

# Venue and Lettings Agreement September 2023-25



It is essential that all sections of the application form are completed and that these terms and conditions of hire and indemnity clauses read and signed prior to any event being authorised to take place. Please ensure that pages 1, 14, appendix A, B and D are uploaded to your client area within your account of the Booking Plus Platform. As part of this agreement you have received an email from booking plus, where all your account information, bookings and payments can be made.

This Venue and Lettings AGREEMENT is made by the Lionheart Educational Trust, of the one

part and:	
of	
Representing	
("the HIRER") of the other part whereby) Lionhear the Hirer of the facilities detailed on the attached s	· ·
Nameon	
Between the hours offor the purpose of	and
On the terms and conditions following:	

# Principles applying to Venue Hire Throughout this Lettings Agreement

- 1. The person signing this agreement must be over 18 years of age. If not, the Hirer must be authorised to contract on behalf of the Hirer to use the venue on the date and at the times specified above and in default of such authorisation shall be personally liable therefore.
- 2. These terms and conditions apply to all schools in the Lionheart Educational Trust family. It is essential that all sections of the application form are completed and that these terms and conditions of hire and indemnity clauses read and signed.
- 3. The person signing this agreement must be over 18 years of age. If not, the Hirer must be authorised to contract on behalf of the Hirer to use the Premises on the date and at the times specified above and in default of such authorisation shall be personally liable therefore
- **4.** The core work of any school is the teaching and learning of its pupils. Where there is a school event in the evenings, this will always be consulted on with the group leader prior to any long-term booking, as in all cases the school will take priority, but other

- arrangements will be discussed to try to accommodate the booking during this period.
- 5. The school sites will be opened to allow for venue hire to take place where the inescapable charges have been allocated within the hire charge of the facilities. The pricing has been arranged so that they are fair, transparent, initially flexible and not least, sustainable. The inescapable running costs that comes with holding any such event and will be recovered in full Hire charges are assessed on the information received when the booking is made. If any part of the premises is occupied in excess of the dispersal time the charge for this excess time will be at the current rate of hire. The period of hire includes preparation and clearing up time. Should it be the case that the terms of the booking are altered, deductions will be made from the security deposit or a further invoice will be issued to the hirer/client/company.
- 6. The Trust has a responsibility to ensure statutory duties and best practice principles are applied to all activities taking place in its school venues, including all the grounds associate, all weather pitches and sports facilities. It is a condition of the venue hire that the Hirer's liabilities are covered by a special events insurance with the Trusts suggested insurance company or an equivalent insurance company. This should also include public liability insurance cover. This should provide as a minimum cover in respect of public liability (minimum of £5,000,000), loss or damage to equipment or premises by fire or explosion or caused through negligence of the hirer or persons attending the function for which the hiring is to take place. Appendix B. Bookings for 18<sup>th</sup>/21<sup>st</sup> birthday "Stag" or "Hen" parties are not accepted.
- 7. The Hirer shall obtain and present a copy to a member of the school staff for inspection at the time of payment of the hire fee any license, insurance certificate, permit or permission required in respect of any activity, which the Hirer intends shall take place on the Premises during the period of the hire. The hirer will then upload all necessary paperwork to their booking account within the booking platform of the Lionheart Educational Trust. The Hirer shall have any necessary license, permit or permission available for inspection on the premises by a member of school staff or any authorised person throughout the period of hire.
- **8.** The Trust is mindful of the reputational risks relating to any activity that takes place within its schools. Lionheart Educational Trust reserve the right to cancel this Agreement for any of the following reasons associated to the hire of the facilities:
  - **8.1** If reasons beyond its control make the venue unavailable.
  - **8.2** If in its opinion the presence and the hire of the venue of the person(s) or organisation for whose purpose the facilities are hired might be the cause of disorder on or within the vicinity of the school/college.
  - 8.3 Might reasonably be held to be damaging to the reputation of the Lionheart Educational Trust school/College. Regardless of the stated reason for hiring the facilities, for this reason the Lionheart Educational Trust may cancel any hiring if in their opinion the organisation for which the facilities are hired as racist intent or policies, regardless of the stated reason for hiring the facilities. In such event, The Trust has a statutory duty to ensure that equality principles and British Values underpin all activities taking place on its school facilities

and will err on the side of caution if, for any reason, it feels that the activities of a Hirer or potential Hirer will undermine these values.

