

**LETTINGS BOOKING FORM**

**ALL SECTIONS OF THIS FORM MUST BE COMPLETED IN FULL**

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| This section is applicable to sport teams or clubs’ bookings ONLYNAME OF GROUP OR ORGANISATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AGE GROUP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

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| NAME OF APPLICANT/BOOKING LEAD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_POST CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TELEPHONE: (DAY) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (EVENING/MOBILE) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NAME / ADDRESS FOR INVOICE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL ADDRESS FOR INVOICE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NAME OF ORGANISATION’S DESIGNATED SAFEGUARDING LEAD (DSL): ...................................................DSL EMAIL ADDRESS:.................................................................................................................... |

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| FACILITY REQUIRED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_VENUE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NATURE OF ACTIVITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LETTING REQUIRES THE USE OF PERSONAL ELECTRICAL EQUIPMENT: YES / NO |

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| SINGLE LETTINGS:DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| BLOCK BOOKINGS (10 sessions):FIRST DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LAST DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DAY(S) OF THE WEEK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Is use required during Academy holidays? YES / NO**NB. All Academies are CLOSED on Bank Holidays or Statutory Holidays** |

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| **Evidence required prior to booking. Bookings will not be permitted without this.****Individual hirers (rather than on behalf of a Group) should speak to the Lettings Officer about evidence E-ACT may require from them.** | If this activity involves young people (under the age of 18) we require a **letter of Reassurance** from the Hiring organisation that all appropriate checks, including enhanced DBS checks, are in place **AND** if you are planning on delivering coaching activities that all coaches possess the appropriate National Governing Body coaching qualifications | Yes | No |
| Hiring Organisation Child Protection/Safeguarding Policy and relevant training | Yes | No |
| Group/personal injury/public Liability insurance with a limit of indemnity of at least £5 million  | Yes | No |

**DECLARATION**

**This is to certify that I** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**of** (Team/Club/Organisation if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

have received and read a copy of the Terms and Conditions governing the hiring of facilities at XXXXXXX E-ACT Academy and I confirm that I agree to observe all these Terms and Conditions in my capacity as

Hirer / Supervisor-in-Charge / Assistant Supervisor (\*delete as appropriate)

I understand that if the Terms and Conditions are not fully observed the hire will be terminated by E-ACT. Furthermore, I understand that serious breach of the Terms and Conditions could lead to legal action.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERMS AND CONDITIONS**

**FOR THE HIRE OF THE ACADEMY PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for the letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Failure to comply with the Conditions of Use may result in a letting being terminated and may jeopardise any future application.

**Application**

1. Application for a letting does not guarantee acceptance. All applications will be confirmed, or otherwise, by the Academy’s Lettings Co-ordinator or nominated person. Once completed, the Academy Letting Request Form should be returned to (Enter Academy Lettings Officer details here)
2. Lettings will not be made to persons under the age of 18, or to any organisation or group known to have an unlawful background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the Academy and the hirer.
3. The Application must state the name of the hiring organisation's Designated Safeguarding lead. In addition, the Hire must provide a letter of reassurance stating all members of the hiring group have appropriate National Governing Body qualifications and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 or vulnerable adults, even if this is supervised.
4. The Hiring Organisation must provide their Child Protection/Safeguarding Policy along with the letter of Reassurance.
5. The Hirer shall not sub-let the premises to another person or group. In doing so the Hirer will face their booking being terminated and will jeopardise any future applications.

