



**CARLTON**  
ACADEMY TRUST

## **Carlton Academy Trust Premises Hire Policy**

**Approved on behalf of trustees:**

**Gareth Logan**

**Date:**

**October 2023**

**Date of next review:**

**October 2026**

## **Definitions**

- Booking:** Booking request made by a User that is confirmed by e-mail through the trust's online booking system.
- Booking Request:** A request by a User to book a Facility for an event.
- Charges:** Charges as specified on the school's website which are due and payable by a User for the hire of a Facility, together with any additional charges stipulated.
- Event:** The event for which the Facility is to be hired by the User as specified in the Booking.
- Facility:** Facility (or facilities) listed on the school's website as available for hire by Users.
- Hire Period:** The period of hire of the Facility for the Event as specified in the Booking.
- Services:** Any services which the Trust agrees to provide to the User in connection with the hire of a Facility as specified in the Booking.
- User:** The person who has completed the Trust's account registration process and has agreed to be bound by these Terms.
- Venue:** The premises of a school where the Facility is located (including buildings, fixtures, and contents).

## **Amending Terms**

The Trust reserves the right, at its sole discretion, to modify these Terms at any time without prior notice or consultation. Updated Terms will be published on the school's website and will apply to the hire of any Facility following the publication of updated Terms.

## **Registering As a User**

Users must attend the relevant school to complete an application. Users must be at least 18 years of age and may act in a personal capacity or on behalf of a club, organisation, or association ("Club User"). All applicants must bring proof of identity and home address. Once registered, 'Users' can make a single or multiple Booking Requests as they wish.

## **Where to Book**

Bookings are made online by registered 'Users' via the school's website.

## **Contract**

By proceeding to make a Booking Request, Users are deemed to have read and understood these Terms and agree to be bound by them. The contract between the User and the Trust includes these Terms and takes effect when the Booking is confirmed by the Trust. The Contract will continue until the end of the Hire Period or final Hire Period in the case of multiple bookings. The Trust reserves the right to refuse any Booking Request where it deems the User's purpose for hiring is unsuitable or inappropriate for the Facility.



## **Charges and Payment**

Charges will be published on the booking portal on the school's website. The User shall pay the Charges for the hire in full at the time of the Booking Request. A Booking will only be confirmed after payment has been made.

## **Use of the Facility**

The Trust shall provide the Facility for the Hire Period together with any Services as set out in the Booking. Users must satisfy themselves that the Facility to be hired is suitable for their purpose. In supplying the Facility and any Services, the Trust shall act with reasonable care and skill, use reasonable endeavours to perform the Services and comply with all applicable laws, statutes, and regulations.

The use of the Facility must not interfere with the orderly or safe operation of the school and Users acknowledge that:

- The Trust retains control, possession, and management of the Facility.
- The Trust reserves the right to enter the Facility at any time during the Hire Period.
- The User, other participants and their guests must only use the Facility for purposes as specified in the Booking and must only access and use areas of the site directly associated with the letting.
- The number of participants and/or guests must be reasonable for the Event, as decided at the discretion of the Trust.
- No animals, except guide dogs, are allowed on the school site without express prior consent of the school.
- No smoking, vaping is allowed on the school site.
- No possession or consumption of alcohol is allowed on the school site, except for specified events as agreed with the Trust where organisers have obtained the appropriate licences.
- No possession or use of illegal drugs is allowed on the school site.
- Food should not be consumed on the site, except for energy bars, sweets or foods directly associated with sporting performance.

Users are personally responsible and liable for the conduct of all people taking part in the Event or attending the Facility and must ensure that all people behave in a responsible, orderly, and safe manner and refrain from using offensive language. The Trust reserves the right to remove refuse admission or request the removal of anyone not behaving in such a way. Users shall comply with and must also ensure that all people taking part in the Event or attending the Facility or Venue comply with, the Trust's policies and guidelines for use and all applicable laws, statutes, and regulations, including health and safety, staffing, performance/recording, and licensing requirements. Users who fail to do so will be liable to forfeit the use of the Facility without any reimbursement of the Charges.

## **Safeguarding**

A Club User is entirely responsible for ensuring they have the correct safeguarding systems and procedures in place or similar measures to appropriately protect their members during the period of hire.

A User will be required to provide evidence that enhanced Disclosure and Barring checks have been carried out upon request for activities aimed at children.

If the school receives an allegation relating to an incident where a User or organisation using school premises for running activities for children, the school will follow their usual safeguarding procedures and inform the local authority designated officer (LADO).

## **Liability**

Use of the Facility is at the User's own risk. The Trust shall not be liable for the death of, or injury to, the User or the User's guests, except to the extent that such injury, death, damage, or theft arises from the negligence of the Trust, its servants, agents, or employees.

Vehicles are parked at the risk of the User, and the Trust will not be liable for any loss or damage to a vehicle or its' contents whilst parked on the school site.

Subject to the above, the Trust's total liability to the User under the Contract shall not exceed the total Charges paid in relation to the Event in connection with which liability arises.

The User shall fully indemnify the Trust against any and all claims, damages, compensation, expenses and/or costs which arise out of or in connection with the hire of the Facility and/or use of the Venue in respect of death of, or personal injury to, or illness of, any person or damage to the property of any person (including vehicles parked at the Venue) whether such person is taking part in the Event or otherwise attending the Facility or Venue.

The User shall immediately compensate the Trust in full for the costs of repair of all damage however caused to the Facilities and/or the Venue during the Event including for damage to furnishings, equipment, fittings, flooring, windows and other property or contents at the Facility. The Trust reserves the right to refuse or cancel future bookings until the User makes such payment.

Public liability insurance is compulsory for all Club Users. The insurance must provide cover for public liability claims arising from the use of the Facility in the minimum sum of £1,000,000 for any one accident in connection with the use of the Facility for the Event and such policy shall fully indemnify the Trust as owners of the Facility against any claims, damages, costs, or expenses which may arise in connection with the use of the Facility.

## **Cancellation**

The Trust may cancel the Booking with immediate effect by giving the User notice (verbal or in writing) in any of the following circumstances:

- The User commits a breach of any of these Terms.
- The Trust, at its sole discretion, believes that hire of the Facility is contrary to its interests.
- The Trust is unable to provide the Facility due to unforeseen events or circumstances or the Trust considers the Facility unfit for use.

• The User acknowledges that the Trust must comply with any official guidance from UK Government such as issued during the Covid pandemic and may be required to take measures for the safety of guests including imposing maximum guest numbers at the Event.

Except where the User is in breach of these Terms, if the Trust cancels the Booking, they shall refund all Charges which have been paid within 7 days, with no further liability to the User.

The User may cancel the Booking at any time by providing notice (verbal or written) to the appropriate administrative personnel at the school. On cancellation, the following proportion of the Charges shall be repaid to the User, less any reasonable administration expenses incurred:

- Less than 48 hours/ 2 days' notice: no refund.
- More than 48 hours/ 2 days' notice up to 7 days' notice: 50% of the booking charge will be refunded.
- More than 7 days' notice: 75% of the booking charge will be refunded.



## **General**

No responsibility will be accepted, or compensation paid, by the Trust in the event of loss or damage suffered by the User because of a failure of the lighting, heating, or any other equipment of the accommodation.

The Contract is the entire agreement between the parties and each party acknowledges that in entering the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in the Contract.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.