Lionheart Educational Trust shall incur no liability to the Hirer whatsoever, other than the return of any fee or deposit paid by them in respect of such cancelled engagement subject to agreement clause 39-39, cancellations

- 9. The Hirer undertakes to indemnify any of the schools within the Lionheart Educational Trust against the consequences of any activity undertaken without the Hirer being in possession of the relevant license, insurance certificate permit or permission and against any contravention of any statute, bylaw or regulation governing any such activity.
- 10. The Trust has a statutory responsibility to ensure that all under 18s and vulnerable adults are safeguarded through effective policies and practices, DBS checks, insurance etc. This is the responsibility of the hirer to ensure that all policies and procedures are taken very seriously and are in place throughout the term of any venue hire. A copy of the safeguarding policy for the group will be uploaded to the booking system platform within the clients account, which will include the DSL. Bookings will be cancelled if for any reason the Lionheart Educational Trust feels that children or vulnerable adults are at risk and actions are not being taken to immediately rectify the situation. See Clause 34 to 39 of this agreement.

## **Booking process**

**11.** Booking enquiries can be made by telephone, the booking platform on the Lionheart Educational Trust website or by email to the Enterprise Team or the individual schools in which the enquiry relates to.

#### The Hirer shall

- 11.1 The Hirer shall pay at the time of signing this Agreement a booking deposit of 20% of the total hire charge not including the security deposit (where this is applicable). The deposit is non-refundable except as provided for by Clauses 8 & 40 of this Agreement.
- 11.2 Pay a security deposit against damages, cleaning costs and any other costs for which the hirer becomes liable under any clause of this agreement, such amounts not being limited to the amount of the security deposit. Such security deposit shall be calculated with regard to the number of people attending the function and the nature of the function subject to a minimum-security deposit of £500. A refundable security deposit is requested for all large events. This deposit acts as a security in the event of additional costs being incurred that were not previously accounted for in the original quote.
- 11.3 During the period of the hire, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the Premises. The hirer shall indemnify the school for any claims arising from accidents,

whether fatal or otherwise, to any employee or agent of the Lionheart Educational Trust. Also, to any member of the public or any third party caused as a result of the hiring, except where due to the negligence of the appropriate school within the Lionheart Educational Trust, its servants or agents. The hirer will also produce a risk assessment for their hire/activity, that should be uploaded within the client area of the booking system, prior to any event taking place

11.4 The value of this security deposit is indicated on the attached schedule. The individual school that the venue hire relates to shall refund the amount of the deposit to the Hirer less any amount deducted under the provision of any clause in this agreement within the one month of hire. Instances which may result in the loss of part or all of your security deposit, along with invoices being forwarded for any monies outstanding thereafter, are detailed below. This list is by no means exhaustive and remains at the discretion of the school:

Excessive cleaning required, over and above that already charged, will be deducted from the deposit.

- Extension to time of either side of the official booking should it be the
  case that the hire of any facility exceeds the period noted on the
  Booking Confirmation, appendix C, the school reserves the right to
  levy the applicable hourly rate for each period of 30 minutes, or part
  thereof, after which the actual period of hire extends either side of the
  official booking times.
- Any damage that is caused to the Premises or the equipment or facilities which arises from the hiring of the venues other than that arising from a negligent act or omission of the school, Lionheart Educational Trust staff, servants or agents. All damage will be made good at the Hirer's sole expense and the Hirer shall be deemed to have undertaken to pay the cost of such reparation by signing this hire agreement and accepting within the booking system platform clients account. Such extra sums as are due to the school for which the venue has been hired under this clause shall be deducted from the deposit paid by the Hirer. If the deposit is not sufficient to cover the cost the Hirer agrees to pay the remainder within 14 days of the hire date.
- 11.5 Single Bookings -The Hirer agrees to pay the venue hire fee, the security deposit and the insurance premium (direct to Event Insurance) or equivalent insurance company in accordance with any invoices presented to the Hirer by the school within the Lionheart Educational Trust. Full payment should be made within 2 months of receiving an invoice (via the booking system platform booking plus). In the event of a payment not being made subsequent bookings will be cancelled. For bookings made within 2 months of the venue hire, full payment will be required at the time of booking.

