THE MERCIAN TRUST

The Mercian Trust

Lettings Policy

Policy Owner	**The Mercian Trust**
Date Ratified by Trust Board	**October 2025**
Date to be Reviewed:	**October 2026**

OCTOBER 2025 LETTINGS POLICY UPDATE

1. Designated Safeguarding Lead (DSL) Requirement

Safeguarding section

Designated Safeguarding Lead (DSL)

All hirers whose activities involve children must appoint a Designated Safeguarding Lead (DSL) responsible for overseeing safeguarding arrangements during the hire period. The DSL must be suitably trained and act as the point of contact for any safeguarding concerns. The DSL's contact details must be provided to the Trust prior to the commencement of the hire. The Trust reserves the right to request evidence of the DSL's training and qualifications.

2. Safeguarding and Health & Safety Training Records

Working with children section

Training Records

Hirers must maintain up-to-date records of safeguarding and health & safety training for all staff and volunteers involved in the activity. These records must be made available to the Trust upon request. Training should include, but is not limited to, child protection, first aid, fire safety, and emergency procedures.

3. Online Safety Policy

Safeguarding section

Online Safety

Where hirers provide internet-connected devices or access to online platforms during their activities, they must have an Online Safety Policy in place. This policy should outline acceptable use, filtering and monitoring systems, and procedures for responding to online safety incidents. Hirers must ensure that all staff, volunteers, and participants are aware of and comply with this policy.

4. Whistleblowing Policy

Complaints section

Whistleblowing

Hirers must have a whistleblowing policy that enables staff and volunteers to raise concerns about poor or unsafe practices, safeguarding failures, or misconduct. The policy should include clear procedures for reporting concerns and assurances that whistleblowers will be protected

Introduction

The Mercian Trust wishes to make every reasonable effort to facilitate the use of its premises by the community as a whole. However, the overriding aim of the Trust is to support its constituent Academies in providing the best possible education for their pupils. Any letting of Trust premises will be considered with this in mind.

It is important that requests for lettings are properly documented and assessed. The purpose of this policy is to:

- provide clear guidance on lettings and the hire of Trust premises
- enable safe access to Trust sites and premises
- promote the use of Trust facilities by the wider community
- safeguard the interests of the Trust and the individual Academies within the Trust
- ensure that appropriate safeguarding and child protection policies are in place to keep
- children and vulnerable adults safe
- ensure that lettings are not in conflict with the fundamental purpose of the Trust
- maximize the commercial opportunity for lettings.

Definition of a Letting

A letting may be defined as “any use of the Trust buildings and grounds by parties other than the Trust”.

A letting must not interfere with the activities of the Trust. Use of the premises for activities such as staff meetings, parents’ meetings, Board of the Trust meetings and extracurricular activities of pupils supervised by Trust staff, fall within the corporate life of the Trust. Costs arising from these uses are therefore a legitimate charge against the Trust’s General Annual Grant (GAG) which do not require a letting agreement.

The Trust’s GAG will not be used to subsidise any lettings unless it is of direct benefit for pupils.

However, educationally valuable activities have been and will continue to be dependent on financial contributions in whole or in part from parents/carers. The Trust’s concern is to keep financial contributions to a reasonable minimum, and to ensure as far as possible that all children are able to take part, irrespective of their circumstances. The Trust also recognises where contributions are only permitted on a voluntary basis that parents will be advised accordingly.

Management

Overall responsibility for lettings is held by the Trust. Via the Chief Executive Officer, the Trust Board has responsibility to ensure adherence of the policy. Practical responsibility for the policy is delegated to the individual academy site manager. Regular reports on lettings will be made to the Board of Trustees

Application process

1. Application via School Hire
An individual or organisation should first apply via the online portal used by the Trust www.schoolhire.co.uk.

2. Initial assessment
Upon application, the local site manager will assess and determine if the let can be accommodated. Considerations may be, but are not limited to: -

- Interference with school activities (priority will be given to school function at all times).
- The availability of facilities.
- The availability of staff to open and close the premises.
- Determination of security risk and the availability of staff to provide a continuous security presence or other control measures as necessary.
- Our safeguarding and child protection policy
- Our health and safety policy (including considerations in relation to the number of users, type of activity, qualifications of instructors etc.)
- The appropriateness of the letting and whether it is deemed compatible with the values and ethos of the Trust.

