

## TERMS AND CONDITIONS OF USE FOR TRURO SCHOOL AND TRURO SCHOOL PREP FACILITIES GENERAL

1. The Club/Organisation in whose name the booking is made shall be deemed to be "The Hirer" for the purpose of these conditions.
2. The hire of a specific facility shall not entitle the Hirer to use or enter any other grounds or buildings of Truro School or to use the facility outside the specific times of hire.
3. The Hirer is responsible for ensuring that good order is kept and that full and adequate supervision maintained over all activities including the orderly and safe entry and departure of participants.
4. Truro School Enterprise (TSE) reserves the right to enter the facility at any reasonable time, for the purposes of inspection or to carry out necessary repair or maintenance but undertake to advise the Hirer of such a need as it arises, prior to entering the facility whenever possible.

### FACILITY BOOKING

5. A booking is personal to the Hirer and cannot be assigned to another Club/Organisation.
6. All bookings must be made on the prescribed form. Telephone bookings will be accepted on a provisional basis and held for a maximum of two weeks or until a booking form is received, whichever is the earlier.
7. The hours of hire are the total of those for which the hired premises may be used by the Hirer and includes any set-up/clear-up time. The hired premises may not be used or occupied prior to the stated time of hire. TSE reserves the right to make a further charge as a result of exceeding the allotted time or the need for additional resources.
8. TSE reserves the right at any time to refuse or cancel the hiring of any hired premises. TSE shall not be liable for any payment whatsoever, either to the Hirer or to any other person in respect of a claim of compensation or damage arising in any manner from the cancellation of any hired premises.
9. TSE does not give any guarantee as to the standard of any facility nor to the maintenance or improvements of this standard during the duration of the hire period. The Hirer should be aware of the standard of any facility upon submitting his/her booking form and such applications will be deemed to be for the particular facility as seen.
10. A completed and returned booking form will be accepted as agreement of the term and conditions of hire set out by TSE.

### FACILITY USE

11. The Hirer shall be liable and responsible for any loss or damage to the facilities during the period of hire and to any part of its fixtures, fittings or equipment and must undertake not to act in such a way that might constitute a breach affecting the school's insurance of the premises.
12. No decorations are to be placed upon or additions made to the hired premises and no unauthorised posters are to be displayed outside the school advertising an event without the consent of the Bursar.
13. No pets or other animals (other than guide dogs) are allowed in or on Truro School facilities without express permission of TSE.
14. No radios or other sound reproducing apparatus are to be used within the area of Truro School

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- 15.** Hirers making use of the Truro School Swimming Pool must have adequate qualified lifeguards in attendance at all times, who will be provided and trained by Truro School, at the cost levied to the hirer as outlined in the booking form. This charge may be increased dependant on any rises in the national minimum wage and additional payroll on costs. Hirers wishing to supply their own lifeguard cover must supply proof of qualification upon completion of the booking form. Any company wishing to bring equipment into the centre for use in the swimming pool other than swimming aids such as woggles, goggles, water polo approved balls and armbands, must first seek approval from the Swimming Pool Manager at the time of booking. All swimming pool bookings and users are subject to Truro School's swimming pool normal operating procedures; copies of which can be obtained on request.

### FACILITY UNAVAILABILITY

- 16.** Truro School Enterprises (TSE) may deem whether any facility is unfit for use. The decision may be taken by either the Bursar or their nominated representative or Duty Caretaker and any such decision shall be final. In the event of foul weather making any facility unusable no charge will be levied.
- 17.** Truro School & Truro School Prep facilities will be unavailable on public holidays and during the Christmas break when the schools are closed for approximately two weeks.
- 18.** All sports facilities work on the school term year as set out by Truro School. This may differ to state school term dates

### CHARGES & PAYMENTS

- 19.** Charges for the facilities are outlined on the facility hire pricing list and are not negotiable. A full list of charges is available on request.
- 20.** The hire charges, unless specially stated to the contrary, are for the use of the hired premises and includes the ordinary preparation and reinstatement of the hired premises and accessories; the ordinary use of the Enterprises staff, the ordinary use of heating and lighting; together with such apparatus and appliances as are agreed in writing by TSE. Any additional equipment or appliances or other furniture required by the Hirer must be provided at the Hirers own cost and must be agreed with TSE at the time of booking in writing.
- 21.** Block and continuous bookings are VAT free for schools and official sports clubs subject to the following conditions being met
- The bookings must be for a series of 10 sessions, for the same activity in the same place
  - Bookings must be for a school, sports club or formally constituted association
  - The booking for the series must be evidenced by a written agreement (booking and agreement form)
  - The user must have exclusive use of the facility booked
  - Intervals between bookings must be for no less than one calendar day and no more than fourteen
  - Should a session be cancelled by the hirer bringing the bookings to less than 10 sessions, VAT will be charged for all bookings in that series.
  - In the event of a facility closure or cancellation by TSE such as bank holidays, Easter and Christmas breaks intervals between a series of 10 may be extended for the time the facilities are closed only and no longer.
- 22.** Invoices must be settled in full 30 days from date of invoice and TSE reserves the right to cancel further use of Truro School facilities or services with no notice should payment be outstanding.

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- 23.** Charges Review - Charges will be reviewed every 12 months by the Bursar, Finance Manager and Sports Centre Manager. Regular Hirers will be given a minimum of one calendar months' notice of any changes to the charges whenever possible. TSE reserves the right to implement changes to pricing at any time of the year.

### CANCELLATIONS

- 24.** All cancellations must be confirmed in writing as soon as reasonably practical to the Booking Office or by telephone at least 48 hours before the booking commences. Cancellations after this time may still be charged.
- 25.** TSE reserves the right to cancel bookings of facilities in light of a school event that may need use of the facility. Truro School events hold precedent over all external hiring's. Truro School will endeavour to give as much notice as possible prior to cancellation.

### DAMAGES

- 26.** The Hirer takes full responsibility for the facility during the period of hire and must take all reasonable and proper care of its decoration, flooring, furniture, pictures, ornaments, fittings and effects, whether in or on the facility, and leave them in the same clean and tidy condition at the end of the hire period. Any damage or breakages caused must be paid for, after consultation with the Bursar or Events Manager as to the extent of damage or items broken. Items broken will be charged at the replacement cost but any damage to the fabric of the facility or its furnishings will be quoted for by an independent source.
- 27.** TSE does not accept responsibility for any loss, damage or injury suffered by the Hirer or any other person as a result of any failure, breakdown, leakage or accident whatsoever, necessitating the cancellation or interruption of the hiring and the Hirer shall indemnify TSE against any costs, claims or demands arising out of such failure, breakdown, leakage or accident.

### CHILD PROTECTION

- 28.** Where children are going to be involved in any activity that you carry out, the Hirer is responsible for their supervision – TSE may check that the Hirer has suitable provisions in place to safeguard their health, safety and welfare. The Hirer will normally need to provide a copy of their Child Protection Policy. The only exceptions are where the hirer is a private individual hiring the premises for personal use – for example; a member of the public hiring a facility for a child's birthday party.

### CATERING

- 29.** Catering is only to be supplied by Truro School catering department unless by prior agreement with TSE. No mobile catering vehicles will be allowed to operate from School premises without written approval by TSE.

### PARKING

- 30.** Parking for all users of Truro School and Truro School Prep facilities is strictly limited to the main car parking areas.
- 31.** Vehicles are parked at the owner's risk and Truro School, Truro School Prep and Truro School (Enterprises) Ltd accept no liability for any loss or damage to vehicles or property.