



## CONDITIONS OF HIRE OF PERINS MAT FACILITIES

### 1. Definitions

- a) "the school" means The PERINS MAT registered office, Perins School, Pound Hill, Alresford, Hampshire SO24 9BS
- b) "Perins" means Perins School, Pound Hill, Alresford, Hampshire SO24 9BS
- c) "Sun Hill" means Sun Hill Junior School, Sun Lane, Alresford, Hampshire SO24 9NB
- d) "the hirer" means the person or organisation hiring any part of the Indoor or Outdoor MAT facilities. No person under the age of 18 years will be accepted as a hirer;
- e) "organisation" means a properly constituted organisation;
- f) "booked period" means the period or any day reserved for the hirer. A single period is defined as a 55 minute booking;
- g) "period of hire" means the period during which booked periods have been reserved for the hirer;
- h) "the portal" means The School Hire Portal which can be found at <https://theperinsmat.schoolhire.co.uk/>
- i) "in writing" means via email or letter to and from our registered office postal address.
- j) "an event" means a booking that falls out of scope of the school's normal facility hire, requiring a bespoke risk assessment.

### 2. Interpretation

- a) **What do these terms cover?** These terms are the terms and conditions on which we supply facility hire to you.
- b) **Why you should read them?** Please read these terms and conditions carefully before submitting your booking application. These terms will tell you who we are and how we will provide services to you, how we may change or cancel the booking, what to do if there is a problem and how to contact us. If you think there is a mistake with these terms, please contact us.
- c) **Changes to these terms.** These terms and conditions are subject to change. When a change takes place, a new copy can be obtained from the portal or school website.
- d) **How we will accept your booking.** Our acceptance of your booking through the portal will confirm your booking with us, subject to receiving necessary documentation where required and payment.
- e) **If we cannot accept your booking.** We will contact you in writing or by phone if we are unable to take your booking and you will not be charged. This may be due to unexpected limits on our resources which we could not reasonably plan for or because we have noticed an error in the price or description of the facilities on offer.

### 3. Payment:

- a) Block Hire - Payment for block booked facilities is required monthly in advance and is due by the first block booked date in each calendar month as appropriate. In the event of charges not being paid on the due date all further booked periods may be cancelled.
- b) Payment is due for all block booked dates whether or not the facilities are in fact used. Cancellations of any booked dates must be received in writing (in conjunction with Conditions 5).
- c) One off event booking – A deposit of 25-50% is required to secure the booking subject to a pre-event planning meeting to determine the scope of the hire. The full payment is required a minimum of 30 days in advance of the event.
  - i. Damage bond – A refundable deposit (in conjunction with Conditions 5) subject to the scope of the hire/event will be required in order to secure the booking. In the event of the booking being cancelled by the school the damage bond will be refunded in full.

### 4. Refusal or Cancellation of Bookings by the school:

The school reserves the right to refuse any application or to cancel or terminate any booking, for any reason whatsoever, without being bound to give any reason for doing so and the school will not as a result of the exercise of this right incur any liability for breach of contract, or otherwise, or be held liable for any expenses incurred by the hirer either indirectly or directly from such refusal, cancellation or termination. Any charge for school facility hire or an apportioned part thereof will be refunded, subject to Condition 9 hereof.

### 5. Cancellation & variation policy by the hirer

- a) **The hirer cancelling the booking.** Over 30 days before the booking: We are happy to offer a full refund or transfer your booking to another date upon request.
  - a. Over 14 days before the booking: We will give a 50% refund
  - b. Less than 14 days before the booking: We are not able to offer a refund

Please note that the time period stated refers to start of the day, not the start of the booking. All refunds are limited to booking fees only. If you book local accommodation, you may choose to take out cancellation/holiday insurance.



Cancellation must be made to the school via the portal unless the school classifies your booking as an event.

- b) Variation to the contract must be communicated via the School Hire Portal prior to the event taking place.

#### 6. Responsibility of the Hirer:

The hirer shall ensure that all users of the school facilities, under or by virtue of the hiring, comply with the General Regulations of the school facilities (which shall be deemed to be incorporated in these Conditions) and the hirer shall be liable to the school for any breach thereof or of these Conditions as if such breach had been committed by the hirer.

