

## **HIRINGS PROCEDURES & PROTOCOLS**

**2021-22**

Esher Sixth Form College Academy Trust (the “College” or the “Academy Trust”) views the accommodation and facilities of the College as a potential community resource, when they are not being utilised for the core business of the College, the education of 16-19 year old fulltime students. In consequence, booking of the facilities by community groups and organisations is promoted and encouraged. Facilities are not available for individual hire or private parties.

As an independent Academy Trust which does not receive any funds for community, recreational or other activities, the College must ensure that any lettings of the accommodation are commercially viable, covering all direct costs as well as wear-and-tear and other depreciation costs. However, there is also an appreciation that some organisations are more financially advantaged than others and consequently a two-tier charging system has been approved by the Academy Trust. A commercial rate will operate for companies, a noncommercial rate for non-profit making organisations and groups. In certain circumstances further price concessions may be considered, each situation being judged on its merits, with a final decision made by the Director of Finance and Estates or the Principal of the College. The current rates are set out in this document.

The terms and conditions of hire set out in this document will apply to all lettings and Hirers must fully comply with them. Please note that the College does not have a public entertainments licence.

ESHER SIXTH FORM COLLEGE SPORT AND LETTINGS 2021/22



Facility	Non-Commercial Per Hour	Commercial Per Hour
<b>Sports Hall</b>		
Monday to Friday evenings (whole hall) - minimum hire 1 hour	£50.00	£55.00
Monday to Friday evenings (half hall) - minimum hire 1 hour	£22.00	£26.00
Saturday and Sunday - minimum hire 3 hours	£50.00	£55.00
<b>College Theatre</b>		
Monday to Friday evenings - minimum hire 1 hour	£55.00	£55.00
Saturday and Sunday - minimum hire 2 hours	£55.00	£55.00
<b>Drama Studio</b>		
Monday to Friday evenings - minimum hire 1 hour	£37.00	£47.00
Saturday and Sunday - minimum hire 2 hours	£42.00	£49.00
<b>Classroom</b>		
Monday to Friday evenings - minimum hire 2 hours	£20.00	£25.00
Saturday and Sunday - minimum hire 2 hours	£20.00	£25.00
<b>Indoor Cricket</b>		
Monday to Friday evenings - minimum hire 1 hour	£50.00	
Saturday and Sunday - minimum hire 2 hours	£50.00	
<b>Indoor Tennis</b>		
Monday to Friday evenings - minimum hire 1 hour	£50.00	
Saturday and Sunday - minimum hire 2 hours	50.00	
<b>Football and Rugby Pitches</b>		
Saturday and Sunday - 9 aside - minimum hire 2 hours	£45.00	n/a
<b>3G Pitch</b> Minimum hire 2 hours on a weekend	£85.00	£90.00
<b>3G Pitch – 7 aside pitch (one third) (priority to whole pitch hire)</b>	£46.00	n/a
<b>Netball Courts</b>		
Monday to Friday evenings - minimum hire 1 hour	£43.00	n/a
Saturday and Sunday - minimum hire 2 hours	£43.00	n/a
<b>NB: Esher Sixth Form College is willing to discuss a discounted rate in certain circumstances.</b>		

**Hiring Availability**

Monday to Thursday 17.00 - 21.00

LO: 818809\_3

Friday 17.00 – 20.00 Saturday  
09.00 – 17.00 Sunday 09.00  
- 16.00

Different availability during College holidays. Please ask for further information.

Email: [lettings@esher.ac.uk](mailto:lettings@esher.ac.uk)

Tel: 0208 398 0291

Address: Esher Sixth Form College, Weston Green Road, Thames Ditton, KT7 0JB **TERMS AND CONDITIONS OF HIRE**

## **1. DEFINITIONS AND INTERPRETATION**

In these Conditions:

- 1.1 “Booking Form” means the booking form for the hire of the Premises;
- 1.2 “College” means Esher Sixth Form College Academy Trust;
- 1.3 “Conditions” means these terms and conditions of hire of the Premises;
- 1.4 “Hirer” means the person hiring the Premises on these Conditions;
- 1.5 “Period of Hiring” means the period during which the Premises are hired to the Hirer identified in the confirmatory email or invoice;
- 1.6 “Purpose of Hiring” means the purpose for which the Hirer is hiring the Premises identified in the confirmatory email or invoice;
- 1.7 “Premises” means the accommodation and facilities identified in the confirmatory email or invoice;
- 1.8 Words importing one gender shall be construed as importing any other gender;
- 1.9 Words importing the singular shall be construed as importing the plural and vice versa;
- 1.10 References to persons include bodies corporate;
- 1.11 Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;
- 1.12 The headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;
- 1.13 Any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

## **2 PREMISES**

- 2.1 Subject to these Conditions, the College will make the Premises available to the Hirer during the Period of Hiring.
- 2.2 The Hirer must agree any specific requirements for setting up the Premises with the Lettings Manager in sufficient time to allow the College to give effect to them before the Period of Hiring.
- 2.3 The caretaker is not required to give any assistance to the Hirer except to open and close the Premises and to monitor their heating, lighting and ventilation.

