

## **TERMS AND CONDITIONS FOR THE HIRE OF SPORTS PREMISES AT LOUGHBOROUGH SCHOOLS FOUNDATION.**

All Terms and Conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a hiring, and this person will be personally responsible for all aspects of the hiring and payment of all fees or other sums due in respect of the hiring.

### **1. Definitions**

Commercial Manager	The Commercial Manager is the person signing the Hire Agreement on behalf of Loughborough Schools Foundation
Consent	Consent is only provided when the Hirer is in receipt of a letter signed by the Commercial Manager specifically providing Consent
Hire Agreement	An agreement between the Hirer and Loughborough Schools Foundation for premises and facility hire
LSF Staff Member	An LSF Staff Member is any employee of Loughborough Schools Foundation
Licensable Activities	Serving of alcoholic beverages

### **2. Permitted Use**

(i) Loughborough Schools Foundation (LSF) ("the Foundation") premises shall not be used for any purpose other than that stated in the acceptance of the Hire Agreement and any conditions stated therein must be complied with. The premises shall not be sub-let by the Hirer without the written Consent of the Commercial Manager which may be given subject to such special conditions or stipulation as the Commercial Manager shall think fit to impose.

### **3. Status of the Hirer**

(i) Hiring of facilities will not be made to persons under the age of 18, or to any organisation or group with an unlawful background, or holds extremist views, or who in the opinion of LSF could create a reputational risk to the Foundation.

(ii) The Hirer is personally responsible for ensuring that the Terms and Conditions herein are adhered to and that any moneys due to LSF arising from this Hire Agreement are paid in accordance with the Payment of Charges at paragraph 20. Where a company or organisation is named in connection with this engagement that organisation shall be jointly and severally liable thereon with the person who signs the contract. The word Hirer shall also include employees, agents, tradesmen, contractors and suppliers and members of the public entering the building at the invitation or implied invitation of the Hirer.

(iii) Nothing in this Hire Agreement is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the School and the Hirer.

### **4. Public Safety**

(i) The Hirer must not act or fail to act in any manner which would contravene any health and safety regulations, statute or local authority regulations.



- (ii) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.
- (iii) Fire-fighting equipment shall be kept in its proper place and only used for its intended purpose.
- (iv) No performance shall involve danger to the public.
- (v) Highly inflammable substances shall not be brought into or used in any part of the premises. No candles or naked flames are to be used within the buildings for the purposes of decoration without the Consent of the Commercial Manager.
- (vi) Fireworks, both indoor and outdoor, Sparklers, Chinese Lanterns and all such products of an explosive nature, or which could cause harm or injury/damage are only permitted on the site with the Consent of the Commercial Manager.
- (vii) No unauthorised heating or electrical appliances shall be used on the premises.
- (viii) The Hirer will provide the Commercial Manager with notice in writing of any accident, injury or loss and of any claim or demand arising therefrom within 24 hours of the same arising together with any such knowledge and information as may be required.
- (ix) Hirers and organisers of events in the school are responsible for seeing that the noise level of the functions is not such as to cause inconvenience for the occupiers of nearby houses and property.
- (x) For sports facilities, the Hirer shall be responsible for providing adequate supervision to maintain order and conduct and where applicable, the Hirer must adhere to the correct adult/student ratios at all times.

## **5. Insurances, Liability and Indemnity**

- (i) The Hirer is responsible for all loss, theft or damage to their own equipment and belongings. The Hirer must comply with all statutory requirements to affect public liability insurance cover in respect of their legal liability to pay compensation in respect of accidental death or personal injury or in respect of accident loss of or damage to LSF property. The Commercial Manager shall not permit any event to proceed without proof of adequate Public Liability Insurance being provided by the Hirer.
- (ii) Throughout the period of engagement the Hirer shall observe and comply with the terms and conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulation, Bye-Law or Licence under which the Premises or any part thereof may be used and shall keep indemnified the Commercial Manager and any person in whose name any such licence may be held on the Commercial Manager's behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by them or owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements.

## **6. Security**

- (i) The Commercial Manager and /or Security Officer reserve the right to refuse admission to or remove any person from the premises.
- (ii) The Commercial Manager reserves the right to refuse or cancel any booking particularly where groups or individuals are found to have been dishonest about the remit of their organisation and the purpose of the booking. The Hirer using the venue is not allowed to do so in such a way that promotes views or activities that seek to cause, exacerbate or exploit tensions or misunderstanding within the local community. In particular, activities that include the promoting or inciting violence and/or religious, sexist or racist hatred should be banned.
- (iii) The Hirer will only have rights of access to those parts of the building described in the Hire Agreement. Any unauthorised access to other parts of the building will be deemed a breach to security.

- (iv) For Sports Bookings, only named persons may operate the security system. Door Codes and/or keys, should not be passed to any other person without direct permission of the Security Officer.