- a) Follow the school rules and regulations for facility usage located here: <https://www.perins.net/facility-hire-at-the-perins-mat/>
- b) Do not exceed the maximum capacity of booked spaces as defined by the fire risk assessment. This can be obtained on request from the school facility team. Fire safety information can be obtained from our website.
  - a. Fire exits must not be blocked at any time.
  - b. Access to firefighting equipment must not be impeded
  - c. Fire doors must be kept closed.
- c) Participants in events/competitions/matches must be met by the hirer's nominated person and directed to the venue and changing rooms.
- d) Appropriate footwear and clothing must be worn at all times. No jeans, outdoor shoes, boots or high-heeled shoes are permitted in indoor facilities. No blades are permitted on synthetic pitches. The school staff may ask participants wearing inappropriate attire to leave the facilities.
- e) The use of cameras and recording equipment is strictly forbidden in indoor or outdoor facilities and all changing areas.
- f) Please note that animals, other than assistance dogs are not permitted on site without express permission of the school.
- g) The school has a zero-tolerance policy to alcohol unless express permission is given by the school for a temporary event notice and licence to sell on school premises.
- h) The school has a zero-tolerance policy to smoking or vaping on school premises.
- i) Food and drink (other than drinking water) are not permitted in any indoor facilities or on outdoor courts/pitches except in pre-designated areas. Plastic bottles must be used for drinking water. Glass may not be taken onto any school site.
- j) All rubbish must be disposed of in the bins provided. The hirer is responsible for ensuring the venue is left clean and tidy and all rubbish has been disposed of appropriately. A charge will be levied for each hour of cleaning required where significant levels of rubbish have been left.
- k) Events will be charged for rubbish disposal if deemed necessary at the time of booking.
- l) External bookings will be expected to provide adequate first aid cover and provision for the booking. The school must be notified of any accidents taking place on site. This information must be passed to facilities staff so that the relevant recording systems may be implemented.
- m) Users leave personal items in rooms / changing room at their own risk.
- n) Items that are prohibited on site are: drones, fireworks, party poppers, candles, naked flames.
- o) The hirer must report any defects to the school with immediate effect to facilities staff or via email.

#### 7. Hiring by Organisations

- a) Applications for the hire of premises or facilities must be made to the school via the portal.
- b) All organisations applying for hire of facilities must be prepared to furnish proof that they are a properly constituted organisation;
- c) Block hire may be for a period of up to but not exceeding 12 months;
- d) The school will require an organisation to take out insurance cover against such risks as may be specified; covering personal liability of those taking part in activities on site. The organisation should also take steps to ensure the health and safety of its staff, volunteers, visitors and contractors under coaching and direction at all times, as far as they are able on the school site.
- e) The hirer will be responsible for the professional standards and indemnity of its staff, contractors and volunteers and appropriate accreditation with its governing body. This includes but is not limited to qualifications, first aid provision, insurance and DBS screening.
- f) The hirer may be asked to employ sufficient stewards to maintain good order during the hiring and shall expel any person acting in a disorderly manner, or disobeying the instructions of the school staff;
- g) The hirer shall make arrangements for any special catering requirements at least fourteen days before the booked period; this should be communicated to the school via email. We require proof of food hygiene insurance and a completed food safety disclaimer.
- h) Access to the facilities by all persons using a block booked facility is at all times to be through the official entrance of the school.
- i) Authorised vehicles are to be parked in the official car parks. Under no circumstances are cars to be parked on the access roads or playing fields.
- j) We do not allow inflatables on site without seeking prior permission, in writing, from the school.



- k) The hirer shall be liable on demand for any damage to the premises or the fixtures, fittings, furniture and any articles belonging to the school and caused by his/her use of the premises. The cost of such damage shall be assessed by the Facilities Manager whose decision thereon shall be final.
- l) For events, the school will require documentation 14 days in advance of the booked start date. Required documents are but not limited to:
  - a. Event program with associated risk assessments
  - b. Liability insurance documentation for the hirer and their designated subcontractors
  - c. Certification documents; food hygiene certificate, Temporary event notices, traffic management plans.
  - d. A list of key contacts and an emergency action plan

#### **8. Supply & storage of Information**

- a) All communication between the hirer and the school should be completed via the School Hire Portal or in writing.
- b) The hirer shall report all non-sporting injuries, accidents and near misses to the school, and where necessary supply the names and addresses of those involved.

The privacy notice statement can be found at this web address: <https://www.perins.net/wp-content/uploads/2021/05/Privacy-Notice-Summary-Perins-1.pdf>

#### **9. Cancellation due to force majeure & weather**

The school will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside its reasonable control (Force Majeure Event). A Force Majeure Event includes but is not limited any act, event, non-occurrence, omission or accident beyond the school's reasonable control. In the event of the school this includes, in particular (without limitation), the following:

- a. extreme adverse weather conditions;
- b. interruption or failure of utility service, including but not limited to electric power, gas or water;
- c. impossibility of the use of public or private telecommunications networks;
- d. any pandemic, epidemic or other health emergency or lock-down issued by the government, and any period of self-isolation or shielding required by Personnel as a result of following prevailing Government guidance during the course of a pandemic, epidemic or other health emergency;
- e. strikes, lock outs or other industrial action;
- f. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- g. fire, explosion, flood, earthquake, subsidence, epidemic or other natural disaster; or
- h. impossibility of use of the railways, shipping, aircraft, motor transport or other means of public transport.

In such cases we will endeavour to find a mutually convenient alternative date for the cancelled event or issue a pro-rata refund. The school will not accept liability for any additional costs incurred by the hirer in the event of such a cancellation.

In the event of inclement weather please contact the school to confirm the availability of the pitch. Please telephone the school facility team on 07778471669, one day prior to the event.

#### **10. Additional facilities**

Parking is available onsite but is not guaranteed as part of your booking unless directly arranged with the school.

#### **11. Breach of Regulations**

If any booked period of hire is cancelled or terminated by the school as a result of any breach of these conditions, the hirer shall remain liable for the charges due up to and including that date, but without prejudice to any claim which the school may have against 'the hirer' arising out of such breach or otherwise.