



Terms and Conditions for hiring Department premises

Including: All Primary and Secondary Schools and all Youth Centres

By completing and signing a Lettings Application Form, you are confirming that you have read and understood the Terms and Conditions stated in this leaflet.

If you do not comply with these Terms and Conditions use of any Education premises will be withdrawn.

Hiring of all Department of Education, Sport and Culture premises

The Department of Education, Sport and Culture encourages the use of its schools and youth club facilities by the community, especially by clubs and groups involving children. To this end, the Department can give discounts off its hire charges to non-commercial groups who consist mainly of children in full time education.

The Department's hiring arrangements also favour groups rather than individuals and the prices charged encourage you to have large groups to the limit of the accommodation so that the facilities are used to the full and you get maximum value for money. Individuals and small groups may find that a different venue will suit their needs better.

Hirers

- 1) All hirers of Department of Education, Sport and Culture premises **must** be aged **18** years or over.
- 2) A minimum of 2 adults must be present during all sessions in case of an emergency.
- 3) No sub-letting is allowed.
- 4) A discount will be allowed for non-commercial longer term lettings where school-aged children are among your group. Please state this on the form where indicated. Please note one-off bookings are not entitled to the child discount.
- 5) For non-commercial/charity groups where a letting is partly for the benefit of youths and partly for seniors, seniors will be charged at full rate and youths at a reduced rate, calculated pro-rata.
- 6) The hirer is responsible for any licenses required to conform with the regulations of the Performing Rights Society Ltd., Phonographic Performance Ltd., and such like bodies.
- 7) **A copy of the hirer's insurance documentation must be submitted with each long term application. Groups are not covered by the Departments insurance. Sporting groups must also provide a copy of their Coach's Registration Certificates.**
- 8) The hirer undertakes to accept responsibility for and indemnify the Department against liability for the consequence of accident to any person entering, leaving or whilst on the premises, and for any damage to the building and equipment therein, in connection with the letting. Groups should therefore take out their own insurance; a copy of the hirer's insurance cover is required. Groups are **not** covered by the Department's insurance.

- 9) A **representative** for each booking must **report** to the Caretaker on duty at the beginning and end of each session. Groups must not leave the building without confirming to the Caretaker that all group members have left the premises and that all areas used have been left in an acceptable condition.
- 10) Any damage to equipment or fittings must be reported immediately to the caretaker who will record this in the Incident/Damage book. Any injury to any person must also be immediately reported to the caretaker who will record this in the Accident Book and an accident return form must be completed. The person in charge of the session should sign all entries to ensure accuracy.
- 11) All parties shall comply with the requirements of the UK Official Secrets Act, as extended and applied on the Isle of Man, and the Isle of Man Government policies including, but not exclusively, the Freedom of Information Act, the Data Protection Legislation, the General Data Protection Regulation, the Isle of Man Government policies on confidentiality and security, the Charities Registration Act 1889, and the Equality Act 2017 and the Gaming, Betting and Lotteries Act 2001.
- 12) The hirer's use of the premises will be regarded as an implied acceptance of these conditions.

Booking Arrangements

- 13) All requests for the use of accommodation on Department of Education, Sport and Culture premises must be made **by way of an application form** at least **5 working days** before the date on which accommodation is required. Late applications will be considered, however, we cannot guarantee the Caretaker's availability or that the form will be processed in time to confirm booking.
- 14) All requests should state the **precise** accommodation and time required (e.g. Sports Hall/ Dining Room/Assembly Hall - 7pm-9pm). Please note each separate area requested will be charged for.
- 15) It must **not** be assumed that accommodation is available until the hirer has received an official invoice. A group is **not** permitted to proceed with a booking until an invoice has been received. Dates cannot be reserved while we wait to receive a completed application form.
- 16) The Department reserves the right to cancel the booking at any time.
- 17) No **variation** of your booking is permitted unless written consent is given from the Department of Education, Sport and Culture. Any request for such variation must be **made in writing at least 5 working days** before the date of the letting.
- 18) Rooms are to be used only for the **Type of Event** stated on the application. Your form will be returned if this section is not completed.
- 19) All **cancellations/amendments** must be notified in **writing** at least **5 working days** before the date of the letting. If this is not possible you **must** telephone or email the Lettings Section at the Department of Education, Sport and Culture, on +44 1624 685808 or Lettings.DESC@gov.im. Your telephone call **must** be followed up in writing as soon as possible. A £2.00 administration charge **will** be charged in all cases. **Where the cancellation has occurred within the 5 day period the full cost of the letting will apply.**
- 20) All applications for regular weekly or monthly bookings must be renewed each academic year. New bookings cannot be confirmed until outstanding invoices from previous bookings are fully paid for. We recommend groups book at least a term at a time to ensure the continued availability of the accommodation required. It should not be assumed that you can continue unless a request has been submitted and approved – we work on a first come first served basis.