## **7. Child Protection and Safeguarding**

- (i) Parents/guardians are responsible for their own child(ren) in choosing to attend an event at LSF.
- (ii) If a particular hiring promotes participation/involvement by students from the Foundation, all personnel involved must hold a clean Disclosure and Barring Service (DBS) check within three years of the event, in accordance with legislation and current DfE guidance.
- (iii) the Hirer will comply with the prevailing requirements of Keeping Children Safe in Education (**KCSIE**) (updated annually) and the Foundation's prevailing Safeguarding and Child Protection policy.
- (iv) The Hirer will have in place its own Safeguarding and Child Protection policy and procedures that maintain compliance with KCSIE and [Keeping children safe during community activities, after-school clubs and tuition](#), and ensure that these will be monitored, reviewed and enforced.
- (v) The Hirer will provide LSF with a copy of their latest safeguarding policy and contact information for their person responsible for Safeguarding/children welfare. The Hirer will keep LSF updated on any changes to this information during the hire period.
- (vi) The Hirer will ensure that it has appropriate measures in place to liaise with the Foundation on all safeguarding matters during the Hire Period, including where there is an allegation that the harm threshold has or may have been met.
- (vii) Should an incident arise during the hire period, the Hirer must report this immediately to [events@lsf.org](mailto:events@lsf.org)
- (viii) The Hirer understands that if the Foundation receives an allegation of an incident that engages its Safeguarding and Child Protection policy which has occurred during the Hire Period, the Foundation will follow its own Safeguarding and Child Protection policy and procedures, including informing the Local Authority Designated Officer (LADO).

The Foundation shall be entitled to terminate the Hire contract, if the Hirer does not comply with the requirements of section 7 or the Foundation is aware, or has reasonable grounds to believe or suspect, that requirements (notably, but not limited to, those covered by section 7) are not being complied with or may not be being complied with in accordance with the Foundation's expectations.

## **8. Emergency Evacuation**

- (i) All Sports Hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All Hirers should ensure that all participants in their activity are made equally aware of these.
- (ii) In the event of an emergency evacuation, all members of the Hirer's group should follow the displayed emergency evacuation procedures and meet at the designated assembly point. For sports bookings, the incident will be handled by the Hirer. Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by either an LSF Staff Member and/or Fire Officer. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

## **9. Condition of the Building, Furniture and Fittings**

- (i) The Hirer is responsible for any loss or damage to the building fixtures and fittings, contents and decoration during the period of engagement. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.
- (ii) Unless the Hirer shows at the commencement of the period of engagement that any such property is damaged, such property shall be deemed to have been undamaged at the commencement of the period of engagement. In the event of any damage to premises or property arising from the Hiring, the Hirer shall pay the cost of any reparation required.
- (ix) Appropriate footwear should be worn for all indoor sporting activities. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## **10. Grounds**

- (i) No markings may be made on the grass of the school playing fields or hard areas (e.g. car parks or playgrounds) without prior Consent.

## **11. Equipment**

- (i) All lighting, sound, public address, heating, ventilation, projection equipment together with all the associated fixtures and fittings are the property of Loughborough Schools Foundation, none of which may be operated or interfered with by the Hirer, except with the Commercial Manager's Consent. Anyone operating such equipment must be adequately trained and experienced. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.
- (ii) Other equipment may be brought in and the Commercial Manager must be notified prior to the event of any electrical equipment being brought onto site by the Hirer. Whilst the equipment is on the School premises all such equipment shall be at the risk of the Hirer and the Schools shall not be liable for any damage or injury caused by or to such equipment or for any loss or damage arising from the Hirers use of the equipment to any person lawfully or unlawfully using the premises. Equipment must comply with current EU regulations and carry an up-to-date PAT certificate. This must be shown to the Commercial Manager 7 days prior to the event. Any equipment which does not carry a certificate will not be permitted for use in the venue.

## **12. Car Parking Facilities**

- (i) Subject to availability, car parking will be included as part of a booking and should be stipulated when the booking is made. All vehicles are parked at their owners' risk. LSF accepts no responsibility in respect of loss or theft of articles from the car park area, during the Hire period.

## **13. First Aid Facilities**

- (i) There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel and the provision of a first aid kit.

## **14. Alcohol**

- (i) No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the Designated Premises Supervisor (DPS) or person appointed by the DPS.



**15. Litter**

- (i) All litter must be placed in the bins provided.

**16. Gaming**

- (i) No Gaming is allowed in the School, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.
- (ii) No Gaming is allowed without the Consent of the Commercial Manager.

**17. Smoking**

- (i) The LSF Campus is a non-smoking area, and smoking is only permitted in designated smoking areas on a single event basis.

**18. Copyright or Performing Rights**

- (i) No cameras or other photographic apparatus shall be brought onto the premises for commercial purposes without the prior consent of the Commercial Manager. The Hirer is solely responsible for any licence/copyright requirement or restriction relating to video recording.
- (ii) The Hirer shall not grant sound or television broadcasting or filming rights without the prior written consent of the Commercial Manager. If such Consent is given the Commercial Manager shall reserve the right to be a party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived thereof.

**19. Charges**

- (i) Hire charges are reviewed annually and the charge applicable will be set out in the Hire Agreement.

**20. Payment of Charges**

- (i) For the on-going hiring of sports facilities the Hirer will be invoiced monthly in arrears. For one-off hiring of sports facilities, the Hirer will be invoiced following the date of engagement.
- (ii) Any additional equipment use, venue hire or extras to the booking will be included in the subsequent invoice.
- (iii) The Hirer may at any time cancel a hiring by notice in writing to the Commercial Manager. 7 days' notice is required for sports bookings.
- (iv) The Commercial Manager shall be entitled to cancel or terminate a hiring to effect immediate vacation of the premises without notice in writing if the Hirer or any other person fails to observe the Terms and Conditions of Hire or if it appears that there has been an omission from or mis-statement in the Hire Agreement. Such cancellation or termination of a hiring shall not prejudice any rights which the Commercial Manager may have against the Hirer and the Hirer shall not have any right or remedy against the Commercial Manager in respect thereof and shall indemnify the Commercial Manager against all claims which may be made by any person in respect thereof.

(v) In the event that the performance of any of these obligations shall be prevented by an Act of God, industrial action, actions on the part of public authorities or trade unions, civil disturbance or force majeure, both parties shall be released from their obligations hereunder.