



# The Northumberland Church of England Academy Trust

## Terms and conditions of hire

**Hire of Academy Premises:** The Northumberland Church of England Academy Trust, Academy Road, Ashington, NE63 9FZ

Educational buildings and facilities are generally available when not required by the Academy for the purposes of education. Use of these premises is subject to various conditions, regulations and charges.

### 1. Interpretation

- a) **Hirer:** person or organisation making the application for a letting who will be personally responsible for payment of all fees or other sums due to respect of the letting.
- b) **Trust:** The Northumberland Church of England Academy

### 2. Hirer

- 2.1 Where the Hirer is an individual, the Hirer is considered to be the person signing the customer form. In signing this form, the Hirer not only acknowledges receipt of the Terms and Conditions of hiring the Trust premises but is also deemed to agree to ensure compliance of them.
- 2.2 The Hirer must be 18 years old or older and may be required to provide documentary evidence of this.
- 2.3 Where the Hirer is an organisation, a person responsible for the hire of the facilities must be provided to the Trust ("**Responsible Person**"). This person must be 18 years old or older and may be required to provide documentary evidence of this.
- 2.4 Any change in the Responsible Person before or throughout the duration of the Hire must be notified in writing to the Trust or its nominated agent.

### 3. Booking and Payment

- 3.1 Acceptance of the letting is conditional upon the agreement to accept all lettings conditions and to take all reasonable steps not to infringe the law.



- 3.2 The letting arrangements shall automatically be terminated by the breach of any of the conditions contained herein.
- 3.3 Payment of the full amount set in the application of the charge for the said use of the said facilities and services shall be made to NCEAT as follows:
  - 3.3.1 Ongoing bookings - must be paid in advance. Alternatively longer term arrangements shall be subject to an initial payment in advance with the balance being paid monthly.
  - 3.3.2 Holiday club bookings - must be paid in advance two weeks before the first day of the booking.
  - 3.3.3 One off bookings - must be paid in full no later than two weeks before the date of the hiring.
- 3.4 Payment must be made by BACS or by bank transfer. The Trust reserve the right to refuse any application or to refuse any application or to terminate the agreement at any time for non-payment.
- 3.5 The scale of fees for lettings shall be determined by the Trust, taking into account the cost of providing the letting, including energy costs, the cost of the equipment being used and the purpose for which the facility has been let. The Trust reserve the right to increase the charges for use of facilities at any time prior to the hiring (including after signing the customer form) after giving one month's notice of its intention to do so. Once the Trust has given notice of a proposed increase the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of increase.
- 3.6 In cases where the incorrect charge has been quoted, the Trust reserves the right to charge the correct rate, although the Hirer may consider the letting cancelled.
- 3.7 In the event of the said facilities and services not being used by the Hirer on the days specified, the cancellation policy is as follows:
  - 3.7.1 If hirers wish to cancel at least 7 days prior to the event, a full refund will be given.
  - 3.7.2 Between 1 and 6 working days, 50% of the total cost will need to be paid by the customer.
  - 3.7.3 1 working day or less, the customer should pay the full price of the letting.
- 3.8 If the Trust finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Trust will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

#### **4. Conditions of Use**

- 4.1 The Hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting. Additional responsible adults (stewards) may be required dependent on the nature of the letting.
- 4.2 The maximum number of persons to be admitted to the specific facility will be in accordance with the premises capacity.



