



# FACILITIES HIRE TERMS & CONDITIONS

## WICKERSLEY PARTNERSHIP TRUST

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# 1 INTRODUCTION

By completing a booking through School Hire's website to hire any of Wickersley Partnership Trust's facilities, I agree that I, or the club I represent, shall be bound by and comply with the Terms and Conditions of Hire annexed to this document.

I understand and agree that if I am applying for facilities on behalf of an unincorporated members club or society then I (and not the club or society) am entering into a contract with Wickersley Partnership Trust and will be personally liable for the charges and compliance with the attached hire terms and conditions.

## 2 BOOKING CONDITIONS

The process of hiring Trust facilities is as follows:

- Complete booking process through School Hire's website with a request for hire of Trust facilities. The Trust will approve or reject this request for hire
- If approved the Hirer must make the required payment in line with charges determined by the Trust (Charges)
- These terms and conditions must then be complied with throughout the course of hiring the Trust facilities
- The Trust facilities will not be available for use until the application for hire via School Hire has been accepted by the Trust, and the Charges paid by the Hirer
- All hire arrangements are for a maximum of one academic year and will end on 31 August each year if no earlier date is agreed
- The Trust reserves the right to refuse an application for hire of Trust facilities
- The Trust is subject to external third party policies due to Private Finance Initiative contract's at Clifton Community School, Thrybergh Academy and Wickersley School and Sports College. The Trust reserves the right to decline booking requests due to inadequate notice. It is essential for a hirer to provide a minimum of 14 days' notice, as required by third party site management team, to ensure proper arrangements can be made for open and closing sites.

- The Trust must report any Hirer related safeguarding allegations to the Local Authority Designated Officer. If something is reported to the Trust or school we must follow the Trust's own safeguarding policies. These procedures can be found on the school and Trust website with reference to any allegation about a member of staff.
- In the event the Hirer - at any time during the period of hire - commits a breach of any of these terms and conditions the Trust may terminate the booking and retain all sums paid by the Hirer. The Trust may refuse to grant any further application from the Hirer for the hire of the Trust facilities (or any facilities or premises of another academy within the Trust)
- The Trust may amend these terms and conditions of hire at any time and shall notify the Hirer

## 3 CHARGES

Charges applicable for the hire of Trust facilities will be determined by the Trust and may be revised with effect from 1 September each year.

The Trust reserves the right to request a deposit of a proportion of the hire cost from the Hirer in addition to the Charges. The deposit will be returned at the end of the hire period subject to these booking terms and conditions being complied with by the Hirer. The Trust reserves the right to retain some or all of the deposit in the event of damage caused to Trust premises and facilities during the period of hire.

The Charges (or an initial proportion, as notified by the Trust) shall be paid in advance by the Hirer and in accordance with the Trust's invoice terms.

Bookings may be made for single lettings or repetitive lettings for the period referred in the online application process.

## 4 CANCELLATION OF BOOKING

An individual session in a block booking may be cancelled by the Hirer giving the Hirer cancels through School Hire's website two working days prior to the session. Where this period of notice has been given, the Charges relating to the cancelled booking may be refunded by the Trust and any deposit paid by the Hirer will be refunded.

A booking may be cancelled by the Hirer during the period of hire on no less than one month's notice in writing to the Trust. Where this period of notice has been given, the Charges relating to the cancelled booking may be refunded by the Trust to the extent that Charges have been paid by the Hirer which relate to any period following termination. Any deposit paid by the Hirer will be refunded except in circumstances where there is damage caused to the academy facilities during the period of hire.

The Trust may - at any time before or after the start date of a booking - cancel, postpone or delay a booking in which case the Hirer will be notified and reimbursed the Charges paid (or the appropriate amount of the Charges as the case may be). If the Trust must postpone or cancel a booking, then as much notice as possible will be given to the Hirer. The Trust does not accept any liability for any loss arising from any postponement or cancellation to a booking. If a deposit has been provided by the Hirer this will be repaid to the Hirer except in circumstances where there is damage caused to the Trust facilities during the period of hire.

## 5 USE OF PREMISES

### TRUST RESPONSIBILITIES

- For the duration of the hire period the Trust will be responsible for ensuring adequate means of escape from Trust premises in emergency and adequate heating, lighting and ventilation. This will include external lighting where required
- The Trust will carry out periodic monitoring of hire activities to ensure compliance with these hire terms and conditions

### HIRER STATUS

- The Trust may refuse a letting if there is a possibility of public disorder or if it is contrary to the ethos of the Trust
- Booking for hire will not be permitted to persons under the age of 18 years or to any organisation or group with an unlawful or extremist background. The Trust reserves the right to refuse a request for hire at its absolute discretion

### HIRER RESPONSIBILITIES

For the duration of the hire period the Hirer will be responsible for ensuring the following:

- That its use of Trust facilities does not interfere with running of the respective schools, educational use or cause any nuisance or annoyance
- That proof of Public Liability insurance, relevant Risk Assessments and DBS information are provided to the Trust and are kept updated

