

Terms & Conditions of Hire The NSB Trust

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Agreement	means the agreement for the hire of School Premises/Facilities entered into between the School and the Hirer;
Sports Lettings Supervisor	means the nominated representative of the School or any person duly authorised by the head teacher to act on his behalf with regard to the Agreement;
VAT	value added tax chargeable under English law for the time being and any similar additional tax.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions of Hire.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted assigns.

1.4. The schedules form part of these Conditions of Hire. Any reference to these Conditions of Hire includes the schedules.

1.5. Words in the singular shall include the plural and vice versa.

1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7. Where the words include(s), including or in particular are used in these Conditions of Hire, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. Applications for Hire of the Premises/Facilities

2.1. No person under the age of 18 years will be accepted as a Hirer.

2.2. Applications for hire of the Premises/Facilities must be made to the Lettings Co-ordinator at least one calendar month prior to the date of use.

2.3. Applications for hire of the Premises/Facilities shall be treated equally, in line with the School's equal opportunities policy;

2.4. The School shall have the right to refuse any application for use of the Premises/Facilities. The School must be assured that the purpose of the Premises/Facilities hire will not result in controversy, disrepute, legal action or disorderly behaviours.

3. Facilities

- 3.1. Use of the Premises/Facilities only includes use of the areas expressly agreed by the School in the Agreement.
- 3.2. The School will make available such chairs and tables as are referred to in the Agreement. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and returned to the original layout at the end of the period of hire.
- 3.3. Should a "hired" room be unavailable a suitable alternative will be offered.
- 3.4. The School's responsibility during the period of hire is set out in Part A of Schedule 1.
- 3.5. The Hirer's responsibilities during the period of hire are set out in Part B of Schedule 1.

4. Hire Charges

- 4.1. Hire Charges for the Premises/Facilities are as specified in these Conditions of Hire at schedule 2 and may be revised by the School from time to time.
- 4.2. The School may, at its discretion request an advance deposit to be paid in full to the School on entering into the Agreement as security for the Hirer complying with their obligations under the Agreement. Such sum will be refunded to the Hirer on expiration of the period of hire if all obligations have been complied with.
- 4.3. Letting invoices will be raised 4 weeks in advance of the hire where possible.
- 4.4. Letting fees must be paid to the School no later than 30 days from the date of invoice issued by the School to the Hirer.
- 4.5. All charges are reviewed annually by the School at the commencement of the new financial year. Any changes will be notified to the Hirer in writing.

5. Cancellation by the Hirer

- 5.1. If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give written notice to that effect to the Lettings Co-ordinator.
- 5.2. Charges in accordance with the following scale will be made for any cancellation:-
 - 5.2.1. between 2 months and not less than 4 weeks before the period of hire – deposit retained
 - 5.2.2. less than 4 weeks before the period of hire – hiring fee to be paid in full.

6. Cancellation by the School

- 6.1. The School may cancel the Agreement up to 14 days prior to the period of hire if the Premises/Facilities are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any deposit paid, but shall not otherwise be liable to the Hirer.
- 6.2. The School will not accept responsibility for any loss, or other expenses, howsoever incurred by the Hirer, in the event of cancellation by the School of the letting as a result of circumstances beyond its control or if the Premises or Facilities to be hired are unsuitable (i.e. pitches being unsuitable for play as a result of weather conditions (including without prejudice to the generality of the same, industrial action, by its

employees or others, fuel shortage, failure of gas /electric supply). The decision of the School as to whether a letting should be cancelled is binding on the Hirer.

6.3.The School may cancel the Agreement at any time before or during the period of hire if:

6.3.1. the Hirer fails to comply with any of the terms of the Agreement; or 3

6.3.2. details of any particulars referred to in the Agreement have not been supplied as required, or if supplied, are not approved by the School. In the event of such a cancellation no refund of any deposit will be made to the Hirer and the School will not be liable to the Hirer in any respect.

6.4.If the School is closed due to poor weather conditions and hiring of the

Premises/Facilities cannot take place, this will be published on the School's website.

6.5.The school may need to change the start time of lettings due to extra-curricular activities need for the space.

