TERMS AND CONDITIONS OF LETTINGS

1. Interpretation

In this contract the following words have the following meanings:

"**the Rooms**" means the room or rooms which are being hired and any facilities mentioned in the schedule.

"**the Hirer**" means the nominated and named person who signs this Contract (and includes any agent or person acting on behalf of the Hirer)

"the organisation" here the named organisation with a membership and/or affiliation is also named in this Contract as the Hirer. That organisation shall also be considered the Hirer and shall be jointly and severally liable with the person who signs this Contract.

"the social group" here the group or body of persons with no membership or affiliation. The group nominates a designated lead person who is the controlling mind and named in this Contract as the Hirer.

"**the School**" means the school named in paragraph 1 of this Agreement.

"the Community Team" the Out of Hours Campus staff acting on behalf of the Trust Board and present at all bookings.

Where the Trust Board consent or agreement is needed, or where the Committee are to be informed of any matter, the Hirer should contact the Community Team in writing at the address of the school marking the envelope "urgent lettings" or by email to bbookings01@beckfoot.org.

2. Letting

i) Application to the school for any use of school premises may initially be by email bbookings01@beckfoot.org or 07511110758
ii) A Letting will only be confirmed upon receipt of a completed booking form and after evidence of lifeguard or any other health and safety certificates and/or insurance policies (as appropriate) have been seen and accepted by the school
iii) The school reserves the right to refuse any Use application.
iv) The school reserves the right to ask for references

3. Lettings Relationship

By agreeing to these terms and conditions the Hirer is acknowledging that Beckfoot & Hazelbeck Campus is the event hosts and not the event organisers.

The Hirer must ensure that a named responsible person will be present on the premises at all times during the period of use.

4. Cancellation

In the event that Beckfoot & Hazelbeck Campus has to cancel the Letting the Hirer will be informed as soon as possible.

The Community Team may in their absolute discretion cancel the hiring of the Rooms and facilities on any or all of the dates for which they are hired, for any reason including, but not limited to, the following reasons:

i) use of facilities by the school for school events
ii) the Community Team deciding to enter into a transfer of control agreement
iii) repairs or alterations being carried out
iv) school closure (permanent or temporary)
v) the premises being required for the school purposes or for an election or other public purposes
vi) fire, flood, epidemic or another emergency
vii) industrial dispute affecting the school
viii) the receipt of a direction from the local education authority or its agent

ix) breach of any of the provisions, terms, or conditions of this contract by the Hirer
x) if in the opinion of the Community Team the financial position of the Hirer has become untenable e.g. the bankruptcy of an individual; or a company, entering into liquidation
xi) likely or actual breach of the peace
xii) any use or proposed use of the room, which the Trust Board consider unsuitable

If the Community Team cancel the hiring for any of the reasons set out at ii) – vii) above, the Hirer may claim repayment of any hire charge already paid, but in all other cases the school may retain the payment.

The Hirer may cancel the letting by giving 14 days notice at no cost. If less than 14 days notice is received payment is due unless the venue can be re-let, or if at the discretion of the Trust Board the session(s) can be rearranged.

5. Assignment of the Contract

This Contract is attributed to the Hirer acting on behalf of their relevant organisation or "social" group. The Hirer must not assign the Contract or sub let the venue to any other named Hirer or organisation. The Hirer will, within reason, not exceed the agreed number of participants on any one occasion. Please contact the Community Team if you anticipate any chance of numbers or circumstances to ensure the facilities meet your requirements.

6. Admission

The Hirer must not admit to any of the Rooms a greater number of persons than the number specified as the maximum occupancy for that Room or facility. Where a maximum occupancy is not specified, the Hirer must not allow the Rooms to become overcrowded.

The Trust Board shall have the right to enter any of the Rooms at any time, and/or to refuse to admit or readmit any person to the Rooms.

7. Times of Hire

The times agreed for the hire of the Rooms and/or facilities must be strictly adhered to. If they are not, the Trust Board reserve the right: -

i) to cancel the right to use the Rooms and/or facilities on any future date and retain payments made, and
ii) to charge the Hirer for the additional time the Rooms or facilities are used (1 hour minimum) at the rate per hour calculated according to the agreement, plus any additional costs incurred. Each part of one hour shall be charged as a full hour.