- 4.3 The Trust permits the Hirer to access and use of the facility on the times agreed when making the booking.
- 4.4 The Trust does not warrant that the facility is fit for the purpose of the hire.
- 4.5 The Trust retains the right to access the premises at all times during the hire period and the Hirer must comply with any reasonable instructions given by the Trust staff.
- 4.6 The Hirer is responsible for ensuring good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period use. The Trust reserves the right:
- 4.6.1 To have a representative present at any function/hiring.
  - 4.6.2 To have free access at all times to inspect the proceedings at any time.
  - 4.6.3 To put a stop of any entertainment or meeting that is considered not to be properly conducted or liable to cause offence.
- 4.7 The facility within the Trust hire remains in the Academy's' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- 4.8 The Hirer is responsible for the proper use of facilities (specialist equipment is not generally available, i.e. interactive whiteboards, IT equipment, PA System, cooker, etc. unless pre-arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.
- 4.9 Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of equipment.
- 4.10 In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the Trust in a clean, tidy and satisfactory condition. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- 4.11 The Hirer must only use the area of the building they have hired and must observe any instructions given by the Trust concerning the area available. The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the Trust.
- 4.12 Hirers are asked to comply with the request that there is 'No Smoking'. If this condition of use is broken, the Trust can terminate the letting immediately.
- 4.13 The Hirer shall not use the facility for any other purpose than that mentioned in the application and shall vacate the facility by the end of the time stated when booking.
- 4.14 Publicity materials may only be displayed by the Trust staff. The Trust reserves the right to remove and dispose of any other publicity materials without notice.



4.15 The Hirer shall ensure that the Facilities are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

4.16 The Hirer is required to leave the Facilities (including passageways, stairs and exits) and the school areas used in a clean and orderly state, free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was found.

4.17 The Hirer shall take all precautions to prevent any damage to the Facilities.

4.18 The Hirer shall repay to the Trust any additional costs, whether for staff or premises, resulting from the misuse and/or damage to the Facilities and/or grounds. Such costs will be determined by the Governing Body or their nominated agent and shall be paid within seven days of a written demand.

4.19 Any damage shall be reported immediately to the caretaker or the nominated Trust lettings agent.

## **5. Restrictions of use**

5.1 The Hirer will liaise with the Trust's care taker staff to ensure the Facilities and school premises remains secure before, during and after use.

5.2 Hirers will be given an emergency contact number for the Trust's site manager in case of any security breach or emergency.

5.3 The Trust's care taker staff will return to the school grounds before the last Hirer leaves, to ensure the school grounds and Facilities are clean and secure ready for the next day.

5.4 The Trust uses a 'three strike rule' when handling complaints lodged against Hirers:

5.4.1 Strike one – Hirers will receive a verbal warning about their conduct on the Facilities or school grounds and be warned that repeated offences will result in their booking privileges being suspended.

5.4.2 Strike two – Hirers will receive a second verbal warning and a letter explaining that the Trust takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the Trust is issued may be passed on to the Hirer if there is sufficient evidence to do so.

5.4.3 Strike three – the Hirer will be barred from booking the Trust premises for any activity for a period of two months. The Trust also expects the Hirer to issue an apology to the Trust and complainant in writing.

5.5 The school car park is available to Hirers during their time on the Facilities; however, the Trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

5.6 Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the Trust's letting agent will use reasonable endeavours to find suitable spaces on the school grounds for additional parking.



- 5.7 The Hirer shall not use the Premises for any illegal purposes or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any owner or occupier of neighboring property.
- 5.8 The Hirer shall not make any alterations or additions to the Premises, shall not affix any items to the Premises and no interference is to be made with Schools property/equipment or other parts of the building which do not form part of this hire agreement.
- 5.9 If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the premises at the end of the hire period.
- 5.10 Any storage space must be agreed with the Trust before using.
- 5.11 The use of school equipment must be agreed in advance of the letting.
- 5.12 Alcoholic Drinks - Express approval by the Trust is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a license. It is the responsibility of the Hirer to obtain the license and a copy must be provided for the Trust. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a license for the function for which approval has been given. Unconsumed liquor, bottles, bottle cases, glasses and similar must be removed from the premises immediately after the function has ended.
- 5.13 Illegal drugs are not to be brought onto or consumed on the Premises.
- 5.14 No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas (gas fueled BBQs may be used in the school grounds, subject to the express approval of the Trust).
- 5.15 No betting, gaming or gambling is allowed on the Premises.
- 5.16 Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises.
- 5.17 For security reasons, the Hirer does not have access to the school telephone. Hirers should acquire a mobile phone for use in an emergency.
- 5.18 No changes to fixture or fittings should be made to the property.
- 5.19 Appropriate footwear must be worn in the premises, particularly in the School Hall/Gyms where no footwear must be worn that might risk damage or mark the floor.
- 5.20 The Hirer shall ensure that no persons using the Facilities are permitted to wear shoes with stiletto heels or other footwear which may, in the opinion of the Trust, be damaging to the floors or external sports areas.
- 5.21 No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the Facilities nor any adhesive fasteners used.
- 5.22 Lavatories must be left in a reasonable condition, unblocked and flushed.
- 5.23 All passageways, stairs and exits must be kept free from obstruction.



