



Trinity Academy St Edwards Sports Facilities General Hire Agreement

1. Terms

'Booking' refers to a confirmed booking between the Hirer and **Trinity Academy St Edward's**, of which this Hire Agreement forms part of and which the booking is subject to.

'Booking Form' refers to the booking process the Hirer goes through on the Yorkshire Regional Talent Centre booking platform which culminates in a booking request being made by the Hirer to **Trinity Academy St Edward's**.

'Hirer' refers to the group/person who makes the booking on the Yorkshire Regional Talent Centre booking platform.

'Hire Period' refers only to those days, dates and times confirmed in the booking.

'Premises' refers to the part or parts of **Trinity Academy St Edward's** hired, as per the booking on the Yorkshire Regional Talent Centre booking platform.

'TASE' means **Trinity Academy St Edwards**.

2. Fees

- a) The Hirer agrees to pay to **TASE** the fee stated in the Booking Form.
- b) All charges are required to be paid at the time of booking.

- c) The fee may be varied by **TASE** at any time. **TASE** will give 28 days' notice in writing of a variation to the fee. If the Hirer does not wish to accept the fee variation, then it may give 28 days' notice in writing (before **TASE** notice runs out) to end the Hire Agreement and in the intervening period the current fee will continue to apply.
- d) The Hirer shall be liable for and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which the Premises hired is used by the Hirer.

3. Use

- a) The Hirer shall not use the Premises for any purpose other than as specified in the Booking Form.
- b) The number of persons using the Premises hired shall not exceed the number authorised by **TASE** in writing.
- c) The Hirer shall not cause or permit any animals to be brought into or onto the Premises except with the specific prior consent in writing of **TASE** and subject to such conditions as may be required.
- d) It will be the responsibility of the Hirer to check whether **TASE** copyright and other licences are sufficient to cover the proposed activity and to apply for and obtain any additional licences which may be necessary.

4. Safeguarding and Child Protection

- a) **TASE** specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care.
- b) The Hirer must adhere to the Trust's safeguarding policy and safeguarding procedure, as may be changed from time to time.
- c) The Hirer shall not cause the Trust to breach any of their obligations to keeping children safe, and shall comply with any policies in relation to keeping children safe.

5. Health and Safety Conditions

a) For the duration of the period of hire the Hirer must ensure the following:

- Normal emergency procedures are followed.
- A first aid kit is available on site, however Hirers are responsible for their own first aid arrangements during the hire period.
- No equipment on the Premises is used without prior written consent from **TASE**; this includes electrical equipment.
- Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their clients, **TASE** or the equipment.
- Alcohol is not consumed or sold on the Premises.
- Smoking is not permitted on or on any part of the Premises.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises.
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- Noise levels must be contained to a reasonable level at all times.

- Furniture, instruments or equipment belonging to the Hirer may only be left or stored on the Premises if this has been agreed with **TASE** in advance and can be stored safely.
 - The Premises must be vacated on time at the end of the Hire Period and left in a clean and tidy condition.
- b) The hirer is responsible for the behaviour of all participants involved in the session. Any antisocial, threatening or violent behaviour by participants may result in the booking being cancelled with immediate effect at the discretion of the centre management.

6. Insurance, Liability and Indemnity

- a) **TASE** strongly recommends the Hirer takes out its own insurance to cover any activities which are physically demanding or at a higher risk of possible injury.
- b) The Hirer agrees and undertakes to indemnify **TASE** and keep **TASE** indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.
- c) **TASE** gives no warranty that the Premises possesses the necessary consents for the use specified in the Booking Form.
- d) **TASE** gives no warranty that the Premises are physically fit for the use specified in the Booking Form.
- e) **TASE** is not liable for:
- The death of, or injury to the Hirer, its employees, customers or invitees to the Premises.
 - Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises.
 - Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the Premises.
- f) Nothing in this clause shall limit or exclude **TASE's** liability for:

- Death or personal injury or damage to the Premises caused by negligence on the part of **TASE** or its employees or agents.
- Any matter in respect of which it would be unlawful for **TASE** to exclude or restrict liability.

7. Damage to Property

- a) The Hirer undertakes either to make good or to reimburse **TASE** for the cost of making good (as **TASE** directs) any damage to the Premises caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies **TASE** for all damage and loss suffered because of the hiring.
- b) If the Premises hired are left in a state which requires additional cleaning above that normally expected, then the Hirer may be subject to an additional charge.

8. Security

- a) **TASE** agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agrees to notify **TASE** or their authorised representative where any session is to start late or end early

9. Temporary Unavailability of Premises by TASE

- a) **TASE** may give verbal notice to the Hirer that the Premises are temporarily unavailable in the following instances:
 - Where **TASE** requires use of the facilities for other activities e.g. exams
 - Where the Premises are closed for any reason.
 - Where the Premises are in **TASE's** opinion unsafe to be used by the Hirer.
 - Where there are emergency circumstances which require the use by **TASE** of the Premises.
 - In consequence or any outbreak or prevalence of infectious disease.

- If **TASE** is unable to be safely opened and closed with the required number of staff.
- For any other cause outside its control.

10. Access and Car Parking

- a) Parking is available onsite in the relevant car park.
- b) Access to car parking spaces cannot be guaranteed and will be available on a first come, first served basis.
- c) Hirers must only park in the marked bays.
- d) Charges may apply and will be agreed at the time of hire.
- e) Vehicles parked in the car park are left at the owner's own risk.

11. Nuisance

- a) The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to **TASE** or neighbours.

12. Additions and Alterations

- a) The Hirer must not make any alterations to the Premises.