



Terms and Conditions for Lettings

1. General

(a) It is the responsibility of the Hirer to ensure that their members or guests abide by these Terms and Conditions.

(b) Discovery Educational Trust and its Schools comply with all applicable laws and the Hirer must comply with the law of the land.

(c) The Hirer must not sub-let the premises to another person and only those associated with the letting are allowed on site. Failure to comply with this condition of hire will result in termination of the letting arrangement.

(d) Use of School premises for a letting must be agreed in advance by the Hirer, the School and the Trust. A letting is only confirmed after the School has received a fully completed booking form and is satisfied that all conditions of the letting will be met as evidenced by the submission of the booking form together with all required documentation. The booking form must be approved by the School and the Trust.

(e) The Hirer is responsible for their own insurances, risk assessments and First Aid for the activities that they are undertaking, in line with current statutory Health and Safety legislation.

(f) The Hirer or any persons for whom they are responsible must not interfere with any safety equipment or measures that have been put in place by the Trust and/or its Schools.

(g) It is the duty under these Terms and Conditions for Lettings for the Hirer to act in a safe and responsible manner, and not undertake any unsafe act that may cause loss or injury to any Trust/School staff or pupils.

(h) Failure to comply with these conditions may result in hire agreements being cancelled immediately by the Trust/School.

(i) The Hirer recognises that Trust/School use of the premises takes priority when necessary, and that there may be occasions when arrangements have to be changed. Where possible, these are advised at the time at which agreement is reached. Furthermore, essential maintenance works can only take place during school holidays, and these may lead to premises being unavailable at certain times. The Trust/School provide as much notice as possible when these affect any letting.

(j) The Hirer should show consideration to other Hirers, Trust/School staff and pupils on site, and be cooperative when using shared spaces, e.g. playgrounds and car parks.

(k) Representatives of the School shall, at all times, have free access to the facilities for the purpose of inspection.

(l) No structural alterations to the premises, equipment, fixtures or fittings are permitted.

(m) Temporary electrical installations must have the agreement of the School and comply with all applicable regulations including being PAT tested.

(n) All Discovery Educational Trust Schools close on all public holidays in addition to Easter weekend, Christmas Eve and New Year's Eve.

(o) Discovery Educational Trust and its Schools are members of the Department for Education's Risk Protection Arrangements (RPA) and have appropriate public liability insurance.

(p) Specific guidelines for any specialist facility are advised by the School direct to the Hirer

(q) The Trust and its Schools do not, without the Hirer's written approval:

- Disclose any confidential information of the Hirer to any third party (Including the existence or terms of the contract for hire);
- Make any public announcements of any kind regarding the Hirer or the Contract of Hire;
- Make any use of the intellectual property of the Hirer.

2. Opening Times

- (a) The dates and times available for lettings are available direct from the Schools.
- (b) The letting start time is when the Hirer may access the School site, and the vacate time is when the Hirer must leave the School site. No extra time is granted for cleaning etc.
- (c) The agreed period of hire must include any time needed for set up and dismantling.
- (d) When the use of showers is approved as part of the booking, the letting must finish 15 minutes prior to closing.

3. Billing/Charges

- (a) The Hirer is required to pay for any breakage, losses or damage to property or equipment, or any other asset belonging to the Trust/School caused by the Hirer or any persons for whom the Hirer is responsible.
- (b) The charge payable by the Hirer includes an amount to cover payment for standard caretaking duties. The Hirer is expected to adhere to the agreed times or, subject to a member of the School Site Team being available, be prepared to pay additional overtime. If additional work (such as moving furniture to or from a specific room/area or a specific layout) is required, whether foreseen or not at the time of booking, the Hirer is required to meet the extra costs, which incur VAT on the whole charge. It cannot be assumed that staff are available unless prior agreement has been made.
- (c) Any over-running of sessions incurs an over-run charge, which includes the cost of the area being hired and the additional cost of a caretaker and any other charges incurred by the School as a result of the over-run. Persistent over-running may result in the cancellation of the letting.
- (d) If, on the day of the letting, the Hirer deems the accommodation is unusable, the School must be informed in writing within two working days to enable consideration of a refund.
- (e) Where relevant, floodlight charges automatically apply from 1 September to 1 April 18.00 to 22.00; 1 April to 30 April 19.00 to 22.00; 1 May to 1 September is on request by the Hirer, or at the discretion of the School.

4. Cancellation

By the School:

- (a) If cancellation is required by the School, seven working days' notice is given where possible, other than in cases of emergency where notice is given as soon as possible.
- (b) Should any of the facilities be unfit for use due to adverse weather conditions, the School notifies the Hirer by 12.00, at the latest, on the day of the letting.
- (c) Should any of the facilities be unfit for use due to other difficulties, the School, in the first instance, seeks to offer alternative accommodation and, if this is unsuitable or impossible, offers a full refund.
- (d) Although extremely unlikely, the School reserves the right to cancel any letting without providing a reason. Under these circumstances only, the fee is credited against the following month's invoice or reimbursed for casual Hirers. The School cannot be responsible for any additional expenses incurred.