7. Late Payment

If payment of any invoice is not received within the timescales set out at clause 4.4, the School reserves the right to charge a one-time late payment fee of £10.00. For every additional full day the invoice remains overdue, we reserve the right to charge 2% of the outstanding net amount daily. In addition, the School reserves the right to request full payment in advance if previous invoices have not been paid within the contractual 30 day period. Hirers will be notified of this by letter before the commencement of the period of hire.

8. Use of the Premises/Facilities

During the period of hire, the Hirer shall ensure that:-

8.1.no part of the Premises/Facilities are used for any purpose other than that described in the Agreement;

8.2.the Premises/Facilities fittings, fixtures and furniture at the Premises/Facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear;

8.3.no part of the Premises/Facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance;

8.4.no animal is brought into the Premises/Facilities or allowed to enter the Premises/Facilities without prior consent of the School (except guide dogs for the blind or hearing dogs for the deaf);

8.5.the Premises/Facilities or any part of the Premises/Facilities are not sub-hired;

8.6.all users of the Premises/Facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the School;

8.7.the Hirer will leave the Premises/Facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the Hirer's use of the Premises/Facilities, or the School has had to dispose of excessive waste, the School will invoice the Hirer for the all cleaning costs/waste removal incurred. The Hirer will be required to pay the invoice within 7 days.

9. Maximum Capacities

It is the Hirer's responsibility to ensure that maximum capacities, as stated by the School, for the Premises/Facilities are not exceeded. Maximum capacities as stated, shall include all persons attending or present at the Premises/Facilities including (but not limited to) any supervisors, those participating in activities, parents and members of the public.

10. Supervision

During the period of hire the Hirer is to be responsible for the effective supervision of those attending or present at the Premises/Facilities including:-

- 10.1.the effective control of pupils/all persons the orderly and safe admission and departure of persons to and from the Premises/Facilities
- 10.2.the safety of the Premises/Facilities and
- 10.3.the contents of the Premises/Facilities supervision of car parking arrangements so as to avoid obstruction of the highway.
- 10.4.The Hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and expel any person acting in a disorderly manner, or disobeying School or Hirer instructions. In default, the School may expel such persons.
- 10.5.The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises/Facilities and that no person shall trespass on parts of any School Premises/Facilities not included in the hiring.

11. Safety Requirements

During the period of hire, the Hirer shall ensure that:-

- 11.1.they are fully familiar with the School's First Aid/Fire Safety/Emergency Procedure policies, information of which shall be provided by the Sports Facilities Supervisor/Theatre Manager/Estate Staff (relevant to whichever facility is hired). The Hirer is expected to take all reasonable steps to ensure that all persons using the Premises/Facilities by virtue of the Agreement are also familiar with this information;
- 11.2.fire-fighting apparatus at the Premises/Facilities is kept in its proper place and is only used for its intended purposes;
- 11.3.one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the Sports Lettings Supervisor/Theatre Manager/Estate Staff (whichever relevant) and/or the emergency services may be contacted;
- 11.4.any safety issues, however slight, or outbreak of fire are reported immediately to the Sports Lettings Supervisor/Theatre Manager/Estate Staff (whichever relevant) and if necessary activate the fire alarm system;
- 11.5.no obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times;
- 11.6.no performances or use takes place which could involve danger to the public;
- 11.7 for safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the School, which must not be of a combustible nature;
- 11.8 no highly flammable substances are brought onto or used in any part of the Premises/Facilities;

- 11.9 no smoke machines/pyrotechnics are used other than those supplied and operated by designated staff;
- 11.10 no additional heating appliances are brought into and used on the Premises/Facilities;
- 11.11 any accidents or damage which shall be reported to the Sports or Lettings Supervisor/Theatre Manager/Estate Staff (whichever relevant) before the Hirer leaves the Premises/Facilities; and
- 11.12 the Hirer is responsible for security at the Premises/Facilities during the period of hire.

12. Lighting and Electrical Safety

During the period of hire, the Hirer shall ensure that:

- 12.1.no lighting, heating, power or other electrical fittings or appliances in the Premises/Facilities are altered, moved, or in any way interfered with; and
- 12.2.no additional lights or extensions brought onto and used on the Premises/Facilities (without prior written permission of the School).