- 11.6 The school reserves the right to cancel the venue hire in the event of the Hirer's failure to comply with any part of clause 11.3 and to retain all or part of any part of the hire fee paid in advance of the cancellation.
- 11.7 Regular User Groups/Long term hire bookings wishing to hire the school venue on a regular basis will receive 5% discount for the 2<sup>nd</sup> booking at anyone of the Trust schools
- **11.8 Charity** 5% for any charitable organisation with certified charity proof. The charity certificate will be required to be uploaded to the booking system platform within the clients account.
- 11.9 Partnership Allows football clubs/organisations to become partners with the individual school football and Tennis Centres within the Lionheart Educational Trust. A discount will be applied for the whole seasons play/membership and training. Conditions for this partnership discount would be defined through being an affiliated FA Chartered Club or affiliated to the Tennis Association.
- 11.10 Unusual bookings if the booking is considered by the individual school to be unusual because, for instance, it will involve significant premises support, cover a period of significant hours/days or will have the potential to risk the reputation of the school, the request will be taken to the Head of Enterprise or Enterprise Team for a decision. It is the responsibility of the Hirer to factor in additional time for this, and it should be assumed that the booking is not going ahead until written confirmation has been received and the booking is confirmed through the booking system platform. A bespoke price would be decided by the Enterprise team if it was considered the hire could result in a substantial amount of set up etc
- 11.11 The school reserve the right to take appropriate measures should the attendees at a private function exceed the maximum permitted number as specified in the Responsibilities of the Hirer section. At all times please respect this maximum for Health and Safety reasons and in line with Fire Regulations.
- **11.12** To ensure the security of the site it is not possible for the school to allow Hirers access to keys.

# Responsibilities of any of the Schools within the Lionheart Educational Trust

- **12.** The individual school will:
  - **12.1** Respond in reasonable time to any initial requests for bookings.
  - **12.2** Arrange a viewing of the venue you wish to hire through the Enterprise Team
  - **12.3** We can recommend styling companies for large events and weddings who we trust can deliver, or you are welcome to source your own.
  - **12.4** Notify hirers of unexpected cancellations as soon as possible.
  - **12.5** Attempt to arrange alternative accommodation within the school or alternative School due to any unforeseen circumstances.

- **12.6** Ensure that the premises are open 15 minutes prior to confirmed booking Times.
- **12.7** Support hirers in completing the Health and Safety Confirmation Form and any other documentation that is required for specific bookings.
- **12.8** Provide all goals, nets and posts throughout the facility, which must be returned at the end of each season.
- 12.9 Equipment that is seen as part of the hire, e.g Badminton posts, nets etc will be returned to the store from which it was used. All associated kit e.g. shuttlecock's, table tennis bats, balls etc will be the responsibility of the hirer to bring to site for their organised session. Please ensure that all equipment will be returned to the appropriate store as any loss/damage will be chargeable following your hire.

## **Responsibilities of the Hirer**

#### **General responsibilities**

- 13. The Hirer or their representative must accept the school venue including any kitchen hire from an employee of the Lionheart Educational Trust, having inspected them with him/her and signed to confirm that they have been handed over in good order prior to any large event. Any defects agreed with the school's representative must be described in writing and signed by each party. This will then be uploaded to the clients account within the boking platform.
- **14.** At the conclusion of the large events the Hirer or their representative must again inspect the venue with Lionheart Educational Trust Employee, when a written note shall be made of any damage, if occurred, which was not noted at the beginning of the venue hire.
- **15.** A charge for reasonable cleaning costs shall be included in the hire fee. If the premises are left in such a condition additional cleaning becomes necessary, the hirer shall be liable to the school for the cost of that additional cleaning. Such extra sums that are due to the school under this clause shall be deducted from the security deposit paid (clause 11) by the Hirer. If the deposit is not sufficient to cover the cost the additional cleaning, the Hirer agrees to pay the remainder under clause 11.4.
- 16. The Hirer shall not apply any preparation or any adhesive material to the floors, ceilings or walls of the venue or to any contents, fixtures or fittings thereof, nor shall they use any mechanical fixings for the purpose of attaching any notices, coverings, decorations or any other items to any part of the venue or its contents, fixtures or fittings. No decorations are to be erected without the Hirers having obtained specific permission in writing in advance from a member of the Enterprise Team/school staff during the venue booking or on the day of hire. Alterations to or extensions of lighting, power and heating systems is strictly prohibited at all times.
- **17.** Cars shall park only on authorised hard standing (CAR PARKS) on the school site only and not on neighbouring roads. The Hirer shall nominate 3 or 4 people to