8. Condition

The Hirer shall keep the Rooms clean and tidy and clear of rubbish and shall leave the same in a clean and tidy condition at the conclusion of each period of hire. Classroom displays and equipment should not be moved, please alert the Community Team if any issues arise.

9. Keeping Order etc.

The Hirer is responsible for the preservation of good order at all times during the hiring and in addition, will not cause or permit any unlawful or dangerous act.

10. Gangways, Exits and Fire Precautions

The Hirer will ensure that all gangways staircases and passages leading to or from the Rooms are kept free from chairs and / or other obstructions (whether permanent or temporary).

All Fire Hydrants, hoses and fire appliances shall be kept ready for immediate use and nothing shall be placed so as to interfere with or obstruct free use of them.

All exit doors shall be left unlocked and unobstructed and immediately available for exit during the whole of such time as the Rooms are in use.

The User accepts that he/she should familiarise himself/herself with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated.

All safety regulations must be adhered to, e.g. fire exits must not be blocked, and the User is responsible for ensuring that nothing provided in the interests of health, safety or welfare is interfered with in any way.

11. Smoking/ Use of E-cigarettes

In line with Trust and Amey policies, smoking and the use of e-cigarettes/vaping is not permitted at any time on the Beckfoot and Hazelbeck Campus. Failure to comply will result in the individual and/or club/group being asked to leave site.

12. Animals

No dogs or any other animals are allowed on Beckfoot & Hazelbeck campus. Failure to comply will result in the individual, the group or client being asked to leave site. It may also lead to the cancellation of your booking.

The only concession to this is those who are partially sighted and require a guide dog.

13. Provision for Children

Where schools facilities are let to community groups or organisations, which involve those under the age of 18, the group or organisation must ensure that relevant safeguarding checks are carried out for the organisations' employees and volunteers e.g. DBS/Disqualification by Association checks and relevant training provided. Groups and organisations will be required to confirm by signing the Terms and Conditions and Booking Form.

All clubs/hirers of school facilities which involve children must ensure that all coaches/staff and volunteers involved in the activities have an appropriate level of DBS check and have Child Protection and Safeguarding policies and procedures in place in regard to current national guidance e.g. Keeping Children Safe in Education. (Please provide a copy documents with booking form). Clubs/Hirers should have a designated safeguarding lead (DSL) sometimes known as a Safeguarding Lead or Welfare Officer, who has completed training on a regular basis.

You have been issued with the Department of Education After-school clubs, community activities, and tuition (Safeguarding Guidance for providers) document, which you have read and understood.

All clubs/hirers of school facilities must have a clear line of accountability for safeguarding, complaints, code of conduct and whistleblowing which runs throughout the organisation to the most senior level.

Any safeguarding concerns which happen whilst on our site must be reported to the relevant School Headteacher : Hazelbeck – Mrs L Little or Beckfoot – Mr S Wade. Or Cluster Business Manager Miss K Dwyer.

Failure to comply with these terms will result in the booking being cancelled.

14. Provision of First Aid and Fire

The Health and Safety (First-Aid) Regulations 1981 do not require employers to provide first aid for members of the public.

At events such as sessions and concerts, it is the **event organiser's responsibility** to ensure the availability of medical, ambulance and first-aid assistance as appropriate for all those involved.

Employers are responsible for the provision of appropriate first-aid equipment, facilities, and first-aid personnel in respect of their employees – this includes schools, as they are workplaces. Although the Regulations do not require employers to provide first aid for anyone else, HSE strongly encourages employers to consider non-employees when carrying out their first aid needs assessment and to make provision for them.

Hirer's should have appropriate first aid and accident procedures in place as outlined in the Minimum Operating Standards on the Booking Form. Hirers should have paediatric first aid training where children aged 5 and under are attending the provision (unless the organisation is exempt from registration with Ofsted).

Hirers should have appropriate fire safety and evacuation plans.