13. First Aid

The Hirer shall ensure that a person with appropriate First Aid skills is present at the Premises/Facilities during the period of hire. The Hirer must ensure that a suitable First Aid kit is provided for use by such person during the period of hire. In the event of First Aid being administered, a written report will be forwarded to the School. The report must contain the name, address, type of injury, First Aid administered and the reason/cause of the injury.

14. Alterations, Advertising and Care of Premises/Facilities

- 14.1.If the Hirer is going to advertise an event in advance, the Hirer will submit to the School for approval, a draft of any poster or advert relating to the event and comply with all requirements that the School may reasonably impose in relation to content/publication. It is the responsibility of the Hirer to ensure that the law is not broken.
- 14.2.The Hirer is to take good care of and not cause any damage to the Premises/Facilities fittings/equipment. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises/Facilities.
- 14.3.No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises/Facilities by the Hirer nor shall any placards or other articles be fixed to any part of the Premises/Facilities.
- 14.4.No advertisements of any type are to be displayed inside or outside of the Premises/Facilities by the Hirer without the prior approval of the School.
- 14.5.No alterations shall be made to the Premises/Facilities by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the School.

14.6. The Gymnasium and hall floors are used by children for physical education and no substance is to be applied to the floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the Premises/Facilities.

15. Food, Refreshments and the Sale of Goods

15.1. The Hirer may not sell or allow to be sold on the Premises/Facilities any food, refreshments or goods without first obtaining the written consent of the School.

15.2. The Hirer must, if selling food, refreshments or goods on the Premises/Facilities, comply with all relevant legislation.

16. Prevention of Nuisance

16.1. The Hirer must ensure that any music played or provided at the Premises/Facilities, or noise levels from functions or activities taking place on the Premises/Facilities, do not cause a nuisance either within the School or to surrounding Premises/Facilities or any nearby residential accommodation.

16.2. The Hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the School and must not obstruct or delay access to the School by emergency vehicles.

16.3. The Hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also that undue noise is not caused on arrival or departure.

16.4. The Hirer shall comply with any requirements of the School with regard to parking of vehicles.

17. Statutory Requirements

17.1. The Hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises/Facilities.

17.2. The Hirer shall comply with all conditions and regulations made in respect of the Premises/Facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.

17.3. The Hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings Co-ordinator 7 days in advance of the period of hire.

18. Equal Opportunities

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises/Facilities.

19. Copyright and other Licences and Permissions

- 19.1. In the use of the Premises/Facilities, the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.
- 19.2. Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.
- 19.3. The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.
- 19.4. The School reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

20. Gambling

Nothing shall be done in the Premises/Facilities or at the School by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

21. Intoxicating Liquor

- 21.1. During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises/Facilities without the prior express permission in writing of the Lettings Co-ordinator.
- 21.2. No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Lettings Co-ordinator.

22. Smoking

The Hirer is advised that smoking is not permitted anywhere on the Premises/Facilities, or immediately outside the School Premises/Facilities and shall ensure that his patrons comply with this requirement.

23. Hours of Use

The Agreement does not entitle the Hirer to use or enter the Premises/Facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the School.

24. Storage

No goods or equipment shall be left at or stored on the Premises/Facilities without the prior agreement in writing of the School where charges will be applied.

25. Rights of Entry

Throughout the period of hire the right of entry to the Premises/Facilities is reserved to any duly authorised officers or employees of the School, their agents or contractors and any emergency service.

26. Expiration of Hire period

- 26.1. At the expiration of the hire period the Hirer shall ensure that all those attending and present leave the Premises/Facilities.
- 26.2. The Hirer must ensure that the Premises/Facilities are left in a clean and orderly state, free of litter. All equipment of the Hirer must be removed. If the Hirer fails to do so, the School will be entitled to charge the Hirer for the costs of any necessary work required.

