

Sandringham Lettings Terms and Conditions



1. Care of Premises

1.1. The Hirer shall indemnify the School and the Alban Academies Trust from and against any costs, claims, expenses or damage incurred or suffered by the School or Alban Academies Trust arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the School.

1.2. The Hirer is required, in addition to take out Public Liability Insurance, which should provide for:

- £5m Indemnity
- Third Party/Public Liability
- Loss of or damage to the School premises or its contents

The Hirer is required to let the School have a copy of the cover note in advance of the hiring.

1.3. Reasonable care shall be taken to protect any surface or equipment which is likely to suffer damage as a result of the hire. An investigation will take place in regards to any facility or equipment damage. Costs may be incurred by the Hirer upon investigation.

1.4. The Hirer will also be charged for any loss of income as a result of any facility or equipment damage. This will be invoiced after the investigation has taken place and must be paid no more than one month from the date the invoice is issued.

1.5. The hirer must have an appropriate risk assessment in place for the designated session to outline any risks associated with the sport or activity.

1.6. The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure the maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and their organisation being refused future bookings.

1.7. If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for the extra time. This charge will be relative to the normal hire fees for the facilities used.

2. Private Property

2.1. No responsibility can be accepted by the Governors or the Alban Academies Trust for loss of, or damage to, any property which may be brought onto the premises as a result of the hiring.

2.2. Any electrical equipment brought on site must have been PAT tested. Any electrical apparatus must be connected via circuit breakers to current British Standards Institute specifications and must be in sound condition in compliance with PAT testing.

3. Payment

3.1. All invoices are to be settled within 1 calendar month of being issued.

3.2. A late payment fee of £15 per invoice will be charged for debts outstanding more than 30 days after the final payment date.

- 3.3. After 45 days of non-payment a fee of £75 per invoice will be charged to your organisation.
- 3.4. After 45 days of non-payment a fee of £75 per invoice will be charged to your organisation.
- 3.5. If there is still no payment after 60 days the debt will be passed to our legal representatives.
- 3.6. The Lettings Manager together with the Business Manager reserve the right to refuse any application or terminate the agreement at any time for non-payment.
- 3.7. Please note, hirers are exempt from VAT on lettings in respect of sports facilities under the following conditions:
 1. If you are a school, club, association, or an organisation representing affiliated clubs or constituent associations such as a local league.
 2. The series consists of 10 or more bookings.
 3. Each session is for the same sport or activity.
 4. Each session is in the same place although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
 5. The interval between each session is at least 1 day but no more than 14 days. The duration of sessions may be varied, however there is no exception for intervals greater than 14 days through closure of the facility for any reason.
 6. The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised.
 7. The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
 8. The person to whom the facilities are let has exclusive use of them during the sessions.

4. Services and Use of the Premises

- 4.1. The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights, switches, or other services of the School.
- 4.2. No nails screws, adhesive or adhesive tape shall be affixed to the floor, walls, ceilings or any part of the building nor shall any platform or other erection, or any decoration be put up.
- 4.3. The Hirer shall confine their activities to the premises and equipment hired, and is not to use any other part of the School except insofar as is necessary for access purposes.
- 4.4. Users of the premises must remember that the School is primarily intended for education and the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 4.5. Smoking is not permitted anywhere on the site.

- 4.6. **Fire evacuation** - The Hirer shall before the activity begins ensure that all attending are aware of the fire evacuation procedure. On hearing the alarm (a continuous ringing bell) everyone must leave the building to the agreed assembly point.
- 4.7. The staff on shift will then check the alarm area and either call 999 or silence the alarm. No one is to re-enter the building without the permission of the Duty Caretaker. On arrival the Hirer shall familiarise themselves with the location of fire exits in the areas hired and the position of firefighting equipment/alarm call points.
- 4.8. No application will be granted for any purpose which may jeopardize the insurance of the school.
- 4.9. All Booking requests are to be reviewed by the Lettings Manager. School events/bookings will be scheduled in before all community bookings. In the event of a potential clash, the school booking will take priority and all applicants will be informed after submitting their Booking.

5. Services and Use of the Premises

- 5.1. If the Lettings Manager is required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Lettings Manager.
- 5.2. The Headteacher reserves the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 5.3. The letting shall automatically be terminated by any breach of the conditions contained herein.
- 5.4. The Headteacher also reserves the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- 5.5. In the event of any cancellation or termination of a hire by the School for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and Alban Academies Trust shall have no further liability in that respect.
- 5.6. If a club/group/organisation wishes to terminate their block booking slot, one months' written notice must be given to the Lettings Manager or as per your individual contract.
- 5.7. Bookings can continue within this one-month period if they have been previously booked and invoiced. If they are not booked for the full months' notice period, regular hire fees will still be charged for any weeks up until the one-month notification period has elapsed.

5.8. The hirer will not sublet the facilities or any part thereof and should he do so or attempt to do so the school shall be entitled to cancel the hiring.

5.9. No animal shall be allowed to enter the facility other than a guide dog accompanying a visually-impaired person.

6. Changes in Charges

6.1. The Headteacher reserves the right to change the charges for use of the accommodation at any time prior to the hiring, including after acceptance of the application form, after giving one month's notice in writing of their intention to do so. Once the Lettings Manager has given notice of the proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

6.2. The Headteacher reserves the right to review the charges annually.

7. Failure to use Accommodation

7.1. If the Hirer wishes to cancel one booking within a block booking the Hirer is required to give one week's notice in writing.

7.2. If the Hirer is holding a one-off booking, the Hirer is required to give 72 hours' notice for any cancellations in writing.

7.3. In the event of accommodation and/or services not being used by the Hirer, or not used in full as booked, full charges will apply as invoiced.

8. Use and Times

8.1. The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the Booking Application Form, and shall neither enter the premises before, nor leave them after, the times stated on the Booking Application Form.

9. Hire of Sports and School Facilities

9.1. Hiring the Sports Hall, Gymnasium, Classrooms, School Fields, School Halls, Dance/Drama Studio's, 4G Pitch, Swimming Pool or other parts of the premises for sporting or other physical activities entails the Hirer accepting the obligations of securing safe conditions and proper supervision by appropriately qualified persons.

9.2. It is the responsibility of the hirer to ensure that at least one adult has appropriate first aid training and access to necessary first aid kit relevant to the session.

9.3. The Hirer must ensure that any hired facilities are left in a clean and presentable state. Failure to do this may result in an extra charge for this additional time spent in cleaning.

9.4. The Hirer must ensure the following is complied with when hiring any sports or school facilities:

- Footwear should be cleaned externally
- Appropriate footwear is worn in all facilities
- Appropriate protective clothing is worn for your sport/activity to reduce the potential for injuries and/or incidents

- All trainers must be clean and non-marking (for use of the Sports Hall and Dance/Drama Studios)
- No food/drinks (other than water) should be taken into, and consumed, within the facilities (unless arranged prior to the booking with the Lettings Manager)
- Aggressive behaviour and/or language in any circumstance is not tolerated. Display of this behaviour may result in termination of booking for your organisation

9.5. The hirer will supply all details of the intended usage to which the pool will be put and will put in place such arrangements as are necessary to comply with pool rules and the NOP & EAP.

- The user must provide a written assessment of the risks arising from their use of the pool. Proof of the currency of qualifications held by those teaching or lifeguarding sessions will be required by providing sight of original certification
- The hirer shall be responsible for the efficient supervision of the pool, the effective control of children, the safe admission and departure of persons to and from the facility and the orderly and safe clearance of the facility in case of an emergency.
- The hirer shall be responsible for the safety of people using the facility and for the preservation of good order and decency therein.
- The hirer shall be responsible for ensuring that all exit routes / doors are kept clear and are unobstructed and immediately available during the whole of the time the pool and changing rooms are in use.
- The hirer will be responsible for adhering to HSG 179 Managing H&S in swimming pools and meeting the legal requirements of the Health & Safety at Work Act etc. 1974 in all respects and, should the school specify any additional requirements the hirer shall agree to meet such requirements.

10. Residents

10.1. Please inform all of your users to be aware that the school is located within a residential area.

10.2. We appreciate your co-operation in regards to noise, parking and general conduct when coming to or from the site, as well as during your session(s).

10.3. Please only park in allocated, marked spaces in both the school and Sports Centre car parks.

10.4. Please refrain from parking in any residential areas.

10.5. Please leave the site in a prompt manner at the end of your booking, taking into consideration the residential surroundings.

11. Safeguarding

11.1. The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

- 11.2. It is the responsibility of the hirer to ensure that safeguarding measures are in place while hiring out the space.
- 11.3. If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours or when pupils may be present during after school detentions or extra-curricular activities, we will ask for confirmation that the hirers have had the appropriate level of DBS check.
- 11.4. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. Failure to comply with this will lead to a termination of the hiring agreement.
- 11.5. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Lettings Manager.

12. Hirer

- The Hirer is required to hold Public Liability Insurance for all sessions. The Lettings Manager should be given a copy of this prior to the start date of the booking.
- I have received and read the Terms and Conditions, which I accept on behalf of the organisation named above.
- I agree to pay the full amount of the invoice before the final booking date on the invoice.
- I am aware of the cancellation policy.
- I can confirm all staff or affiliated person(s) with this booking hold a current, valid DBS check.
- I have provided a copy of my organisations child protection policy if applicable (if under 18s attend your sessions)
- I have provided a copy of my organisations child protection policy if applicable (if under 18s attend your sessions)
- I confirm that at least one adult has appropriate first aid training and access to necessary first aid kit relevant to the session.
- I confirm I am over 18.

Signed (organiser).....
 Name.....
 Address.....

 Contact Number
 Email.....
 Date.....