At the point of application the hirer agrees to the terms and conditions as set out on the portal (Appendix 1)

The site lead will determine the use of the hire and will request the hirer to upload the relevant documentation. Documentation could consist of :-

- Public Liability Insurance
- Risk Assessment
- Safeguarding policy (If applicable)
- Valid DBS Check Certificates (if applicable)
- First Aid Certificates (if applicable)
- Lifeguard qualifications (for swimming pool hire)
- Valid License (if appropriate)

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

4. Confirmation
Upon receipt, the local site lead will assess the documentation.

An applicant will be notified if their application has been unsuccessful or successful via the online portal after documentation review. The Trust's decision is final.

Payment for hire is made online via the school hire portal in advance of the booking unless agreed in advance.

Unless in exceptional circumstances agreed in writing by the site manager/Trust representative, no letting should be regarded as 'booked' until any deposit / pre-payment has been paid and confirmed.

Should the received documentation be incomplete or further clarification is required, the applicant will be contacted and asked to provide that additional information.

Should the documentation received raise any concerns as to the appropriateness of the letting, the applicant will be contacted to be informed of our decision.

Any concerns about whether a particular request for a letting is appropriate may be referred to the

Chief Executive Officer who may consult the Board of Trustees.

Charges Whilst the task may be delegated, the Board of Trustees are ultimately responsible for setting charges for a letting on Trust premises which will never be less than full cost recovery.

The Trust reserves the right to require a deposit over and above the hiring charge as a surety against damage to Trust premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for the Trust (e.g. cleaning, caretaking).

Block bookings for regular hires will be charged one month in advance using the payment method detailed by the hirer on the School Hire System.

If the premises are not vacated by the end of the hiring period, a penalty charge may be levied.

Insurance Hirer's will be asked to provide evidence that their own Public Liability Insurance is in place to protect them against injury, loss or damage caused to third parties or their property and to indemnify the Trust in the minimum sum of £2 million (they should also produce evidence of their employers' liability cover should this be applicable).

Where a hirer does not have Public Liability Insurance, the relevant school can arrange this by agreement but will only do so where they feel that this is appropriate.

5. Changes

Hirer requests for a change or amendment to an agreed letting needs to be completed via School Hire and will be subject to availability. The requested changes may incur additional charges in line with our charging scheme (See APPENDIX 2) The Trust will give notice of at least 14 days for any changes to the letting.

6. Cancellations

The hirer must advise via the School Hire portal at least 7 days' notice in advance if the booking which has been reserved is no longer required.

The following charges apply to the booking fee where day zero is the date of the let and cancellation notice is given by the hirer:

- With more than 30 days Full refund
- Less than 7 days notice No refund

Regular hirers are assumed to attend as per the frequency agreed and must notify the Trust in advance of any absence / gaps in this frequency. A charge may be levied whether or not

the facility is used unless in exceptional circumstances agreed in writing by the local Site Manager / Trust Representative.

Should the Hirer be in breach of the policy or service level / partnership agreement at any time, the Trust can terminate the agreement immediately and any paid hire fee will not be refunded.

The Trust has the right to withdraw permission for any letting at any time but will endeavor to give as much notice as possible and at least 14 days in advance unless exceptional circumstances dictate otherwise.

On these occasions no reimbursement, other than a refund of the paid hire fee will be made.

Safeguarding

Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or college on these matters where appropriate. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement

Designated Safeguarding Lead (DSL)

All hirers whose activities involve children must appoint a Designated Safeguarding Lead (DSL) responsible for overseeing safeguarding arrangements during the hire period. The DSL must be suitably trained and act as the point of contact for any safeguarding concerns. The DSL's contact details must be provided to the Trust prior to the commencement of the hire. The Trust reserves the right to request evidence of the DSL's training and qualifications.

Training Records

Hirers must maintain up-to-date records of safeguarding and health & safety training for all staff and volunteers involved in the activity. These records must be made available to the Trust upon request. Training should include, but is not limited to, child protection, first aid, fire safety, and emergency procedures

Online Safety

Where hirers provide internet-connected devices or access to online platforms during their activities, they must have an Online Safety Policy in place. This policy should outline acceptable use, filtering and monitoring systems, and procedures for responding to online safety incidents. Hirers must ensure that all staff, volunteers, and participants are aware of and comply with this policy.

