

## **1. Booking**

1.1 All applications for the hire of premises at TOA Leisure shall be made to the booking Manager on the booking enquiry and application form or in another written format agreed by TOA Leisure In all cases

1.2 The person submitting the Application Form must be appropriately authorised by the Hirer to make the booking and must be over 18 years of age. No agreement will come into force until confirmed either verbally or in writing to the Hirer.

1.3 The Hired Premises will be available for occupation during the Period for Hire on the Application Form. Please ensure that enough time is included in the Period of Hire to set up and clear up before and after use of the Hired Premises. TOA Leisure reserves the right to charge at current published rates for occupancy or use of the Hired Premises or any part thereof for longer than the booked times.

1.4 TOA Leisure reserves the right to decline any application for hire or to cancel a letting.

1.5 All bookings are for a period of 55 minutes, with 5 minutes allowed for a changeover with the following Hirer.

1.6 Group bookings refer to those made by or on behalf of organisations, clubs and groups of people. Individual bookings refer to bookings made by individual members of the community. The responsibility of hirers for group bookings is more significant for those making individual bookings as detailed below.

## **2. Use of Facilities**

2.1 The Hired Premises may only be used at the times and for the purposes agreed by TOA Leisure.

2.2 Members of the Hirer's party are not allowed access to areas of the TOA Leisure site other than those agreed on the booking form. Unauthorised access to other parts of TOA Leisure may lead to immediate termination of the booking.

2.3 The Hirer is not permitted to assign, sub-hire or otherwise dispose of the benefit or burden of any interest the Hirer may have in the Hired Premises.

2.3 The number of persons to be admitted by the Hirer, as part of a group booking, shall be agreed at the time of hiring and the Hirer may be requested to keep a record of the number of persons admitted.

2.4 TOA Leisure has the right, after consultation with the Hirer or other responsible person from the Hirer's organisation, to exclude from the Hired Premises or wider TOA Leisure premises any person considered by TOA Leisure to be unfit or unsuitable. The decision of TOA Leisure will be final in this respect.

2.5 Animals unless these are for visually impaired/ hearing impaired persons are not permitted on the site without written prior approval

2.6 Neither the Hired Premises nor the facilities or equipment may be used for any illegal or immoral purpose.

2.7 Smoking and alcoholic beverages (unless consumed in a bar area authorised by TOA Leisure and a licence obtained when required), drugs, solvents, computer hacking equipment and pornography are not permitted on the premises.

2.8 No food or drink whatsoever is allowed in the Sports Hall, apart from rehydration drinks used by sports event participants, which must be kept in containers with secure lids to minimise the risk of spillage.

2.9 The Hirer will arrange for a named person to familiarise themselves with the Hired Premises and the named person will remain on site throughout the period of hire to be the contact person for employees of TOA Leisure. The named person will be responsible for all activities relating to the hiring.

2.10 The Hirer acknowledges that the Event / Booking may be brought to an end immediately after consultation with the Hirer or other responsible person from the Hirer's organisation and without refund if there is any abuse of the premises or the facilities or other breach of these Terms and Conditions which, in the opinion of TOA Leisure acting in good faith, cannot be prevented or remedied in any other way. The decision of TOA Leisure will be final in this respect.

2.11 TOA Leisure's duly authorised staff may enter any area of the Hired Premises during the period of hire.

2.12 The Hirer may not invite onto TOA Leisure premises persons other than members of the Hirer's party without the prior written consent of TOA Leisure.

2.13 TOA Leisure shall be under no obligation to provide coaches, instructors or event organisers, unless specifically agreed in writing.

2.14 Equipment such as computers, video editing and recording equipment will not be made available unless a competent member of TOA Leisure staff is available to operate them. Separate charges will be made for use of equipment and staffing.

2.15 The movement of tables, chairs or other facilities must always take place in the presence of TOA Leisure staff, unless agreed in advance with TOA Leisure.

2.16 The Hirer shall not alter or interfere with the fittings or fix any nail, screw, hook or other fastening into the floors, ceilings, walls, or any part of the building unless agreed by the Facilities Manager and Estates Supervisor.

