

EASTERN HIGH CONDITIONS OF USE AND HEALTH STATEMENT FOR EASTERN COMMUNITY CAMPUS

DEFINITIONS

In these terms and conditions, the following words shall have the following meanings:

“**Campus**” shall mean Eastern Community Campus.

“**Hirer**” shall mean the person, organisation or any agent or representative of any person or organisation hiring/using the Facilities for any particular Booking.

“**Hire**” shall mean the act of attending and / or using the Facilities by the Hirer.

“**Facilities**” shall mean the land, facilities and or buildings of the Eastern Community Campus specifically hired to the Hirer, together with any associated property or services available or utilised during the Hire.

“**Single Booking**” shall mean for use of Facilities for one time use.

“**General Hiring/Block Booking**” shall mean recurring use of facilities

“**Booking**” shall mean either Single Booking/General Hiring/Block Booking as determined by the situation or context.

In these terms and conditions, the singular shall mean the plural and the plural the singular.

PAYMENT

The price of the Hire of the Facilities shall be in accordance with the quoted or published tariffs for the date or period of Hire unless otherwise specified in writing at the time of the booking.

All booking fees and charges must be paid in full prior to the commencement of the Hire. Any card payments or online banking must be made to “Cardiff Council”. Eastern High School reserves the right to not grant the Hirer or any User access to the Facilities in any event where payment in full has not been received by the School prior to the commencement of the Hire.

HIRE OF 3G PITCH FOR FIXTURES

In order for multiple fixtures to be accommodated on the 3G pitch at weekends, kick off times will be restricted to 10am and 2pm only. Any team booking a fixture at the Campus will have access to changing rooms 1hour prior to the start of the match and for 45minutes post match in order to allow for cleaning and changeover of changing rooms prior to the next booking commencing.

CANCELLATION TERMS

GENERAL HIRING AND BLOCK BOOKING CANCELLATIONS

Any bookings cancelled by the Hirer with less than 14 days prior to the date of Hire will not be eligible for any refund.

Any Bookings cancelled by the Hirer more than 14 days prior to the date of Hire will be dealt with in the following manner:

- More than [1] month before the date of the Hire – the price of Hire minus reasonable administrative costs;
- Between one month and 14 days prior to the date of the Hire – refund of 50% of the price of the Hire

BLOCKBOOKINGS CANCELLATION

Any Block Bookings cancelled by the Hirer with less than 14 days prior notice to the date of Hire will not be eligible for a refund, but instead receive a credit for the same period of the Hire for future Block Bookings

Any Block Booking cancelled by the Hirer more than 14 days prior to the date of the Hire will be dealt with in the same manner as other Bookings (as detailed above)

Eastern HighSchool may cancel the Booking without any refund or liability whatsoever in the following cases:

- Where the Hirer fails to make payment 14 days before the date of the Hire;
- Where the Hirer breach any material condition of these terms and conditions.

Eastern High School may cancel any Booking without notice where it considers it necessary to do so for any cause. Were Eastern High School do so, the price for the Hire shall be refunded but Eastern High School shall not be liable for any loss arising due to such cancellation.

USE OF FACILITIES

The Hirer shall comply with the following -

All rules and regulations relating to the Hire of the Facilities.

They must not use any court, pitch or room until the allotted start time and must vacate no later than the finish time shown on the booking confirmation or receipt.

A All Hires will commence on the allotted time online.

All Single Bookings are for 55 mins e.g. a General Booking 8.00pm-9.00pm will end at 8.55pm. The Hirer must vacate the Facilities at the end time to allow smooth transitions between bookings.

A Any Activities that are deemed to be high risk and specialised such as trampolining, the additional waiver document shall be signed before the date of the Hire.

A **Appropriate dress (including upper torso clothing) and footwear must be worn at all times. Users (including parents/guardians of users) must check the footwear and clothing requirements for the respective court, pitch or room and ensure that they comply with the requirements.**

F **Footwear deemed appropriate for use on the 3G shall be used. By way of an example only these include:**

1. Rubber Studs
2. Screw in plastic studs
3. Blades

U They are responsible for ensuring that all equipment used is used appropriately and correctly. Please report any damaged or defective equipment to Community Sport Officers immediately.

U They are responsible for the suitability and safety of any electrical equipment (such as phone and personal devices, or speakers/similar equipment used by groups) that they bring on site. All electrical equipment must display a valid, in-date PAT test sticker before being used onsite.

U They must ensure the Facilities are reinstated and any equipment used is replaced correctly at the end of the Hire. Litter must be disposed of in the bins provided or taken away by the Hirer .

They are responsible for the suitability and safety of all equipment or personal items of equipment brought onto the Campus to ensure they do not scratch/damage the facility surfaces.

They shall not bring any food of any kind into the Facilities without prior permission and shall only bring drink into the Facilities where it is in a sealed bottle and for personal rehydration.

Photography or digital imaging is not permitted at any time without the prior express permission of Eastern High School.

Scooters and bikes are not permitted onto the Campus grounds.

They must make contact with the community sport officers when arriving at the Campus for the first time in order to familiarise themselves with the health and safety and emergency procedures.

Any costs incurred by Eastern High School as a result of failure by you to fully perform your obligations under this clause shall be paid or reimbursed by you.