**Cancellation**

1. There shall be at least 5 Working Days' notice, in writing to the academy, for any cancellation of a booking made by the hirer. Cancellations made after this date will be charged at half the booking fee, or full fee within one week. Large events are subject to a 1-month cancellation period.
2. The Academy reserve the right to cancel or amend the letting in the event of the premises subsequently being required for Academy activities. In this event as much notice as possible will be given, but the Academy will not be under any obligation to offer alternative accommodation. The Headteacher will resolve conflicting requests for the use of the premises with priority at all times being given to Academy functions.
3. In cases of adverse weather, Hirers should be prepared for a centre closure or limited operational opening. The Academy reserves the right to cancel any bookings at short notice if the Academy feels that facilities are unsafe to use. This includes access to the car park and use of footpaths and is not restricted to the area being hired. The Academy will contact the lead name hirer, as per the booking form submitted, to inform the Hirer of any closures or limited access. It is the responsibility of The Academy’s Community and/or Estates Staff to assess the safety of the grounds and the ultimate decision on operational closures will lie with them. In the case of block bookings, if the Academy is operational during poor weather but the Hirer decides not to attend the pre-booked slot, there will be no refund for that booking. Cancellations made by the Academy will either be owed in lieu or a credit note may be issued.

**Health and Safety**

1. Organisations **accept full responsibility** for ensuring that the area used for their letting is in their opinion regarded as safe and to their satisfaction.
2. It is the Hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.
3. Any defect or hazard arising during the letting period **must** be reported to the member of staff on duty **before** leaving the premises.
4. Any accident or injury occurring during the letting period **mus**t be reported to the member of staff on duty **before** leaving the premises.
5. The Hirer must make themselves fully conversant with the fire drill for the premises, the position of appliances, emergency exits and fire assembly points. They must also keep a register of members for Health and Safety reasons, including parents, observers, visiting coaches or instructors. In the event of an evacuation of the building the Hirer is responsible for informing on-duty staff that all group members, parents, observers, visiting coaches and instructors have been evacuated safely.
6. The Hirer warrants to the Academy that it has at least £5 million public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and / or loss of or damage to property, including the hired premises, arising out of the letting.
7. The Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.
8. There is no legal requirement for The Academy to provide first aid facilities for the Hirer. It is the Hirer’s responsibility to make their own arrangements such as the provision of first aid training for supervision personnel and the provision of a first aid kit particularly in the case of sports lettings.
9. Animals, other than guide dogs, are not permitted in the Facilities without the written prior consent of the academy

**Conduct**

1. The letting must be correctly supervised by the Hirer who will undertake to pay for any damage caused by their use of the premises.
2. The Hirer will be responsible for all persons in their organisation and the Academy will not tolerate any foul language, physical or verbal abuse towards Lettings staff or Sports Centre users. Any reported cases of such behaviour may result in the hirer losing their booking.
3. Please be aware of other users of the facilities, respect all and do not disturb other sessions taking place. Hirers are responsible for the actions of all their users until the premises have been vacated.
4. The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision and security to maintain good order and conduct and – where applicable – the Hirer must always adhere to the correct adult / young person ratio.
5. The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. If a letting over-runs the time booked, an additional charge may be made.
6. The hourly hire fee includes the setting up and removal of any equipment. Frequent complaints about sessions over-running may lead to future bookings being cancelled.

**The Premises**

1. Furniture and fittings shall not be removed or interfered with in any way unless prior authorisation has been agreed. No fittings or decorating of any kind necessitating drilling or the fixing of nails or screws into fixtures, which are part of the Academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.
2. No equipment is to be stored on site without prior arrangement with the E-ACT lettings coordinator. Any equipment stored on the Academy site at the hirer's risk. The Academy does not accept any responsibility for ay items lost, damage or stolen while on the premises.
3. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss, or theft of Academy equipment they are using, and for the equipment’s safe and appropriate use.
4. Any electrical equipment brought by the Hirer onto the academy site **MUST** comply with the code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the Academy. The intention to use any electrical equipment must be notified on the application.
5. Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. Vehicles must be parked in the designated car park. Unauthorised parking can seriously hinder emergency access. The Academy does not accept responsibility for loss or damage caused to any vehicles or its contents whilst on the premises.
6. CCTV recording is in operation at all times across The Academy site. CCTV coverage does not include the changing and showering facilities. CCTV footage can be made available for **official Police use only** when applied for directly through the Academy, following approval of the E-ACT Data Protection Officer.
7. Access to the Academy’s toilet facilities is included as part of the hire arrangements unless otherwise stated.
8. Any requests for food and drink as part of a letting must be agreed with the Academy prior to the booking and all provision must be in line with current food hygiene regulations. All litter must be placed in the bins provided. Refreshments may be available from the community reception for all centre users.
9. No intoxicants shall be brought on to or consumed on the premises unless by prior arrangement with the E-ACT Lettings Co-ordinator.
10. The **entire** Academy site (both internal and external) is a non-smoking/vaping area and smoking/vaping is not permitted at any time. Any hirers, users or spectators caught doing so may lead to the booking being cancelled.
11. The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to an additional cost may be charged.
12. The Academy reserves the right of access to the premises during any hire. The Headteacher or members of the Academy may monitor activities from time to time.
13. A draft of any information to be distributed to participants that make reference to the Academy other than the address details must be approved by the Academy prior to distribution by the Hirer.

