

## **STAFFORDSHIRE UNIVERSITY ACADEMIES TRUST – GENERAL CONDITIONS OF USE FOR HIRE OF FACILITIES**

Academy premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose. The following conditions therefore apply to all hirers and in signing our Lettings Conditions of Use you agree to abide by these conditions.

### **Contents**

1. Applications
2. Hirer
3. Fees and charges
4. Duration of the Letting
5. Cancelling of hiring by Governing Body
6. Cancellation or Postponement by Hirer
7. Hired Area
8. Variation of Conditions
9. Care of School Premises
10. Intoxicating liquor
11. Smoking
12. Public Entertainment and other Licences
13. Copyright and Performing Rights
14. Gaming
15. Use of Equipment
16. Insurance

17. [Health and Safety](#)

18. [Parking of Vehicles](#)

19. [Use of Playing Fields](#)

20. [Miscellaneous](#)

## 1. Applications

All correspondence and applications for the hire must be made directly to the academy. All applications are subject to approval by the Governing Body of the academy, but subject to any direction given to them by the LEA.

## 2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such persons shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement. An agreement will be deemed accepted upon the hirer signing an agreement or commencing use of the premises.

The Hire Agreement is not transferrable, and in the event that the hirer should sell/transfer/franchise their business name to another party, the agreement with **ACADEMY** becomes null and void, and access to the premises will be withheld. In this instance the new owner would need to request a Hire Agreement in their own right and may be subject to a waiting list.

The hirer should ensure proper supervision of all users and not allow any activities which could endanger the safety of such users.

## 3. Fees and charges

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

All fees will be specified on the agreement in accordance with the SUAT Charges and Remissions Policy and are not negotiable. Upon acceptance of the agreement (email confirmation will be included for this purpose) the hirer becomes liable for the charges there in.

**Lettings will be invoiced one month in advance; payment not received within 28 days of invoice date may result in letting being cancelled.**

**One –off lettings will be invoiced in advance and are due before commencement of letting.**

Further charges in addition to those on the agreement may be applicable in the event of damage or additional costs incurred by the academy over those agreed.

## 4. Duration of the Letting

The academy/Governors shall determine in advance the duration of a letting and this is indicated on the Application for Lettings. All lettings are agreed with the hirer's awareness that the premises are predominantly for academy use and as such pupils and staff will take precedence, although every effort will be made to ensure that pupils have left before the hire period starts; upon occasion that this is not possible the hirer is responsible for ensuring that pupils and their belongings are respected at all times.

The academy reserves the right to cancel a letting on occasions when academy events need to take precedence, for example Open Evenings.

## 5. Cancellation or postponement of hire by academy/Governing Body

The academy/Governing Body reserves the right to refuse any application without stating reasons for so doing and also to terminate this agreement at a month's notice in any circumstances.

The right is reserved to cancel any hiring, without notice, where the academy/Governing Body considers it necessary for any cause outside their control. If cancellation is necessary for academy events or repair we will endeavour to give as much notice as possible. The academy/Governing body shall not be liable for any loss of business/revenue as a result of any such action.

The Hire Agreement may be terminated in full with immediate effect in the instance of non-compliance with relevant laws, including in particular those regarding the safeguarding of children and vulnerable adults or any other significant breach of this agreement.

## 6. Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings and reasonable notice for this purpose is required (i.e. two weeks) at the discretion of the academy. Refunds or fees payable are at the discretion of the academy/Governing Body.

## 7. Hired Area

In all cases, access is strictly limited to the hired area and any toilet facilities, entrances, exits and corridors as directed by the academy/Governing Body. With pool lettings, only the hirer, their staff and pupils are to be allowed onto poolside. In all cases, the hirer must ensure that no clients enter the premises without the hirer or their staff being present to supervise, and not before their allotted arrival time. If additional time is required to set up and take down equipment this must be specified prior to the hire commencing.

The LEA and academy/Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

## 8. Variation of Conditions

The academy reserves the right to amend these conditions without prior notice.

## 9. Care of Academy Premises

The hirer is responsible for everyone who is on the academy's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the academy's premises which are under the hirers control at the stated times. **Areas not hired must not be accessed.** The hirer is responsible for ensuring that they comply with all the terms of the Hire Agreement.

No notices or placards shall be affixed to, leaned upon or be suspended from any part of the academy premises. No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

The hirer shall not use any tools, apparatus or equipment belonging to the academy without prior agreement or consent. Storage of hirer's equipment may be permitted upon purchase of a plastic storage crate as per academy specification. The relevant authorised member of staff will advise where placement of the crate will be, which the hirer must keep locked when not in use. No equipment may be stored at the premises other than described above. Equipment belonging to the hirer must be removed from the premises at the end of the hire unless storage arrangements have been approved by the academy prior to the commencement of the hire.

All indoor and outdoor areas included in the hire must be left litter free. The use of talcum powder in the changing rooms is prohibited. Any costs incurred outside of the normal cleaning regime may be passed on to the hirer.

Any damage to the academy premises and/or property will be charged to the hirer.

## **10. Intoxicating liquor**

Intoxicating liquor shall not be brought into nor consumed on academy premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

## **11. Smoking**

There shall be **no smoking** anywhere on the academy premises on the grounds of fire security and the potential for damage to floors and furniture.

## **12. Public Entertainment and other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with;
- Any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.

## **13. Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the academy premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations. The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on academy premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the academy **one month** before the letting.

## **14. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

## **15. Use of the Academy's Equipment**

The hire area does not include the use of any equipment except where specifically agreed in advance of the commencement of hire and subject to any fees deemed appropriate by the Governing Body. Academy furniture (other than chairs for use in halls) shall not be moved except by prior arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the academy property whilst the academy premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the appropriate member of academy staff. The academy/Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the academy.

