

## **TERMS & CONDITIONS OF HIRE FOR THE VITA TRUST FACILITIES**

**Version 1.4 Date 09/02/2026**

### **1. Definitions**

- a) "the school" means VITA Multi Academy Trust registered office, Perins School, Pound Hill, Alresford, Hampshire SO24 9BS
- b) "Perins" means Perins School, Pound Hill, Alresford, Hampshire SO24 9BS
- c) "Sun Hill" means Sun Hill Junior School, Sun Lane, Alresford, Hampshire SO24 9NB
- d) "the hirer" means the individual or organisation hiring any part of the indoor or outdoor MAT facilities. No person under the age of 18 years will be accepted as a hirer
- e) "organisation" means a properly constituted organisation;
- f) "booked period" means the period or any day reserved for the hirer. A single period is defined as a 55 minute booking
- g) "period of hire" means the period during which booked periods have been reserved for the hirer
- h) "the portal" means The School Hire Portal which can be found at <https://vitatruster.schoolhire.co.uk/>
- i) "in writing" means via email or letter to and from our registered office postal address
- j) "an event" means a booking that falls out of scope of the school's normal facility hire, requiring a bespoke risk assessment
- k) "children" means young people who have not yet reached their 18<sup>th</sup> birthday

### **2. Interpretation**

- a) **What do these terms cover?**  
These terms are the terms and conditions on which we supply facility hire to you.
- b) **Why you should read them?**  
Please read these terms and conditions carefully before submitting your booking application. As the hirer you will be responsible for ensuring you understand and adhere to these terms and conditions and provide us with the necessary documentation upon request. The conditions will also tell you who we are, how we will provide services to you, how we may change or cancel the booking and what to do if there is a problem and how to contact us. If you think there is a mistake with these terms, please contact us.
- c) **Changes to these terms.**  
These terms and conditions will be reviewed annually as a minimum but are also subject to immediate change. When a change takes place, you will be notified, and the revised version will be made available in SchoolHire or on the school website.
- d) **How we will accept your booking.**  
Our acceptance of your booking through SchoolHire will confirm your booking with us, subject to receiving necessary documentation where required and payment.
- e) **If we cannot accept your booking.**  
We will contact you by email or by phone if we are unable to take your booking and you will not be charged. This may be due to unexpected limits on our resources which we could not reasonably plan for or because we have noticed an error in the price or description of the facilities on offer.

### **3. Payment:**

- a) Block Hire - Payment for block booked facilities is required monthly in advance and is due by the first block booked date in each calendar month as appropriate. In the event of charges not being paid on the due date all further booked periods may be cancelled.
- b) Payment is due for all block booked dates whether or not the facilities are in fact used. Cancellations of any booked dates must be received in writing (in conjunction with Conditions 5).
- c) The organisation, at its discretion, may request a deposit in addition to the cost of hiring the facility.
- d) One off event booking – A deposit of 25-50% is required to secure the booking subject to a pre-event planning meeting to determine the scope of the hire. The full payment is required a minimum of 30 days in advance of the event.
  - i. Damage bond – A refundable deposit (in conjunction with Conditions 5) subject to the scope of the hire/event will be required in order to secure the booking. In the event of the booking being cancelled by the school the damage bond will be refunded in full.
  - ii. Where the damage bond is retained, evidence will be provided to the hiring party as to what damage has been incurred. The hirer will have 14 days after the event to appeal to this decision to retain the bond. Appeals can be made to the Chief Operating Officer of the VITA TRUST.

#### 4. Refusal or Cancellation of Bookings by the school:

The school reserves the right to refuse any application or to cancel or terminate any booking, for any reason whatsoever, without being bound to give any reason for doing so and the school will not as a result of the exercise of this right incur any liability for breach of contract, or otherwise, or be held liable for any expenses incurred by the hirer either indirectly or directly from such refusal, cancellation or termination. Any charge for school facility hire or an apportioned part thereof will be refunded, subject to Condition 9 hereof.