15. Furniture and Fittings

The Hirer shall not without first obtaining written consent: -

- bring into the school any furniture, curtains, fittings, temporary structures, scenery, or inflammable materials
- move any school furniture
- decorate or change the fabric of the rooms in any way whatsoever
- exhibit any advertisements inside or outside the School
- carry out or permit any works to any parts of the School to be carried out
- cause any nails, screws, or similar items to be driven into walls, floor, or ceiling of any of the Rooms or into any furniture fixture of fittings
- remove or alter any electrical wiring or fitting or fix or place any new electrical wiring or fitting
- use school equipment without approval and only after training by school staff and that any use of the User's equipment will only be carried out by competent personnel. Electrical equipment must carry a current PAT test label. The introduction of any equipment by the User must be authorised in advance in writing. Under no circumstances can electrical equipment be taken onto / used on the Poolside

16. Licences

It is the sole responsibility of the Hirer to ensure that all functions or activities are permissible and to obtain or ensure that all necessary licences have been obtained and any conditions observed. The Hirer must obtain the prior written consent of the Trust Board before making any applications for any licence(s).

It shall be the sole responsibility of the Hirer to pay any Royalties and other fees (including all payments to the Performing Rights Society Limited and Phonographic Performance Limited), becoming due as a result of the use of the Rooms by the Hirer.

17. Contracts/Licences

It is the sole responsibility of the Hirer to ensure that all functions or activities are permissible and to obtain or ensure that all necessary licences and contracts have been obtained and any conditions observed. The Hirer must obtain the prior written consent of the Trust Board before making any applications for any contract(s). Alcohol is not permitted on school premises.

It shall be the sole responsibility of the Hirer to pay any Royalties and other fees (including all payments to the Performing Rights Society Limited and Phonographic Performance Limited), becoming due as a result of the use of the Rooms by the Hirer.

Users must arrange for adequate supervision at each event.

The User is responsible for maintaining a record of persons attending the session, (including spectators).

In the event of an evacuation the user is responsible for ensuring all their party (including spectators) evacuate & meet at the assembly point in front of the reception.

18. Large Events

18.1 Large events can be organised but by invitation only. If the Hirer hosts an event and invites other clubs and/or individuals that would be acceptable as Beckfoot & Hazelbeck Campus would expect the notion of an invitation to give us a perspective on numbers of attendees and their interest.

The Hirer must meet with school and/or Community Team representatives 4 weeks prior to the event, during work hour (9am to 5pm)

18.2 **The hosting of events 'open to the general public' is however strictly forbidden.** The Trust Board recognise that it is impossible to be certain who and how many people will attend. It is therefore impossible to be certain we comply with necessary legislation and appropriate building security systems.

This principle also applies to community group fund raising events which cannot be devised if they rely on an 'open to the general public' principle.

18.3 **The hosting of events where fundraising involves profit for traders is also strictly forbidden.** The concern here relates to organisers taking a levy and the traders also taking a potential profit.

Fund raising ideas must be devised that provide return only for the event organiser.

18.4 **Technical Gallery**
The Technical Gallery can be offered for the large productions but only on the permission of the Lettings Team.

18.4.1 **Technical Equipment**
The Lighting desk can be available but will only be programmed with a basic lighting set up. Anything more than this will require the hirer to bring in their own lighting desk and lighting people. In regard to sound equipment, there is only the option of a small mixing desk which is adequate for playing music through and connection of two mics. Microphones and cables will not be supplied by the school.

The Hirer **MUST** bring their own equipment (cables, tools, projector, microphones etc.) and be self-sufficient.

The Hirer **MUST NOT** alter any of the Campus equipment e.g. the main hall projector, amp configuration etc

The Hirer **MUST** have someone on their team that is experienced/qualified in terms of Lighting and sound.

Use of pyrotechnics (smoke/haze/snow machines etc) is **not allowed**.