Supervision of children

At an event where the majority of attendants are children, the hirer must ensure that a sufficient number of adults are stationed to:

- prevent more children or other persons being admitted;
- control the movement of the children and other persons and ensure they remain within

the allocated letting facility;
- endure appropriate verbal and physical behaviour;
- take all other reasonable precautions for the safety of the children.

Working with children

For any letting which involves working with children and / or young people, the hirer must provide a signed copy of their Child Protection Policy.

Upon request the hirer must also provide:

- evidence of criminal record checks for all staff and others working closely with children
- school pupils or other young people may be on site.
- details of qualifications, relevant registrations and references as well as other safeguarding information.

Health and safety

Under the Health and Safety at Work etc. Act 1974 the employer is responsible for the health and safety of employees and others who are on the premises.

For all lettings:

- The Trust and the hirer must ensure that the premises are suitable for the intended use.
- The Trust and the hirer must agree on the extent of the use of premises and equipment.
- The Trust will ensure that the hirer is competent to use any equipment provided by the Trust and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The Trust will ensure that the means of access and exits are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The Trust will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- If used, the hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The school will provide the hirer with details of emergency procedures (e.g. action to be taken on discovering a fire, fire evacuation etc).
- The hirer must ensure that a telephone is available for emergency calls.
- The hirer must make suitable arrangements for first aid (Subject to agreement the Trust may agree for the hirer to use the school's first aid equipment).

The hirer must be immediately notified in the event of an accident or incident occurring on the premises and the details. The Trusts' facilities team will check that the premises have been left in a safe condition.

For repeat lettings: -

- The hirer must have regard to the national standards of qualification, experience and competence of instructors / supervisors / coaches for sporting and other activities.
- The Trust may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically.
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.

- The hirer must keep a register during their letting for use in an emergency evacuation.

The hirer shall ensure that:

- The number of persons present during the letting does not exceed the number agreed by the Trust;
- All doors and corridors giving exit from the hired premises are kept unfastened and unobstructed;
- All proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- They are familiar with the fire and emergency evacuation arrangements (e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes) and that they have conveyed this information to all members of their group;
- The location of the nearest emergency telephone is known;
- There are suitable first-aid arrangements in place;
- The hired premises are left in a safe and secure condition and in a clean and tidy state;
- In the event of an accident or incident, the Trust is informed at the earliest opportunity.

Advertising - The Trust must approve of all advertising and posters concerning the use of the premises.

Kitchens, food and drink No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the Trust.

Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the Trust.

All areas of the kitchen should be cleaned and left tidy after use

Public events

As per the Licensing Act 2003, any event where tickets are sold (i.e. public event) requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer must obtain from Walsall MBC

The hirer must notify the Trust in advance if any media / journalists are expected

Licenses

Alcohol

Alcohol is not allowed to be sold or served on the premises unless permission is given by the Trust and in any event must neither be accessible nor supplied to anyone under the age of 18 years. If permission is granted to sell alcohol either directly or inclusive of a ticket price, as per the Licensing Act 2003, a Licence or Temporary Event Notice (TEN) must be obtained by the hirer.

Public entertainment and copyright

Some activities and services require specific licences for example:

- Public music, or public music and dancing.

- Public performance of plays (including opera and ballet).
- Cinematograph exhibitions to which the public are admitted on payment.
- Cinematograph exhibition for children who are members of a cinema club.
- Public contests, exhibitions or displays of boxing or wrestling.
- Prize Bingo, lotteries and amusements

As per the Licensing Act 2003, the hirer is responsible for obtaining the appropriate Public Entertainment Licence or Temporary Event Notice (TEN) if required.

It is the hirer's responsibility to obtain any such required licence, a copy of which must be sent to the Trust. Hirers are advised that licences are issued by and can be obtained from Walsall MBC.

The hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by bodies such as the Performing Rights Society, Phonographic Performance Limited or The Copyright Licensing Agency Limited.

Gambling

No gambling is allowed without both explicit, written permission from the Trust and, in addition to above, a relevant Gambling Licence as per the Gambling Act 2005

Smoking / use of explosive or flammable substance

All of the Trust's premises are non-smoking areas. Smoking or vaping is not permitted within Trust buildings or on Trust grounds at any time.