Eastern High School shall have the right to eject any Hirer from the Facilities without any refund or liability whatsoever where the Hirer:

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a) conducts themselves in a way that is offensive, unseemly or unsporting or which might cause annoyance or danger to others

b) is smoking, including e-cigarettes onsite, intends to or does consume alcohol, or use illegal drugs

c) fails to comply with these booking terms and conditions or with the reasonable instructions of facilities staff

d) Fails to comply with any aspect of the Hirer code of conduct form, a copy of which will need to be signed prior to commencing the Booking

HEALTH AND SAFETY

Fire precaution notices are displayed around the facilities and it is the responsibility of the Hirer to familiarise themselves with these instructional notices. Under no circumstances should fire alarms be ignored.

The Hirer shall ensure they comply at all times with the spectator and Facilities notices displayed in the various sport areas.

The Hirer must ensure that the total number of persons using the Facilities must not exceed recommended numbers according to Health and Safety regulations. (Eastern High School will advise on the maximum numbers at the time the booking is made)

HEALTH STATEMENT

The Hirer of the Facilities are primarily responsible for their own health and wellbeing.

The Hirer must not use the Facilities if they have any medical condition that might impact upon their safe use of the Facilities. Any Hirer who is unsure of their health and wellbeing to the extent that it might adversely affect their safe exercise or participation should consult their doctor. Eastern High School cannot accept any liability whatsoever arising from any event where a Hirer or User fails to comply with their doctor's advice.

If you have any medical condition which you feel our staff should be aware of please email XXXX@easternhigh.org.uk. Any information you give to us regarding your health will be kept confidential and used only in any instance of a medical emergency.

If at any time whilst you are using our facilities you feel unwell, you must let a member of staff know immediately. All of our Community Sport Officers are first aid trained.

RESPONSIBILITY AND LIABILITY

The Hirer and anyone else using the Facilities under one Booking shall have their own current public liability insurance with a minimum level of indemnity of £5 million and must provide documentary evidence to that effect when booking online.

Where the loss or damage arises from the Hire, the Hirer will be fully responsible for all persons and property brought on to the Facilities during the period of the Hire and shall indemnify Eastern High School from any claims, losses, costs, expenses and damages as a result of or arising in connection with the Hire of the Facilities. The Hirer must be a responsible adult and be present for the duration of the Hire.

Eastern High School (Cardiff Council) has Public Liability Insurance in respect of loss, injury or death arising from defective Facilities or the negligence of Eastern High School staff.

The Hirer should ensure they have suitable insurance to cover any other reasonably foreseeable risks arising from the Hire.

Any member of the public or other casual user will be insured under the Cardiff Council's insurance policy, with the exception of martial art activities which are excluded. Third party groups or organisations or individuals hiring the Sports Facilities for martial

art activities are not covered by this insurance policy and must arrange their own public liability insurance as above.

The exclusions are as follows:

Any claim for personal injury or damage arising out of the use of the premises:

- i. for meetings organised by political parties
 - ii. for professional entertainment purposes
 - iii. for commercial or business functions which involve bringing into the premises equipment which operates by means of the application of heat
 - iv. for martial arts activities
 - v. for any sporting activity but only in respect of **personal injury or damage** suffered by one participant that was caused by another participant.
- Is excluded

Eastern High School cannot accept any liability whatsoever for the unavailability of any equipment, services or utilities or any other reason outside of its reasonable control which may cause any part of the Facilities to be unavailable.

Unless caused by the negligence of Eastern High School the School excludes all liability leading to death or personal injury.

Eastern High School does not accept responsibility for any damage to or loss of any money, valuables, clothing or property of any kind. All items are left at the Hirer's risk.

The Hirer is requested to appoint a responsible person who will act as the primary point of contact for the duration of the Hire. The Hirer must ensure that all users of the Facilities under the age of 18 are properly and appropriately supervised at all times.

POLICIES AND PROCEDURES

The Hirer shall ensure they comply at all times with Eastern High School policies and procedures including but not limited to car parking and no smoking other than in designated areas

GENERAL

The Hirer shall not sub-let the Facilities nor make any use of the Facilities other than set out in the Booking Form without the prior written agreement of Eastern High School.

No pets are allowed on Campus premises other than Guide dogs or other assistance dogs.

Age Restrictions: Children must be over 16 years unless accompanied by an adult

No unlawful betting, gaming or lotteries shall take place during the Booking although activities such as raffles and auctions to raise money will be permitted if not for private gain.

LOST PROPERTY

All lost property is stored and recorded on the Campus. To enquire about lost property email XXXX@easternhigh.org.uk

CHANGES TO BOOKINGS

The Hirer needs to inform the Eastern High School of any change of use to their Booking, for example if a training session will be used for a fixture, by emailing XXXX@easternhigh.org.uk at least 14 days prior to the date of the Hire

GDPR

Eastern High School is part of [Cardiff Council](#)

Eastern High School is the Data Controller and is committed to protecting the rights of individuals in line with the General Data Protection Regulation (GDPR) and UK Data Protection Act 2018.

Eastern High School is lawful in processing personal data for event bookings and use of facilities in accordance with Article 6.1(b) of the GDPR. All user data will be handled in line with Data Protection

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Principles. Eastern High School will not share personal information with any third parties unless permitted by Law.

Please see our [privacy notice](#) for further details or for more information on the Eastern High School Data Protection policies and procedures can be sought via the Schools website.

Complaints. Any complaint arising out of the hiring must be made to the Operations Manager at the School via XXXX@easternhigh.org.uk within 5 days of such occasion of the complaint.

I confirm I have read and agree to the booking Terms and Conditions which include the Health Statement (signed and ticked online?)

Signature

Full name Date

Eastern High School, Trowbridge Road, CARDIFF, CF3 1QL

Email XXXX@easternhigh.org.uk