**Performing Rights and Licenses**

1. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right and shall indemnify the Academy against all sums of money which may have to be paid by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

# Charges and Payment

1. The Academy reserves the right to amend booking charges giving 14 days’ notice.
2. Hire charges are reviewed annually. The Academy Finance department will invoice the Hirer for payment at the beginning of the Hirer’s stated booking period. Please ensure all details are on the booking form are correct e.g. address, name, banking details. Every E-ACT Academy operates a cashless policy.
3. The Hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance the correct period of notice is given. Should the Hirer fail to notify the Academy of a cancellation, the full hire fee will be payable. The Academy may occasionally need to cancel lettings due to Open Evenings, Parents Evenings etc., and as much notice as possible will be given to the Hirer about such cancellations.
4. The Academy will invoice the person named on the booking form. Please ensure all contact details on the booking form are correct at the time of submission for the letting. The Academy will issue subsequent invoices at the end of each 10-session booking and the completion of a new booking form will occur on an annual basis (unless requested earlier by the Academy).
5. Block Bookings consist of a minimum of 10 consecutive sessions. Unfortunately, if the Hirer decides to cancel the booking at any time during this period, invoices that have been paid are non-refundable. If booking XXXXXX E-ACT Academies sports facilities in advance, hirers will be required to pay up front for the full period of the requested booking (both individual and 10-session bookings) to secure the requested booking. Any amendment to payment up front for the full period is at the discretion of the Academy Lettings Co-ordinator.
6. Failure to pay any amount owed for a confirmed letting, that is not cancelled prior to its first session, will lead to legal action instigated by E-ACT Head Office. This will be levied against the lead name of the booking regardless of their affiliation to any sports club, business, community group etc. Furthermore, any remaining bookings will be cancelled and will jeopardise any future bookings.
7. The Hirer shall also be liable to pay all costs, fees, disbursements, and charges including legal fees and costs reasonably incurred by E-ACT/The Academy in the recovery of any unpaid invoices regardless of the value of the claim.
8. Multiple Lettings: Where applicable all accounts are payable ***within 30 days*** from the date of the invoice. The Academy reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.

For multiple lettings that are not invoiced monthly, payments must be made to the academy **before commencement** of the letting.

Single Lettings: Payment for single lettings must be made to the academy **before the commencement** of the letting.

1. VAT will be applied to lettings in accordance with the VAT Education manual from HM Revenue & Customs

**PRIVACY NOTICE**

The GDPR is a piece of EU legislation implemented by the UK government that aims to make it simpler for people to control how organisations use their personal details (name, address, etc).

The Academy has requested that you provide some personal information on the lettings booking form which will be held on our booking system data base and may be used to contact you from time to time regarding your booking.

E-ACT has a Data Protection Officer who can be contacted on DPO@E-ACT.org.uk.

The Data Protection Officer monitors and advises on the Academy's data protection compliance.

If you consider that we have not acted properly when using your personal information, you can contact the Information Commissioner's Office - ico.org.uk.

Please contact to the Data Protection Officer if:

* you would like to exercise any of your data protection rights
* you would like us to update the information we hold about you
* you would prefer that certain information is kept confidential