- supervise the parking of cars and coaches in the school grounds for large events. **Please consider our neighbours when arriving and leaving.** Lionheart Educational Trust will not accept liability for any loss or damage to the property of any persons arising out of the use of its school car parks.
- **18.** The Hirer accepts that any property, which is brought on to any one of the school venues within the Lionheart Educational Trust by the Hirer is at the sole risk of the Hirer. Lionheart Educational Trust, servants or agents cannot be held responsible for the loss of personal possessions from any part of the school site and buildings.
- 19. During the period of hire Lionheart Educational Trust, usually a Premises Officer, shall be in attendance as detailed on the attached schedule. This will ensure the safe operation of all school equipment being used by the Hirer or his agents and the security of those parts of the school site and buildings which are and not in use by the Hirer and to represent the interests of Lionheart Educational Trust. The Hirer, his representatives and agents and all members of his party shall co-operate fully with the employees of Lionheart Educational Trust and give them all assistance requested.
- 20. The Hirer is responsible for the supervision of all persons attending the venue for the purpose of the venue hire, whilst they are on the Premises or on any part of the school site and for preserving good order. All children must be closely supervised at all times throughout the function. They are not allowed to wander around inside or outside the building unsupervised. At any function to which members of the public are admitted, the Hirer shall provide an adequate number of stewards who shall be present during the hiring. If any unauthorised person obtains access to the venue the Hirer will immediately ensure the ejection of such persons from the Premises and advise a representative of the school of the incident as soon as possible.
- **21. No children** under the age of 16 are allowed inside the kitchen area during anytime of the hire.
- 22. At any time during the period of hire, a representative of the Lionheart Educational Trust, if they believe that good order is not being maintained, call upon the Hirer or his nominated representatives to restore order. If the school's representative believes that good order cannot be restored, he/she shall use all means, including the assistance of the police, to terminate the function and clear the Premises. In the event of an early closure caused by the breakdown of good order, no part of the hire fee or the security deposit shall be refunded.
- 23. The Hirer shall Not Allow Alcohol to be brought on or consumed in, any part of the school site, including all buildings or grounds where the alcohol has been purchased by the guests. Consumption of alcohol without sale will be permitted subject to prior written consent, and subject to the Enterprise team or school staff member being satisfied that excessive quantities of alcohol will not be made available and that an excessive number of persons will not be attending the function for the purpose of consuming alcohol. A corkage fee will apply. Permission for wine etc at the table will be confirmed in writing by the individual school for any large event, e.g-wedding reception. This will also be added to the FM notes on the booking platform to inform others that all relevant notifications have been given prior to the event.

- 24. Smoking or vaping is not permitted in any of the Lionheart Educational Trust school buildings or grounds. It is a condition of the hire that the Hirer shall ensure that their guests comply with this rule at all times. Anybody found smoking within the building or grounds of the venue hired will be asked to leave by a member of the school staff immediately. If smoking was to persist including vaping, this could lead to the hire being cancelled.
- **25.** All tickets for functions are to be sold beforehand. **No tickets** are to be sold at the door unless prior permission in writing has been given by the Enterprise Team
- **26.** The Hirer **shall not** allow the use of confetti in any part of the grounds or building during wedding functions unless permission has been given in writing during the booking.

#### The Hire Shall:

- **27.** Comply with all the provisions of the Copyright, Designs and Patents Act 1988 or any act superseding or amending the same.
- **28.** Nominate from your group for large events: A Catering Representative, a Cleaning Representative and a Car Parking Representative. Each Representative should be named on the booking form, which must include a contact telephone number during the period of hire.
- **29.** Make sure all amplified music is at a reasonable level throughout the event.
- 30. Comply with all food and COSHH legislation. The preparation of food is only permitted in kitchens and designated areas. Food should only be cooked using cookers supplied within the kitchen. Any appliance brought onto site must be notified to the school and all relevant certificates, safety checks and risk assessments must be carried out and supplied to the school electronically prior to the event-taking place. All relevant documentation for any event will be uploaded to the clients account area within the booking platform. All relevant food hygiene level 2 certificates from the catering team, along with any relevant COSHH certificates, must be uploaded to the clients account within the booking platform. The Hirer will need to provide all cooking pans, utensils, cups, plates, cutlery, dishcloths, tea towels, washing-up liquid and dustbin liners. Any unused food must be removed from the premises and placed into the refuge area, which will be identified during the booking process.
- **31.** Respect the facilities provided, making every effort to conserve energy by switching off unwanted lights or equipment when areas are not in use. They should leave the area tidy. Any rearrangement of furniture or equipment should be restored to its original position if not part of the original booking agreement.
- **32.** Ensure that no animals (including birds) except guide dogs are brought onto the premises other than with the written permission of the school or Enterprise Team.

