



Terms and Conditions for the Hire of East Midlands Academy Trust Premises

Version Control

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Terms and Conditions for the Hire of East Midlands Academy Trust Premises

1. Introduction

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

2. Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. East Midlands Academy Trust reserves the right to refuse or revoke any bookings. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between East Midlands Academy Trust and the Hirer.

If a particular letting involves contact with the East Midlands Academy Trust’s pupils or other young or vulnerable people then:

- Any organisation submitting a lettings request involving working with children, young or vulnerable people must submit to EMAT, evidence that appropriate policies and procedures are in place with regard to safeguarding and child protection and provide evidence to the EMAT of criminal record checks relating to all staff and others working closely with children or vulnerable people.
- EMAT will require Disclosure & Barring Service (DBS) relating to staff and other adults using academy premises at a time when academy pupils or other young people may be on site;
- EMAT will agree to obtain the Children’s Barred List check (formerly List 99)/DBS clearances on behalf of a Hirer (DBS checks would require a minimum of a one half term advance notice);
- EMAT will require evidence of appropriate qualification for Hirers using facilities for specific activities.

3. Priority of Use

The Headteacher / Executive Head or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to academy function therefore, the academy reserves the right to cancel a booking at short notice i.e. less than 1 week. We will in the first instance offer an alternative date for the booking. This will only be in exceptional circumstances e.g. forced academy closure, adverse weather conditions.

4. Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

5. Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

6. Public Safety

The Hirer shall adhere to the Academy’s Health and Safety Policy. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable- the Hirer must adhere to the correct adult/child ratios at all times.

The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

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In the event of an emergency, all occupants must leave the academy by the nearest exit and assemble at the venue area as advised to them by the Hirer, as detailed in the terms and conditions. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points.

It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

7. Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects, at their own risk.

8. Damage, Loss or Injury

The Hirer warrants to EMAT that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. EMAT will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Academies will inform the Hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

The hirer is responsible for the cost of repair or replacement of any property belonging to EMAT that has been damaged or destroyed during or in connection with the occupation of the academy premises.

9. Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

10. Academy Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher / Executive Head (or other person with delegated responsibility). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return.

The Hirer is liable for any damage, loss or theft of EMAT equipment they are using, and for the equipment's safe and appropriate use. Use of the academy's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the Academy's office is available during the time of the letting and it is a requirement that the Hirer has access to a mobile phone to cover the event of an emergency.

11. Hirer's Equipment

The Hirer should state on the hire agreement any equipment they intend to bring into the academy. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto EMAT's sites must have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer under a year old. All equipment should be in sound condition. The intention to use any electrical equipment must also be notified on the application.

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Any of the Hirer's own equipment should be brought into/removed from school within the time booked. EMAT will not accept liability for any accident caused by defective equipment brought on to the academy premises by the hirer.

12. Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the academy car parking facilities. East Midlands Academy Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

13. Toilet Facilities

Access to the academy's toilet facilities is included as part of the hire arrangements.

14. First Aid Facilities

There is no legal requirement for the academy to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is a requirement that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

15. Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of EMAT, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

16. Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

17. Smoking

The whole EMAT estate is a non-smoking area, and smoking is not permitted within any of its buildings or grounds at any time.

18. Suitable Footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re- entering the premises.

19. Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify EMAT against all sums of money which EMAT may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

20. Sub-letting

The Hirer shall not sub-let the premises to another person.

21. Charges

Hire charges are reviewed annually and current charges are set out in the **Hire Agreement**.

22. Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by EMAT on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the Hirer's responsibility to

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notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

23.Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with EMAT's current scale of charges. Payment must be received by the academy prior to the date of the letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with EMAT's current scale of charges.

24.Right of Access

EMAT reserves the right of access to the premises during any letting. The Headteacher / Executive Head (or delegated officer) EMAT staff or appropriate delegated committee, may attend to monitor activities from time to time.

25.Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation as it was found, in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

26.Vacation of Premises

The Hirer shall ensure that the premises 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.

27.Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the academy must be sanctioned by the Headteacher / Executive Head (or delegated officer) at least one week prior to proposed distribution by the Hirer.