By the Hirer:

- (a) Cancellations by the Hirer are subject to five working days' written notice.
- (b) On receipt of five working days' notice, the full fee is credited against the following month's invoice for regular users or reimbursed for casual users.

(c) Failure to provide such notice results in a 50% fee being charged for the session/booking duration.

5. Hiring/Hirers

(a) The Hirer is responsible for the behaviour and conduct of all people (members of a club, general public, employees, etc.), who come onto School premises for their letting. The School is aware that it is a member of the community. As such, the School takes its responsibilities to its neighbours very seriously, and requires all users of School premises to do the same. The importance of maintaining low noise levels and avoiding parking where this inconveniences local residents is emphasised.

(b) The Trust and its Schools are not responsible, in any way, for property, belongings, or vehicles, which are brought on site for the letting.

(c) The facilities must not be used for any purpose other than that for which permission has been granted, nor shall any areas of, or furniture/equipment in, the School, but not included in the Hire Agreement be used without express permission; in such cases an extra fee is payable and future bookings may be cancelled.

(e) Alcoholic drinks may not be brought on to or sold on School premises.

(f) No guarantee is given in respect of the number of chairs/tables available. The Hirer may only use School furniture or School equipment that is located in the area hired. No transfer whatsoever of equipment or furniture may be made from one area to another without written permission from the School.

(g) A Hirer may require a specific arrangement of furniture and/or equipment for their activity. Moving the furniture/equipment to achieve such a layout is the responsibility of the Hirer, as is the reinstatement of the furniture/equipment to its original position at the end of the activity.

(h) Should additional furniture or equipment be required by the Hirer, the School may require additional payment, which is included in the invoice.

(i) On days when the School is in session, no article (such as equipment, pianos, tables, flowers, etc.) may be delivered to the School before 16.30 on the day of use, unless arrangements are made with the School for their earlier delivery.

(j) The Hirer, or his accredited representative, must be in attendance at all times during the period of the hire.

(k) The School is not responsible for the way its facilities or equipment is used by the Hirer, nor the quality of coaching or supervision of hire groups, unless coaching or supervision is a specifically stated inclusion in the agreement.

(l) Suitable footwear must be worn on the School premises.

(m) The Hirer is not permitted to mark out any additional pitches on the School premises.

(n) Stakes or similar markers must not be driven into the ground.

(o) All equipment must be put back after use.

(p) During examination periods, the School may need to leave equipment in the area of hire. Under NO circumstances are these items to be moved, any damages will be charged to the Hirer.

(q) No decorations, real flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals, vehicles or aircrafts are allowed on the School site.

6. Vehicles and Parking

(a) Vehicles are left in the School car park entirely at the owner's risk. No responsibility can be taken by the School for any damage or theft to vehicles sustained whilst in the School grounds.

(b) Motor vehicles must not be taken on to School playing fields except in an emergency.

- (c) The Hirer is responsible for controlling entry to the facility.
- (d) The Hirer is responsible for organising parking for all visitors, which must be in designated areas only.
- (e) The Hirer is permitted to use the parking area on the School site as advised by the School, parking within designated parking bays during the period of the letting.
- (f) Vehicles must not be left on the School site outside of the period of the letting; to do so risks vehicles being locked in at the end of the letting period.
- (g) In the interests of safety, please drive slowly within the School site.

7. Health & Safety

- (a) The Hirer should be aware of the appropriate action to be taken in the event of fire or another emergency. The School briefs the Hirer on the procedures to be followed.
- (b) A risk assessment needs to be completed by the Hirer. The risk assessment must include all equipment relevant to the activity, whether owned by the School or the Hirer. The School considers the risks and proposed controls and must be satisfied that the activity does not present an unacceptable level of risk.
- (c) The Hirer is responsible for their own insurances, risk assessments and control measures for the activities that they are undertaking, in line with current statutory Health and Safety legislation.
- (d) Neither the Hirer nor any persons for whom they have a responsibility must interfere, modify or damage any safety equipment or measures that have been put in place by the Trust/School.
- (e) Under these Terms and Conditions for Lettings, it is the duty of the Hirer to act in a safe and responsible manner and to not undertake any unsafe act that may cause loss or injury to any Trust/School staff, pupils or visitors, or to anyone associated with the letting.
- (f) It is the duty of the Hirer to report any loss or damage, near miss or potential hazard to the School.
- (g) The Hirer must have a Health and Safety Executive (HSE) approved accident book, which can be obtained from <https://www.hse.gov.uk/> or reputable stationers.
- (h) The Hirer is responsible for the reporting and recording to the HSE of all serious or fatal incidents that occur and are reportable under RIDDOR regulations as a result of their activities. They must send a copy of the Accident/Incident report to the School Business Manager.
- (i) Whilst it is advisable to have a trained first aider on site throughout the duration of the letting, the Hirer must have a First Aid Kit on site for the entire period of the letting.
- (j) All statutory requirements relating to health and safety matters must be observed.
- (k) School-specific requirements must be complied with.
- (l) In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period.
- (m) In accordance with the School Fire Evacuation Plan, the Hirer is required to:
 - Keep a register of people on site and those, who leave early, so that, in the event of a fire alarm, all persons can be accounted for.
 - Familiarise all participants with the position of fire alarm points and fire assembly points.
 - Ensure that they have made specific arrangements to evacuate participants using wheel chairs from the site.
- (n) All passageways and exits must be kept free from obstruction at all times.
- (o) The Hirer must ensure that they know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