2.17 The Hirer may not exhibit any advertising or allow the sale of any goods on TOA Leisure premises.

2.18 The Hirer shall not operate audio visual equipment without the consent of TOA Leisure.

2.19 The Hirer shall not use the name of TOA Leisure in any publicity material or press reports relating to non-TOA Leisure functions without the TOA Leisure's written permission.

2.20 The Hirer shall ensure that all visitors are requested to show consideration to local residents and other users of TOA Leisure when entering the site, using the facilities, leaving the site and parking their cars. All cars shall be parked in accordance with the TOA Leisure's directions and not on adjacent land within the grounds.

2.21 Thin heeled or stiletto shoes may not be worn in the Main Hall or Sports Hall and players must wear non-marking soles unless agreed by the Facilities Manager.

2.22 The Hirer shall be responsible for ensuring that all persons using the various facilities for sports or otherwise are properly attired and wearing suitable footwear. The use of studs or “blades” on the all weather surface is prohibited. The decision of TOA Leisure as to whether attire or footwear is deemed suitable shall be final and binding.

2.23 The Hirer shall leave the Hired Premises within the agreed access times in a clean and tidy condition and remove all litter.

2.24 The Hirer is responsible for the conduct of their visitors and any complaints may lead to the cancellation of further bookings.

2.25 The Hirer is responsible of communicating to all persons using the facility that all bikes, electric scooters and such items are not to be brought through on site, and to be locked and secured appropriately within the car park.

2.26 The Hirer is to make all those who attend as part of their booking, that lights in certain facilities turn off automatically at the end of the day. (Dome - 10pm, 3G Pitch - 9pm). All bookings are expected to ensure that the booking finishes 5 minutes before hand, in line with the 55 minute bookings rule (as mentioned in 1.5), to ensure time for everyone to vacate the pitch.

### **3. Terms of Payment**

3.1 Payment for “one-off group events” is due 7 days before the day of the event. A holding deposit is taken at the time of booking for 50% of the cost of the booking. This will be refunded at the manager discretion after checks of the facility post event.

3.2 Payment of all sports facilities bookings are to be paid prior to the time of booking.

3.3 Hiring invoices shall be paid within 30 days of the invoice dates unless separately specified in the offer documentation or on the invoice. Invoices for regular bookings will be raised monthly. TOA Leisure reserves the right to cancel future bookings if payment is not made within agreed terms.

3.5 If payment cannot be made in accordance with the above terms, due to the absence of the event coordinator or any other reason, then the Duty Manager is to be informed of the expected payment date prior to the due date and the revised payment date agreed with them. Any agreed deferral of the due payment to be entirely at the discretion of the Duty Manager.

3.6 Deposits will be expected for larger bookings, at the discretion of management. 50% of the total cost will be used as a holding deposit and returned once facility inspections have been done post event and management are happy. Any breakages, damages or unreasonable mess will be charged for, using the deposit.

3.7 Interest shall be chargeable in the event of late payment at the rate of 2% per month compound calculated on a daily basis.

3.8 TOA Leisure may share your details with debt collecting agencies if appropriate action needs to be taken. You will be made aware of this prior to it happening.

### **4. Cancellations**

4.1 Facility block bookings may be individually cancelled by the Hirer and/or TOA Leisure, giving 7 days notice or more of each booking cancellation by email. For cancellations with less than 48 hours notice, 100% of the charge will be billed. For any cancellation of the facility block bookings by TOA Leisure, where seven days notice is not given, the Hirer will be offered either a refund of the cost of the cancelled session/s or be given an additional session/s which will be added to the block booking.

4.2 Facility casual bookings can be cancelled by the Hirer by email, giving 48 hours notice, or the Hirer will be charged 100%. Casual bookings can be cancelled by TOA Leisure at any time, when any prepaid fees for the booked session/s will be refunded in full.

4.3 Weddings, large events and exhibition bookings may be cancelled by the Hirer by email. In the event of cancellation the TOA Leisure reserves the right to charge for the booking as follows:

i. If cancelled 60 days or more before the Event an administration charge of 10% of the full value of the booking will be payable.

ii. If cancelled between 30 and 59 days before the Event a charge of 50% of the full value of the booking will be payable.

iii. If cancelled less than 30 days before the Event a charge of 100% of the full value of the booking will be payable

4.4 Event bookings may be cancelled in writing by the TOA Leisure, subject to the following rules about notice and refunds: If cancelled on seven days' written notice after any payment that has fallen due has not been made by the Hirer in accordance with this Agreement, or any other debt owing, with no further correspondence from the Hirer with reasonable explanation of why the sum had not been paid within 24 hours of the written cancellation from TOA Leisure, no refund of sums paid will be given. If a reasonable explanation is given and Management are happy that the outstanding sums will be paid within 24 hours, the booking will remain.

