

TERMS & CONDITIONS: LETTINGS HIRE AT MAGNUS CHURCH OF ENGLAND ACADEMY

1. In the application forms in these conditions, the following definitions apply:

- (i) 'The Company' means Magnus Church of England Academy
- (ii) 'The Hirer' means the person/Club/Organisation so designated on the application form.
- (iii) 'The Premises' means Magnus Church of England Academy and managed facilities and their contents, fixtures, fittings and furnishings.
- (iv) 'Facilities required' means that part of the premises let to the hirer with toilet and cloak room accommodation by Magnus Church of England Academy and the necessary entrances and communicating corridors.

2. Charges

- (i) The charges for the hire of the facilities shall be in accordance with scale of charges approved for the time by the Academy.
- (ii) Charges may be incurred for loss of facility access cards (maximum £5 per card) as detailed in your Welcome Pack.

3. Safeguarding

Applicants providing services to children aged under 18 years of age and vulnerable adults must have policies and procedures in place to ensure children's and vulnerable adults' safety and must provide evidence of this on request.

4. Cancelling your Club/Organisation's Booking

- i) Cancellations must be notified in writing by emailing lettings@magnusacademy.co.uk Following receipt of cancellation notice, one further monthly invoice will be due.
- ii) Cancellation of any one session must be made by emailing lettings@magnusacademy.co.uk 7 days prior to the session start date for charges not to be incurred.

5. Applications and Reservations

All applications for hiring shall be sent by email to lettings@magnusacademy.co.uk a **minimum of 14 days prior to the booking date.** Notwithstanding anything to the contrary, contained herein Magnus Church of England Academy reserves the right at its sole discretion to cancel any lettings and in that event shall return booking fees paid in advance for future bookings. The Academy shall not be responsible for any consequential loss sustained by the hirer from such cancellations nor will we be liable to pay any compensation for any loss incurred by the hirer. We reserve the right to take a 10% deposit on acceptance of the application, which shall be credited to the total lettings charge. In the event of a cancellation by the hirer, Magnus Church of England Academy may, at its sole discretion, retain the whole of the deposit for administration expenses.

6. Accidents and Incidents

The Hirer shall ensure that all accidents/incidents are reported to both onsite staff, as detailed in your 'Welcome Pack'. Hirers must also complete appropriate accident/incident forms and return a copy of these to lettings@magnusacademy.co.uk **within 24 hours of the event occurring.**

In case of emergency, the appropriate emergency service should be contacted immediately prior to contacting on-site staff (as detailed in your Welcome Pack). All affiliated clubs should be First Aid trained and hold first aid equipment on their persons.

7. Cricket Bookings

The Academy accepts no responsibility for any damage or injury resulting from the use of any cricket equipment during the hire of our facilities.

8. Payment

Any 'one-off' payments for bookings should be done via our Main Reception/Student Information Desk by card machine. Quarterly invoices are available upon request and will incur a £25 fee per invoice raised. Late payments may be subject to additional charges.

9. Sub Letting

The Hirer shall not sub-let any part of the premises.

10. Use of the Premises

The Hirer shall ensure:

- (i) That the instructions of the Academy are adhered to. This includes **NO smoking** or consumption of alcohol in any areas of the Academy indoors and outdoors at any time during the hire period.
- (ii) That all fire exit doors, corridors and staircases are kept free from obstruction.
- (iii) That all persons using the premises for the purpose of the hire shall conduct themselves in an orderly manner and shall appoint such stewards or other persons as are considered necessary for that purpose, especially for any function to which the general public are admitted, and at which there may be a large gathering to ensure that the letting is properly controlled and to maintain order throughout the whole period of the letting
- (iv) That no person using the premises for the purpose of the hire shall interfere with the fire appliances, heating appliances or electrical installations therein and that no such person drives any nails or screws into any part of the premises or affixes to any machinery, equipment or noticeboards, notices, place cards or other articles without the express consent of the Academy's Senior Management Team. The users of academy facilities are forbidden to stand upon any desk and seat or upon other furniture or fittings
- (v) That no article of equipment is brought into, and nothing is done on the premises which shall involve additional risk to the Academy or its property or which will affect the premium for insurance of the property.
- (vi) The Hirer will ensure during the times these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and, in a manner, unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighboring property or to the Public.
- (vii) The Hirer shall defray the cost of making good all damage caused to the premises or other property of the Academy which is in any way attributable to the exercise of this right.