- 5.24 No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with without the prior approval of the Governing Body. Standing on seats, furniture, windowsills, etc. is not permitted.
- 5.25 No alterations, additions or variation to the school lighting or other electrical installation, heating, fittings or fixtures shall be made to Facilities.
- 5.26 Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the Facilities.
- 5.27 No gas filled balloons, confetti or streamers are permitted either inside the Facilities or in the school grounds.
- 5.28 If stage lighting and spotlights are available and required it must be clearly requested by email to the Trust's lettings agent. Any operation of the spotlights and dimmers must be carried out by a competent person approved by the Trust.
- 5.29 Chalk, resin or cleaning and polishing materials may not be used on floors.
- 5.30 No notice, poster, placard or similar shall be permitted without the express approval of the Governing Body or their nominated agent.

## **6. Equipment**

- 6.1 Hirers will identify any equipment they require from the Trust and detail this in an email; Hirers must seek permission from the Trust to use any additional equipment once the email has been submitted.
- 6.2 Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Trust's letting agent or head teacher. In the event permission has been granted, the Trust's letting agent will oversee the move.
- 6.3 If a furniture move has been agreed, the Hirer and Trust's letting agent will negotiate restoring the Facilities back to its original state.
- 6.4 Any damage to equipment, furniture, Facilities or the school premises will result in the Hirer being charged the cost of any repairs or replacements.
- 6.5 Any seating provided is limited to the number of chairs at the Facilities.
- 6.6 Hirers are allowed to bring their own equipment on to the Facilities; however, they will be required to acknowledge this in an email.
- 6.7 The Trust cannot be considered responsible if any of the Hirer's equipment is damaged, stolen or lost whilst being used on the Facilities.
- 6.8 Hirers will report any stolen or missing equipment to the Trust's letting agent immediately.
- 6.9 Food and drink may be prepared on the Facilities; however, Hirers must seek prior direct permission from the Trust.



- 6.10 The Hirer will prepare any food and drink in line with current food and hygiene regulations.
- 6.11 Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music license or license to sell alcohol.
- 6.12 Hirers will not bring animals onto the Facilities or school grounds without prior permission from the Trust's letting agent.

## **7. Insurance & Indemnity**

- 7.1 The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff or helpers.
- 7.2 It is the responsibility of the Hirer to effect adequate public liability insurance and is required to provide a copy to the Trust.
- 7.3 The Trust may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) and would find it difficult to obtain.
- 7.4 The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions that there is no damage to the fabric of the building, furniture and fittings of any school equipment.
- 7.5 The Hirer shall indemnify the Trust when signing the customer form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the Trust or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- 7.6 The effect of this is that the Hirer will be liable to indemnify the Trust for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

## **8. Condition of Facilities**

The Trust and Governing Body gives no guarantee as to the fitness, suitability or condition of the Facilities or school grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the Hirer to check that the Facilities are suitable for their needs.



## **9. Loss**

- 9.1 The Trust does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any carpark provided or injury to any persons however caused.
- 9.2 The Trust shall not be liable for any loss of damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the Trust of access to or use of the Premises.

## **10. Assignment**

This agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises

## **11. Health and safety**

- 11.1 The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation
- 11.2 There is no legal requirement for the Trust to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit.
- 11.3 All Hirers will be required to make suitable arrangements for First Aid.
- 11.4 The Hirer will be shown the Trust's fire exits and evacuation points by the site manager prior to the first hire date familiarise themselves with the Fire Evacuation procedures.
- 11.5 The Hirer should, as far as possible, have any accurate list of those present.
- 11.6 Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment) Lower voltage equipment must also be safe and in good condition.
- 11.7 The Trust's letting agent, or delegated caretaker will undertake relevant risk assessments before activities are carried out on the Facilities to ensure the safety of the Hirer and any additional visitors.
- 11.8 The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the Trust.
- 11.9 The person responsible for the security of the Facilities before, during and after the hire will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and firefighting equipment, assembly points and roll call of personnel, location of telephone



and how to summon the Fire Brigade and emergency services. A written copy of Trust's fire evacuation procedures will be issued to Hirers. Any specific health and safety guidance given to the Hirer by the school or another qualified individual must be adhered to at all time.