- (p) In the interests of safety, no glass, whether bottle, jar or drinking glass is allowed on the School site.
- (q) No items of a flammable or explosive nature or any article producing an offensive smell must be brought onto the School premises.
- (r) The Hirer must provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- (s) The Hirer is responsible for providing access to a mobile telephone for emergency purposes.
- (t) The Hirer must contact a representative of the School as soon as practicable in the event of an emergency that puts the School premises or School property at risk.
- (u) All Hirers are responsible for alerting the School of any unsafe conditions (including equipment, lighting and playing surface condition, etc.), and for preventing their group from using or continuing to use equipment or facilities while in an unsafe condition.
- (v) Any accidents or injuries occurring on the premises arising out of any perceived deficiencies in the condition of the equipment or facilities must be immediately reported to the School.
- (w) Electrical equipment used by the Hirer, but not provided by the School, must have the agreement of the School and the Trust, and comply with all applicable regulations including being PAT tested.
- (x) Any damage or deficiencies in equipment or facilities must be reported to the School before leaving the School site.

8. Conduct

- (a) The Hirer is responsible for ensuring that guests leave the School site, including the car park area, in a quiet and responsible manner, having due regard for the local residents. On departure there must be no beeping of car horns or shouting.
- (b) The Hirer is responsible for the maintenance of good order at all times during the hire period, including by spectators.
- (c) The Hirer should not cause any nuisance, including offensive language, to other users, residents in neighbouring properties, School staff and the general public.
- (d) Any loudspeakers must be moderate, so as not to cause a nuisance to other users, residents in neighbouring properties, School staff or the general public.
- (e) The Hirer is responsible for ensuring that the neighbours to the School's external facilities are not unnecessarily disturbed; this includes excessive shouting and bad language.

9. Standards and Safeguarding

- (a) Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- (b) It is the responsibility of the Hirer to ensure that they have followed the requirements for Disclosure and Barring Service (DBS) checks with regard to any personnel coaching or supervising of children or vulnerable adults.
- (c) If children are present, a responsible adult must directly supervise them at all times. The Hirer must ensure sufficient supervision by a suitable number of responsible adults is undertaken whilst a playing field or sports area is in use.
- (d) CCTV is in operation at all times for the security of the School, staff, pupils, visitors and Hirers.
- (e) Hirers must evidence that they are fully cognisant of and adhere to ["After-school clubs, community activities, and tuition safeguarding guidance for providers" \(DfE September 2023\).](#)

10. Cleaning

- (a) The Hirer is responsible for leaving any facility hired in a clean and tidy state ready for School use.
- (b) This includes ensuring that all plastic bottles, cans and other litter has been removed from site or left in the litter bins provided.
- (c) Checks to ensure that the facility is in a satisfactory state will be completed by the member of School staff, who is on duty for the letting.
- (d) Should the facility not be left in a clean and tidy state, the School reserves the right to bring in any necessary cleaning staff, including specialist cleaners, and charge these costs to the Hirer.

11. Licenses

- (a) Normal licensing laws relate to all School sites.
- (b) No alcoholic drink may be brought onto the School site or sold on the School site.
- (c) Temporary Event Notices (TENS) are required for regulated entertainment (e.g. live and recorded music and performance of dance). No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed on the School site unless the necessary licence has been obtained. It may be that blanket Performing Rights Society (PRS) or Phonographic Performance Limited (PPL) licences cover some situations, but this must be cleared in advance with the School.
- (d) No form of gambling is permitted on any School site.

12. Venue Capacity

- (a) Schools confirm to Hirers the maximum capacity for venues.
- (b) The Hirer is responsible for ensuring that the numbers attending the function do not exceed that quoted in the booking form or the capacity of the venue, as advised by the School.

13. Site Tour

- (a) The Hirer is expected to tour the premises prior to the final agreement to hire the facilities. During this visit, School representatives familiarise the Hirer with the following:
 - fire alarm call points;
 - fire assembly points;
 - parking;
 - toilets; and
 - contact numbers.

14. Lost Property

- (a) The Trust and its Schools accept no responsibility for any articles or property lost during the hire.
- (b) Articles of lost property should be handed to the School.

15. Interpretation of Rules

- (a) The School must be consulted in advance if there is any doubt about the interpretation of any of the above terms and conditions or any of the detail in the Trust Lettings Policy.