4.5 TOA Leisure shall not be liable to the Hirer for any loss or damage suffered or any cost or expense incurred by the Hirer due to such cancellation or due to any other failure of TOA Leisure to provide the facilities and services booked.

4.6 TOA Leisure reserves the right to offer a suitable alternative venue when necessary.

4.7 TOA Leisure reserves the right to cancel any further bookings made by the Hirer if no cancellation notice is given, "no shows" of bookings occur or if the Hirer is late with payments without reasonable explanation and notice given to TOA Leisure in writing to Management.

## **5. Additional Facilities and Services**

5.1 TOA Leisure will be under no obligation to supply facilities or services that are additional to those specified and agreed. Any that are supplied will be charged at a rate to be agreed at the time and the Hirer will, in addition, pay all reasonable additional charges for insurance, gas, electricity, telephone, personnel and security and value added tax where applicable.

5.2 Security of the Hired Premises and the facilities, for group bookings, shall be the responsibility of the Hirer during the Period of Hire but TOA Leisure reserves the right to charge additionally for the cost of any caretaking or other security provision that in its absolute discretion is required in relation to any particular Event.

## **6. Sports Equipment**

6.1 Unless otherwise agreed, any Hirer using sports equipment provided by TOA Leisure should check the equipment prior to use, but TOA Leisure will set up and dismantle equipment. However, any Hirer may be required, when applicable, to set up and/or take down any nets, posts, goals etc necessary for their activity within the period stipulated in the booking.

6.2 Any Hirer using the Hired Premises will be required to provide their own equipment unless TOA Leisure agrees to supply it at the time of the booking.

## **7. Notices**

7.1 Visitors must comply with any notice displayed within the TOA Leisure campus.

7.2 The Hirer shall not deface any notice within the TOA Leisure campus.

## **8. Control and Health & Safety**

8.1 TOA Leisure gives no warranty that the Hired Premises, facilities and equipment are fit for the Hirer's purpose and visitors use the Hired Premises, facilities and equipment at their own risk.

8.2 The safety, control and instruction of visitors are the responsibility of the Hirer. In the case of group bookings the Hirer must have in place proper health and safety and risk assessment procedures appropriate to the premises, facilities and equipment. The Hirer of group bookings must ensure that the number of persons using the TOA Leisure premises and facilities at anytime is not in excess of the number which may safely use them.

8.3 The Hirer shall comply with Health and Safety regulations and the rules and guidance issued in relation to the premises, facilities and equipment. The Hirer must take all reasonable steps to safeguard and protect the TOA Leisure premises, facilities and equipment (other than consumables) from loss and damage and use them with consideration and with due regard to other occupiers and nearby residents.

8.4 The Hirer of group bookings must ensure that they provide suitable first aid equipment and a suitably qualified first-aider, as part of their risk assessment, apart from a hiring by an individual. The TOA Leisure Supervisor, who will be on site during hirings by individuals, will be a trained first aider.

8.5 The Hirer of group bookings shall be responsible for the control of spectators and shall be liable for any claims resulting from the failure to exercise such control. If the Hirer of a group booking is exclusively occupying any area it will be responsible for controlling its own "gate".

8.6 The Hirer shall identify on the booking form the individual responsible for managing an evacuation of the premises in the event of fire or other incident. The Hirer of a group booking acknowledges that they are responsible for having adequate procedures in place to ensure the safety of people attending the Event.

8.7 The Hirer of a group booking shall be responsible for the safety of all persons attending the Event and shall ensure compliance with all usual health and safety arrangements. In particular, all seats are

to be arranged with sufficient gangways to afford proper means of exit and the Hirer shall keep such gangways and all passages and exits free from obstruction.

8.8 It is the responsibility of the Hirer of a group booking to notify TOA Leisure of any medical conditions affecting any of their participants.