11.10 Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills.

11.11 In the event of an incident, fire or near miss:

11.11.1 School Incident Report Forms will be made available to the Hirer, who in turn must ensure one is completed correctly and that an investigation is undertaken.

11.11.2 A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities.

11.12 In the event of a fire:

11.12.1 The Hirer will call the Fire Service (if school staff are not present and supporting the activity).

11.12.2 All users will evacuate the building via the nearest fire exit and muster at the designated point.

11.12.3 Users must not enter the building until the 'all clear' has been given. The Fire Service will give this. Fire must be reported using the School Incident Report Form.

11.13 Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

11.14 The Hirer will immediately inform the Trust of any emergency, accident, injuries or serious incident that occurs during the Hire Period by telephoning the Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

11.15 No combustible materials are to be used within the school, except with the express approval of the Local Governing Body.

11.16 The Hirer shall be deemed to be the nominated responsible person to be in charge of and upon the premises at all times during the period of the letting. The nominated responsible person must comply with the following conditions if appropriate to the letting, e.g. performances, functions:

Up to 100 persons – 2 stewards, one extra steward for each additional 50 persons part thereof such stewards shall be made fully aware of the positions and exits, operation of emergency lighting and fire lighting equipment and be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to members of public in the event of such emergency.



## **12. Termination of this agreement**

12.1 The Trust reserve the right to terminate any letting (even after signing the customer form) at any time prior to hiring where it is considered that the use of the premises is likely to occasion a very real risk of disorder or damage or injury to persons or property. In the event of the hiring being cancelled, there shall be refunded to the applicant any payment made in respect of the hiring and such refund shall be accepted by the Hirer in full satisfaction of any loss or damage caused by the cancellation and the Trust shall have no further liability in that respect.

12.2 The Trust reserve the right to terminate or cancel any letting without notice where complaints are received as to the use of the premises by the Hirer.

12.3 A proportionate part of any payment made by the applicant representing the payment for the unexpired period of the letting shall be refunded to the applicant in full satisfaction of any loss or damage caused by the cancellation and the Trust shall have no further liability in that respect.

12.4 Any person or organisation who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use the school premises in future.

12.5 The Governing Body/Trust, or their representative, reserves the right to enter/inspect the Facilities at any time during a letting on producing evidence of their identity. The stewards (if applicable) are to be instructed accordingly by the Hirer.

12.6 Hirers must give the Trust at least 1 weeks' notice if they wish to cancel their booking.

12.7 If the Trust receives inadequate notice of cancellation, the Trust may keep the Hirer's deposit to amount for any loss of earnings.

12.8 Trust staff, on behalf of the Trust, reserve the right to refuse access to the Facilities hired if the whole fees have not been paid.

12.9 In the event any fees are outstanding after the Hirer has used the Facilities, they will be barred from using any facilities controlled by the Trust until they have paid the full amount.

12.10 The Trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

12.11 Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the Hirer's care, the Trust reserves the right to charge for repairing or replacing the equipment.

## **13. Safeguarding**

13.1 The Trust is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third party provider, (i.e. the Hirer) not the Trust. Hirers providing services to children must have policies, procedures and DBS in place to ensure children's safety and these must be supplied to the Trust on request.



13.2 The Trust's letting agent will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

13.3 All Hirers will read and comply with the Trust's Child Protection and Safeguarding Policy.

13.4 Where an individual group is found to be promoting views in contravention of the academies Prevent duty, the person of group is guilty of an offence, under the Education Act 1996, the Trust will contact the police/school security who will remove the person or group from school premises.