The use of explosive substances, fireworks, candles, lighters, matches, any incendiary device or hazardous materials is expressly forbidden without the explicit, written permission of the Trust.

Use and access

The premises shall only be used for the purpose and times agreed by the Trust. The hirer should include any preparation / set-up and cleaning / packing up time on their application

No facility may be sub-let or reassigned to any other organisation or individual.

The Trust retains the right to access the premises during any letting. The Hirer shall not use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any other occupiers within the building or any owner or occupier of neighbouring property.

No stiletto or any type of thin heel is to be worn in sports halls.

If activities involve outdoor use, the hirer should ensure participants footwear is cleaned before reentering the premises.

Young people aged 16 or younger must not use gymnasium equipment

Condition and damage

The hirer will keep the premises in a clean and tidy condition and must be left in the same condition as it was before the hire commenced. Each party will agree to the condition prior to and after the hire.

All equipment is to be returned to the correct place of storage. Waste refuse sacks should be used and disposed of following the instructions of the school.

No food, rubbish or other belongings of the hirer should be left on the premises.
The use of furniture is subject to agreement by the Trust and may attract an additional charge.

No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling of nails into fixtures is permitted.

The Hirer must report any damage occurring to the premises on the day it occurs and where this is not possible, no later than 48 hours following the hire and with an explanation of why immediate notice could not be given.

Any damage that occurs during the hire will be the responsibility of the hirer and if the deposit does not cover the cost of making good any such damage in full, the hirer shall pay the extra cost where not otherwise covered by insurance.

Hirer's equipment / car parking

The Trust does not accept liability for any loss or damage of any equipment brought or left on the premises.

Where car parking is permitted, vehicles must not be parked where they would cause an obstruction. The trust does not accept liability for any theft or damage to vehicles parked in any car park provided.

Trust equipment

No Trust equipment or furniture will be used unless directly authorised by the Trust. The hirer is liable for any damage, loss or theft of Trust equipment that is used and for ensuring its safe return.

Where authorisation has been given, the hirer is responsible for returning any equipment or furniture to its original position / location at the end of the letting. Time required to do this should be factored in to the letting period.

Trust obligations

The Trust will:

- Assist, where possible, to display any publicity
- Where possible, provide reception services for the hirer where a letting takes place during an academy school day
- Observe confidentiality when processing the hirer's data (as obliged by GDPR and the Data Protection Act 2018)

- Communicate effectively and timely with the hirer on any issue relevant to the service

Complaints

Every effort will be made by the Trust to resolve disputes quickly and effectively.

Should a hirer have reason to complain about the letting arrangement they should put their concerns in writing addressed to The Mercian Trust, contact details are below. You should be contacted within 7 days of receipt. Alternatively, a meeting may be arranged. Should a hirer feel the matter remains unresolved the matter may be escalated, in writing, to the Chief Executive Officer who will bring the matter to the attention of the Board of Trustees

The hirer will be informed of any action and / or decision taken by the Board of Trustees, together with the reasons for that action / decision. The Board of Trustees' decision is final.

Whistleblowing

Hirers must have a whistleblowing policy that enables staff and volunteers to raise concerns about poor or unsafe practices, safeguarding failures, or misconduct. The policy should include clear procedures for reporting concerns and assurances that whistleblowers will be protected from retaliation. The Trust may request a copy of this policy as part of the documentation review.

Contact details

The Mercian Trust
Mercian House
Queen Mary's Grammar School
Sutton Road
Walsall
WS1 2PG

01922 211388

APPENDIX 1

Hire Agreement

1 **Terms**

'**Booking**' refers to a confirmed booking between the Hirer and the Venue, of which this Hire Agreement forms part of and which the booking is subject to

'**Booking Form'** refers to the booking process the Hirer goes through on the SchoolHire platform which culminates in a booking request being made by the Hirer to the Venue.

'Hirer' refers to the group/person who makes the booking on the SchoolHire platform.

'**Hire Period'** refers only to those days, dates and times confirmed in the booking.

Premises' refers to the part or parts of the Venue hired, as per the booking on the SchoolHire platform.