## **9. Storage**

9.1 No storage space is available for Hirers unless agreed by TOA Leisure, an additional charge may be applied when required. The amount will be agreed in writing between TOA Leisure and the Hirer

## **10. Losses and Damage to the Facilities**

10.1 Any damage, on purpose or accidental, sustained by the building, floor, furniture or fittings therein during the hiring shall be repaired or restored under arrangements made by TOA Leisure and all expenses in relation thereto incurred by TOA Leisure shall be immediately repaid to them by the Hirer. Such damage excludes normal wear and tear.

10.2 Any articles owned by TOA Leisure lost or missing from the rooms during or in connection with any hiring must be paid for by the Hirer.

## **11. Loss of Articles**

11.1 TOA Leisure accepts no responsibility for the security of any clothing, money, valuables or other property belonging to the Hirer or those invited as part of the Hirer's party or other visitors, nor accepts liability for their loss or damage. The Hirer shall be responsible for advising all members of the Hirer's party of this condition.

11.2 TOA Leisure shall not, in any circumstances, be liable for damage to or loss of any property, articles or things whatsoever placed or left upon the premises or in the changing rooms by the Hirer or by any persons attending the Event, however such loss or damage may be caused.

## **12. Insurance**

12.1 TOA Leisure does not undertake to maintain any insurances save those required by law. TOA Leisure's public liability policy covers the use of the TOA Leisure facilities by individuals and "small" not for profit organisations who do not have public liability insurance cover of their own. Larger organisations will be expected to have their own annual public liability cover.

12.2 The Hirer must inform TOA Leisure of all material matters of which the TOA Leisure's insurers should be informed in relation to the intended use of the premises and facilities. The Hirer must state whether they have their own public liability cover or not.

12.3 Where the Hirer has their own public liability cover then the Hirer must show these Conditions of Hire to its insurers and maintain suitable and adequate insurance against:

- motor risks, and

- all liability of the Hirer and the Hirer's party for causing personal injury, death and property damage to members of the public including the Hirer's party and TOA Leisure

12.4 The Hirer, where applicable, must obtain and deposit with TOA Leisure a Certificate of Insurance that complies with these conditions and ensure that the interest of TOA Leisure is noted on it and supply on demand a copy of the policy wording and evidence that the premium has been paid.

12.5 Where applicable, the Hirer's public liability insurance cover shall be for a sum no less than £10,000,000.

12.6 The Hirer must consult with TOA Leisure before undertaking any negotiations with insurers concerning a claim under its motor or other liability insurances.

12.7 It is strongly recommended that the Hirer obtains insurance against cancellation risks and against personal accident risks and theft/loss of personal effects in relation to the Hirer's party.

### **13. Liability and Indemnity**

13.1 The Hirer and the Hirer's party use the premises and facilities at their own risk and so far as the law permits shall bear the entire risk of:

- liability and claims for personal injury and death not caused by the negligence of TOA Leisure
- damage, destruction, theft or loss in relation to the premises and the property of the Hirer and its party whether or not the property was in the custody of TOA Leisure
- cancellation, except as otherwise provided in these conditions, and complaints or claims of any other nature in relation to the premises and facilities
- all loss and damage by or to any equipment or other chattel brought onto the premises by the Hirer
- property and equipment which the Hirer brings on to the premises
- all consequential losses whatsoever

13.2 The Hirer shall indemnify TOA Leisure against all such claims and against all loss or damage to the property of TOA Leisure not recoverable under any insurance policy and for which the Hirer or the Hirer's party are legally liable.

### **14. Licences**

14.1 The Hirer shall comply with the conditions contained in all licences granted to TOA Leisure by the relevant Licensing Authorities in respect of the Hired Premises and also with the provisions of the Public Health Acts, Local Bye-Laws and any other relevant statutes or regulations and the requirements of the Performing Rights Society. In so far as any other licence permission or authority is required in respect of the event, the Hirer shall be responsible to determine whether such licence permission or authority is required and to obtain it. The Hirer shall indemnify TOA Leisure against all liability claims, fines or costs on account of the breach of the same.

14.2 The Hirer will, at their own expense, obtain a Temporary Event Notice from the local authority if such a notice is required for their event.