- That its use of Trust facilities is for the purpose, length and time, and by the named person and organisation stated during the booking process only. The Hirer (and its staff and participants) must not arrive earlier or stay later without the prior written agreement of the Trust
- That Hirers book the facility for the time they intend to be onsite for not just the duration of their activities/classes. The Hirer should ensure they factor in sufficient time to set up and disassemble any equipment before and after into their booking request.
- That the number of persons using the Trust facilities does not exceed the maximum stated during the School Hire application process
- Adequate supervision is maintained at all times by the Hirer and emergency procedures followed
- No Trust equipment is to be used by the Hirer without prior agreement. Trust furniture and equipment shall not be moved by the Hirer. If the Hirer does use equipment, it must be returned to its original position at the end of the hire period.
- The Hirer must demonstrate/provide appropriate procedures or paperwork as required by the Trust to confirm that all relevant recruitment and vetting checks including DBS disclosures have been undertaken on staff who work with children and young people
- The Hirer must be familiar with emergency equipment, such as fire extinguishers, alarms, telephone and First Aid facilities, and must follow the emergency evacuation procedure for the respective school. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of any disabled participants. Emergency exits, fire extinguishers, alarm points must not be obstructed
- That appropriate arrangements are made for First Aid assistance and equipment, particularly for sports related activities
- That the Hirer's facilities and equipment must be used in a responsible manner which does not compromise the safety of the users or the premises and equipment. This includes ensuring that alcohol is not consumed without prior agreement on Trust premises. Equipment must be used for the purpose for which it was designed. Flammable and/or hazardous substances are not to be used. No gas cylinders or canisters are to be used on the academy premises. Combustible materials are not placed adjacent to heat sources
- Arrangements must be made to ensure the Trust facilities and premises are secured at the end of each hire period, if appropriate
- Signs or advertisements relating to the Hirer's activities must not be displayed at respective schools without the prior approval of the schools and the Trust
- Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be carried out/put up on the Trust premises

- Footwear likely to damage the floors of the Trust premises is not to be worn
- Litter and property belonging to the Hirer or its staff and attendees is to be removed by the Hirer at the end of each period of hire. Any costs incurred by the Trust in removing rubbish and other items left by the Hirer, its staff and attendees will be paid by the Hirer
- Alterations to lighting or heating systems in the academy premises are forbidden
- Parking on Trust premises is at the Hirer's entire risk and only in designated areas, leaving access for emergency vehicles
- Markings are not to be made on the grass of the Trust playing fields or hard areas without the Trust's prior consent in writing
- That any electrical equipment brought onto the Trust's premises must have a certificate of safety from a qualified electrician and be made available for inspection by the Trust prior to the period of hire
- That the Hirer is responsible for supervising any children taking part in an activity, including escorting them to toilet facilities and remaining with them until they have been collected by a responsible adult from Trust premises
- That the Hirer does not use Trust premises in a way which breaches any legislation, nor for any immoral or gaming/gambling use
- The Hirer shall not use Trust premises for any purpose other than that specified during the application process and shall not enter Trust premises before nor vacate Trust premises after the time specified on the booking form
- That the Hirer will use the main entrance to Trust facilities which will be opened by the Trust at an agreed time. It will be the responsibility of the Hirer to ensure that Trust premises are secure during the Hire Period. Admission to Trust premises will not be allowed until the time specified on the booking confirmation. The Hirer (or their representative) must report to the school reception at the beginning of each hire period
- The Hirer shall ensure that all events during the period of hire are properly supervised and they have carried out suitable risk assessments in relation to the hire purpose and the Trust facilities being used. The Trust reserves the right to request copies of these risk assessments
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- Neither the Trust nor the respective school shall have any liability whatsoever for any injury - including injury resulting in death - caused to any member or individual using the Trust premises during the period of hire. Additionally, any damage to or loss of property whatsoever which shall or may occur to be sustained by the Hirer, their assistants, or others entering on the property in the exercise or purported exercise of the hiring. Except such injury or damage which may occur by the neglect of neglect of the Trust or its representatives, servants or agents acting within the scope of its authority
- The Hirer will indemnify and keep indemnified the Trust and/or its representatives, servants and agents from and against all claims and liabilities in respect of injury or damage. Also, all actions, proceedings, costs, damages and expenses in regard to, from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever. This includes injuries resulting in death and damage to, or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid). Trust discretion may be applied in isolated circumstances
- The Hirer shall not cook or use any kitchen premises within the Trust premises at any time without prior agreement
- The Hirer is responsible for any damage caused to the Trust premises during the period of hire, other than normal wear and tear which relates to the Hirer's use of the premises
- The Hirer will pay for any additional fees incurred as a result of an emergency call out, if it is determined that the emergency call out was unnecessary. The Trust defines 'Emergency' as a serious, or dangerous situation requiring immediate action.
- Neither the Trust nor the respective school shall be liable for any injury or damage to, or loss of property which shall or may occur or be sustained by the Hirer or any others entering the Trust premises
- The Hirer agrees to comply with all laws, statutes, regulations and notices and consents relating to hire of the Trust premises

## 6 COPYRIGHT

The Hirer shall not infringe any copyright or performing rights and undertakes to indemnify the Trust against any claims, liability, costs and expenses of any infringement. Where the hire purpose involves the use of sound recordings or music played, the Hirer is entirely responsible for obtaining all licences as may be required for the performance of a dramatic or musical work. The Trust will require from the Hirer a copy of the relevant licence(s) at the time of booking the premises. A licence may also be required.

## 7 ALCOHOL

Alcohol shall not be consumed on the Trust premises without prior agreement.

## 8 SMOKING

Smoking including the use of E-Cigarette's on the Trust premises is strictly prohibited.

## 9 LIABILITY OF HIRER

The Trust shall not be liable for any injury or damage to or loss of property which shall or may occur to the Hirer, their employees or agents, or others entering on Trust premises during the period of hire of the Trust facilities. This excludes injury or damage as may occur by reason of the negligence of the Trust, its employees or agents acting within the scope of its authority.

The Hirer must ensure adequate public liability insurance is in place at all times in relation to its use of Trust facilities. Trust discretion may be applied in isolated circumstances.

## 10 DATA PROTECTION

The Trust and the Hirer will each comply with all applicable requirements of Data Protection Legislation in so far as they relate to these terms and condition.