Venue' means specific Mercian Trust School that the booking relates to

2 **Fees**

2.1 The Hirer agrees to pay to the Venue the fee stated in the Booking Form.

2.2 All charges are required to be paid at the time of booking.

2.3 The fee may be varied by the Venue at any time. The Venue will give 28 days' notice in writing of a variation to the fee. If the Hirer does not wish to accept the fee variation then it may give 28 days' notice in writing (before the Venue notice runs out) to end the Hire Agreement and in the intervening period the then current fee will continue to apply.

2.4 The Hirer shall be liable for and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which the Premises hired is used by the Hirer.

3 **Use**

3.1 The Hirer shall not use the Premises for any purpose other than as specified in the Booking Form.

3.2 The number of persons using the Premises hired shall not exceed the number authorised by the Venue in writing.

3.3 The Hirer shall not cause or permit any animals to be brought into or onto the Premises except with the specific prior consent in writing of the Venue and subject to such conditions as may be required.

3.4 It will be the responsibility of the Hirer to check whether the Venue's copyright and other licences are sufficient to cover the proposed activity and to apply for and obtain any additional licences which may be necessary.

4 **Safeguarding and Child Protection**

4.1 If the activity includes participation or officiating by anyone under the age of 18 then the Hirer specifically undertakes to ensure that all of its staff and volunteers, providing or offering a service on behalf of the Hirer, are subject to a valid enhanced disclosure check. This must be undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate.

4.2 DBS certificates must be provided to the Venue management prior to the first booking taking place.

4.3 The Venue specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care.

4.4 Hirers must have and must provide copies of first aid training, public liability insurance and any other insurance that the Venue reasonably considers necessary.

5 **Health and Safety Conditions**

5.1 For the duration of the period of hire the Hirer must ensure the following:

- Normal emergency procedures are followed.
- A first aid kit is provided.
- No equipment on the Premises is used without prior written consent from the Venue.
- Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble.
- Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on a half-termly basis.
- Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise thesafety of the Hirer and/or their clients, the Venue or the equipment.
- Alcohol is not consumed or sold on the Premises.
- Smoking is not permitted on or on any part of the Premises.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises.
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.

- Any electrical equipment brought on site must PAT tested and comply with the British standards then applicable.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- Noise levels must be contained to a reasonable level at all times.
- Furniture, instruments or equipment belonging to the Hirer may only be left or stored on the Premises if this has been agreed with the Venue in advance and can be stored safely.
- The Premises must be vacated on time at the end of the Hire Period and left in a clean and tidy condition.

5.2 The hirer is responsible for the behaviour of all participants involved in the session. Any antisocial, threatening or violent behaviour by participants may result in the booking being cancelled with immediate effect at the discretion of the centre management.

6 **Insurance, Liability and Indemnity**

6.1 Hirer's will be asked to provide evidence that their own Public Liability Insurance is in place to protect them against injury, loss or damage caused to third parties or their property and to indemnify the Trust in the minimum sum of £2 million (they should also produce evidence of their employers' liability cover should this be applicable)..

6.2 The Hirer agrees and undertakes to indemnify the Venue and keep the Venue indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.

6.3 The Venue gives no warranty that the Premises possesses the necessary consents for the use specified in the Booking Form

6.4 The Venue gives no warranty that the Premises are physically fit for the use specified in the Booking Form.

6.5 The Venue is not liable for:

- The death of, or injury to the Hirer, its employees, customers or invitees to the Premises.
- Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises
- Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the Premises.

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6.6 Nothing in this clause shall limit or exclude the Venue's liability for:

- Death or personal injury or damage to the Premises caused by negligence on the part of the Venue or its employees or agents.
- Any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

7 **Damage to Property**

7.1 The Hirer undertakes either to make good or to reimburse the Venue for the cost of making good (as the Venue directs) any damage to the Premises caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Venue for all damage and loss suffered as a result of the hiring.

7.2 If the Premises hired are left in a state which requires additional cleaning above that normally expected, then the Hirer may be subject to an additional charge.

8 **Security**

The Venue agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agrees to notify the Venue or their authorised representative where any session is to start late or end early.

