

P&E Sports Lettings Ltd

Standard Terms and Conditions of Facility Hire

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Important Note:

These 'Standard Terms and Conditions of Facility Hire' are subject to change. Any updates will be communicated to existing Hirers in writing.

1. Definitions

- 1.1 Hirer:** The individual, organisation, or representative making the booking.
- 1.2 Venue:** Any site managed by P&E Sports as listed in the booking.
- 1.3 Hire Period:** The time and date(s) the facility is booked for.
- 1.4 Booking(s):** The confirmed request to hire the Venue, including all agreed details.
- 1.5 Force Majeure:** Events outside the control of either party that prevent use of the Venue, such as pandemics, natural disasters, government restrictions or extreme weather conditions.

2. Booking and Payment

- 2.1** All bookings must be confirmed via P&E Sports' official booking system: 'SchoolHire'.
- 2.2** Payment must be made in advance or according to the terms set out in the Hirer's invoice.
- 2.3** P&E Sports reserves the right to cancel any booking or refuse access for non-payment.
- 2.4** Booking does not grant access outside of the agreed hire period.
- 2.5** P&E Sports reserves the right to refuse any booking at their discretion, particularly if the intended use conflicts with the values, safety, operational integrity, or reputation of P&E Sports or the Venue.
- 2.6** P&E Sports reserves the right to cancel any booking without refund if the Hirer has provided incorrect, misleading, or incomplete information at the time of booking.
- 2.7** A refundable damage deposit may be required for certain bookings. This will be communicated to the Hirer prior to the booking taking place. This will be returned within 14 days following the conclusion of the Hire Period, subject to a satisfactory inspection of the Venue.
- 2.8** If the Hirer fails to vacate the Venue on time, P&E Sports reserves the right to charge an additional fee, billed in 30-minute increments at the standard hourly rate.
- 2.9** In the event of three consecutive failed payments or unresolved payment issues, P&E Sports reserves the right to cancel the Hirer's bookings in full. Future booking requests may be refused until outstanding payments are cleared.

3. Cancellations and Amendments

- 3.1** Any cancellations must be received in writing no later than 7 days prior to the Booking date to avoid any cancellation charges.
- 3.2** Any cancellations received within 7 days of the booking date are chargeable in full.
- 3.3** Block bookings require a minimum of 28 days' written notice for cancellation. The agreed block booking price is based on the commitment to the full term. Any bookings within the 28-day notice period will be charged in full at the agreed rate, regardless of attendance. Early cancellation forfeits any promotional or discounted pricing agreed for the full block. A separate invoice will be issued to cover the standard rate difference per session from the start of the booking.
- 3.4** P&E Sports may cancel bookings due to Force Majeure or breaches of these Terms without liability.

4. Hirer Responsibilities

- 4.1** The Venue must be left clean, tidy, and free of waste. Any additional cleaning required due to misuse, spills, waste, or excessive mess will incur cleaning charges, to be billed to the Hirer.
- 4.2** The Hirer will incur an additional cleaning charge if P&E Sports deem this necessary due to misuse, spills, waste, or excessive untidiness.
- 4.3** The Hirer is responsible for any damage caused to the Venue or its equipment, whether deliberate or accidental. All incidents of damage will be investigated by P&E Sports, and where applicable, the cost of repair or replacement will be charged to the Hirer.
- 4.4** Equipment must be returned in the same condition it was provided.

4.5 Only the equipment and facility areas indicated on the booking confirmation are permitted for use. If additional equipment/facility areas are used without permission, an additional charge will be applied to the booking and future booking requests may be rejected.

4.6 The Hirer must take responsibility for the conduct and safety of their employees and participants. This includes ensuring that all individuals present at the Venue do not cause any nuisance or disturbance to other users of the Venue or its neighbours.

4.7 Any publicity or advertising requires written consent including but not limited to posters, flyers, social media, online listings, or press releases.

4.8 The Venue must be fully vacated by the agreed time, including all participants, equipment, and waste.

4.9 Entry to the Venue by the Hirer is only permitted during the Hire Period and with prior authorisation from P&E Sports.

4.10 Arrival at and departure from the Venue must be conducted respectfully.

4.11 Parking is permitted only in designated areas and subject to availability. Vehicles must not block emergency access points, school entrances, or neighbouring properties. P&E Sports and the school accept no responsibility for loss or damage to vehicles.

4.12 Only authorised individuals may access the Venue during the Hire Period. External suppliers or contractors may only enter with prior written consent from P&E Sports.

4.13 It is the responsibility of the Hirer to ensure all participants are wearing the suitable footwear for the facility they are using.

5. Use of the Venue

5.1 Activities are limited to those stated in the booking. The Venue must not be used for any unlawful purpose or in any way that may endanger the Venue, its contents, or any individuals in or near it.

5.2 Smoking, alcohol, illegal substances, gambling, and e-cigarettes are strictly prohibited on the grounds of the Venue. Participants wishing to smoke must do so off-site and away from entrances or gathering areas.

5.3 Food and drink are not permitted in sports halls, gyms, or theatres unless agreed in writing.

5.4 The Venue is a nut-free zone. The Hirer must not bring or serve nuts or products containing nuts on-site.

5.5 Animals are not permitted unless expressly authorised in writing by P&E Sports.

5.6 The sale or manufacture of goods, auctions, or commercial trade are prohibited unless approved in writing.

5.7 Set-up and take-down of equipment must occur within the Hire Period.

5.8 No lighting or equipment may be used without prior written permission and must be PAT certified.

5.9 Equipment storage on-site requires written approval.

5.10 Large Events: For large-scale events, the Hirer is responsible for managing admission, conduct, entry, and exit of attendees. At the conclusion of the event, the Hirer must report to the on-site P&E Sports staff member to confirm that the Venue has been left in a satisfactory condition before departing. Failure to do so may result in cleaning charges or the refusal of future bookings.

5.11 P&E Sports reserves the right to require the Hirer to provide qualified stewards or security personnel for large or higher-risk events.

5.12 Noise and Community Consideration: The Hirer must ensure that all users of the Venue behave considerately, particularly in respect to noise and disruption, given the Venue's location on school grounds and proximity to local residents. Repeated noise complaints or anti-social behaviour may result in the termination of future bookings.

5.13 Certain activities or large-scale events may require pre-approval and submission of an event management plan. P&E Sports reserves the right to assess and categorise events based on risk level and may require additional documentation or security.

5.14 P&E Sports reserves the right to assign staff to oversee any booking it deems necessary. Any additional staffing costs will be charged to the Hirer.

5.15 The use of cooking equipment, catering setups, or food preparation appliances is strictly prohibited without prior written approval. Any unauthorised use of such equipment may result in immediate termination of the booking, additional cleaning or repair charges, and potential barring from future bookings.

5.16 The sale or distribution of food at events is only permitted with prior written consent and may be subject to inspection, hygiene requirements, and local authority approvals.

6. Health and Safety

6.1 Compliance with all safety and fire procedures is mandatory.

6.2 First aid equipment and a qualified first aider must be present.

6.3 All emergency exits must remain clear and accessible at all times.

6.4 A risk assessment must be conducted and made available upon request.

6.5 Fire precautions and security procedures must be reviewed before use.

7. Safeguarding

7.1 All Hirers must comply with the latest safeguarding guidance, including Keeping Children Safe in Out-of-School Settings.

7.2 All staff working with children or vulnerable adults must hold an enhanced DBS certificate.

7.3 A safeguarding policy must be in place and shared upon request.

7.4 Safeguarding concerns must be reported immediately to the P&E Sports Designated Safeguarding Lead at info@pandesports.com or **07561 716724**.

7.5 Individuals barred from working with children or vulnerable persons are not permitted on-site.

7.6 The Hirer must ensure all children are supervised by trained and enhanced DBS-cleared adults at all times, in line with national guidance.

7.7 Appropriate supervision ratios must be maintained at all times and Children must not be left unattended before or after the booked session.

7.8 The Hirer must ensure that all individuals engaged in regulated activity or responsible for children or vulnerable adults at the Venue are recruited using safe recruitment procedures in line with national safeguarding guidance. A record of checks and procedures must be retained by the Hirer and made available to P&E Sports upon request.

8. Insurance and Licences

8.1 All organisations working with children must hold Public Liability Insurance. Proof of insurance must be provided in advance.

8.2 The Hirer is responsible for obtaining any required licences (e.g. music, food handling, performances).

8.3 Licences must be available for inspection if requested.

9. Media, Photography, and Promotion

9.1 Media recording (including photography and video) is only permitted with prior written consent.

9.2 Parental or guardian consent must be obtained for any individuals under the age of 18.

9.3 All media use must comply with applicable privacy laws, child protection regulations, and data protection legislation.

9.4 P&E Sports accepts no liability for infringement of intellectual property rights arising from the Hirer's use of the Venue. The Hirer is responsible for ensuring they have appropriate rights and permissions for all media, music, or content used. It is the Hirer's responsibility to ensure all materials comply with copyright and intellectual property laws.

10. Liability

10.1 P&E Sports is not liable for any loss, damage, or injury unless resulting from proven negligence.

10.2 Use of the Venue is at the Hirer's own risk.

10.3 P&E Sports accepts no responsibility for lost or stolen items.

10.4 Lost property will be retained for a period of 14 days and may be disposed of or donated thereafter. P&E Sports and the school accept no liability for lost, stolen, or unattended items left on the premises.

11. Conduct and Behaviour

11.1 The Hirer is responsible for maintaining order, behaviour, and safety throughout the booking.

11.2 Nuisance behaviour, excessive noise, or misconduct may result in removal from the Venue.

11.3 P&E Sports or school staff reserve the right to stop any event that is not conducted properly. In such cases, no refund will be given.

11.4 P&E Sports or school staff may enter the Venue at any time.

11.5 Repeated incidents of anti-social behaviour, noise complaints, or misconduct by the Hirer or attendees may result in a ban from future bookings and/or notification to local authorities or relevant licensing bodies.

11.6 Any instances of anti-social behaviour, including but not limited to urinating on-site (not using toilet facilities provided), will be treated as a serious breach of these Terms. Such behaviour may result in an immediate ban, police referral, or reporting to local authorities.

11.7 P&E Sports and School staff reserve the right to work in an environment free from inappropriate behaviour towards staff including but not limited to harassment, discrimination or any form of misconduct.

12. Legal and Miscellaneous

12.1 Bookings may not be transferred, sublet, or assigned without prior written consent.

12.2 These Terms and Conditions are governed by English law.

12.3 These Terms may be updated at any time. Changes will be communicated to Hirers.

12.4 In the event of a dispute, jurisdiction lies with the English courts.

13. Complaints and Data Protection

13.1 All complaints regarding bookings, facilities, or conduct must be submitted via email or in writing to P&E Sports within 7 days of the incident.

13.2 P&E Sports will acknowledge and respond to all formal complaints within 10 working days.

13.3 Where relevant, complaints may be reviewed in conjunction with the host school.

13.4 P&E Sports will aim to resolve complaints fairly and promptly, but reserves the right to refer disputes to legal or regulatory bodies where necessary.

13.5 P&E Sports and the school will process personal data in accordance with the UK General Data Protection Regulation (UK GDPR).

13.6 Hirers must also comply with all data protection obligations, particularly where personal data is collected from children, parents, or attendees.

13.7 Data collected during the booking process will only be used to manage the hire and ensure compliance with safeguarding, legal, and insurance requirements.

13.8 Personal data may be shared with school staff or authorities where required by law or for safeguarding purposes.

14. Technology and Data Security

14.1 CCTV may be in operation across all Venues for safety and security purposes.

14.2 Where Wi-Fi is provided, the Hirer agrees not to use it for unlawful or inappropriate purposes.

14.3 P&E Sports will not be liable for data breaches or IT-related issues resulting from the Hirer's devices or networks.

14.4 Any use of third-party data systems or devices connected to Venue infrastructure must be pre-approved.

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Contact

For questions or emergencies related to bookings, contact:

Email: info@pandesports.com

Phone: 01527 529496

Website: www.pandesports.com