



The Hire

Details of the Hire, including the fees will be set out in the Booking Form. The Hirer agrees to pay all fees promptly on receipt of an invoice from Brook Learning Trust ('The Trust').

Cancellation

If the Hirer wishes to cancel a booking or set of bookings, ten clear working days notice must be given of the cancellation. Failure to give such notice will result in a full fee being charged for the booking.

The Trust reserves the right to cancel a booking, giving 10 working days notice where possible, and in unforeseen circumstances notice will be given as soon as possible. No cancellation fees will apply in such cases.

Insurance

With the exception of non-commercial Hirers, the Hirer will keep the Trust fully and effectually indemnified against any loss which the Trust may suffer by the claim of any third party entering the Academy premises for whatever purpose connected with the activity organised or conducted by the Hirer and howsoever such claims arise.

The Hirer shall provide evidence of public liability insurance (minimum £2m) in order to satisfy the Trust of the Hirer's ability to meet the cost of any third party claims.

Non-commercial Hirers who do not carry public liability insurance can be covered by the Trust's Hirers Liability Policy subject to prior agreement with the Trust. Non-commercial hirers will be responsible for the first £350 of each and every claim connected with activity organised or conducted by the Hirer and howsoever such claims arise. A surcharge of 1.8% of the total hire charge will be applied for non-commercial hirings.

Hire of Premises and Equipment

Hire of Academy premises must be agreed in advance and confirmed in writing by the completion of a booking form. The Hirer is responsible for ensuring that all of its users act with due care and respect for the Academy's property.

Any damage to equipment or premises, or missing equipment must be reported to a member of the Site Team before the Hirer leaves the site. Any damage resulting from the misuse of equipment or premises will be the sole responsibility of the Hirer.

The Hirer will ensure that all users wear the appropriate footwear which will not cause damage to floor coverings / surfaces. Safe footwear for the 3G pitch includes blades, moulds, normal boots, metal studs



only with the safety kitemark. Any damage to surfaces as a result of inappropriate footwear will be the responsibility of the Hirer.

Health and Safety

The Hirer must comply with Health and Safety legislation, and the Academy's health and safety policy.

The Hirer (and its users) shall not bring onto the site any glass, flammable / explosive materials.

The Hirer may not bring onto the premises their own electrical appliances without prior approval from the Site Team.

The Hirer is responsible for reporting any unsafe conditions (including damaged equipment) to the Site Team.

The Hirer is responsible for providing first aid equipment and trained personnel, and for carrying a mobile phone for contacting the emergency services.

Hirers are responsible for alerting the Site Team to any emergency that puts the Academy or the Trust at risk.

Fire procedures

The Hirer should be aware of the appropriate action to be taken in the event of an emergency, and of the location of fire extinguishers and how to use them, which will be communicated to hirers before their first session begins.

The Hirer accepts responsibility for ensuring their users are aware of the fire procedure.

The Hirer is responsible for signing in and monitoring persons on site, so that in the event of a fire evacuation, all persons can be accounted for.

Security

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to Academy premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the hire session.

On completion of the hire session, a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

No casual spectators unconnected with the hire are to be admitted.



Conduct

The Hirer is responsible for ensuring that their users and spectators act in a responsible manner when entering or exiting the premises, and during the hire period. Hirers shall not cause any nuisance to Academy staff, other users of the site, the local neighbourhood or members of the public. This includes the use of offensive language and undue levels of noise.

The Hirer shall ensure that all rubbish is removed or disposed of in the designated bins at the end of the hire, and that furniture and equipment is left as it was found.

The Hirer is responsible for leaving the premises clean and tidy, and leaving the furniture and equipment as they found it. Any specialist cleaning required after the hiring will be the sole responsibility of the Hirer and will be recharged to the Hirer accordingly.

The Hirer and its users will respect the Academy's non-smoking policy at all times and in all areas of the site.

Parking

The Hirer shall ensure that users park in the designated place

Parking is only permitted in the Academy's allotted parking spaces unless otherwise directed by the Site Team. All vehicles that are parked on site are done so at the owners' risk.

Lost Property

The Trust accepts no responsibility for Hirers' property which is lost or damaged during the hire. Articles of lost property should be handed to a member of the Site Team

Licences

The Hirer shall obtain the necessary licence from the appropriate authority for undertaking any of the following activities on the Academy premises: performance of a play, cinematography exhibition, public dancing, singing, films, playing music or other public entertainment; and shall take all necessary measures to fulfil the conditions of the licence. It may be that a Temporary Event Notice may be required, and therefore this must be established in advance.

The Hirer will meet the requirements of the Copyright Designers and Patents Act 1988 by ensuring that any musical performances on the premises are notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed, the Hirer will first obtain advance permission from the Performing Rights Society Ltd.

The Hirer must have written permission from the Trust before arranging for alcoholic drinks to be consumed on the premises. The Hirer is responsible for obtaining a Temporary Event Notice from the local Borough or District Council if intoxicating liquor is to be sold during the hire. Alcoholic drink may not be



brought on to the premises while students are present and are to be cleared from the premises at the end of the hire.

Standards and Safeguarding

The Hirer will have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities. If coaching children or vulnerable adults, requirements for DBS (Disclosure and Barring Service) must be followed and written confirmation must be provided from the employing organisation confirming that all staff and volunteers are appropriately checked. Hirers must also provide the Trust with a copy of their safeguarding policy and clearance to practice from their professional organisation. If children are present, adults must directly supervise them at all times.

General

The Academy premises shall be used only for the activity set out in the agreement.

The Hirer will under no circumstances sub-contract any of their activities or responsibilities under these terms and conditions to a third party.

No landlord and tenant relationship shall exist.

Acceptance

I (the Hirer) agree to be bound by these Terms and Conditions of Hire

Signed Date.....

For and on behalf of