# Bookings including children, young people or vulnerable adults

- **33.** The safeguarding of children and vulnerable adults is of the highest importance in relation to all bookings.
- **34.** All leaders and helpers of any booking involving children under 18 or vulnerable adults should complete an enhanced DBS check at the relevant level prior to working with the children / vulnerable adults.
- **35.** DBS enhanced certificates should be shown to the school prior to the booking taking place and all relevant dates for these certificates will be uploaded to the clients account for the hire.
- 36. If at any time the Hirer or a member of their group has concerns for the safeguarding or wellbeing of a member of their group they should follow the procedures outlined in their own Child Protection and Safeguarding Policy, which should include their designated safeguarding lead. They should also speak to one of the school's Designated Safeguarding Leaders to ensure that the school is informed in case there is a risk to members of the school community.
- 37. It is the responsibility of the Hirer to ensure that safe systems are in place to ensure that children leave safely, with a responsible adult where appropriate. If at any time the organisation has a concern about school security, safeguarding or health and safety procedures which are putting their children, young people or vulnerable adults at risk, they have a responsibility to highlight this with the Enterprise Team immediately. Please see appendix C

#### **Cancellations**

38. In the event of the Hirer cancelling or postponing the hire of a large event at one of the venues within the Lionheart Academies Trust under this agreement, no refund shall be made to the Hirer unless an alternative hirer hires the venues for the same period and at the same rates as under this agreement. In which case any refunds shall be at the sole discretion of the Enterprise Team and shall always be subject to the following an administration fee:

Less than 14 days' notice
14-21 days' notice
21-30 days' notice
More than 30 days
Full Fee
50% Fee
25% Fee
no charge

**39**. If the school cancels the booking due to bad weather, school use of the room that may sometimes occur (exams, parents' evenings etc.), the hirer of the venue will not be charged for the missed week/s. Alternative rooms will be discussed at the time of booking for long term bookings and additional weeks or alternative dates.

## **Health and Safety Responsibilities of the Hirer**

**40.** All hirers should complete the Health and Safety Confirmation Form prior to the booking taking place.

- 41. In the event of a fire, a continuous pitched sound or bell will be heard. (Dependent on each school site) All users should leave the building immediately and congregate at the Assembly Point. Hirers are asked to follow the directions of school staff on site. Do not re-enter the building until permission has been given. The Hirer has a duty to evacuate the building should a fire alarm sound.
- **42.** The Hirer shall provide the number of people stated in the attached schedule to supervise the evacuation of the Premises during any emergency evacuation, ensuring that all participants in the group/ event are safely evacuated. When the persons at the hiring are children less than fourteen years of age, at least five supervising adults are to be provided by the Hirer for every hundred children; or part thereof and such supervising adults shall be present throughout the duration of the event. The school will provide fire evacuation procedures and a plan which will indicate the method of entrance and exit by normal and emergency exits.
- 43. Under UK legislation all visitors, including hirers and those participating in bookings, have a responsibility for observing the various acts and regulations relating to health and safety and for taking steps to secure their own health and safety. Hirers should ensure that they are familiar with the school's Health and Safety Policy and any other relevant health and safety information provided. A health and Safety Policy along with the school risk assessment will be provided to the hirer from the school staff during the time of booking. All those who use the school venues have a legal obligation to exercise 'due care' in relation to others users.
- **44.** The school reserve the right to take appropriate measures should the attendees at a private function exceed the maximum permitted number as specified in the Responsibilities of the Hirer section. At all times please respect this maximum for Health and Safety reasons and in line with Fire Regulations.
- **45.** Hirers must ensure that emergency exits are illuminated and unobstructed, the details of the procedure for dealing with a fire is understood, and the location of fire extinguishers and a mobile phone/radio for emergency use is known. The Premises Officer / Community Bookings Coordinator will support hirers with this.
- **46.** It is the responsibility of the Hirer to ensure that a register is taken, and is available and used should there be a fire evacuation.
- **47.** Specific arrangements by the event organisers in discussion with the school, should be made to evacuate wheelchair users from the building or to the fire refuge point.
- **48.** Hirers in regards to weekly or Long-term bookings should carry out a practice evacuation of the premises to highlight any causes of concern within the first three weeks of the booking.
- **49.** The Hirer must ensure that a suitably qualified first aider is available to support their booking during the period of the hire, and inform the school if first aid is administered, in order to support the health and safety management of the school, completing an Accident Report Form. Where an accident takes place, which requires the submission of a RIDDOR form, a copy, should be sent to the Enterprise Team immediately. First Aider requirements will be named on the booking confirmation form where required.
- **50.** The Hirer must ensure that the group has access to a mobile phone in case of emergency and that the on-call premises officer number is stored in the phone. Certain venues will supply a radio which should be retuned at the end of the event/hire.

- **51.** Hirers should carry out their own risk assessments for the activities performed, including fire, COSHH and ensure safety of their guests, participants and spectators' is taken into consideration.
- **52.** Organisations where there are in excess of 100 people attending should complete the Human Factor checklist supplied by the community lead at each of the schools or Enterprise team and upload this to their relevant client area before the hire can take place.

## **Use of Catering Facilities for Events**

- 53. Our kitchen facilities at our schools can be included in your wedding package/event, allowing you to choose your own outside caterer, however, we would be delighted to offer our recommendations or provide in-house catering. Please discuss at the time of booking.
- **54.** The Lionheart Educational Trust can provide a catering service at a cost and with reasonable notice. This should be arranged at the time of booking.
- **55.** Bookings do not include access to school kitchens unless this is part of the booking. All Food Hygiene certificates (level 2) for food safety processes and handling of food should be provided by the hirer prior to use and uploaded to the clients account on the booking platform.
- **56. No children** under the age of 16 are allowed inside the kitchen area during anytime of the hire.
- **57.** A food disclaimer must be signed for any food bought onto the premises.
- **58.** The Hirer is responsible for the removal of all rubbish and waste from the kitchen and placed in the bins provided.
- **59.** Food and drink must be consumed in the designated areas only. It must not be consumed in the corridor or toilet areas.
- **60.** Catering companies must supply to the hirer all their current public liability insurance, COSSH (If applicable) and all relevant food certificates prior to the hire taking place. This should then be uploaded by the client onto their account and also presented to the Enterprise Team or community link of the individual school for verification.

## **Sports including All Weather Pitches**

### **Sports Halls**

- **59.** Light soled shoes must be worn at all times. Outdoor footwear is not allowed in the sports hall and should be changed in the changing facilities provided. The use of outdoor footwear in the sports hall causes damage to the surface.
- **60.** No eating or drinking to take place in the sports hall unless by prior agreement with the Enterprise Team. Only water allowed.
- **61.** No chewing gum is allowed in the sports hall / changing rooms.

- **62.** All participants to be dressed in appropriate kit, including safety clothing if applicable, for the sport they are undertaking.
- **63.** The marking of additional lines on the floors/surfaces or walls is prohibited.
- **64.** Due to the high usage of the sports hall, All weather pitch and the tennis courts, for the benefit of all Hirers, we stipulate that you have *FULLY VACATED THE PLAYING SURFACE BY THE END OF YOUR PERIOD OF HIRE*, having removed/replaced all equipment, energy bar wrappers and water bottles

#### **Changing Facilities**

- **65.** No studded boots to be worn inside the changing rooms or sports hall corridor at any of the school sites. This is to protect the flooring in both areas. Please remove outside before entering the building.
- **66.** The Hirer is responsible for ensuring that the changing rooms (if used) are left in a fit and proper condition for the next hirer.

#### **Outdoor Sports pitches and Facilities including AWP and Tennis Centre**

- **67.** The Hirer is responsible for checking that all external playing surfaces are safe to use, are suitable for the purposes they are to be used for and are free of any foreign objects which may cause injury to any participant and that surfaces have not been damaged in any way that may cause injury to members.
- 68. Partnership Clubs must inform the Enterprise Team Football Development Manager of any cancellation of sports matches (excluding severe weather conditions) at least 48 hours prior to the scheduled time of the hire. In the event of the sports Club/Group cancelling or postponing the hire of the Facility under this agreement no refund shall be made to the sports Club/Group unless the facilities are hired by an alternative group for the same period and at the same rates as under this agreement clause 39.
- **69.** All users of the All-weather pitches at the schools within the Lionheart Educational Trust including the Tennis Centre will wear appropriate footwear as described at the entrances to these centres. Any person who does not wear the appropriate footwear will be asked to leave the playing surface. It is the responsibility also of the hirer/Partnership Club/Coach to enforce this during the session of hire.
- **70.** Partnership Clubs/Hirers should ensure that the grass areas are left clean and tidy at the end of a match and any tape is removed from football posts/playing surfaces.