14.3 TOA Leisure does not hold a Public Entertainments Licence for any of its premises. Events may not therefore be held which require one unless a Temporary Event Notice (TEN) has been obtained. A copy of a TEN must be lodged with TOA Leisure five working days before the event. Failure to lodge the TEN with TOA Leisure will result in cancellation of the Hire under clause 4.3 iii.

14.4 TOA Leisure does not hold a Liquor Licence. Hirers requiring one are responsible for arranging their own, once prior written approval has been granted by TOA Leisure.

14.5 No gaming is permitted except in accordance with the conditions of the Gaming Acts when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.

## **15. Freedom of Speech**

15.1 It is the responsibility of the organisers of any meeting or activity at which they may reasonably expect disruption of any kind to inform TOA Leisure at the time the booking is made, and in no case less than 28 days before the date of the event, of the names of the proposed speakers and the subject matters of their talks. Where such prior notice is not given and there subsequently appears to be risk of disruption, the Hirer shall be in breach of the conditions of the booking and TOA Leisure may withdraw permission for the use of its premises and require cancellation of the meeting or activity at any time.

15.2 The Hirer shall ensure that foul racist and abusive language is not used and that any person causing offence shall be removed from TOA Leisure premises immediately.

## **16. Complaints**

16.1 Any complaints with regard to the management and control of the premises must be made in writing to the Manager of TOA Leisure on the following email [amillard@theoxfordacademy.org](mailto:amillard@theoxfordacademy.org)

## **17. Child Protection, Vulnerable Persons and Prevent**

17.1 The Hirer will have regard to current child protection guidance issued from time to time by the Department for Education (and other relevant agencies) and have in place appropriate policies and procedures for safeguarding children and child protection and vulnerable persons.

17.2 The Hirer will advise TOA Leisure of arrangements to liaise with TOA Leisure on child protection matters and will at all times have a nominated person for this purpose.

17.3 The hirer must follow the most recent government policy for Prevent, and must work in line with the The Oxford Academy standards and Local Government.

17.4 All safeguarding, child protection and Prevent issues will be escalated at TOA Leisure and The Oxford Academy's discretion, and the hirer agrees to information to be passed over to authorities with no warning if necessary.

17.5 Where a club hires the facilities to provide a service to children under the age of 16 or vulnerable adults, TOA Leisure will expect a copy of the clubs' Child Protection / Safeguarding Policy to be provided on application and once a year thereafter on review.

17.6 The policy should be agreed by the club's committee and contain the name and contact number of the clubs' Child Protection Officer

17.7 Where a club is affiliated to a National Body governing their activities, the Policy and membership certificate will need to be provided on application for hire. Thereafter, the renewed membership certificate will need to be presented annually to continue the hire

17.8 The management of TOA Leisure reserved the right to refuse a hire if they do not consider that there are sufficient child protection / safeguarding controls by the hirer

## **18. Monitoring, Evaluation and Review**

18.1 The Governing Board will review this policy every two years and assess its implementation and effectiveness. The policy will be promoted and implemented throughout TOA Leisure.

## **19. Out of hours booking**

19.1 Any booking that runs over the planned and agreed hours will be paid at an additional charge of £100 per hour. This fee will be deducted from the deposit provided. If the deposit does not cover the additional charges then an additional invoice will be issued to the hirer for payment of any outstanding monies.

19.2 Out of hours bookings can be agreed and paid for in advance, this will be done during the booking and confirmation stage.

## **20. Fire Evacuation**

20.1 TOA Leisure staff will manage the evacuation of each site safely, but the booker must make sure the people attending the booking comply and listen to the staff.

20.2 No refund or part refunds will be given in the case of an evacuation.

20.3 The evacuation procedures are clearly signed around the school, directing people from the various zones to the correct assembly points. Blocks A,B,C – Northfield Close assembly point. Block E,F – Biomass energy centre (between Mabel P school and the playing fields)

## **21. GDPR and Data Protection**

21.1 By signing this hire agreement, you are agreeing for TOA Leisure to store your contact details and booking information on our cloud based booking service Bookings+. Your details will never be used directly by Bookings+.

22.2 TOA Leisure will only use your contact details for internal reasons; communications, invoicing and booking.

22.3 TOA Leisure will never share your personal details with a third party for promotional reasons.

22.4 TOA Leisure is a trading arm of The Oxford Academy, and adopts it's GDPR policy. This can be found on our website, or please ask for a copy to be sent to you.