18.4.2 **Event Administration**
The Hirer **MUST** provide any and all of the below paperwork:

Procedures Required	Evidence of the following needs to be provided prior to the event
Proof of qualifications	Technical gallery, scaffold erection/usage, lighting and sound
Risk assessment	In line with agreed schedule provide an operational Risk Assessment
Methodology statement	How you intend to erect, dismantle, transport equipment/people etc.
Insurance	Proof of cover (public liability, indemnity etc.)
Extension leads	Extension leads/cables need to be PAT tested and PAT stickers need to be identifiable

18.4.3 **Event Operating Hours**
No one from the event can be allowed to start their preparations in the Main Hall until **after school hours on a Friday 4.30pm** (unless it is in the school holidays).

All large events that require significant set up **MUST** occur over the weekend or through the school holidays, not in term time during the week.

There needs to be a sympathetic approach to any event bookings taken any later than middle of November or December due to Beckfoot & Hazelbeck events which start to occur at this time of year.

The latest time an event can finish on a weekend is 9.30pm on a Saturday, and 6pm on a Sunday.

19. **Films, Exhibitions, and Plays**
The Hirer shall give details to the Trust Board of all films, plays, performances and exhibitions intended to be shown or performed in the Rooms at least seven days before the date on which the films or plays, performances or exhibitions are to be shown or performed. The Trust Board reserve the right without liability to prohibit the showing of any film, play, performance, or exhibitions if in their opinion it is unsuitable for exhibition in the Rooms.

20. Reproduction of Broadcasting, Photography etc

The Hirer shall not use or allow the Rooms to be used for any film, radio, or television production and shall not without the written consent of the Trust Board, by any means transmit or permit transmission of any entertainment, exhibition meeting, performance, event or happening of any kind in or from the School..

21. Catering

21.1 Hire of Deli Bar

The Hirer may request and ultimately book the Deli Bar outside of normal Deli Bar opening hours with a minimum of 14 days' notice. Beverages: only pre-packed (sealed) and pre-made food (buns etc.) may be served. Notices regarding the contents must be displayed for the purposes of allergy avoidance.

21.2 The preparation of any food on site is strictly forbidden.

Alcohol

In line with Beckfoot Trust Polices, the sale or consumption of alcohol is strictly forbidden at any events held on the Campus. **There are no concessions to this principle.**

22. Sale of Goods

The Hirer shall not without the previous written consent of the Trust Board sell or exchange or permit the sale or exchange in the School of any goods of any kind, save for materials, programmes, or brochures relating to the function for which the Rooms or facilities have been hired.

23. Damage

The Hirer shall be responsible for any damage done to the Rooms and access ways, and any furniture, equipment, fixtures and fittings and any property of the School during the time the Rooms or facilities are hired. If any damage does result or if any items owned by the School or the Trust Board are lost or subsequently found to be missing, the expense of making good, repairing or replacing the article shall by paid by the Hirer to the Trust Board on demand.

All facilities and equipment in use will be subject to a daily check, displayed on the relevant door, by the Community Team and the Hirer will sign the "signing in" book as they enter the building to denote that they are all in working order.

All lettings are advised to check the facilities and equipment before the commencement of their activity if they are concerned with any aspects and report it to the Community Team.

24. Property

The Campus will not be responsible for the safe custody or for loss or damage, however caused, to any property of the Hirer or of any other person on the School premises, arising directly or indirectly from the Hire of the Rooms or facilities.

The Hirer shall at the conclusion of each period of hire remove all property brought on the School premises by the Hirer or any other person on his behalf from the School premises unless the prior written consent of the Trust Board to store such property is obtained. Any such property that has not been removed after a reasonable time has elapsed after the Hirer has been advised to remove the property may be disposed of as the Trust Board think fit.

25. Equipment

The Hirer shall ensure that any equipment used in connection with such provision is safe, free from defects, and suitable for the purpose.

The Hirer shall ensure that all equipment mentioned in the Schedule is used correctly and the Hirer shall pay to the Trust Board the replacement cost of any equipment which is lost or made incapable of efficient use and the Hirer will indemnify the Trust Board in respect of all costs and claims arising out of the Hirers negligent or misuse of equipment.

26. Hydrotherapy Pool

The Hirer shall adhere to the Pool Safety Operating Procedures. Relevant training must have been undertaken by the Hirer and the Hirer is to be fully competent to hire the facilities concerned (evidence to be provided by the Hirer).