## **Concerns and Complaints**

#### A. Concerns and complaints from group users relating to a Hirer

**71.** Each Hirer/organisation must ensure that it has its own system for handling complaints by those engaging in its group

#### B. Concerns and complaints from Hirers about the school

- **72.** In the first instance, concerns should be addressed to the Enterprise Team at venues@lionhearttrust.org.uk. Unresolved concerns should be addressed to the Head of Enterprise, who may delegate to the appropriate member of staff
- **73.** Concerns which cannot be resolved by the school should be addressed in writing to the Chair of Governors of the individual school in which the venue hire has taken place.

We hope that your event goes well and we are delighted that you have chosen to use Lionheart Educational Trust for your hire. If you have any further questions or concerns, please do not hesitate to contact the Enterprise Team or School.

I hereby confirm that I have read and will by abide by, the terms and conditions outlined in this document for all types of venue hire for which I am hiring the facilities, at the individual school venue. I also confirm I will upload all relevant certificates and paperwork related to this hire to my client's area within the booking plus platform, paying particular attention to Appendix A, B and C.

Name of Hirer Signed on Behalf of Hirer Date;

School Venue Signed on Behalf of School Date;

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## **Appendix A: Community Booking Checklist**

Prior to any booking taking place the following documents need to have been agreed to and uploaded online to the bookings system by the

Hirer. To be completed by Enterprise Team or Community school link

	HIPER. To be completed by Enterprise Team	TO COMMUNICY SCHOOL MIK
Na	me of School:	
	Booking made by (name of person)	
	Name of organisation	
	Contact email	
	Contact mobile phone number	
	Contact home phone number	
	Date of booking	
		Date received/Agreed online
1	All bookings - Terms and Conditions document - Agreed online. Signed pages uploaded	
2	All bookings - Appendix B: Health and Safety information confirmation form sent for Hirer to complete	
3	All bookings -All Insurance documents that are required have been uploaded online. Value £5,000,000	
4	<b>Qualifications –</b> Proof of qualifications relevant to class/booking. First Aid, Fire Wardens, Food Hygiene level 2	
5	Groups running events requiring additional licenses from the Performing Rights Society, Phonographic Performance Ltd, Copyright Licensing Agency Limited, Events License, Alcohol License if applicable	
	School must have up to date relevant licenses at least 10 days prior to the event, or the booking will be cancelled.	

6	If the kitchen has been booked as part of the hire, are catering risk assessments been uploaded to the booking platform from the catering company?				
7	Is a Humans Factor Risk assessment required for this booking? All control measures should be identified for all bookings over 100 people.				
8	Is there a COSHH risk assessment required due to the nature of the event/booking? If yes, has this been supplied?				
Let	Lettings involving under 18s or vulnerable adults				
9	Child Protection Policy. Has there been an up to date policy uploaded which identifies the Designated Safeguard Lead?				
7	DBS certificates – uploaded online				

Client to please note: All documents within appendix A that are applicable must have been uploaded to your client account within the Booking Plus platform 10 days before any event. Failure to upload could result in the event hire being cancelled.



# Appendix B: Health and Safety Information for Hirer

## **Venue Hire**

## **Health & Safety Information – Confirmation Form**

Please complete and upload to your client area or send to the Enterprise Team or School

		or Organisation/Group:	
	ositi	on of Hirer:	
	_	ered address:	
Ρ	ostc	ode:	
M	lobile	address	
_	IIIaII	audress	Tick to indicate
		Issues / Items	you have received information
	1.	Fire Alarm Points	
	2.	Fire evacuation procedures	
	3.	Evacuation routes	
	4.	Notification of assembly point	
	5.	Location of a telephone	
	6.	Location of Premises Office and contact telephone number	

7.	Location of First Aid kit /Defibrillator What three words locations	Marti assur Hump glare, Judg every Jona Colle	non.plot.relax n High — i.judge.zealous phrey Perkins — vintages.eagles emeadow C C — i.line.lost Sir than North Girls
8.	Entrance and Exit routes for your event/booking?		
9.	Information about reporting damaged or faulty equipment /building infrastructure		
10.	Information about reporting accidents		
11.	Facilities Risk Assessment for large events - Please ask if furth details are required	ier	

**Insurance -** All clubs are required to arrange insurance cover for Public Liability insurance which includes cover for personal accidents, loss of, or damage to equipment. Neither the Lionheart Educational Trust nor the school Governors of each individual school cannot accept liability for the loss or damage to personal property whilst on site.

