



# ORMISTON SIX VILLAGES ACADEMY



An OAT Academy



## HIRE OF FACILITIES TERMS & CONDITIONS

### Hire

1. The person making the application for the hire of the OSVA (Ormiston Six Villages Academy) facilities shall be called 'the Hirer' for the purpose of these conditions.
2. The Hirer shall satisfy himself that the facilities to be hired are suitable for their purpose.
3. The use of OSVA must not interfere with the proper working of the school or impair its efficiency.
4. The contract for the hire of OSVA shall take effect only upon receipt of a completed booking form, signed terms and conditions, proof of acceptable insurance and, in the case of occasional users, receipt of payment.
5. Where the hirer has a regular booking the hire fee must be paid within 7 days of receipt of the half termly invoice.
6. Where the club includes children under the age of 18 years please confirm the relevant DBS checks for every member of staff involved have been put in place.
7. Where the club includes children under the age of 18 years please confirm that you are aware of the Governments *PREVENT* strategy.
8. If your hire fee is given at a discount or promotional price the hirer should be aware that the renewal contract may be subject to full price charges after the initial promotion has expired.
9. The booking form must be completed fully. If any special equipment or set up is required it must be clearly stated on the form. An extra charge may apply for this service, and OSVA must be satisfied that a competent person supervises the use of equipment.
10. A Risk Assessment for the activity shall be carried out by the Hirer and a copy provided to OSVA at the time of booking.
11. Use of the site is limited to the facility hired, toilets and designated parking only.
12. The hire period includes set up and clear up times. Any extension to the hire period must be agreed prior to the booking taking place to ensure it does not interfere with other lettings. If the booking runs over the stated finish time, the hirer will be required to pay 150% of the hourly rate for the facilities hired. All time overrun will be made up to the next hour.
13. If you require assistance from OSVA staff, please include this on your booking form. There may be a charge for this.
14. All hirers wishing to use their own electrical equipment must provide evidence that their items have been PAT tested within the previous 12 months. (OSVA can provide this service for an extra charge.)
15. Hirers are not permitted to bring food and drink into OSVA without prior consent of OSVA representative.
16. The Hirer may only store items of equipment on the premises with the prior consent of OSVA and a charge will be levied for this service. The Hirer will be responsible for the insurance of any items stored.
17. OSVA reserve the right to alter charges, opening hours, availability of facilities and cancel booking and so forth with reasonable notice.
18. The Hirer shall comply with all reasonable requests made by OSVA representatives, including Six Villages Sports Centre staff, during the period of hiring.
19. Any requests or requirements not stated on the booking form are subject to availability and will incur additional costs.
20. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

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## **Cancellation**

Should the Hirer wish to cancel the booking, then the following fees shall be payable to OSVA:-

Notice of cancellation is more than 4 weeks	- no charge
Notice of cancellation is between 2 to 4 weeks	- 25% of the total fees
Notice of cancellation is between 1 to 2 weeks	- 75% of the total fees
Notice of cancellation is less than 1 week (7 days)	- 100% of the total fees

OSVA reserve the right to cancel any hiring without notice if:

1. The accommodation will, due to circumstances outside of their control, be unavailable for the hire period, or
2. The Hirer has failed to disclose material information concerning the proposed hiring, or
3. There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

## **Insurance and Liability**

1. The Hirer shall be indemnify the Governors and OSVA against all claims for damaged, compensation and/or costs in respect of:
  - a. bodily injury or illness to Third Parties, and/or
  - b. damage to Third Party property caused by or arising out of or being incidental to the Hirers use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million. A £5 million limit may be acceptable depending on the nature of the hire.
3. OSVA shall not be liable for damage to, or loss of property belonging to any person using the campus other than that which is proven to be due to negligence by OSVA.
4. Use of the facilities, equipment and amenities of the OSVA is permitted entirely at the users own risk. OSVA shall not be liable for any personal injury to any user or for any consequential loss, other than as a result of negligence by OSVA.
5. OSVA accepts no responsibility for any claims, actions, demands, proceedings or costs which may be bought against OSVA arising out of or being incidental to the Hirer of the facilities and equipment and shall, if required by OSVA, adequately insure with an insurance company, approved by OSVA, against the foregoing.
6. The Hirer shall be responsible for and shall pay OSVA (on demand) the cost of any loss or damage (fair wear & tear accepted) caused to the OSVA or fixtures, fittings, apparatus, furniture and equipment or other contents thereof, by the Hirer or by any person under their care or control. OSVA shall certify the cost of such loss or damage.