27. Injury to Persons and Damage to Property

- 27.1. The School will not be liable for the death or injury of a person attending the Premises/Facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death or injury is due to the negligence of the School.
- 27.2. The School will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the Premises/Facilities either by the Hirer for his own purposes or by any other person.
- 27.3. The School will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the School which may cause the Premises/Facilities to be temporarily closed or the hiring to be interrupted or cancelled.

28. Insurance and Indemnity

28.1. It is a requirement that all Hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises/Facilities by the Hirer.

28.2. The Hirer may be required to produce the current insurance certificate prior to the hiring.

28.3. The Hirer will indemnify the School against any damage, theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the Premises/Facilities by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises/Facilities which is damaged, destroyed, stolen or removed as a result of the hire of the Premises/Facilities by the Hirer. The evidence of the School as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

29. Lost Property

The School will not accept responsibility for any items that are left on the Premises/Facilities after a period of hire. The School will keep the items for 7 days and then the items will be disposed of.

30. Safeguarding

30.1. The School is committed to safeguarding and promoting the welfare of children.

30.2. The Hirer will ensure that all persons instructing or participating in events where young people under the age of 18 are present have an Enhanced Disclosure and Barring Service check. The School may postpone or cancel a booking, without prejudice and at no cost to the School, if an adult in charge of the booking does not produce the appropriate documentation. The School may accept Disclosure and Barring Service checks made through other organisations.

31. Users

31.1. Any organisation taking a letting on the facility is responsible and accountable for the behaviour of players, coaches, parents and spectators associated with their organisation. In short, any person on the school site because this letting is in effect.

31.2. Users are to be made aware that the school grounds are a non-smoking environment.

31.3. Users are also to be made aware that the school has a 'no dogs' policy in operation, to protect students and users from the possible risks of toxigenic bacteria.

31.4. Users are required to leave the letting space promptly as another group may follow or proceed with their letting.

32. Parking

32.1.NSB specific parking is provided in the Cripps Hall / ON's car park opposite the school. There is limited parking for the sports facility outside the sports hall, quad car park adjacent to the access lane to the side of the school and also parking is available at the front of the school.

32.1.1. Cars parking in the sports hall car park must use the spaces provided, whilst avoiding the access points marked in yellow. Under no circumstances can cars visiting this area spill over onto the grassed areas.

32.1.2. The Quad is located on the right hand side at the top of the access drive. Cars parking in the Quad must not block the emergency vehicle 'clearway', which will be marked in red on the tarmac.

32.2.NS specific parking, there is sufficient parking on site for all sporting and performances, should the car park be full, please park considerately in local residential areas streets.

SCHEDULE 1

PART A - RESPONSIBILITIES OF THE SCHOOL

To provide facilities as agreed. The service includes:

1. Providing clean and tidy rooms
2. Providing use of a telephone for emergency calls only.
3. Providing site team staff to assist with issues that may arise relating to the condition and function of the leased rooms.
4. Providing heating, hot water and lighting within the building and lit external access if needed.
5. Providing toilet and hand washing facilities.
5. Conforming to legislation and the School's requirements that relate to Health and Safety and Equal Opportunities policies.

PART B - RESPONSIBILITIES OF THE HIRER

To leave rooms and facilities in the condition in which they were found:

1. Furniture in a tidy state, where furniture has been moved, it must be replaced to the original positions.
2. Whiteboards clean.
3. Equipment turned off (unless requested to leave on).
4. Classroom lights turned off and windows shut.
5. Not to allow food and drink to be brought into classrooms.
6. Not to allow smoking on the Premises/Facilities.
7. To bring own pens, paper, materials etc.
8. Ensuring that no damage is done to the fabric of the building, the furniture and any classroom displays, equipment or work.
9. Ensure that all rooms are cleaned after use.
10. To ensure that all persons are supervised whilst on the School Premises/Facilities.
11. To follow the evacuation plan in the event of an emergency.
12. To report any damage whether wilful or accidental, to the site team staff so that repairs may be effected to ensure rooms are available for School use.
13. Not to use the Premises/Facilities for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.
14. To be responsible for complying with legal requirements on admission of persons to the Premises/Facilities during the letting and for obtaining any necessary licences and consents not covered by those obtained by the School.
15. To undertake to indemnify the School against all losses, claims, demands, actions, proceedings, damages or costs arising in any way from the letting or by breach of any conditions of letting by the hirer.
16. Maintain good liaison with the School by informing the site team staff and/or Lettings Coordinator or Director of Sport as soon as possible when there are changes to facility requirements
17. Ensure the Premises/Facilities are secure and that the School Representative is informed when the area is vacated and ready to be locked and alarmed.