You are advised that Public Liability Insurance may be necessary if you are organising a wedding reception/public event. Please upload a copy of your Insurance cover for our records.

#### **Working with Young People**

People who work with young people, either as a volunteer or as a person in charge, must have been given clearance by the Disclosure and Barring Service. It is the Hirers' responsibility to ensure that appropriate DBS checks are made. **Please provide a copy of the DBS checks if applicable.** 

I have been made fully aware of my health and safety responsibilities for the venue hire of facilities at;
(Name of School):
Signature of person in charge



## **Appendix C: DBS confirmation**

## All bookings involving Children/vulnerable Adults

All bookings must conform to national guidelines for DBS checks:

#### Regulated activities – enhanced DBS (including barred list check)

All those involved in 'regulated activities should obtain an enhanced DBS check (including a barred list check).

Regulated activities include: working with children in an unsupervised capacity; supporting children with intimate care; working regularly with children in a situation which provides an opportunity for regular contact.

#### Working in a regular activity – enhanced DBS (without a barred list check)

All those working regularly with children, young people or vulnerable adults but not in a regulated activity should undergo an enhanced DBS check (without a barred list check) if their involvement is more than a one-off supervised event.

#### Unsupervised

Unsupervised activities are where leaders or helpers could, at any stage in the booking, be on their own with a child, young person or vulnerable adult either as the only person in the building or working in a room without others present.

#### Supervisor

This means that in every regular booking for children and young people where most leaders and helpers will be classed as 'supervised' there must be at least one person who is the 'supervisor', and who has an enhanced DBS (with barred list check).

#### Vulnerable adult

This applies to adults with learning difficulties or special needs.

## **Appendix D: Agreement Schedule**

Hire Details (C	Capitals please):			
Name of Appli	icant:	Title		
	dress:			
<b>Telephone</b> (Da	aytime):	(Mob	ile)	
Purpose for w	hich Venue required: .			
Date:				
Time required	:			
From –				
То -				
Number of Gu	ests at anyone time:			
If applying on b	pehalf of an organisation	please state:		
Name of Orga	nisation:			
Position of Hi	rer:			
Object/Aims o	of Organisation:			
indemnify Lion	ne Venue as detailed bel heart Educational Trust iate in the manner conta ined therein.	and the Governors	of the individual sch	ool in which the
Office Use On	ly: Rooms to be hired (i	ncluding opening ar	nd closing times)	
I agree to the fi	ire evacuation plan prov	ided at the time of b	ooking and will prov	/ide
Marshalls to as	ssist the school staff in th	ne event of an emer	gency evacuation.	

### Large Events/Weddings/Regular Weekly Bookings

Fire Support Ratio. 1-30 (1), 31-100 (2), 101-300 (4), 301-500 (6) Over 500 (7+)

Office Use only: Filed on be All Docum Reviewed Date Appre	entation Received. Date: By:		
All Docum	entation Received. Date:		
Office Use only: Filed on be	ooking system. Date:		
Security Deposit	Invoice Number	Refund Date	
Signature:Date:			
School Venue	Date		
Hirer's Signature:	Date		
the risk of the hirer the evo			
before the hire of the facility		the Enterprise Team10 days  m will be left uncompleted or at	
	this form is accurate and my requi		
DECLARATION			
Booking Deposit @ 20% Hir	e Charge:		
Nominated Signature Representative -	Name:	Mobile Tel:	
Cleaning Representative –	Name:	Mobile Tel:	
Car Park Representative -	Name:	Mobile Tel:	
Fire Support 2 - Fire Support 3 - Fire Support 4 - Fire Support 5 - Fire Support 6 - First Aider Kitchen Representative -	Name: Name: Name: Name: Name: Name: Name: Name:	Mobile Tel:	
Cina Command O		Mahila Tali	