

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 or email bookings may be accepted on a provisional basis but they will only be held for a maximum of 3 days. After 3 days if a booking form has not been received the provisional booking will no longer stand.
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.
11. Bookings are made on a termly basis, failure to submit a booking form within the stipulated time frame will result in your booking ceasing at the end of the school term.
12. Any dates you do not wish to book within the term must be stipulated on the booking form, failure to do this will result in a booking charge. The responsibility lies with the hirer to ensure all the information on the booking form and confirmation schedule is correct.

### FACILITY USE

13. 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.

14. 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.
15. No pets or other animals (other than guide dogs) are allowed in or on Truro School facilities without express permission of TSE.
16. No radios or other sound reproducing apparatus are to be used within the area of Truro School
17. 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.

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

18. 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 Manager and any such decision shall be final. In the event of foul weather making any facility unusable no charge will be levied.
19. 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

20. 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.
21. 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.
22. Block and continuous bookings are VAT free for schools, official sports clubs and not for profit groups, 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.
  - It is non-profit making.
  - Bookings must be for a school, sports club or formally constituted association or charity.
  - The booking for the series must be evidenced by a written agreement (booking form and confirmation email with a booking summary).
  - 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.

- 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.
- Once a block booking has been confirmed, we are unable to cancel any sessions that would bring the total number of sessions to less than 10, due to the VAT implications. However, it is possible to cancel a session in line with our cancellation policy (see point 27) if the total number of sessions does not go below 10.
- Limited companies, Partnerships and Sole Traders do not qualify for the VAT exemption.

What constitutes a non-profit making club?

It is non-profit making

Its constitution includes a non-distribution clause or limits any distribution of profits or surpluses to- another non-profit making club or its members winding up on dissolution.

It actually uses all profits of surpluses from its playing activities to maintain or improve the related facilities or the purpose of a non-profit making body.

It is not subject to commercial influence nor part of a wider commercial undertaking.

23. 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.

#### 24. PAYMENT METHODS

- Block bookings will be invoiced and must be paid by BACS or by cheque.
  - “ Cheque: Cheques made payable to “Truro School Enterprises” with the invoice reference number stated on the back. Please mail cheques to: The Club Support Administrator, Sir Ben Ainslie Sports Centre, Truro School, TR1 1TH. Or cheques can be delivered directly to the Sir Ben Ainslie Sports Centre reception.
  - “ BACS: Payments made MUST be EXACT quoting the invoice reference number.
- One off bookings can be invoiced or paid upfront by cash/card, cheque or BACS. Cash and card payments are payable direct to the Reception at the Sir Ben Ainslie Sports Centre. Instructions for cheque and BACS payments are the same as for block bookings, outlined above.

25. 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

26. All facility cancellations must be confirmed **in writing via e-mail** to [sbabookings@truroschool.com](mailto:sbabookings@truroschool.com). Bookings that are not cancelled in writing will still be charged. See point 27 with regards to cancellation of Block bookings (classed as 10 or more sessions), regular bookings (any reoccurring booking) and one-off bookings.

27. Regular bookings and one-off bookings require the following cancellation notice period (a court refers to one badminton court)
- One court – 24 hours' notice
  - Two or more courts, half astro & full astro – 48 hours' notice
  - Bookings of over 4 hours – 7 days' notice
  - Weekend bookings – 72 hours' notice
  - Swimming pool bookings and full sports hall booking – 7 days notice
28. Cancellation of a block of booking bookings (including mid-way through a series) require one months' notice in writing.
29. 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

29. 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.
30. 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

31. 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

32. 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

33. Parking for all users of Truro School and Truro School Prep facilities is strictly limited to the main car parking areas. These are the main SBA car park and also the top field carpark. We recommend Astro hirers use the top field carpark.
34. 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.

#### HEALTH & SAFETY

35. Each club must be fully insured to cover all risks and must indemnify TSE against any claims or demands arising. The Hirer will be responsible for any claim for injury or damage to persons, property or loss of property which may result from the hire or use of the facilities.
36. The Hirer will also be responsible for any costs incurred as a result of damage caused through the misuse of the changing facilities, ground and/or posts, including damage to maintenance equipment.
37. The Hirer / Hirer's club is responsible for ensuring that appropriate risk assessments are in place for any activity undertaken on TSE land. This includes the appointment of a first aider as required in League stipulations.
38. COSHH (control of substances hazardous to health) legislation should be adhered to for any substances used. Substances must not be stored in any TSE building.
39. Hirers / clubs paying for changing rooms must ensure that they comply with any safety signs and notices. None of the equipment including electrical equipment, water heating equipment, and building heating equipment should be interfered with by any person using the facilities.
40. Hirers / clubs must report any hazard or defect relating to the pitches or buildings to the Sir Ben Ainslie sports centre reception, and follow also in writing to [sbabookings@truroschool.com](mailto:sbabookings@truroschool.com)
41. Hirers / clubs must report any unauthorised use of pitches to the Sir Ben Ainslie sports centre reception.
42. The Hirer will be responsible for ensuring all rubbish / litter is removed from site and/or changing rooms following use and for any and all costs incurred for the removal and disposal of such rubbish / litter.
43. Hirers of the Prep School must use the one-way system while the school is still in use by students and parents. This will normally be until 7.00pm. If the main gate is closed hirers may enter from the back.
44. Injuries and near misses must be reported to the Duty Manager so first aid can be offered and the incident logged in the SBA accident or near miss book.