At all times there must be two designated trained lifeguards. All swimmers must be made aware of these two adults. Additional people/persons on poolside should be aware of emergency protocol to supervise safety of swimmers.

The Hirer shall not admit into the premises a greater number of people than that specified on the hire agreement, or otherwise agreed in writing with the Governing Body. The Governing Body reserve, at all times the right of entry to every part of the premises and a right to refuse admission or to remove from the premises any person at their discretion.

As identified in the Sport England Health and Safety Commission's **'Managing Health and Safety in Swimming Pools'** publication, The Hirer is responsible for providing suitably qualified lifeguard supervision in adequate numbers in respect of hire of the swimming pool. The Hirer will not permit any swimming to take place or persons to be present on poolside without such supervision. The Hirer is responsible for supervision of all persons in the swimming pool building including spectators.

Please note the maximum number of people permitted in the pool for each pool session is 30 persons. Please ensure footwear is removed in the changing area and left in racks provided. Please ensure that all swimmers shower before entering the pool. A copy of the Pool Normal Operating Procedures and Emergency Action Plan are attached. Please ensure your designated lifeguard(s) are familiar with their contents.

Please enclose a copy of the Lifeguard Certificate(s) for our records.

The HIRER agrees with the School to observe and perform the conditions contained or referred to in the School's "Standard Conditions of Hire" for the time being in force as annexed hereto (receipt and an understanding of which the Hirer acknowledges).
The School reserves the right before or during the Licence Period to relocate a booking to an alternative venue within the School, notwithstanding the signing of this form by the Hirer.

Spectators are not permitted into the premises in connection with the hiring of the premises unless appropriate arrangements as to accommodation and charges have been agreed in writing with the Governing Body. The Hirer shall not bring into the premises any furniture, fitting or equipment or inflammable materials except bona fide swimming safety aids.

27. Declaration of Risk

In the event of any claim being made by any person or persons in respect of

- Death personal injury damage
- Loss to any property arising from or in connection with the hiring
- Any breach of any legal requirement on School premises during the time the premises are hired to the Hirer
- For any purpose connected with any event for which the Rooms or facilities were hired by the Hirer.

The Hirer shall be solely responsible to the extent permitted by law, and shall indemnify the Trust Board in respect of all claims, except that the Hirer shall not be responsible for any damage or loss caused by the act neglect or default of the Trust Board.

28. Insurance

The Hirer shall take out to the satisfaction of the Trust Board appropriate insurance cover in respect of their own legal liabilities arising out of and in connection with this hiring and produce the said insurance to the Trust Board who should retain a copy. No hiring shall take place unless such insurance is satisfactory to the Trust Board.

It is a requirement that all organisations have an up-to-date Public Liability Insurance Certificate and an Employer's Liability Certificate if employing staff. Copies must be provided with this booking form.
Third party insurance cover to be taken out prior to the Period of Hiring to meet any claim action or liability including death and personal injury brought by an individual using the School or any part thereof under this agreement or any dependent of such a person. Such insurance may be limited to
£2,000,000 for loss or damage.

If a copy of the above certificate is not received at least 3 days prior to the Licence Period, the School reserves the right to cancel the booking (without Liability to the Hirer) if the insurance cover in operation is inadequate.

29. Right of Appeal

Please note if the Community Team make the decision to cancel your booking an appeal can be made to the Cluster Business Manager.

30. Amendment to Contract

Any changes to these Terms and Conditions will be sent in writing and will form the basis of a new Contact.

31. Payment:

Payment by invoice is in arrears. Invoices will be raised in the first week of the month following the lettings, therefore payment will be due i**mmediately** after by a BACS payment.
Where payment is not received, facilities will be withdrawn due to non-payment.
Payment on the night is available by prior agreement.
The Trust reserves the right to alter payment terms to reflect the payment history of the customer.

32. CCTV

The school premises have CCTV in operation. This is for the safety and security of the site.

On behalf of (Club name) _____

Signature _____

Printed Name: _____

Date:_ _____

(Please return this document signed to bbookings01@beckfoot.org or pass to Reception in an envelope clearly marked for the Lettings Team).