

## Terms and Conditions of Hire

1. Saracens Multi-Academy Trust ("the Trust") is committed to making every reasonable effort to ensure the buildings and grounds ("the premises") of Saracens High School (hereafter 'the School') are available for community use. Where there is a conflict between a 'hiring' and a scheduled school event, priority will be given to school events if not otherwise resolvable.
2. The person signing this agreement shall be deemed the "Hirer" or "Lettor". The Hirer must be 18 years of age or older.
3. **Safeguarding:** The Saracens Multi-Academy Trust (the "Trust") is committed to ensure that all out-of-school (OOSS) Hirers that use their premises comply with the Department for Education's (DfE) statutory guidance on 'Keeping Children Safe in Education' (2024) and any subsequent legislation, including the separate guidance on 'After-school clubs, community activities and tuition: safeguarding guidance for providers' (Sept 2023) which details the safeguarding arrangements that schools expect OOSS Hirers to have in place.

It is a requirement of hire that Hirers abide by the Trust's requirements in respect of safeguarding when the Hirer provides OOSS services to children/vulnerable adults, whether they are pupils at the school or others. OOSS are organisations or individuals that provide tuition, training, instruction or activities to children without their parents'/carers' supervision - OOSS are not schools, colleges, registered education settings providing alternative provision, 16-19 academies or Ofsted childcare providers.

It is the responsibility of the OOSS Hirers to ensure that safeguarding measures are in place while hiring out the space for OOSS activities. This includes keeping a record and registers of all staff/volunteers and children/vulnerable adults attending the activity.

The OOSS Hirer shall ensure that only suitable persons, who have passed Enhanced Disclosure and Barring Service (DBS) checks where required, have access to the children and vulnerable adults.

If the school receives an allegation against the Hirer, the school will follow its usual safeguarding procedures for managing allegations (a copy of the SMAT's Child Protection and Safeguarding Policy is available on the school's and SMAT websites).

Any failure from the OOSS Hirer to abide by the safeguarding requirements will result in termination of the agreement.

4. **Child Protection & Safeguarding policy:** The Hirer (if responsible for children/vulnerable adults on the premises) must adopt controls and practices to ensure protection at all times. The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. Where the Hirer does not have a Child Protection and Safeguarding Policy of its own they must contact the Lettings department.
5. Hirers will have access only to the particular room(s) let to them, including the use of washrooms and changing rooms if applicable. In no case is access permitted to any other part of the premises. Changing rooms are clearly marked male or female, please respect and use your designated changing room and washroom especially during busy periods.
6. **Facility use:** The Hirer shall only use the permitted facilities, including the car park, toilet(s), and surrounding areas, for the purposes agreed.
7. **Refuse lettings:** The Trust reserves the right to refuse lettings without right of appeal if they should present the risk of reputational damage to the Trust. Similarly, the Trust retains the right to refuse letting organisations permission to use the name of the Trust on publicity materials even only as location if there is an identified reputational risk to the Trust.
8. Advertising banners and posters are not allowed.

9. The Hirer will pay the damage deposit, if requested, upon signing this agreement to secure the arrangement, by BACS transfer. The deposit will be refunded within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises or contents.
10. Hire Rates are subject to change by the Trust and will be agreed by written communication (email) and then confirmed by invoice.
11. The Hirer will pay the fee agreed in full for each month in advance, unless otherwise agreed. If the agreement is for a 'private hire' or a 'one-off' event, the fee will be paid in advance of the event. If the agreement is for a 'long term hire', the fee will normally be calculated for a period of at least ten hires. A payment schedule for long-term hire will be agreed on an individual basis. If the long-term hire period is altered, this may result in the fee being altered.
12. Payments are to be made to Saracens Multi-Academy Trust by BACS payment, using the details provided on invoices made to Hirers.
13. The agreement and hire rate will be reviewed on at least an annual basis; but in respect of long-term hires, at the end of each term, unless agreed otherwise at the time of the initial booking.
14. Where necessary, additional hire conditions may be issued to The Hirer, depending on the use or specifics of the agreed hire. These special conditions shall form part of the hire agreement and shall be subject to these terms and conditions.
15. **Room booking times:** The facilities are normally available between 5pm and 10pm on weekdays and 9am-10pm on Saturdays and 5pm on Sundays. Bookings required outside of this time will be considered on an individual basis dependent on the proposed use. The premises must be booked for the actual time that they are to be used, and the Trust may include cleaning and set-up time at its discretion. This will be made clear when the booking timetable and fee is agreed.
16. **Vacation of premises:** The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children/vulnerable adults taking part in an activity until they are collected by a responsible adult.
17. The wearing of footwear likely to cause damage to floors is forbidden. No preparations are to be applied to any floors.
18. The kitchen area is unavailable to hire; however, we do allow outside food to be brought in if permission has been granted.
19. **Room capacity:** The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers / performers. The maximum permitted numbers are 100 people in the Sports Hall.
20. **Premises conditions:** At the end of the hire, the Hirer is responsible for leaving the premises and surrounding areas in a clean, tidy, and functional condition, replacing any equipment or furniture in its original position, and keeping the premises secure, unless directed otherwise.
21. **Wi-Fi and Internet acceptable use:** The Hirer will abide with, and will ensure that all users within their hire abide with the Wi-Fi and ICT Acceptable Use Policy and Agreement at all times. Any actions or behaviour exhibited outside of the agreement may result in the Hire being cancelled.
22. **Induction:** The Hirer will be issued with an induction checklist (where such documentation is not provided within the site) providing information about fire safety, accident reporting, code of conduct, rules around signing in and out sheet/register etc. The Hirer must make themselves familiar with this information and ensure they operate within the policies when on the premises.
23. **Key availability:** Hirers with a need to frequently enter and exit the site during their visits may request 1 or 2 key cards to the site. Provision of these key cards is likely, but remains at the discretion of the