- 21) We advise groups to check their invoices and diary sheets carefully upon receipt for any discrepancies. There is a form on the back page of the Terms and Conditions allowing groups to make any necessary changes without charge, provided that it is received within 5 working days from the date of the invoice.
- 22) The **full** amount, as noted on the invoice, **must be paid by the due date**. Refunds will be issued for any sessions that have been cancelled, in writing, at least 5 days before the date of the letting. Refunds are normally shown on the next term's invoice. Payment can be made at any time during the school term but must be paid by the payment due date noted at the bottom of the invoice. The payment due date is 30 days before the date of the last session noted on the invoice. Failure to comply with this requirement will result in the facility being unavailable at the beginning of the new school term. Groups are requested to **return the tear off slip at the bottom of the invoice with their cheque so the payment is easily identified**
- 23) If a group is experiencing financial difficulties they can apply, in writing to the Corporate Services Manager, for a discretionary rate. Please note, proof of financial circumstances will be requested.

Availability

- 24) Only the halls and communal areas are available for hire within the primary school buildings. Classrooms and kitchen areas are not available for hire.
- 25) Please note that there is a **minimum hire time of 1.5 hours** in all Primary Schools/Youth Clubs. Most areas in the Secondary Schools also have a minimum hire time of 1.5 hours. Please see Lettings Charges sheet for exact details.
- 26) All bookings will be booked as **Term Time only** unless previously agreed that holidays can be used. Bank/Public Holidays are not available for hire.
- 27) Groups are reminded that they are only authorised to be on the premises for the times stated on the invoice. **Setting up and clearing up times must be included within the hire time stated on your application**, i.e. if a group has booked 7pm-9pm they are **not** entitled to any time either side of these times for setting up/clearing up. If hiring the swimming pool, changing room time must also be included in the times requested. Please note it is not the schools responsibility to setup/clear up on your behalf.
- 28) If, in the opinion of the Department's staff, a playing field is unfit for play, then no play shall take place.
- 29) In the event of the School/Youth Club requiring its premises for its own use (e.g. a parents evening or concert), a letting may be suspended for the evening. Schools/Youth Centres will normally have priority over the use of the premises. Whenever possible the school will give 5 days' notice for any cancellations, no charge will be made to a group who has had a session cancelled by the school.
- 30) **Please note the first two weeks of December are not available in any of the primary school buildings due to the schools increased need for the use of the buildings.**

Alcohol, Smoking and Footwear

- 31) No **alcohol** will be consumed on **any** of the Department's premises, without prior written approval from the Department. **The whole Sports Hall/Gymnasia complexes in schools are also no food/drink areas. Smoking is not permitted in or around the school grounds or Youth Centres.**
- 32) Plimsolls or soft shoes must be worn during training sessions in the Department's halls.

Strictly non-marking shoes must be worn in the Sports Halls and Gymnasiums at all times. Special floor covering can be hired from the Department at an additional charge for use on the floors to enable groups to hold fashion shows etc. in the sports halls/gymnasiums.

V.A.T.

