

# Moulton College Sports Facilities

## Terms and Conditions

### Fees

1. No discount will be awarded should the booked facility not be utilized for any reason.
2. If the booking is cancelled within 48 hours, the full fee of hire will be charged unless Moulton College deem the facility not fit for purpose. The College reserves the right to remove/cancel dates, e.g. during exam periods occasionally at short notice, or terminate the contract if deemed necessary.
3. Invoices/ payments will be issued and required in advance of the booking.
4. Any bookings that overrun there agreed time will be charged at normal rate + 50%
5. Should an event overrun it will be the decision of the duty manager to allow extended time.
6. Should the hirer fall behind in payment terms then their booking will be immediately terminated.
7. Any additional facilities that are used will charged at the normal hourly rate within the pre booked times.
8. Set up and take down of equipment will be undertaken during the time of hire.
9. Additional costs will be added for hire of equipment such as tables and chairs.
10. The hirer shall be liable for any additional expenses incurred by Moulton College if the event/activity overruns.
11. The hirer shall not assign or sub-let the right to use the facilities and must only use the facility for the agreed purpose.
12. We reserve the right to review prices and will notify customers with a minimum of 4 weeksâ€™ notice.

### Site Rules

13. All litter must be disposed of in the bins provided. It is the responsibility of the hirer to collect any litter left on site by players or spectators.
14. All persons on the site must conduct themselves in a manner, which does not disturb or distract from the following: the enjoyment of other persons or parties on the premises; the conduction of Moulton College business.
15. The Hirer must make suitable provision for the proper supervision of their booking. Specifically, they must ensure that there is no danger, inconvenience or annoyance to other users or members of the public. The hirer must ensure that no undesirable person is permitted to enter their booking in the College facilities and they must remove any one deemed to be inappropriate on site.
16. The hirer will be responsible for any wilful damage caused by players or club members. No smoking is allowed within the facilities.
17. No intoxicants shall be brought onto the premises.

### Heath and Safety

18. Any electrical equipment bought on to the site must be PAT tested in advance to ensure that is electrically safe. Any equipment, in the opinion of a Moulton College employee found not be safe cannot be used.
19. Set up plans and method statements must be provided when setting up equipment on site. No structural or other alterations shall be made to the fabric of the building or any furniture fixture or fittings without written permission from the events manager.
20. Any infringement of the above will lead to charges being levied in relation to additional costs incurred by the college. Moulton College will invoice these additional costs to the respective clients.
21. The client hiring the facilities is responsible for the administration of first aid on the premises. Please report any first aid

incident to the duty sports supervisor.

22. The client is responsible for keeping all gangways, passages and fire exits clear. Fire exits must not be used as a method of entry.

23. Should the fire alarm sound at the centre, you must immediately leave by the nearest available exit and meet at the designated meeting point, whilst complying with any direction from Moulton College colleagues.

### Safeguarding

24. All members of the College's community (staff, students, parents or legal guardians, commercial clients) have an extra Duty of Care for students under 18 (U18s) in or out of the College, at social events organized by the College or in accommodation provided by the College. In the UK, a student under the age of 18 is legally considered a child.

25. Moulton College has a safeguarding policy which imposes certain legal responsibilities on Moulton College with respect to young persons and how they are protected. Moulton College not only insists that all hirers fully adhere to this policy but they must also ensure that:

They have in place appropriate policies and procedures in safeguarding and activities are risk assessed.

Their staff have received appropriate training in safeguarding and child protection

The organization is compliant with its legal duties to undertake safer recruitment vetting checks on their leaders, including those

who are responsible for children during the period of hire.

Moulton College have the right to ask for DBS documents for anyone hiring the facilities for children under 18.

All College users must only utilise the areas that have been allocated to them and must not enter other areas of the College.

Should you need to report a safeguarding incident then please report to the Sports Facilities team and the College's safeguarding

process will be undertaken. If a child is at significant risk then the police should be called and facilities team contacted.

The Hirer will be responsible for their spectators, whom must adhere to the terms and conditions of the booking.

The hirer must inform all participants/ spectators that not dogs are allowed on site unless they are for medical purposes.

26. During the College Day (term time only) hirers must:

Have supervision by someone who is DBS checked, where the number must be provided to Moulton College. This person in a supervisory capacity must wear a claret College lanyard.

A person must be wearing a claret College lanyard that allows them to be unsupervised.

The organisation must be insured and a copy given to Moulton College.

The Hirer and participants/ clients must only go to areas that are booked.

Anyone inappropriately behaving must be removed from site.

The Hirer must provide a risk assessment and understand the College's safeguarding policy which is available on request.

### Damage, Loss or Injury and Insurance

27. The agreement is made on the understanding that The Hirer has in place effective insurance cover and that no claim can be made against Moulton College or its employees for any loss, injury, death or damage, however sustained, when use is being made of the premises. The hirer will be responsible for their visitors/clients/participants attending the booking. It is, therefore, the responsibility of the Hirer, by way of indemnity, to effect insurance claims, costs or demands in respect of personal injury and/or loss or theft of and/or damage to property howsoever suffered or incurred by any person or company whatsoever which may arise out of hiring the facilities to the value of £2,000,000. Moulton College may require such insurance to be evident when booking. Insurance must also include cover for any accidental damage to the College property.

28. Moulton College and its employees accept no responsibility for the loss of or damage to personal or group belongings.

29. The Hirer shall pay Moulton College for the full amount incurred to make good any damages to facilities, fixtures and fitting or equipment that has been damaged in result of directly or indirectly hiring the facilities.

30. The Hirer must have their own risk assessment in place and specifically COVID-19 procedures for the activity they are providing. Depending on the type of booking and Hirer Moulton College may ask for a written risk assessment before the booking is confirmed.

### Parking

31. All vehicles, including those of spectators, must only be parked in designated parking areas.

32. Parking for events involving 75 people and over will be at the responsibility of the hirer to organize parking attendants.

33. The club is responsible for all vehicles connected with their booking. The club will be required to pay Â£70 for any fines related to any associated vehicles that are inappropriately parked. Should irresponsible parking cause a health and safety breach the booking will be immediately cancelled.

34. No vehicles may be taken on to the sport pitches under any circumstances and must be parked in designated parking spaces only.

#### Sports Facilities and Changing Rooms

35. Metal studs are not to be worn on the AstroTurf pitch.

36. Non Marking Footwear only to be worn in the sports halls.

37. No Football studded boots to be work inside a building to protect the floor.

38. The hirer is to ensure the changing rooms are left in a fit and proper condition with all litter removed.

39. The changing rooms are to be vacated 15 minutes after the booking time had ended.

40. The hirer is responsible for moving goal posts for their chosen activity and they Must be put away after the session has finished. When moving goals ensure the wheels are used correctly and the goals must not be left resting on them.

41. The hirer is responsible for checking the playing surface is safe to use and free of any foreign objects or debris. If the playing surface is unsafe then the duty supervisor needs to be contacted immediately.

42. The marking of additional lines on walls and floors in prohibited.

43. All sectioned off areas must be adhered to.

44. Equipment and dividing nets must only be moved with the prior consent and cooperation of sports centre staff.

45. No equipment can be stored onsite without the written consent of the Sports Facilities Manager.

46. No food is to be consumed in any of the facilities unless there is a written agreement with the Sports Facility Manager.

47. Moulton College Grounds men will have the right to withdraw pitches/ facilities from use in the case of adverse weather conditions.

48. All persons connected with the booking must use the toilets provided at all times. Anyone caught urinating on the college estate will result in the organization receiving a fine of Â£1,000.00 per individual. The club and if identifiable the individual concerned will be reported to the Police for performing an act of obscenity in a public place frequented by minors.

I agree to the terms and conditions above.

Signature:

*Antony Owen*

Signed at: Signed Tue 05/12/23 17:30

Sports facility software by SportsKey Ltd.