Trust. Except in rare circumstances agreed by the Trust, these keys will be provided by a staff member at the start of each site visit and must be returned at the conclusion. The Hirer will read and sign a key holder log if requested.

- 24. Premises attendance:** The Hirer is responsible for making sure that the premises are not left unattended or insecure at any time during or at the end of the hire period. This can be handled by confirming the ongoing presence of the Hirer or Hirer's delegated person (aged 18 or over) with the Caretaker on duty. The Hirer or Hirer's delegated person agrees to be present at all times during the hire and to be responsible for supervision of the premises, its' fabric and contents; the care of those using the premises under their hire; the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements.
- 25. Disabled parking:** The Hirer shall be respectful of the allocated disabled parking spaces and ensure that they are utilised by blue badge holders only.
- 26. Health and Safety:** No activity that might constitute a risk to Health and Safety, the premises or its surroundings shall be carried out. Where appropriate an up to date risk assessment will be provided by the Hirer including confirmation of a qualified First Aider in attendance at all times and suitable first aid equipment. Hirers are made aware of the Trust's Health and Safety Policy and will have responsibility for complying with it.
- 27. Smoking:** Smoking in all parts of the premises (including the toilet and changing room areas) is strictly forbidden. This includes e-cigarettes and vapes.
- 28. Injuries and equipment failure:** The Hirer must report all accidents involving injury to the public and near misses to the Caretaker on duty as soon as possible. Any failure of equipment that either belongs to the premises or has been brought in by the Hirer must also be reported as soon as possible
- 29. Events licence:** If the Trust agrees to hire the premises for a licensable event, it will be the Hirers responsibility to apply for a Temporary Events Notice (TEN). A TEN is required if you wish to hold an event, involving less than 500 people, at which one or more licensable activities will take place, such as serving or selling alcohol, providing late-night refreshments, or putting on regulated entertainment.
- 30. Licences and copyright:** The Hirer is responsible for covering additional licences, including but not limited to copyright or sync licences, as needed for their functions. The Hirer agrees to indemnify the Trust against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement. The Hirer is reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances.
- 31. Alcohol:** The Hirer will not allow the consumption, serving or selling of alcohol on the premises, except as permitted both by the terms and conditions outlined elsewhere and with specific permission of the Trust.
- 32. Disruption:** The Hirer shall ensure that neighbours are not disturbed by the letting and that violent or criminal behaviour is not tolerated. If specific permission has been granted relating to alcohol (see Point 31) care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises.
- 33. Sound:** Amplified sound must be contained within the building and the Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- 34. Alterations to the site:** The Hirer, and those using the facilities in their charge, must not make any alterations or additions including attaching anything to the walls, floors, ceilings or IT without prior written permission from the Trust, nor must they in any way damage any part of the building, furniture, equipment etc. If any permission is granted, the Hirer must remove all articles at the end of the hiring

unless otherwise agreed. Any unauthorised articles left on the premises will be disposed of. The Hirer will make good to the satisfaction of the Trust, any damage caused by such installation and removal.

**35. Damage to property:** The Trust reserves the right to charge the Hirer for any loss or damage caused to the premises or equipment therein.

**36. Loss of property:** The Trust will not be responsible or liable for, or in respect of, any damage to or loss of any property placed or left in the premises, including property stored in the shared storage areas. Property left in the storage areas must be by prior agreement, and only agreed items may be stored.

**37. Prohibited items:** No naked flames, in the form of candles, gas cookers, incense burners etc. are permitted on the premises. The Hirer shall ensure that no unauthorised heating appliances shall be brought onto the premises. Portable Liquefied Propane Gas (LPG) heating appliances will not be used. No highly flammable substances shall be brought into, or used on, the premises. No latex materials, including balloons, may be brought onto the premises. No peanuts are permitted on site.