#### 5. Cancellation & variation policy by the hirer

- a) **The hirer cancelling the booking.** Over 30 days before the booking: We are happy to offer a full refund or transfer your booking to another date upon request.
- a. Over 14 days before the booking: We will give a 50% refund
- b. Less than 14 days before the booking: We are not able to offer a refund

*Please note that the time period stated refers to start of the day, not the start of the booking. All refunds are limited to booking fees only. If you book local accommodation, you may choose to take out cancellation/holiday insurance.*

*Cancellation must be made to the school via the portal unless the school classifies your booking as an event.*

- b) *Variation to the contract must be communicated via the School Hire Portal prior to the event taking place.*
- c) *Sub-letting to a 3<sup>rd</sup> party who is not part of the contract created through school hire for use of the facilities is strictly prohibited.*

#### 6. Safeguarding

Safeguarding is defined as:

- protecting children from maltreatment
- preventing impairment of children's mental and physical health or development
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care
- taking action if you identify children to be at risk of harm

Hirers with responsibility for children should ensure consistent good practice to ensure the safety and wellbeing of young people at all times whilst using facilities across the VITA Multi Academy Trust. The Department of Education has produced guidance for individuals and organisations operating out-of-school settings (OOSS) on how to create a safe environment for children and to provide parents with reassurance that their children are safe whilst undertaking activities.

Keeping children safe during community activities, after-school clubs and tuition: non-statutory guidance for providers running out-of-school settings - GOV.UK ([www.gov.uk](http://www.gov.uk))

As an OOSS we would expect the following to be in place:

- All staff and volunteers have had relevant pre-employment checks (for example, DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf.
- A Safeguarding and Child Protection Policy in place including procedures for dealing with safeguarding incidents, which is communicated to and understood by staff operating within the OOSS
- Staff training on specific safeguarding issues such as abuse, neglect, extremism and radicalisation. This is to be in line with the current year of KCSiE updates.
- Clear procedures on what to do if there are concerns about a staff member, volunteer or other adult who may pose a risk of harm to children, and do these mention low-level concerns and allegations
- A named designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training in line with the current year of KCSiE updates.
- Information for parents with a named individual (such as the DSL) so they can raise safeguarding concerns, the contact details of Hampshire's children's services or the NSPCC helpline number?
- Contact details for the DSL and the Local Authority designated officer (LADO) provided, along with the local referral route into children's social care

## 7. Hirers

- a) Applications for the hire of premises or facilities must be made to the school via SchoolHire
- b) All organisations applying for hire of facilities must be prepared to furnish proof that they are a properly constituted organisation including providing upon request safeguarding information as detailed in section 6.
- c) The school will require an organisation to take out insurance cover against such risks as may be specified; covering personal liability of those taking part in activities on site, tailored to the activities undertaken. The hirer should also take steps to ensure the health & safety of its staff, volunteers, visitors and contractors under coaching and direction at all times, as far as they are able on the school site. Activities will be risk assessed and control measures put in place.
- d) The hirer will be responsible for the professional standards and indemnity of its staff, contractors and volunteers and appropriate accreditation with its governing body. The hirer will ensure that they meet all the obligations set out in the Health and Safety at work Act 1974, for those under their employment. This includes but is not limited to risk assessments, qualifications, first aid provision, insurance and DBS screening.
- e) The hirer may be asked to employ sufficient stewards to maintain good order during the hiring and shall expel any person acting in a disorderly manner, or disobeying the instructions of the school/trust staff
- f) The hirer shall make arrangements for any special catering requirements at least fourteen days before the booked period; this should be communicated to the school via email. We require proof of a food hygiene certificate, insurance and a completed food safety disclaimer.
- g) Access to the facilities by all persons using a block booked facility is at all times to be through the official entrance of the school
- h) Authorised vehicles are to be parked in the official car parks. Under no circumstances are cars to be parked on the access roads or playing fields
- i) We do not allow inflatables on site without seeking prior permission, in writing, from the school
- j) The hirer shall be liable on demand for any damage to the premises or the fixtures, fittings, furniture and any articles belonging to the school and caused by his/her use of the premises. The cost of such damage shall be assessed by the Estates and health and Safety Manager whose decision thereon shall be final.
- k) For events, the school will require documentation 14 days in advance of the booked start date. Required documents are but not limited to:
  - a. Event program with associated risk assessments
  - b. Liability insurance documentation for the hirer and their designated subcontractors
  - c. Certification documents; food hygiene certificate, Temporary event notices, traffic management plans
  - d. A list of key contacts and an emergency action plan
- l) Events and activities may not be publicised externally until a booking confirmation has been received through School Hire. The school takes no responsibility over costs incurred through the process of advertisement in the case of a cancellation.
- m) Do not exceed the maximum capacity of booked spaces as defined by the fire risk assessment. This can be obtained on request from the school facility team. Fire safety information can be obtained from our website.
  - a. Fire exits must not be blocked at any time
  - b. Access to firefighting equipment must not be impeded
  - c. Fire doors must be kept closed
- n) Events will be charged for rubbish disposal if deemed necessary at the time of booking. A charge will be levied for each hour of cleaning required where significant levels of rubbish have been left
- o) The hirer must report any defects to the school with immediate effect to Estates staff or via email
- p) External bookings will be expected to provide adequate first aid cover and provision for the booking. The school must be notified of any accidents taking place on site. This information must be passed to Estates staff so that the relevant recording systems may be implemented.
- q) Keys provided to the hirer to facilitate their booking, must be returned to the school within 48 hours of the final booking. Keyholders are expected to secure all windows, doors and set intruder alarms where directed by the Estates team.
- r) Where alarms are activated in error, the school reserves the right to charge a callout fee to the hiring party. If a fire alarm activation is caused by a hiring party, and they are deemed to be at fault, the hiring party will be charged for any fines received by the school from the local authority.
- s) The trust has a Sustainability and Environmental Strategy that manages the core values of the organisation in respect to the climate and our environment. Hirers are asked to respect these strategic objectives of the organisation and the way in which we wish to treat and respect our environment.