### **3 APPLICATIONS**

The College reserves the right to refuse any application for hiring any Premises without stating a reason for doing so and reserves the right to impose special conditions to any booking. Every application must state the Purpose of the Hiring.

### **4 CHARGES AND PAYMENT**

4.1 The charge for the use of any Premises shall be as indicated by the College, which reserves the right to alter or increase the charge. The charges set out by the College are for the use of the specified sports facilities, the buildings, tables and chairs and any floor coverings, which may be provided. In addition to this, the charges also cover the heating and lighting of the lavatory and changing facilities.

**4.2 The College reserves the right to require payment of the charges, in whole or in part, at the time of booking. The Hirer must pay the balance of the hire charge for single bookings no later than fourteen (14) days prior to the date for which the Premises are booked. In the case of block bookings, that is to say bookings for consecutive days or bookings for recurring days, the Hirer must pay fifty percent (50%) of the hire charge at the time of booking and any balance must be paid no later than thirty (30) days after the first day for which the Premises are booked, or 14 days prior to the last booking, whichever is first.**

4.3 The College reserves the right to charge a £20 administration fee for each reminder issued for late payment of invoices.

4.4 The College reserves the right to refuse future bookings where payments are consistently late, or the administrative burden renders the bookings too time consuming.

### **5 USER**

5.1 No part of the Premises is to be used for any purpose other than the Purpose of the Hiring.

5.2 No part of the Premises is to be used for any unlawful purpose or in any unlawful way.

5.3 With the exception of assistance dogs, no animal is to be brought into the Premises or allowed to enter the Premises without the consent of the College.

### **6 ELECTRICAL EQUIPMENT**

6.1 No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered, moved or in any way interfered with.

6.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the College. The Hirer must inform the College of any equipment he wishes to bring on to the Premises to ensure that it meets health and safety requirements. All electrical equipment intended for use must have a current electrical testing certificate which must be seen by the College prior to the hiring.

6.3 The stage lighting equipment must not be operated by any persons other than the College technician.

### **7 SUPERVISION**

During the Period of the Hiring the Hirer is to be responsible for the efficient supervision of the Premises including (without prejudice to the generality of the above):

- 7.1 The control and conduct of all persons and parties who are admitted to the Premises and that they conform in all respects to the regulations governing the use of the Premises;
- 7.2 The effective control and supervision of children and for all child protection safeguarding checks of adults involved in the activities involving children at the Premises;
- 7.3 The orderly and safe admission and departure of persons to and from the Premises;
- 7.4 The orderly and safe vacation of the Premises in case of emergency;
- 7.5 The safety of the Premises;
- 7.6 The preservation of good order and decency in the Premises;
- 7.7 Ensuring that all doors giving egress from the Premises are left unfastened and unobstructed and immediately available for exit;
- 7.8 Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Premises.

## **8 DECORATIONS AND ADVERTISING**

- 8.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Premises nor is any adhesive substance to be attached to it.
- 8.2 No placards or other articles are to be fixed to any part of the Premises.
- 8.3 No cotton wool or highly inflammable material is to be used for decoration or other purposes.
- 8.4 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Premises without the previous consent of the College.
- 8.5 The College reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly.
- 8.6 The Hirer must not carry out any flyposting in contravention of the Town and Country Planning legislation.

## **9 MAXIMUM NUMBER TO BE ADMITTED**

The maximum number of persons to be admitted to the Premises is not to exceed the number advised by the College to the Hirer at the time of booking the hiring of the Premises and specified on the Booking Form.

## **10 STATUTORY REQUIREMENTS**

- 10.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises.
- 10.2 The Hirer must comply with all conditions and regulations made in respect of the Premises by the Fire Authority.

## **11 PUBLICITY**

A Hirer wishing to publicise his event through the local, regional or national media, is requested to inform the College in writing, providing the exact details of the publicity proposed.

## **12 COPYRIGHT WORKS**

- 12.1 In the use of the Premises the Hirer must not infringe any copyright or allow any copyright to be infringed.
- 12.2 If the use of the Premises will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' and other fees or royalties which may be payable in respect of the function.
- 12.3 The Hirer must supply to the College for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than seven (7) days before the Period of the Hiring and must provide such evidence as the College may require of compliance with this Condition 12.

## **13 BROADCASTING**

The Hirer shall not grant television or filming rights without the prior written consent of the College.

## **14 FILM EXHIBITION**

The Hirer is not to use any part of the Premises for the purposes of a film exhibition or permit any part of the Premises to be used for those purposes.