**38. Electrical equipment:** All electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Trust Board disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

**39. Fire safety awareness:**

- a. The Hirer must make themselves aware of the fire safety procedure and is responsible for ensuring that all aspects of the procedure are adhered to.
- b. The Hirer should familiarise themselves with the emergency exits and the position of the alarm call points in the areas hired.
- c. The Hirer is responsible for ensuring that all fire exits and routes are free from obstructions; there are no obvious fire hazards or tripping or slipping hazards.
- d. Anyone discovering an outbreak of fire or any other such emergency should sound the nearest fire alarm immediately by pushing the glass on a call point.
- e. In the event of a fire emergency, the Hirer is responsible for alerting the emergency services (and if possible, confirm the location of the fire) and evacuating the building immediately by the designated route if possible (displayed in the hired area).

**40. Assembly Point:**

- a. The assembly point will be the Multi-Use Gaming Area "MUGA" between the Sports Hall and school building.
- b. Once at the assembly point the Caretaker on duty will come to the Hirer/club organiser as soon as possible and let the Hirer know when it is safe to return or what action needs to be taken.
- c. The Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Fire Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/ Caretaker on duty must be informed immediately.
- d. If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building.
- e. False alarm procedure: Even if found immediately that the alarm is false all Hirers/attendees must proceed to the MUGA area as though the alarm is genuine. This is to avoid confusion and possible accidents, caused by people pressing back into the school building/s at the same time as others may still be trying to get out.

- f. In the case of a drill, or false alarm, permission to re-enter the building is given by the Caretaker on duty.
- g. Circumstances will dictate as to whether fire-fighting operations should be attempted; the important thing is that **FIREFIGHTING MUST ALWAYS BE SECONDARY TO LIFE SAFETY.**

Fire extinguishers may be used for use on a small waste bin sized fire, by those trained in how to operate extinguishers and who are confident they can use them without putting themselves or others at risk.

#### **41. Indemnity and Insurance:**

- a. Lettings are made on the agreement that the Trust is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the School/Trust.
- b. The Hirer shall provide suitable information that they have their own public liability insurance against claims arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer. For any entertainment providers or other parties brought in by Hirers during the hire, they must also provide copies of the public liability insurance. No booking will be confirmed until proof of insurance cover has been provided.

The suitability of such insurance shall be checked by the CFOO.

- c. Unless specifically agreed by the Trust, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.
- d. Where the Hirer has taken out additional insurance, then to the degree of overlapping coverage, the additional insurance must be drawn on first.
- e. The Trust shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

**42. Negligence:** The School is insured against any claims arising out of its own negligence, so far as is permitted by law.

**43. Behaviour:** The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the Trust's premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

**44. Refunds:** Refunds will only be given in exceptional circumstances, and requests should be made in writing (email) to the Finance Officer, Saracens Multi-Academy Trust, Corner Mead, London NW9 4AS

#### **45. Charges and cancellations:**

- a. Charges are always specified in writing to the Hirer including any review arrangements.
- b. The Trust may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.
- c. The letting may be cancelled by the Hirer, provided that in each circumstance at least one month's notice is given. Cancellations made less than one month before the event date will be charged in full.

- d. For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: over 7 days' notice, no cancellation charge, 72 – 168 hours, 50% charge and less than 72 hours, 100% charge.
  - e. The Trust may cancel a letting giving 14 days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a Trust activity necessitate the cancellation of an event with less than 14 days' notice, the Trust may at its sole discretion offer an alternative date to hire or issue a full refund.
  - f. The Trust may also cancel a letting on no notice in the event of the Hirer damaging the site, committing any illegal or unlawful activity, harming the Trust's reputation or a material breach of the terms and conditions. In this event, all fees associated with bookings more than 14 days away will be refunded (excepting damage costs retained). Fees associated with bookings less than 14 days away will be refunded at the discretion of the CFOO.
  - g. The Trust will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Trust of the letting or any interruption or curtailment of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the Trust). The decision of the Trust as to whether a letting should be cancelled shall be binding on the Hirer.
  - h. Notification of any cancellation shall be in writing by email.
  - i. Where the premises are not left in their original condition, the Hirer will be responsible for paying any costs associated with full re-instatement.
  - j. In the event of government-imposed restrictions that make a booking impossible to either host (by the Trust) or to legally attend (by the Hirer and attending members), then a credit for a future re-booking will be provided. Where said restrictions merely make an event difficult to attend, then whether such disruption is sufficient to provide a credit will be at the discretion of the CFOO.
- 46. Sub-letting:** The Hirer shall not sub-let the premises, underlet or share possession with any other parties.
- 47. Right of Access:** The Trust reserves the right of access to the premises during the hiring. The Site Team may monitor hiring activities from time to time.
- 48. Selling goods:** The Hirer shall, if selling goods on the premises, comply with trading laws and any code of practice used in connection with such sales. Sales of items must be specifically made clear as part of any booking request.
- 49. Occupation:** This hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation to the Hirer.