

TERMS AND CONDITIONS OF HIRE OF SCHOOL PREMISES FOR THE UNITY SCHOOLS TRUST

Commonly used terms:

Booking	Use of the facility within a defined time period.
Hirer	The person making the booking and who is responsible for ensuring the club use the facility within the terms and conditions of use.
Club	The organisation, team, club or group of individuals that use the premises under a booking.
Attendee	Any person attending a booking.
Terms and Conditions of Hire	The terms and conditions for hire of the premises and grounds.
Booking Form	Premises Hire Application Form.
Hire Agreement	The agreement consisting of the Application for Hire, Application Form and the Terms and Conditions of Hire.
Hire Fee	The fee payable by the Hirer.
Hire Period	The period detailed in the Hire Agreement.

1. HIRER'S RESPONSIBILITIES

- The hirer shall comply with these Terms and Conditions for Hire of the premises and grounds until the hire period ends.
- The hirer shall ensure that the Trust have the name, address, daytime and evening telephone number and an email address for at least one individual authorised to deal with the Hire Agreement at all times. The hirer shall notify the Trust immediately should the individual or their contact details change at any time prior to the end of the hire period. Failure to do so may result in the cancellation of the hire agreement.
- The hirer shall ensure that the hired part of the facilities is vacant, clean and clear from all attendee's property and litter (including all permitted advertising and decorations placed in or around the facilities) prior to the end of each booking.
- The hirer will ensure that the premises are vacated no later than the end of the hire period.
- The hirer shall not sub-let the premises to any other person.

2. APPLICATIONS FOR HIRE

- The Application for Hire form must be submitted at least twenty-eight days before the first booking.
- The decision to confirm and accept the booking shall be at the sole discretion of the Trust.
- The Trust have the right to refuse any application or request to change a booking. The Trust reserves the right to verify, or require proof of all the information given in order to obtain a booking. Any fraudulent or wrongful information given in order to obtain a booking could result in the cancellation of the booking.
- Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix 1) and the letting agreement (Appendix 2).
- The letting agreement must be signed and returned to the Trust before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.
- The Trust reserve the right to refuse to hire facilities to any individual or group whom they consider may damage the good reputation of the Trust or conflict with the fundamental aims and ethos of the Trust.
- If the Trust are unable to accept a booking they may offer alternative dates, times or locations.
- The Trust reserves the right of access to the premises during the letting.
- Only those facilities and resources identified on the booking form will be available during the letting.

3. CHANGES TO TERMS AND HIRE FEE

- The Trust may change these terms for health and safety, security, regulatory or legal reasons.
- When the Trust do make changes that affect the hirer, the Trust will give reasonable notice of the changes that the Trust plan to make.
- The hire fee is based on the cost of the Trust making the relevant parts of the facility available to the attendees. Where the number of attendees is lower than originally anticipated by the hirer they will not be entitled to a refund.
- The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the Trust. Failure to comply with this condition will result in the immediate termination of the letting without refund.

4. PAYMENT AND CHARGING

- The Trust will invoice the hirer according to the payment terms specified on the Application for Hire Form. VAT may be invoiced separately.
- The hirer shall pay the hire fees to the Trust in accordance with the invoice, but no less than seven days in advance.
- All invoices not paid within the terms of this agreement will result in cancellation of the booking.
- A cash deposit will be required for all ad hoc lettings, payable no less than one week in advance of the letting, the charge determined by area and equipment required.

- The Trust reserves the right to make additional charges should the premises not be vacated at the end of the hire period. This includes additional caretaker charges. These charges are determined by the length of time exceeded and time/day of the letting.

5. VAT

- Certain block bookings by certain hirers, such as bookings for 10+ sessions for a single activity, may be exempt from VAT (an exempt booking). Where an exempt booking is cancelled or changed in such a way that it no longer qualifies as an exempt booking, in addition to any cancellation fees due, we will invoice you for any VAT due in connection with the booking and you agree to pay such amounts to us within fourteen days of receiving said invoice.

6. CANCELLATION BY HIRER

- Notice of cancellation is required in writing. Failure to give such notice shall render the hirer liable for the full charge.
- If the hirer cancels a hire agreement or booking other than under clause 3, then cancellation fees may apply and additional VAT may be due (see clause 5). The amount of any charge depends on when the cancellation notice is given.

7. CANCELLATION OR RESCHEDULING BY THE TRUST

- The Trust reserves the right to cancel or reschedule any booking at any time.
- The Trust reserves the right to cancel any bookings which are considered unsafe, whether as a result of activity, coaching practice, weather conditions or pitch conditions.
- For cancellations and/or rescheduling of a booking that are not caused by events beyond the control of the Trust, every endeavour will be made to give the hirer a minimum of fourteen days' notice.
- In the event of a cancellation of a booking subject to the above, any hiring fee already paid will be refunded less any amounts due from the hirer to the Trust.
- The Trust will not be responsible for expenditure incurred by the hirer in connection with the cancellation or rescheduling so far as the Trust are not attributable to reasons or events beyond the Trust's reasonable control.
- The use by the hirer of certain facilities within the premises may be withdrawn and/or varied by the Trust at any time for any reason.
- The Trust reserve the right to terminate any hire agreement in progress and any other hire agreements where the hirer breaches any term of this agreement.

8. INDEMNITY

- The hirer shall indemnify the Trust and keep the Trust indemnified against all claims, demands, actions, proceedings or direct or indirect loss in respect of death or injury to any person or damage to property or belongings of the Trust or any other person in any way arising from the Hire Agreement and/or any breach of the hirer's obligations under the Hire Agreement
- The hirer agrees not to do anything that would or might cause the Trust to be in breach of the tenant's covenants and the conditions contained in the Trust's Lease of the school site from the Local Authority.

9. INSURANCE

- Hirers shall ensure they have a policy of public liability insurance and shall produce the policy with the hire agreement. Upon renewal it is the responsibility of the hirer to provide the Trust with an up to date copy.
- Public liability insurance can be provided for ad hoc lettings at a cost of 16% of the hire charge. If required the hirer must notify the Lettings Co-Ordinator upon application in order for the correct charges to be applied.
- The level of cover insured will not be less than £5 million.
- The insurance provided by the Trust does not extend to property brought onto the premises in connection with a booking, in respect of fire, theft, loss or any other damage. Separate insurance is required for such matters.

10. ADMISSIONS

- The Trust may refuse admission of any person, or may require any person to leave the premises without giving a reason for doing so, whether or not that person is a valid member of an affiliated organisation hiring the facilities.

11. CHILDREN AND VULNERABLE ADULT PROTECTION AND SAFEGUARDING

- The Trust is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Trust require that for all hirings involving adults working with children, an appropriate level of disclosure should be obtained from the Disclosure and Barring Service for the individuals working on the school premises, prior to such work commencing.
- Where a disclosure includes conviction, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people.

12. HEALTH AND SAFETY

- For the safety of both the hirer and the attendees, the hirer must comply with the Trust's health and safety policy. A copy of this document is provided with confirmation of booking.
- The hirer should perform a risk assessment prior to and during the booking to ensure that there is no risk to personal injury or property as a result of the activity being carried out or the conditions in which it is being performed. If there are any concerns the activity must be stopped and a member of the Trust notified immediately.
- The hirer must make themselves aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.

13. FIRST AID AND OTHER EMERGENCY INCIDENTS

- In the event of an accident, injury or incident, the hirer should immediately report this to a member of the Trust who will take appropriate action.

- All first aid treatment, incidents and emergencies must be recorded by the hirer. Any serious incident should be provided to the Trust as soon as is reasonably possible after the event.
- A written report must be presented in writing to the Trust of any accident, injury or incident within twenty-four hours. Further information must be supplied on request.

14. PORTABLE ELECTRICAL APPLIANCES

- No portable electrical appliance is to be brought or used in the facilities without prior consent of the Trust. Where permission is granted the portable electrical appliance must have been inspected beforehand in accordance with current Institution of Electrical Regulations and bear a dated sticker.

15. EQUIPMENT TO BE BORROWED OR HIRED

- The Trust will provide the hirer with a booking form which should be used to notify them of any equipment they wish to use during the hire period, this being subject to payment by the hirer of the applicable hire fees. This should be returned with the initial application.
- The hirer shall not be permitted to use any equipment that has not been booked.
- Should the Trust be unable to provide the required equipment, the hirer may, at the Trust's discretion, be able to bring their own equipment, in which case it will be their sole responsibility.

16. HIRER'S AND ATTENDEES PROPERTY

- The hirer and all attendees bring all personal belongings to the premises at their own risk. The Trust accept no liability for loss or damage to such property.
- Attendees park their cars on the premises at their own risk. The Trust accept no liability for loss or damage to cars and their contents.

17. PROPERTY LEFT ON THE PREMISES

- The Trust may remove any property left on the premises by the hirer or an attendee after the end of a booking. The Trust may dispose of the property without further notice of liability to the hirer or any attendee.

18. DAMAGE CAUSED BY HIRER/ATTENDEE

- The hirer shall, on demand, pay an amount equal to those sums the Trust may reasonably incur in repairing or replacing any damage to the premises, its fixtures, fittings, equipment and any other contents, caused by the hirer or an attendee, together with an administration fee of 10% of the cost of repair or replacement.
- The hirer shall, on demand, pay an amount equal to those sums reasonably incurred by the Trust for additional cleaning requires as a result of the use of the premises by the hirer or an attendee, together with an administration fee of 10% of the cleaning cost.

19. BROADCASTING, RECORDING AND PHOTOGRAPHY

- The hirer or attendees must not take photographs in a professional capacity or for publication, broadcast, film or otherwise record on the premises during any booking without prior written consent.

20. MUSIC AND OTHER PERFORMANCES

- If the hirer wishes to play or perform any musical or other artistic work, including DVDs and videos which would infringe the intellectual property rights of any third party, the hirer must ensure that:
(a) they hold valid licences allowing them to play or perform on the premises. (b) the Trust have copies of all such licences.
- Hirers of rooms to teach exercise to music classes are responsible for obtaining the relevant PRS music license at their own expense.

