



1. Hirer

The Hirer must be aged 18 years or over and shall be the person responsible for the booking. The Hirer shall be responsible for the payment of all fees and charges in respect of the hiring, including any charges for damage caused by the Hirer or any member of his group whilst on site and for the observance and performance in all respects of the conditions and stipulations contained herein. Such responsibility remains even where the Hirer is unable to attend site for all or part of his booking(s). Where the Hirer is absent during all or part of his booking(s) he must nominate a deputy who shall make himself known to the Extended Use staff on site. The deputy will be required to complete a site induction, pass on any relevant safety information/rules to the group and take responsibility for the actions and behaviour of the group during the booking(s). However, the absence of the Hirer and nomination of a deputy(s) does not relieve the Hirer of any of his responsibilities under these Terms and Conditions.

1A Clubs

Clubs working with Young People are requested to have NGB accreditation which ensures they have the relevant qualifications and training to work with young people.

2. Health and Safety

St Luke's Science and Sports College will provide the Hirer with a site induction containing information necessary to ensure his health and safety and that of his group. The Hirer should take careful note of the information provided and follow any instructions given. As the named organiser, responsibility lies with the Hirer to ensure that he and his entire group comply with all health and safety instructions and obey all site rules. The Hirer is responsible for communicating to his group all health and safety instructions/guidance/information given to him by St Luke's Science and Sports College, including the instructions contained within the site induction, site rules and these terms and conditions. In particular, he must ensure that

his group are aware of the location of emergency exits and the emergency evacuation assembly point. A Personal Emergency Evacuation Plan (PEEP) must be provided by the Hirer, prior to any use of the facilities, for any mobility impaired member of his group who is likely to experience difficulty or require assistance in the event of an emergency evacuation (e.g. wheelchair users). St Luke's Science and Sports College are able to supply blank PEEPs and will, on request, provide advice on their completion. Any decision to withdraw/amend facilities for health and safety reasons will be made by St Luke's Science and Sports College and will be final.

3. Use of Facilities

No use of the facilities may be made without prior agreement from St Luke's Science and Sports College. The Hirer may only use the facilities for the purpose that has been declared and agreed. The Hirer must satisfy himself that the facilities are suitable for the declared use. The Hirer will, prior to any use of the facilities, provide St Luke's Science and Sports College with a completed risk assessment and proof of valid public liability insurance covering the declared activity. Payment in full is required one month prior to any use of the facilities. St Luke's Science and Sports College reserves the right to decline any booking without giving a reason.

4. Time Limits

All use of facilities must take place at the agreed date(s)/time(s). Groups should not enter the school grounds until 15 minutes prior to their booked start time. No use of the facilities may be made until the booked start time. A 20 minute allowance for use of the showers and changing facilities is permitted immediately after the booking. All users must fully vacate the school grounds within 30 minutes of the end of their booking, unless they are utilising the catering facilities available. Failure to vacate the facilities/grounds within this time may lead to additional charges being incurred.

5. External Pitches and Outdoor Areas

Use of the external facilities is dependent on there being sufficient lighting available. Bookings made for sections of the astro turf pitch can be made but Hirers should be aware that they should not use any additional space that is free at this time and indeed that other users may book the adjacent sections during that time period. This may result in different sports/activities taking place on the pitch at any one time subject to health and safety. For classroom bookings users should not under any circumstances use any ICT electronic equipment prior to having gained special permission.

6. Use of School Equipment

Not all equipment at the schools is available for Community Use. Equipment which is owned by the school may not be used without written permission from St Luke's Science and Sports College. Full details of available equipment may be obtained from St Luke's Science and Sports College at the time of booking.

7. Entertainment Programming

The Hirer will, if requested, provide a copy of the programme of any entertainment which is proposed to take place during the booking. St Luke's Science and Sports College reserves the right to refuse, restrict or amend any entertainment which it deems to be unsafe, inappropriate or otherwise unacceptable. Furthermore, St Luke's Science and Sports College reserves the right to make such a decision without giving a reason.

8. Children's Entertainment

The Hirer will ensure that they comply with all current legislation regarding the care and supervision of children during the booking and remain fully responsible for the safety and wellbeing of those in their charge. St Luke's Science and Sports College may request copies of Criminal Record Bureau checks or other documentation that it deems appropriate. Failure to provide such documentation on request will result in cancellation or amendment of the booking.

9. Licensing

The hired premises shall not be used for the sale or supply of intoxication liquor, or the holding of any public entertainment, film exhibition, lottery or other similar function without the consent of the Governors, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Governors if required.

The hired premises shall not be used for any betting, gaming and gambling.

The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

St Luke's Science and Sports College reserves the right to refuse any such request, even if a Temporary Event Notice has been obtained. St Luke's Science and Sports College will not be liable for any loss incurred by the

Hirer though his failure to secure a Temporary Event Notice, or any other documentation required by law, prior to his booking.

10. Fees and Charges

The Hirer shall pay to St Luke's Science and Sports College the charges appropriate to the hiring as determined by St Luke's Science and Sports College and notified by invoice(s). The Hirer will pay VAT where applicable at the prevailing rate on all bookings. All charges must be paid in full prior to the booking. Late cancellation fees may apply, subject to the conditions stated in clause 11. Prices are outlined on the Exeter Bookings Website.

10.1 VAT Charges

1. Where a room is hired and the facilities are merely incidental, e.g. an overhead projector, the organisation will be exempt from VAT.
2. Where a room is hired because of the specialist facilities it contains, and this predominated in the composite charge, then VAT is applicable at the standard charge; currently 20%.
3. For sporting and physical recreation - If a single let for a continuous period exceeding 24 hours - it is exempt from VAT.
4. If a let is for a series of 10 or more periods, each session is for the same sport or activity carried out at the same place (the venue but maybe a different court) and the interval between each session is at least a day and not more than 14 days it will be exempt from VAT. (There is no exception for longer intervals than 14 days which arise through closure such as public holidays).
5. If the organisation letting the facility is a registered charity it will be exempt from VAT.

11. Cancellation of Booking

St Luke's Science and Sports College reserves the right to cancel any booking where weather, maintenance (planned, preventative or emergency) or other restriction prevents use. St Luke's Science and Sports College will seek to advise users of any disruption to their booking at the earliest opportunity and, if requested, will attempt to relocate the booking to alternative facilities where possible. Payments made for bookings which cannot be accommodated will be returned in full. The Hirer may cancel any booking, without penalty, by giving 7 days' notice to St Luke's Science and Sports College. The Hirer should ensure that he receives a Cancellation Reference Number and may remain liable for payment in full if he is subsequently unable to produce this reference. Any payment made to St Luke's Science and Sports College for a booking which is cancelled more

than 7 days prior to the event will be refunded. However, the Hirer will remain liable for the payment of any additional costs incurred by St Luke's Science and Sports College which cannot be recovered (e.g. applying additional markings on the all-weather pitch, external hire of equipment, etc.). Any booking cancelled within 7 days of the event will be charged in full.

Bookings are taken subject to the premises not being subsequently required for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, the Governors will refund the Applicant all charges made by them and already paid by the Applicant. Neither the Governors nor the Council shall be liable to pay any compensation for any loss incurred by the Applicant.

12. Accidents

All accidents and incidents must be reported immediately to the designated staff on site and an accident report completed. The Hirer is responsible for notifying the HSE of any RIDDOR involving him or any member of his group. The Hirer is responsible for ensuring adequate first aid cover for his group. No first aid provision is provided on site by St Luke's Science and Sports College.

13. Catering Services

All requests for catering must be made through St Luke's Science and Sports College who will in turn liaise with Carillion. Carillion are able to provide a full range of catering options. Further details and costs are available on request. Any Hirer wishing to make his own catering arrangements must request permission from St Luke's Science and Sports College in writing. An additional charge may apply.

14. Smoking

Smoking is strictly prohibited on site. The hirer is responsible for ensuring that no members of his group, or persons associated with his group, smoke whilst on site. Failure to comply may result in the complete cancellation of future bookings for the entire group.

15. Dogs

No dogs, except guide dogs, are allowed on site. The Hirer is responsible for ensuring that no members of his group, or persons associated with his group, bring any dogs onto the site. Failure to comply may result in the complete cancellation of future bookings for the entire group.

16. Behaviour

Abusive language and disruptive, rude or uncooperative behaviour will not be tolerated. The Hirer is responsible for ensuring that all members of his group, or persons associated with his group, behave in an appropriate manner whilst on site and obey the site rules and any requests or instructions from the site staff. Failure to comply may result in the complete cancellation of future bookings for the entire group.

17. Third Party Equipment

Any request to bring third party equipment onto site, with the exception of non-electrical sport or musical equipment (e.g. footballs, acoustic guitars), must be made, in writing, to St Luke's Science and Sports College prior to the booking. The Hirer must satisfy himself that any third party equipment is safe and suitable for its planned use and remains responsible for any damage caused by such equipment. Electrical equipment must have a valid PAT certificate. St Luke's Science and Sports College reserve the right to refuse to allow any third party equipment onto site. No third party equipment may be stored on site without written permission from St Luke's Science and Sports College. Due to limited space, permission for storage is unlikely to be given. St Luke's Science and Sports College will not be liable for any loss or damage to third party equipment whilst stored or used on site.

18. Liability

St Luke's Science and Sports College excludes all legal liability in the event of having to cancel any booking because of fire, flood, strike or other occurrences over which St Luke's Science and Sports College has no control. Except for any liability which it may incur for death or personal injury resulting from negligence and except as required by law, St Luke's Science and Sports College shall not be liable in any manner whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential or other loss, damage or injury howsoever caused which may arise out of or in connection with the occupation of the site by the Hirer or any member of his group or persons associated with his group. The Hirer shall accept full responsibility on behalf of the booking, for any personal injury due to its negligence, and for making good any damage, which may be done, to the site, furniture or other property consequent upon the use of the site by persons attending such bookings.

19. Photography

St. Luke's Science and Sports College do not have permission to permit any user group to photograph or film in or upon any part of the property without the written approval of MSEL and Devon County Council. Any user group wishing to use digital media on site should apply in writing or via email to St. Luke's Science and Sports College.

20. Non-Compliance

In the event of any non-compliance with the conditions laid down within this document and the site rules and regulations made by St Luke's Science and Sports College for the good of the premises, St Luke's Science and Sports College reserves the right to terminate the booking without notice.

21. Data Protection

All data provided by the Hirer to St Luke's Science and Sports College will be treated in accordance with the provisions and requirements of the 1998 Data Protection Act, as amended. St Luke's Science and Sports College will under no circumstances give any personal data to third parties. An extensive CCTV system, operated and managed by Carillion Education, is in place at all sites. Further details are available on request from Carillion.

22. Membership

All users will be requested to become members of the Exeter Bookings via St Luke's Science and Sports College. All members will be issued with an ID card which should be carried by the nominated group member or deputy when on site.

23. Fire Evacuation Procedures

It is the responsibility of the hirer to ensure that they are familiar with the fire evacuation procedures for the site being used. Please contact the member of staff on site if you are unclear of any of the arrangements.