditions of hire. If this occurs, a revised set will be sent to the Hirer prior to the date of the event.

16. Security

- 16.1 School staff will be responsible for locking and unlocking School buildings.
- 16.2 Any trespassers found within the School premises should be reported to Security or Duty Staff.
- 16.3 The Hirer and participants are not permitted within any area of School premises not included in the letting.
- 16.4 The School reserves the right of access to all School premises at any time.

Data Protection

Please see our Privacy Notice on the Main School website under Policies.