21. ADVERTISING OR DECORATIONS

- The hirer shall not advertise or publicly announce any event to take place on the premises without the prior written approval of the Trust. Proofs of all intended advertising should be submitted prior to the publication.
- The hirer shall not display any notices or decorations (internal or external) without the permission of the Trust.

22. PROHIBITION OF ALTERATIONS

- The hirer shall not alter or interfere with any fittings or equipment of or the structure of the premises.

23. CATERING AND REFRESHMENTS

- The Trust reserve the right of sale of all refreshments on the premises. Catering is not included within the hire fee unless specifically noted as such on the Application for Hire Form.
- If you would like to arrange catering services at a booking, you should notify the school of your desired catering services at least 14 days before the hire agreement.
- You must not and ensure all attendees do not:
(a) Break the provision of the Food Safety Act 1990 as they apply to the premises.
(b) Sell liquor at an event without a liquor licence. If you would like to arrange for a liquor licence you must notify the Trust at least fourteen working days before the hire agreement.
(c) You must not provide liquor at an event that is not managed by a responsible adult over the age of twenty-one.

24. SALE OF GOODS

- You shall not supply or permit any other person to sell or supply or offer for sale goods of any kind on the premises during the hire period without the consent of the Trust.

25. GAMBLING

- Without the prior written consent of the Trust, you shall not hold, or permit to be held any raffle, sweepstake or other lottery on the premises during the hire. If the Trust gives consent, you shall be responsible for ensuring that raffle, sweepstake or other lottery complies with all applicable laws.

26. ADDITIONAL SUPERVISORS/INSTRUCTORS

- If you require extra supervisors or instructors for any activity, the Trust may be able to provide them for an additional fee.

27. GENERAL

- This hire agreement and disputes arising from it are subject to English law and the jurisdiction of the English courts.
- Facility hire charges will be reviewed in June with a view of any changes being implemented in September annually.
- The Trust and the hirer agree and accept that no relationship of landlord and tenant is created by the Hire Agreement.
- The Trust gives no warranty that the school site or the facilities possess any planning permissions or other consents, licences, permissions, certificates, authorisations and approvals which may be necessary for the hirer's intended use, nor that the facilities are physically fit for such use. The hirer acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Trust before the date of the Hire Agreement as to any such matters (provided that nothing in this clause shall limit or exclude any liability for fraud).
- The Trust is not liable for (a) the death of, or injury to the hirer, its employees, customers or invitees; or (b) damage to any property of the hirer or that of the hirer's employees, customers or other invitees; or (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by hirer or the hirer's employees, customers or other invitees in the exercise or purported exercise of the rights granted by the Hire Agreement provided that nothing in this clause shall limit or exclude the Trust's liability for death or personal injury or damage to property caused by negligence on the part of the Trust or its employees or agents, or any matter in respect of which it would be unlawful for the Trust to exclude or restrict liability.

28. HIRERS' CODE OF CONDUCT

- The hirer shall ensure all attendees comply with signs and other published rules for users of the facilities.
- The premises and grounds are designated as a smoke free area - smoking is not permitted anywhere in the premises or grounds.
- The hirer shall observe the zero tolerance policy on abuse and abusive language which includes all forms of swearing whether in aggression, frustration or conversation. Failure to adhere to this policy may result in the booking being terminated.

- The hirer shall ensure that vehicles are parked in accordance with directions marked on signs/line markings and with due care and consideration for other users and does not restrict access to the school site or alternative parking areas.
- Visitors must park their vehicles in the designated car parks or as indicated by the Trust. Vehicles may not be taken on the school fields or artificial pitches without first consulting and obtaining permission to do so from the Trust.
- Visitors are also required to park their vehicles, where possible within the boundaries of the school and not to park on the roads approaching the site, whilst using the school facilities. If parking is required on adjoining roads then the hirer is required to ensure that this is done in a considerate manner and without obstruction to neighbouring properties.
- Vehicles must not be parked on any lawn or grassed areas.
- The walking of dogs and other animals is not permitted on the premises.
- The hirer accepts that the Trust reserves the right to exclude from the premises anyone breaking such rules and/or causing a nuisance to other users of the facilities or those in nearby premises.

29. USE OF FACILITIES

- All footwear must be clean and mud free before entering the building.
- Litter must be placed in the bins provided.
- Scaling fences is forbidden – balls should be retrieved by using the gates.
- No swinging on football goal surrounds.
- Hirers should vacate the pitch promptly at the end of the session.
- When leaving the premises please respect local residents and leave quietly and continue to observe the zero tolerance on swearing.
- The hirer must leave the areas used, including the school grounds, in a reasonable state of cleanliness. Failure to do so will result in a bill being raised for extra cleaning.

30. SMOKING

- All of the Trust properties within the property boundaries are designated NO SMOKING areas.
- Anyone wishing to smoke must do so on the public footpath outside the Trust boundary.
- Groups hiring the facilities are responsible for enforcing the above points and may risk losing the right to hire the premises in future if these rules are not enforced.