## **16. Insurance**

The hirer will be required to indemnify the academy against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. **Hirers are required to provide a copy of their public liability insurance.**

By signing the agreement you confirm that you have arranged Public Liability Insurance in the name of the individual / organisation hiring the academy premises for a limit of indemnity of at least £2,000,000. You must provide a copy of the certificate to allow the letting to take place.

**For non-business/community lettings using the academy Third Party Hire Insurance, a £100 deposit must be secured at least one week prior to the letting commencing. A charge of 10% of the overall letting fee plus 10% IPT will be applicable, payable upon each invoice raised by the academy.**

## **17. Health and Safety**

**Hirers are responsible for familiarising themselves with the relevant academy premises risk assessments, copies of which will be made available to them prior to hire and must be signed. In addition, the hirer must add any risks relating to the specific purpose of hire or equipment they are bringing in to be used. The mitigating actions must be shared with the all relevant staff/helpers who will be present during the period of hire. Any electrical equipment brought onto site must have a current PAT (Portable Appliance Test).**

A written register of attendance must be maintained by the hirer on every occasion of hire for fire and emergency evacuation purposes, and produced upon request. It is your responsibility to contact the emergency services if required; therefore you must have a mobile telephone on site at all times as the facility you have hired may not have access to a landline.

Alarms will sound in the event of a fire. Emergency lighting will activate and you should follow the fire exit routes and assemble on the tennis courts where the register must be completed to give to any emergency services who attend.

Equipment belonging to the Hirer must be demonstrably safe, maintained, suitable for use for the activity and suitable for the use in the premises. Recorded checks must be made and risk assessments available for use of the equipment. The equipment must be used in accordance with manufacturer guidance.

The academy premises may contain asbestos in the area of the building/premise being hired. It is imperative that all possible disturbances of asbestos are reported to the academy immediately and the area in which the possible disturbance has occurred are evacuated.

**It is the responsibility of the Hirer to provide their own first aid kits to the premises, containing the relevant first aid and medical materials.**

**Any accidents must be reported to the appropriate member of academy staff within 24 hours. Email: STAFF NAME. Defects must be reported to the appropriate member of academy staff immediately that they are apparent.** Any damage to the academy premises and/or property, incurred during the letting, will be charged to the hirer.

**For all lettings hosting events for children under the age of 18, it is mandatory for all staff to hold valid enhanced DBS clearances. DBS documentation must be available for academy inspection upon request. It is reasonable for the academy to refuse a letting provided for children if the provider of the letting is not deemed to hold sufficient DBS clearance documentation.**

**All lettings must support the academy PREVENT strategy with regards to extremism and extremist views. For any concerns, please contact the designated safeguarding lead, (see the individual academy Safeguarding Policy for named Safeguarding lead) within 24 hours. For more information please visit [www.suatrust.co.uk](http://www.suatrust.co.uk) and download our 'Preventing Extremism and Radicalisation Safeguarding Policy.'**

## **18. Parking and Vehicles**

The parking of vehicles on the academy's property shall be permitted in **approved areas only** under the condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the academy's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the academy premises. Parking must be in marked bays. The hirer must monitor and remind their customer that pedestrian areas must be used at all times. They must also remind their customers that they must park responsibly on the academy premises and to respect that the facilities are used for other hires. The site speed limit must be obeyed by all visitors to the site and it is the hirer's responsibility to remind their customers of this if the speed limit is violated.

## **19. Use of Playing Fields**

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use or it is deemed unsafe. Suitable footwear must be worn at all times.

Playing fields and playground are not to be used by hirers or their clients unless specifically requested by the hirer. There could be a cost attached.

## **20. Miscellaneous**

The hiring body shall comply with such additional conditions as the County Council, Trust, Principal or the Governors may require in writing, to be observed for a particular letting.

No photography is permitted without express permission of the academy.

Animals are not permitted on site during the duration of the hire with the exception of Working Dogs.

Keys will not be provided for lettings, access will be granted to the premise by academy staff.

## 21. Documentation Completion

The Lettings Conditions of Use documentation must be signed by the appropriate individual, on behalf of the letting. Please sign to confirm that you have read, understood and will adhere to the Lettings Condition of Use, and that the information contained within the document will be shared appropriately with individuals within the letting's organisation.

Name (print): .....

Signed: .....

Position: .....

Company: .....

Date: .....

Academy contact name: .....

Academy contact email: .....

Academy contact number: .....

**Hirers of the Swimming Pool/Gym need to adhere to the notices around the pool and in the changing rooms. It is the hirer's responsibility to ensure their members/clients comply with all conditions.**

**INSURANCE  
THIRD PARTY HIRER'S INSURANCE POLICY - SUMMARY OF COVER**

**(This policy will NOT apply to any person(s) hiring the premises to carry out their own company or business activities – they are required to have their own Public Liability insurance with a minimum limit of indemnity of £2,000,000).**

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover is set out below:

**1. Persons/Organisations Insured**

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council/the Staffordshire University Academies Trust.

**2. Occupations & Activities**

The activities of the insured (see above) at the premises owned by Staffordshire County Council/the Staffordshire University Academies Trust.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

- (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- (c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service occurring during the period of insurance arising out of the activities of the Hirer at the premises.

5. The policy will not apply in respect of the use of the premises for the following:

- (a) Meetings organised by political parties
- (b) Professional entertainment promotion
- (c) Commercial or business use



(d) Hire of playgrounds and playing fields **unless** as part of a hiring for the academy buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £2,000,000.

7. The policy **only** applies whilst the individual/organisation is using Council/Trust premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

Name (print): .....

Signed: .....

Position: .....

Company: .....

Date: .....

Academy contact name: .....

Academy contact email: .....

Academy contact number: .....