Artificial Football Pitch / All Weather Pitch (3G)

Conditions of Use

The following information is intended to act as a guideline for lettings use of the All Weather Pitch facility (referred to hereafter as the AWP) by any and all external users.

The terms stated here are in conjunction with the standard Terms and Conditions of Hire, these terms are specific to the AWP

1. Changing

- 1.1. Users are asked to respect the changing areas and use litter bins as provided.
- 1.2. Players may wear their training footwear in the changing areas, if clean.
- 1.3. Players / coaches are to use the tarmac pathways to move from the changing areas to the playing areas.

2. Letting Timings

- 2.1. Users are reminded that their letting may follow or precede other lettings on the pitch.
- 2.2. Groups are not to enter the playing area inside the fence line, whilst other groups are on the surface unless half pitch has been booked.
- 2.3. All groups have a duty to leave the playing area on time at the end of their letting.

3. Entering the playing Area

- 3.1. All players / coaches are requested to enter the facility through the players entrance.
- 3.2. Users are requested to clean footwear of any mud, using the boot scrapes provided at the players entrance, before entering the playing area.
- 3.3. Users are requested to briefly scrape boots upon exit to limit the amount of crumb taken back into the changing areas.

4. Footwear

- 4.1. All forms of metal studs are prohibited on the carpeted area.
- 4.2. It is absolutely essential that this point is observed and enforced by the organisation taking the letting.
- 4.3. If another team is visiting the facility for a competitive match, the lettee will inform the visitors prior to the fixture of the footwear requirements.
- 4.4. Players and staff who enter the playing surface are permitted to wear moulded studs, plastic blades, plastic studs or trainers.

5. Accidents / Injuries

- 5.1. Sports Lettings Supervisor/Theatre Manager is responsible for recording accidents and injuries which occur to visitors during sports lettings. As such, all injuries significant enough to warrant reporting should be recorded on the time of the letting.
- 5.2. If any letting requires emergency services, lettees are instructed to call Site staff for support immediately.

6. Goals

- 6.1.All goals are integra-weighted, there is no need to use additional weights.
- 6.2.The goals must be moved in an appropriate manner. Dragging them across the surface will damage the carpet.
- 6.3.Side goals can be moved to and from the side lines by simply lifting the front end using the handles provided at the base of the posts and walking the goal forward or back. There is no need to 'drop' the wheels over shorter distances, but users should have a third person pulling the net on transit to avoid the net being caught in the roller as the goal is moved.
- 6.4.Main goals are moved using the wheels, which pop down using the red handled leavers.
- 6.5.If a lettings group move any goals for their training session, they must return them after the session ends to the appropriate area of the facility.
- 6.6.The folding metal 9 v 9 goals are not to be used by lettings groups.

7. Team Shelters

- 7.1.Where provided, users are asked to ensure their players do not kick balls into or around the team shelter areas, as a direct hit to the Perspex side of the shelter could cause it to shatter.

8. Playing Equipment

- 8.1.The school will provide pitch, goals, flags and team shelters.
- 8.2.The understanding is that all lettees will supply their own additional training / playing equipment, in the form of balls, bibs, cones and such.
- 8.3.Any training aid that would ordinarily be driven into a grass surface using metal spikes, such as slalom poles or passing gates, are strictly forbidden. Unless used with an appropriate plastic base.

Confirmation Statement

Please select the space requested for hire:

Any additional spaces requested for hire

I have read and understood the Terms and Conditions in this document

If applicable, I have sent DBS information for relevant personnel involved with the hire to the Lettings administrator and

NSB Trust HR Department: hr@nsb.northants.sch.uk

Name (Full)

Organisation:

Date: