



These conditions apply to the hire of any Archway Learning Trust (the Trust) premises including:

- Bluecoat Aspley Academy
- Bluecoat Beechdale Academy
- Bluecoat Primary Academy
- Bluecoat Wollaton Academy
- Nottingham Emmanuel School

The Board of Trustees and the hirer are entering into an agreement for the hire of premises. The letting form/ letter attached detail;

- the intended use of the premises;
- when the hirer's activity or activities take place;
- the duration of the agreement;
- the sums to be paid by the hirer to the Trust for the hire of the premises, including any agreed deposit amounts;

This agreement is governed by the following conditions for hire of the premises

Use of Premises

- The Hirer will use the premises for the activity or activities agreed with the Board of Trustees and/or the Academy and no other.
- The Hirer will pay any sums due under this agreement promptly following a request for payment from the Trust.
- The Hirer will not remove or interfere with the furniture, fixtures or fittings unless specific agreement has been sought from the Trust; in particular the Hirer will not install any fixtures, fittings or decoration of its own that necessitate the hammering of nails or screws into fixtures and fittings that are part of the premises unless specific agreement has been sought from the Trust.
- In the event of any damage to the premises or property arising from or in any way connected with the Hirer's use of the premises however caused, the Board of Trustees will arrange to make good the damage and the Hirer will pay the cost of such reparation.
- The Hirer will ensure that the premises are vacated promptly at the end of any period of use and on termination of this agreement. The Trust will charge a fee to take account of any delay to the end of a booking.



- The Hirer will ensure that the premises are left in a tidy condition after any period of use and on termination of this agreement, all equipment being returned to the correct place of storage. As far as is practical, all refuse and litter shall be placed in litter bins or bagged and placed in a central area for disposal by the facilities team. The Hirer will be charged a reasonable cleaning fee to be determined by the Trust or the Academy where the Academy have to tidy or clean up after any period of use by the Hirer or on termination of this agreement.
- The Hirer will ensure that no annoyance or disturbance is caused to any neighbours or to members of the public as a result of its use of the premises.

Equipment- General

- The Hirer is responsible for the safe and appropriate use of any equipment, whether the Academy's or otherwise, issued for or in connection with the Hirer's activity or activities on the premises.
- The equipment of the Academy can only be used by the Hirer with prior written arrangement with the Trust or Academy.
- The Hirer will ensure that adults supervise any Academy equipment being issued for the Hirer's activity or activities on the premises and the safe return of such Academy equipment to its storage area.

Electrical Equipment

- Any electrical equipment brought by the Hirer onto the premises must comply with the Academy's License requirements.
- Electrical equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the Academy's qualified PAT tester prior to the commencement of the Hirer's activity or activities on the premises. If the latter a charge of £1 will be levied per PAT certification issued.

Conduct of the Activity or Activities

- The Hirer will conduct the activity or activities it undertakes on the premises in a lawful and orderly manner.
- The Hirer will abide by the Trust's equal opportunities policy in conducting the activity or activities it undertakes on the premises.
- The Hirer will obtain and pay for all licenses which have not already been obtained by the Trust or Academy. The Hirer will provide evidence of this at the request of the Trust or Academy.
- The Hirer will ensure appropriate supervision for the activity or activities it undertakes on the premises, in particular the Hirer will ensure appropriate adult to children ratios for the activity or activities it



undertakes on the premises and be responsible for providing adequate supervision to maintain order and good conduct.

- The Hirer will identify the maximum permissible number of participants, both adults and children, in the activity or activities it undertakes on the premises and inform the Trust and/or the Academy of this.
- The Hirer is responsible for supervising any children participating in the activity or activities it undertakes on the premises until they are collected from the premises.

Child Protection

- The Hirer will ensure robust safeguarding procedures where any of the activities involve working with children and/or vulnerable adults. The Hirer will present copies of such procedures and other related documentation as requested by the Trust and/or Academy.
- The Hirer confirms that all relevant safeguarding checks have been carried out on all adults working with children and/or vulnerable adults during the activities it undertakes on the premises and that these checks demonstrate that all adults working with children and/or vulnerable adults during the activities it undertakes on the premises are safe to do so. The Hirer will provide evidence of this at the request of the Trust and/or Academy.

Risk Assessments

- It is the duty of the Hirer to carry out risk assessments relating to the activity or activities it undertakes on the premises. The Hirer will provide copies of such risk assessments to the Trust/Academy on request.

First Aid Facilities

- The Hirer will make its own first aid arrangements relating to the activity or activities it undertakes on the premises. In the absence of such arrangements the Hirer may agree with the Academy that the latter will provide relevant qualified first aider to deal with emergency first aid during the duration of the booking. An additional charge for this service will be made.

Accidents

- The Hirer will report all accidents occurring before, during or after the activity or activities it undertakes on the premises to the appointed person of the Academy using the Trust accident report form.

Emergencies including Fire

- The Hirer will retain the details of those participating in the activity or activities it undertakes on the premises for reference in the event of an emergency.



- The Hirer will ensure the availability of a mobile phone for use in an emergency.
- In the event of an emergency, occupants must leave the premises by the nearest available fire exit.
- The assembly point is identified on the fire action notices at the premises.
- The Hirer will make its own arrangements for evacuation following the emergency exit routes.
- Where there is a Duty Officer on site the Hirer will follow any directions provided by the Duty Officer.

Security

- The Hirer will ensure that the security of the premises is maintained during the activity or activities it undertakes on the premises and will ensure that there is no unauthorised access onto the premises.
- The Hirer will ensure that access is restricted to the agreed areas of the site and no other.
- The Academy shall ensure that whilst the hirer has children on site that the normal academy security systems operate including:
 - Ensuring gates are closed/locked;
 - Provide access cards for doors and areas;
 - Ensure that academy staff, contractors and visitors sign in and access the premises through reception areas;

Personal Data

- The Trust acts as the Data Controller for any data it processes or stores. The Trust reserves the right to processes personal data relating to the individuals involved in working with children and/or vulnerable adults during the activities it undertakes on the premises to ensure that all safeguarding obligations are exercised.
- The Trust will ensure that it holds any such data securely.
- The Trust shall only hold such data for a period deemed reasonable.

Legal Liabilities of Hirer

Personal Injury and Unlawful Discrimination

- The Board of Trustees will not be responsible for any claims for personal injury or unlawful discrimination arising from or in any way connected with the Hirer's use of the premises.
- The Hirer warrants that it is responsible for any claims for personal injury or unlawful discrimination arising from or in any way connected with the Hirer's use of the premises.
- The Hirer warrants to the Board of Trustees that it has appropriate insurance to cover all its legal liabilities for personal injury and/or unlawful discrimination, including but not limited to participants in the



hiring activity, arising from or in any way connected with the Hirer's use of the premises, and will provide evidence of this at the request of the Trust and/or Academy.

- it is a condition of lettings of the academy property that public liability insurance cover is in place to the sum of £5m (five million pounds). Hirers must provide a copy of the certificate of insurance to the Trust and/or Academy in advance of the event. In the absence of this level of cover, the Trust will arrange cover for the hirer subject to an additional fee being chargeable and certain limitations.
- The Hirer, by entering into this agreement to use the premises, agrees to indemnify the Board of Trustees in respect of all legal liability for personal injury and/or unlawful discrimination, including but not limited to participants in the hiring activity, arising from or in any way connected with the Hirer's use of the premises.

Premises and Property

- The Board of Trustees will not be responsible for any loss of or damage to the premises or property, the Hirer and/or third parties arising from or in any way connected with the Hirer's use of the premises.
- The Hirer warrants that it is responsible for any loss of or damage to the premises or property, the Hirer and/or third parties arising from or in any way connected with the Hirer's use of the premises.
- The Hirer warrants to the Board of Trustees that it has appropriate insurance to cover all its legal liabilities for any loss of or damage to the premises or property, the Hirer and/or third parties arising from or in any way connected with the Hirer's use of the premises, and will provide evidence of this at the request of the Trust and/or Academy.
- The Hirer, by entering into this agreement to use the premises, agrees to indemnify the Board of Trustees in respect of all legal liability for loss of or damage to the premises or property, the Hirer and/or third parties arising from or in any way connected with the Hirer's use of the premises.

Smoking and Drinking

- Smoking is not permitted anywhere on the Trust's premises and the Hirer will ensure that this policy is complied with.
- The Hirer will not bring alcohol onto the premises without the written permission of the Trust and/or Academy.

Advertising

- The Hirer will obtain the approval of the Trust and/or Academy for any advertising or publicity material advertising the Hirer's activity or activities to be undertaken on the premises, including entrance tickets,



before such material is published. No notice may be displayed in the Academy by the Hirer without the prior approval of the Trust and/or Academy.

Parking

- Cars are parked on the site at the owner's risk.

Right of Access

- The Board of Trustees and its agents reserve the right of access at any time to all of the premises during the agreement.
- The Academy staff will monitor the activity or activities of the Hirer from time to time.
- The Hirer will, on the instructions of Academy staff remove any article, material or appliance or cease any practice which is considered to be objectionable or dangerous.

Variation of Charges

- The Board of Trustees reserve the right to review annually the charges to be paid by the Hirer under this agreement and to increase them accordingly.

Cancellations and Termination

- The Hirer can cancel a particular session or period of use by giving the Trust and/or Academy at least 7 days notice of cancellation (unless otherwise agreed). Cancellation of a particular session or period of use by the Hirer without provision of the correct amount of notice will incur the full charge for the particular session or period of use, or charge as otherwise agreed.
- The Board of Trustees or the Principal of the Academy can cancel a particular session or period of use by giving the Hirer at least 48 hours notice.
- This agreement can be terminated by either party on provision of seven days notice in writing to the other party. Termination of this agreement by the Hirer without provision of the correct amount of will incur all outstanding sums due under this agreement