9 **Temporary Unavailability of Premises by the Venue**

9.1 The Venue may give verbal notice to the Hirer that the Premises are temporarily unavailable in the following instances:

- Where the Venue requires use of the facilities for other activities e.g. Exams
- Where the Premises are closed for any reason.
- Where the Premises are in the Venue's opinion unsafe to be used by the Hirer.
- Hirer's will be asked to provide evidence that their own Public Liability Insurance is in place to protect them against injury, loss or damage caused to third parties or their property and to indemnify the Trust in the minimum sum of £2 million (they should also produce evidence of their employers' liability cover should this be applicable).
- The Hirer agrees and undertakes to indemnify the Venue and keep the Venue indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.
- Where there are emergency circumstances which require the use by the Venue of the Premises.
- in consequence or any outbreak or prevalence of infectious disease.
- for any other cause outside its control.

10 **Access and Car Parking**

- Parking is available onsite in the relevant car park.
- Access to car parking spaces cannot be guaranteed and will be available on a first ome, first served basis.
- Hirers must only park in the marked bays.
- Charges may apply and will be agreed at the time of hire.

11 **Nuisance**

The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the Venue or neighbours.

12 **Additions and Alterations**

12.1 The Hirer will make no alterations or additions to the Premises.

12.2 The Hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the Premises.

13 **Assignment and Sub-hiring**

This Hire Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

14 **Change of Contact Person**

The Hirer agrees to notify the Venue in advance if the contact person is to change and to provide the name and contact details of the new hirer.

15 **Termination**

15.1 The Venue reserves the right to cancel a Booking at any time without notice and without assigning any reason but would endeavour to give as much notice as possible.

15.2 In such circumstances, the Venue will accept no liability for loss incurred as a result of the cancellation, but undertakes to refund any payment made, or re-arrange the Booking.

15.3 In the event of the Hirer wishing to cancel a one-off Booking, then a minimum of 7 days' notice must be given. If less than 7 days' notice, the Venue reserves the right to keep up to 50% of the cost of the Booking.

15.4 In the event of the hirer wishing to cancel a block-booking (being a Booking with 10+ sessions), then the same terms apply, however if more than 3 cancellations of sessions within a block-booking are made within any 3-month period, the Venue reserves the right to refuse any further changes to the Hirer's Booking(s), actioning no further refunds for cancelled sessions.

16 **Notices**

Any notices given under this Hire Agreement shall be made via the SchoolHire platform.

17 **Other**

17.1 The Venue may vary the Terms and Conditions of this Hire Agreement by giving the Hirer 28 days' notice in writing of the variation. If the Hirer does not wish to accept the variation then it may give 28 days' notice in writing (before the Venue notice runs out) to end the Hire Agreement and in the intervening period the then current terms will continue to apply.

17.2 The Hirer must comply with any regulations and rules that the Venue makes and notifies to the Hirer from time to time governing the Hirer's use of the Premises.

17.3 No illegal, indecent or immoral activity is permitted and no betting, gambling or gaming is permitted on the Premises.

17.4 The licence granted under this Hire Agreement is not intended to and will not create the relationship of landlord and tenant. The Venue retains control, possession and management of the Premises and the Hirer has no right to exclude the Venue from the Premises.

17.5 A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

17.6 The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection

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17.7 The Hirer is responsible for the behaviour of all participants and spectators attending the facilities for their session. Any disruptive behaviour that could be caused to the College, local businesses or residents will not be tolerated and may result in your booking being cancelled.

17.8 Appropriate footwear and clothing must be worn at all times. For any users of the 3G AstroTurf pitch you must wear only moulded stud boots (no trainers to be worn) and for the sports hall facilities only indoor sports shoes should be worn. We from time to time inspect footwear prior to use and anyone wearing inappropriate footwear will be stopped from accessing the facilities. Fees will still be chargeable.

APPENDIX 2

Schedule of charges

Our current charging details are all found on School Hire.

Our buildings vary from site-to-site so until such time as specific charges are finalised, costs will be determined and assessed on a case-by-case academy basis.

Factors we consider in determining costs include the size of the hall / room, the frequency of the required let and whether the premises are already open at the requested time / date.

As per the Lettings policy, where a hirer does not have Public Liability Insurance, an extra charge will be added for us to arrange insurance on your behalf and depending on the type of let this may be either a flat fee, percentage or calculated as a charge per person.

An excess of £500 will also be payable should a claim be made.