## **15 GAMBLING**

No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the Premises except a lottery:

- 15.1 which is lawful under the Gambling Act 2005,
- 15.2 for which the prior consent of the College has been obtained, and
- 15.3 which is conducted strictly in accordance with the relevant statutory provisions.

## **16 FOOD AND BEVERAGES**

Food or non-alcoholic drink is only permitted in the refectory or common areas of the College where vending machines are situated. Alcoholic drink may only be consumed on the premises by prior written agreement with the College.

## **17 SMOKING**

Smoking is only permitted in the designated external areas.

## **18 CAR PARK**

Car parking is available, but the College shall not be liable for any damage or theft to vehicles or contents whilst parked on College premises.

## **19 ADMISSION**

The College reserves the right, at its discretion, to refuse to admit or to evict any person from its premises. The College also reserves the right of entry, at all times, to any of its duty managers or caretakers to the Premises.

## **20 EXPIRATION OF PERIOD OF HIRING**

- 20.1 The caretaker or lettings manager shall be in attendance for the opening and locking of all events at the times agreed with the College. No hiring shall continue after 9pm unless otherwise agreed in writing by the College and the Premises must be cleared and vacated at the end of the period booked and no later than 9.30pm, except by prior written agreement with the College.
- 20.2 The College reserves the right to charge the hirer for any use of College facilities beyond the session booked and invoiced at 10 minute intervals.
- 20.2 At the expiration of the Period of the Hiring the Hirer must leave the Premises in a clean and orderly state free of litter, and in particular (but without prejudice to the generality of the above):
- 20.2.1 the Hirer must remove all equipment previously brought in by or on behalf of the Hirer, and
- 20.2.2 the Hirer must ensure that all tables supplied by the College are duly folded and all chairs duly stacked.
- 20.3 Any additional cleaning required by the caretaker after the Premises are vacated will be charged to the Hirer. Should any damage occur to the building, including carpets and furniture, or any article owned by the College be lost or go missing, the expense of replacement may be charged to the Hirer.

## **21 AGREEMENT PERSONAL TO HIRER**

The benefit of the contract for the hiring of the Premises is personal to the Hirer and not assignable or capable of being sub-hired.

## **22 DAMAGE TO COLLEGE PROPERTY**

- 22.1 The Hirer must take good care of and not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises and the Hirer shall make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises.
- 22.2 The College will, on a discretionary basis for small-scale lettings and on a compulsory basis for substantive lettings, require a £250 deposit from the Hirer to cover potential damage to accommodation fabric and fittings. The College undertakes not to access any of the deposit unless damage occurs.

## **23 INJURY TO PERSONS AND LOSS OF PROPERTY**

- 23.1 The College will not be liable for the death of or injury to any person attending the Premises for the function the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted to him under the hiring, except where such death, injury or loss is due to the negligence of the College.
- 23.2 The College will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the College.
- 23.3 The Hirer will indemnify the College against all such liabilities as are mentioned in this Condition.

## **24 FURTHER EXCLUSIONS OF LIABILITY**

- 24.1 The College will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled;
- 24.2 The College gives no warranty that the Premises are legally or physically fit for any specific purpose.

## **25 INSURANCE**

The Hirer must have in force throughout the Period of the Hiring a policy of public liability insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer for a sum of not less than £1,000,000 per claim and at the request of the College will produce to the College not later than 3 days prior to, or at any time during, the Period of the Hiring evidence of such policy.

## **26 FIRST AID**

The Hirer must arrange for adequate First Aid cover for any activities at the Premises for the Period of Hiring.

## **27 CANCELLATION BY THE COLLEGE**

The College reserves the right to cancel any bookings made for the use of the Premises at any time and for any reason. Upon cancellation of the booking, the College will refund any monies previously paid by the Hirer. The College shall not be liable to pay the Hirer any monies for any loss he may suffer or any expense he may have incurred in respect of the cancelled hiring,

## **28 CANCELLATION BY THE HIRER**

If the Hirer wishes to cancel any booking he must give at least twenty-one (21) days' prior written notice to the College failing which the Hirer shall pay the College the full amount of the hiring charges together with any other losses that the College may have suffered or incurred by reason of the failure of the Hirer failing to give the required notice of cancellation.

## **29 BREACH BY THE HIRER**

If the Hirer fails to observe and perform any of these Conditions the College may:

- 29.1 charge to and recover from the Hirer any expenses incurred by the College in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate; and
- 29.2 cancel the instant or any other hiring of the Premises by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

## **30 NOTICES**

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Booking Form, in the case of a notice, demand or request to the Hirer and to the Principal of the College, at Esher Sixth Form College, Weston Green Road, Esher, Surrey, KT7 0JB, in the case of a notice, demand or request to the College.