## 8. Individuals

The hirer shall ensure that all users of the school facilities, under or by virtue of the hiring, comply with the general regulations of the school facilities (which shall be deemed to be incorporated in these conditions) and the hirer shall be liable to the school for any breach thereof or of these conditions as if such breach had been committed by the hirer.

- a) Follow the school rules and regulations for facility usage located here: [Hire Our Facilities Vita Trust](#)
- b) Participants in events/competitions/matches must be met by the hirer's nominated person and directed to the venue and changing rooms

- c) Appropriate footwear and clothing must be worn at all times. No jeans, outdoor shoes, boots or high-heeled shoes are permitted in indoor facilities. No blades are permitted on synthetic pitches. The school staff may ask participants wearing inappropriate attire to leave the facilities.
- d) The use of cameras and recording equipment is strictly forbidden in indoor or outdoor facilities and all changing areas
- e) Please note that animals, other than assistance dogs are not permitted on site without express permission of the school
- f) The school has a zero-tolerance policy to alcohol unless express permission is given by the school for a temporary event notice and licence to sell on school premises
- g) The school has a zero-tolerance policy to smoking or vaping on school premises
- h) Food and drink (other than drinking water) are not permitted in any indoor facilities or on outdoor courts/pitches except in pre-designated areas. Plastic bottles must be used for drinking water. Glass may not be taken onto any school site.
- i) All rubbish must be disposed of in the bins provided. The hirer is responsible for ensuring the venue is left clean and tidy and all rubbish has been disposed of appropriately.
- j) Users leave personal items in rooms / changing room at their own risk.
- k) Items that are prohibited on site are: drones, fireworks, party poppers, candles, naked flames

## 8. Supply & storage of Information

- a) All communication between the hirer and the school should be completed via the School Hire Portal or in writing
- b) The hirer shall report all non-sporting injuries, accidents and near misses to the school, and where necessary supply the names and addresses of those involved.
- c) CCTV does operate in our toilet facilities and around the school site. This information is only accessible by school designated safeguarding offices.

The privacy notice statement can be found at this web address: <https://www.perins.net/wp-content/uploads/2021/05/Privacy-Notice-Summary-Perins-1.pdf>

**Cancellation due to Force Majeure**  
The school will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside its reasonable control (Force Majeure Event). A Force Majeure Event includes but is not limited any act, event, non-occurrence, omission or accident beyond the school's reasonable control. In the event of the school this includes, in particular (without limitation), the following:

- a. extreme adverse weather conditions
- b. interruption or failure of utility service, including but not limited to electric power, gas or water
- c. impossibility of the use of public or private telecommunications networks
- d. any pandemic, epidemic or other health emergency or lock-down issued by the government, and any period of self-isolation or shielding required by Personnel as a result of following prevailing Government guidance during the course of a pandemic, epidemic or other health emergency
- e. strikes, lock outs or other industrial action
- f. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- g. fire, explosion, flood, earthquake, subsidence, epidemic or other natural disaster
- h. impossibility of use of the railways, shipping, aircraft, motor transport or other means of public transport.

In such cases we will endeavour to find a mutually convenient alternative date for the cancelled event or issue a pro-rata refund. The school will not accept liability for any additional costs incurred by the hirer in the event of such a cancellation.

In the event of inclement weather please contact the school to confirm the availability of the pitch. Please telephone the school facility team on 07778471669.

## 10. Additional facilities

Parking is available onsite but is not guaranteed as part of your booking unless directly arranged with the school.

## 11. Breach of Regulations

If any booked period of hire is cancelled or terminated by the school as a result of any breach of these conditions, the hirer shall remain liable for the charges due up to and including that date, but without prejudice to any claim which the school may have against 'the hirer' arising out of such breach or otherwise.