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(viii) All bookings include set up and take down time.

(viii) **There is NO onsite storage for hirers at any facility, unless it is expressly agreed in writing by management of the site.**

11. General Indemnities

- (i) The hirer shall be responsible for loss caused to the Academy i.e. the hirer shall indemnify the Academy and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the Academy.
- (ii) The hirer shall ensure that Risk Assessments are up to date in line with their sport's National Governing Body Guidelines.
- (iv) Where lettings are required to set up or pack away equipment in our facilities they should do so as instructed by the Academy or site staff and in accordance with manual handling guidelines and the manufacturer's recommendations
- (v) The Academy does not accept any liability in respect of the parking of any vehicles at the premises connected in any way with the Applicant or the letting of the premises during the letting period.
- (vi) The Academy accepts no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.

12. Data Protection

- (i) Your personal information will only be used for the administration of your booking and will not be used for any purposes that are not directly related to that membership. If you would like to know more about how we use your information, please refer to our Magnus Church of England Academy Website (click on link) at <https://www.magnusacademy.co.uk/>
- (ii) Magnus Church of England Academy may at its sole discretion disclose your Club/Organisation's information to the police, regulatory bodies or any legal advisors in connection with any alleged criminal offence or suspected breach of these Terms and Conditions by you or otherwise as prescribed by law.
- (iii) Anonymous data regarding participation and statistical data will be shared with industry leaders to identify trends and plan services for the future.

Additional Conditions for the Hiring of Outdoor Facilities

1. The hirers shall at the expiration of the hiring remove everything brought by them on to the site and shall leave the site in clean and orderly condition.
2. Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
3. Spectators should use designated off pitch areas only. It is the hirers responsible to keep visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees etc.
4. **No dogs, except guide or assistance dogs, are permitted on-site.**
5. No vehicle shall be parked on or taken over the grass, sports facilities or borders without the express permission of the Academy or the Site Manager.
6. Appropriate footwear **MUST** be worn at all times
7. The Academy is responsible for the pitches and will decide if they are fit for play. The hirer should consult the Academy if in doubt.
8. The Academy may cancel hire on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue. The Academy recommends hirers join **@Magnus Church of England Academy** Facebook page for the latest updates and changes for emergency closures due to inclement weather, power failures etc.
9. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.
10. In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) the Academy may terminate the hire forthwith.

Additional Conditions for the Hiring of Indoor Facilities

1. The hirer shall obtain at his own expense all the necessary licenses required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto.
NOTE: Early enquiries should be made of the appropriate District Council in respect of the application to music, singing and dancing licenses and licenses for stage plays and cinematograph performances. Applicants for music, singing and dancing licenses are required to give at least 28 days' notice to the Licensing Authority.
A license is required for the public performance of records, tapes, CD's, MP3 or Live Streaming (pre-recorded music) and a license covering most makes can be obtained from the Phonographic Performances Limited of 1 Upper James Street, London, W1F 9DE. Applicants are advised that failure to obtain such a license is an offence against the Copyright, Designs and Patents Act 1988.
2. The use of the premises is restricted to specific opening and closing times. Approval can be sought to extend to 11.00pm in some cases. This must be obtained prior to the letting.
3. Musical equipment must not be moved unless the written permission of the Academy has been obtained beforehand. Furniture and equipment must not be removed from the premises.
4. The provision of alcoholic drinks at functions will be left to the discretion of the Academy in consultation with the owners. Larger functions or cases where there may be special circumstances, e.g. where it is proposed to sell alcoholic beverage, should be referred to the Academy or the owners for a decision. The hirer is responsible for arranging for necessary licenses.
5. No special preparation may be applied to the floors of the premises for dancing or any other purposes.
6. Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the premises are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of suitable notice on the programme, ticket or invitation issued for the function.



- Hirers of facilities must ensure that the facilities are left in a clean and orderly manner and are clear of litter/debris. Any equipment provided is returned to the Store Cupboard in the same condition it was found.