## **Grass Areas / Football Pitch**

1. The Hirer is responsible for checking the condition of the grass / pitch before use / play.
2. The Hirer shall cancel their use of grass / pitch if use of said grass / pitch will be detrimental to the condition of the grass / pitch.
3. OSVA cannot be held liable for injury due to the condition of the grass / pitch.

## **Licences**

1. The Hirer shall be responsible for obtaining any Temporary Event Notice (Licencing Act 2003) that may be necessary.
2. If the Hirer intends to sell intoxicating liquor as part of their event the written approval of the Governors should be obtained first. The Hirer shall be responsible for ensuring compliance with the provisions of the Licencing Acts.
3. The Hirer shall be responsible for complying with the legislation relating to copyright and the requirements of the Performing Rights Society Ltd and Phonographic Performance Ltd concerning the performance of musical work and sound recordings. The Hirer indemnifies OSVA against any breach of this condition.
4. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the site, complies with the relevant legislation.
5. A copy of any licences must be provided to OSVA prior to any event.

## **Times**

1. The commencement of any bookings shall start at the agreed time by both OSVA and the Hirer.
2. The booking shall finish at the time stated on the booking form. If the booking runs over the stated finish time, the hirer will be required to pay 150% of the hourly rate for the facilities hired. All time overrun will be made up to the next hour.

## **Refunds**

1. No refund can be made unless in exceptional cases or due to unforeseen circumstances and at the discretion of the OSVA
2. An automatic credit will be available if the space to be hired is considered unplayable or inappropriate for use. This will only be established on the day/time of hire, and must be agreed by the hirer and OSVA.
3. Once booked and confirmed you are liable to pay for the total cost of your hire.

## **Premises**

1. Any problems with OSVA property must be notified to a OSVA representative at the beginning of the booking. A OSVA representative will check the property at the end of each hire period and the Hirer shall reimburse OSVA, through insurance if necessary, for the loss of or damage to OSVA premises and content therein. (See section Insurance and Liability.)
2. The Hirer shall ensure that the premises are cleared of members of the public and left in a clean, tidy and orderly condition at the end of the hire. OSVA reserve the right to recover from the Hirer any additional expenses occurred as a result of non-compliance with this condition.
3. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings and no placards shall be affixed to any part of the premises. The laying of composition or other preparation on WCS floors is prohibited.
4. Any decorations or notices that need to be put up require the consent of WCS, and must be taken down at the end of the event.
5. OSVA furniture and equipment may not be moved except by prior arrangement.
6. Any alteration to OSVA lighting or heating is strictly forbidden.
7. The hirer is responsible for providing any first aid facilities in accordance with the Health and Safety (First Aid) Regulations 1981.
8. No smoking is allowed on site.
9. No animals are allowed on site. (Except for assistance dogs.)
10. Fire doors must be kept shut (unless in case of emergency).
11. A representative of the Hirer must sign in at Reception/SVSC and be responsible for the register (see point 7). This representative must be aware of the emergency evacuation procedure and assembly point as they will also be responsible for the group in the case of an emergency. (See Evacuation Procedure sheet.)
12. All clubs are required to keep a register of members who are on our site at every session, and this should be available for inspection at any time.
13. The Hirer is responsible for the preservation of good order before, during and after the hire period.
14. Any hiring to which the public are admitted or if the event is a children's entertainment attended by more than 100 children the Hirer should provide an adequate number of stewards throughout the hire period.
15. The Hirer shall satisfy him/herself that the facilities, including all equipment fixtures and fittings, are suitable and safe for the purpose intended before commencing use. If any facility is not suitable or safe they should not be used and the Hirer should draw the matter to the attention of the on-site OSVA representative / SVSC Duty Manager.
16. In the event of difficulties during the period of hire, the Hirer should in the first instance contact the on-site OSVA representative / SVSC Duty Manager.

## **Termination**

1. Upon any breach of the foregoing regulations or conditions by the Hirer (of which OSVA decision is final) the hiring may be terminated forthwith both to the occasions of the said breach and as to any future bookings, and even if the period of hiring has not expired the hirer shall be liable to pay OSVA the full amount payable under the foregoing regulations and conditions but without prejudice to any claim which OSVA may have against him arising out of such a breach or otherwise.

Any feedback in relation to a booking should be sent ASAP (within 7 days) to the Lettings Administrator. All comments are kept on file and followed up if necessary.

These Terms and Conditions of Hire are accepted on behalf of:

Signed:

Print name:

Date: