



Sport Facilities Terms & Conditions

On consideration of you paying the hire cost ("charges"), Shrewsbury School Sports Facilities ("SSSF", "we", "us", "our") make the facilities available to you strictly subject to these Terms and Conditions ("Terms").

1. Booking, Payments & Cancellations

1.1 Payment must be made at the time of booking by credit or debit card. However, if you make a booking more than 30 days in advance and your booking is for six or more sessions, you may elect to pay for your booking via invoice. All invoices must be paid within 30 days of the date of the invoice or you risk losing your booking.

1.2 Any changes to bookings must be requested in writing and received by us no later than seven days before the date of hire. Changes are subject to availability and increased charges may apply.

1.3 Cancellation of bookings must be confirmed to us in writing. If you cancel your booking, the following cancellation charges will apply: full refund if at least one month's notice of the cancellation is received, otherwise all of the charges will be retained by us, we may allow, at our discretion, cancellation charges to be offset against future bookings.

1.4 We reserve the right to cancel any bookings at any time if: (i) the facilities are needed for essential business of the school and/or purposes of the centre or (ii) if the booking is considered to be incompatible with the objects, reputation or good standing of Shrewsbury School.

2. Use of the Facilities and Rules

2.1 You, the person making the booking, are responsible for ensuring that you and anyone using the facilities by virtue of your booking (your "team") is aware of, and complies with, the following rules. We can cancel your booking and/or require you and your team to leave the facility, and school in its entirety, if you or any member of your team does not follow the rules and/or disobeys the instructions of staff members.

3. Access

3.1 You and your team are permitted to access the relevant sporting area during the period of hire only. You and your team are not permitted to access the area at other times. You are not permitted to access any other areas of the school.

3.2 Numbers of attendance are to be confirmed in advance.

3.3 Play is strictly confined to the relevant area.

3.4 All users must follow site guidance and procedures; all users are advised to familiarise themselves with the facility evacuation procedures instructed on site signage when entering relevant facilities.

4. Clothing and Equipment

4.1 All persons using the sporting facilities must wear appropriate sporting clothing / footwear, at all times.

4.2 All persons using the facilities are required to provide their own equipment, including balls.

4.3 No equipment must be left in the facilities or the surrounding area outside of the period of hire. Only qualified staff and coaches are authorised to move equipment.

5. Coaching and under 18s

5.1 Where coaching has been requested as part of a booking, we will make every effort to provide the coach requested but this is subject to availability and we cannot guarantee that a particular coach will be available during the period of hire.

5.2 All coaching sessions provided by the centre will last for 55 minutes duration unless otherwise specified.

5.3 Instructions of school staff members must be obeyed at all times.

6. Expected Standards and Personal Liability

6.1 Only relevant equipment should be brought into the sporting area. No food or drink may be consumed within sporting facilities. Chewing gum is not allowed in any area of play.

6.2 Smoking is strictly prohibited in all areas of the school.

6.3 No dogs will be allowed in the facilities unless the dog is a guide dog or other assistance pet.

6.4 You are fully responsible for any and all items brought into the facility (and the school grounds generally) by you or your team and the school shall have no liability for such items or any other property and/or possessions belonging to you or your team. You are not permitted to bring in any flammable or other potentially dangerous or hazardous materials or equipment into the centre or any other part of the school grounds.

6.5 You are fully responsible for: (i) any loss, theft or damage to the facility or other property of the school or any person; and (ii) any injury to any person, caused by you or your team.

6.6 Persons attending and using the facilities do so at their own risk. The School shall not be liable to you (or your Team), whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for any: (i) loss or theft of, or damage to, or destruction of equipment, vehicles, or other property (howsoever caused); (ii) death or personal injury; (iii) loss of profits; (iv) loss of opportunity, revenue or business; or (v) any indirect or consequential loss.

6.7 Nothing in these Terms limits or excludes the school's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by applicable law.

7. Photography and Filming

7.1 On occasion, sessions may be filmed or photographed by the school for promotional purposes. If we wish to photograph or film your session, you will be required to complete a permission form signifying your consent to the use of any images or footage in future promotions. A separate permission slip must be completed by a parent, guardian or carer if children are to be photographed or filmed. If you or a member of your team does not wish to have their session photographed or filmed they should inform the department at the time of the booking. No payment or royalties will be provided to any person whose image or footage is used for promotional purposes.

8. Failure to Observe and Rights

8.1 Failure to observe and comply with any or these terms may result in the cancellation of current and/or future bookings.

8.2 Force Majeure: The school will not be liable for any delay or failure in performing its obligations to the extent that such delay or failure is caused by an event or circumstance that is beyond its reasonable control. If the event or circumstance delaying or preventing performance by the school is continuing (or we reasonably consider is likely to be continuing) at the date of hire, we may cancel the booking and, other than refunding any charges already paid, shall have no liability to you in respect of such cancellation.

8.3 Severance: If any court or competent authority finds that any provision of these terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms shall not be affected. If any invalid, unenforceable or illegal provision of these terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8.4 Third party rights: A person who is not a party to these terms shall have no rights under or in connection with them.

9. Variation

Any variation to these Terms shall only be binding when agreed in writing and signed by you and the Sports Facilities Manager of the school

9.1 Entire Agreement: These terms constitute the entire agreement between the parties in relation to the subject matter. The terms replace and extinguish all prior agreements, draft agreements, arrangements, collateral warranties, statements, assurances, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written, in relation to that subject matter. Each party acknowledges that in entering into the terms it has not relied upon any oral or written statements.

9.2 These terms apply to the contract between you and the school for the hire of facilities, to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

10. Safeguarding

Keeping Children and Vulnerable Groups safe in community and extra-curricular activities / Holiday clubs:

10.1 As the designated body providing services or activities relating to extra-curricular activities and / or holiday club provision, SSSF must be provided with, and be satisfied with prior to hire, documented evidence that you have appropriate child and vulnerable adult safeguarding and child protection policies and procedures, a full risk assessment relating to the activity you propose to conduct, and public liability insurance with a minimum of £5m cover in place.

10.2 It is the responsibility of the hirer to ensure these policies and procedures are made available to us before the hire can take place, and that these policies and procedures are in place for the duration of the hire whilst onsite.

10.3 All users of the site who wish to undertake hire of our facilities for regulated activity will be asked to complete and sign a separate "SSTC Safeguarding agreement for Hirers" document which provides clear instructions on what is required to hire facilities at Shrewsbury School. This document must be signed and returned with all documentation requested in section 10.1 prior to hire commencement.

10.4 Failure to provide sufficient evidence of your safeguarding and child protection policies will result in termination of the agreement of hire as this is a condition of use for any of our facilities, buildings or venue hires at Shrewsbury School.

10.5 Any concerns occurring whilst the group is in occupation on site must be reported to an SSTC Representative at the earliest opportunity.

11. Harassment

11.1 It is the responsibility of the hirer to ensure members of your team understand their responsibilities under the Equality Act 2010. We will not tolerate aggressive, inappropriate or abusive behaviour, or any behaviour that amounts to harassment of any kind.

11.2 Where relevant you must provide documented evidence that you have appropriate harassment risk assessment, policies and procedures.

11.3 Under the “Worker Protection (Amendment of Equality Act 2010) Act” employers must take reasonable steps to prevent sexual harassment of their employees.

11.3 Sexual harassment is unwanted behaviour of a sexual nature. To be sexual harassment the unwanted behaviour must have either (i) violated someone’s dignity; or (ii) created an intimidating, hostile, degrading, humiliating or offensive environment for someone.

11.5 Sexual harassment is unlawful and will not be tolerated by SSSF. Complaints will be taken seriously and investigated by the SSSF Designated Safeguarding Lead. If an allegation of sexual harassment against you or any member of your team is upheld this may result in termination of the agreement of hire.

11.6 If you experience or witness sexual harassment on site it must be reported to an SSTC Representative at the earliest opportunity.