- 33) VAT will be charged if applying for **Sports facilities** to undertake sporting activities unless the letting is:
- for a continuous period, or is part of, a series of 10 or more lettings;
 - is for a period of over 24 continuous hours. The interval between each session must be at least one day and not more than 14 days. If a group cancels one of the sessions, bringing the total number of sessions below ten a VAT invoice will be issued. The non-availability of the facility for educational requirements will not affect the continuity of the booking.
Please note: If a group chooses to book term time only, continuity may be broken and VAT will be applicable.
- 34) For this VAT exemption to apply, all sessions booked **must be paid for as a whole**. The use of sports facilities for events other than sporting activities is exempt from VAT (i.e. concerts, political meetings etc).

First Aid and Fire

- 35) The hirer is responsible for ensuring that there are adequate numbers of first aiders present and should have their own first aid supplies in case of emergencies.
- 36) It is the responsibility of the group leaders to familiarise themselves with the emergency exits etc. within the building they are hiring and ensure that all members of their group are aware of the procedures. We recommend that each group runs through the emergency evacuation procedures at the beginning of each half term and also mid term if there has been a change in group leaders or a large number of new members to the group.
- 37) In the event of a fire, the hirer **must**:
- activate the alarm,
 - ensure the evacuation of the group, and
 - inform the Caretaker of the location of the fire if known.
- 38) The hirer must ensure that the numbers admitted **do not** exceed the maximum number stated on the Fire Certificate. These numbers can be obtained from the School. The hirer should **publicise their fire procedures** before the start of any letting and run through the fire evacuation procedures.

Parking

- 39) Cars may only be permitted to be parked on such parts of Department premises and grounds as are designated for that purpose. The Department accepts no responsibility for such vehicles or their contents.

Tents/Posters

- 40) Prior permission must be obtained from the Department of Education, Sport and Culture before tents, marquees, etc., are erected on a field.
- 41) Promotional material, posters, etc., must not be fixed in any way to the premises without prior written permission. No permanent fixtures/markings can be installed for a group's continuous use.

Seating

- 42) Seating is **not** provided beyond the ordinary seating of the Department premises. If you require seating please contact the school direct to discuss the availability of the same. Please remember primary schools don't necessarily have a supply of adult chairs.

Toilets and Kitchens

- 43) No sporting facilities will be hired out without the inclusion of changing/toilet facilities. Please ensure your group uses the appropriate facilities or it may result in the letting being withdrawn.
- 44) Kitchen facilities within the primary schools are not available to hire.

Equipment and Storage

- 45) Hirers are **not permitted** to use any of the Department's **heavy equipment**, e.g. counterweight beams, ropes, vaulting boxes, etc. without written authority from the Department. Such authority will not be given to any organisation whose trainer or person in charge is not a qualified Physical Education Teacher or Coach, a copy of the relevant qualifications should be submitted along with your request. The name, address and qualifications of the trainer or person in charge should accompany applications for the use of a Gymnasium. Any items of equipment required from the storeroom must be obtained and returned under the personal supervision of the Caretaker. Caretakers may be requested to help carry and assist in moving heavy equipment.
- 46) Clubs are **not permitted** to use **small equipment belonging** to the **School/Youth Centre** i.e. balls, skipping ropes, nets, electronic equipment etc.
- 47) Storage areas are not provided for the use of hirers of Department premises. It is the responsibility of the hirers to ensure that **all** their equipment is removed from the building at the end of each session unless the Group has prior written approval from the Department. It is also the Groups responsibility to ensure all areas they have used have been left in a clean and tidy condition.

Gymnasia and Pools

- 48) Only suitable training balls may be used in the Gymnasium. Leather footballs are not permitted.
- 49) **The use of a gymnasium/sports halls within the primary schools is strictly for circuit training and exercise only and not for playing Five-a-Side Football.**
- 50) When hiring the swimming pool a qualified lifeguard **must** be present. A copy of their current certificates and the separate Swimming Pool Regulations form must be submitted with the application. Please note that Ballakermeen Pool does not offer spectator facilities. Group leaders must ensure that overshoes are worn by anyone entering the pool side and photo/videos must not be taken without written consent from any staff that may be in frame and written parental consent for all children involved.

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