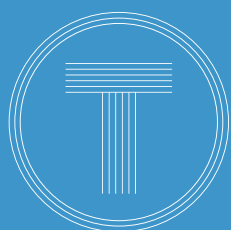




lettings terms and conditions



THINKING
fitness



THINKING SCHOOLS
ACADEMY TRUST

lettings terms and conditions

The Thinking Schools Academy Trust (TSAT) Terms & Conditions

BLOCK BOOKINGS

Our facilities are available for block bookings. All block bookings will be invoiced and payment required monthly, in advance. Discounts may be available for longer block bookings.

ADDITIONAL INFORMATION

Smoking, vaping, drinking of alcohol or the taking and selling of drugs are not permitted on the premises internally or externally at any TSAT site. It is the hirers responsibility to ensure all persons attending the booking are made aware of this condition and uphold it.

All personal electrical equipment must be PAT tested before use.

No outdoor footwear is allowed in the Dance Studio, Activity Studio or Sports Hall. This includes tap shoes, jazz shoes and character shoes that may mark the floor. Appropriate footwear must be worn on 3G pitch (moulded studs/plastic blades).

HEALTH & SAFETY

In accordance with the provision of the Health and Safety at Work Act 1974 and the Academy Health and Safety Policy, TSAT strives to provide and maintain safe and healthy conditions for all who enter the venue. You are reminded that this Act also requires that those entering the building take reasonable care for his or her own safety and for others who may be affected by their activities.

There are two types of bookings, 'one-off' bookings and block bookings.

- One off bookings are for clubs and organisations that wish to hire the facility for a one-off event or activity.
- Block bookings are for clubs and organisations who commit to a regular booking over a period of 10 weeks or more.

1. APPLICATIONS, HIRE & ACCEPTANCE

Application for the hire of facilities must be submitted on the official booking form. No hire can be deemed as accepted until a confirmation email has been sent by TSAT.

2. HIRE

Any hire of the facilities must be for the purpose stated on the booking form. You are not permitted to use any other facilities unless specified on the booking form.

3. TIMES

Start and finishing times are clearly stated on the booking form. You will need to allocate time during your start and finishing times to set up and take down equipment, including cleaning. All additional cleaning supplied by TSAT will be charged to the hirer.

4. PERIOD OF HIRE

- As above, the dates and times of hire will be clearly stated on the booking form, inclusive of setting up and taking down of equipment.
- If a hirer exceeds their agreed time, they will be charged an additional hour per any part hour that is used outside the agreement.
- TSAT reserves the right to have priority use.

5. PAYMENT

- A 50% non-refundable deposit is required when arranging one-off bookings and must be paid in full, 7 days before the hire date.
- Parties and one off events will be required to leave a deposit to cover any damage/additional cleaning. The deposit will be refunded after the event if the facility is left in satisfactory condition.
- All block bookings will be invoiced and payment required monthly, in advance of the hire date. Invoices will be sent out around the 15th of the month before hire with payment due on the 1st day of the period. The hirer is responsible and liable for the full amount of the block booking, even when payment is monthly.
- For larger events and functions (a booking of 5 or more consecutive hours), the fee shall be payable in full at least 1 month before the date of the event. In the case of a booking being accepted less than 28 days before the start of the event, the full hiring fee shall be payable immediately on acceptance.
- Fees and charges are subject to annual review and possible change.
- Payment may be made by bank transfer.
- Hire of any rooms that includes use of equipment, (e.g Kitchens, theatres and computer suites) shall be liable to VAT which will be charged at current rate. Confirmation as to whether a room incurs VAT will be confirmed before booking.

NON PAYMENT

Payment becomes late if the invoice is not paid by the payment terms set out on the invoice. TSAT will exercise its right to claim interest on overdue amounts and debt recovery costs. Statutory interest will be charged at 8% above the Bank of England Base Rate as at the invoice date. Access to the TSAT facilities may be suspended or withdrawn if payment is overdue.

6. NO ASSIGNMENT OR SUB-LETTING

Sub-letting is not permitted.

7. LETTING FACILITIES

Each facility has a maximum number that can be admitted at any one time. Please check the details when booking and state your proposed numbers on your booking form.

8. CANCELLATION OF HIRE & CHARGES INCURRED

- In the event of a booking being cancelled by the hirer, any deposit paid will be non-refundable.
- Circumstances over which TSAT has no control, rendering the facility unavailable for hire (on any day of the hiring, or any part of such day), the hirer is not entitled to claim compensation.
- TSAT retains the right to cancel any event or booking without notice. In the case of cancellation by TSAT, the whole of the fee paid for that session shall be refunded and TSAT will inform the hirer as soon as possible.
- The Lettings Manager reserves the right to refuse any application.
- TSAT should be informed of a cancellation as soon as possible. Please note, any cancellation within 7 days will incur a 50% surcharge of the hire fee.
- Any cancellation made within 24 hours of the event will incur full cost for the period of hire and will not be refunded.
- Where we identify bookings that are not permitted due to Covid-19 restrictions, as set out by the government, we will actively cancel impacted bookings and notify customers as early as possible via email.
- If you need to cancel your booking because you are either displaying symptoms or self-isolating due to potential virus exposure our usual cancellation policy applies. We may permit customers to use charges towards a future session.

9. HIRER LIABILITY FOR LOSS & DAMAGE

The hirer shall be liable for, and accept full responsibility for, injury or cost of repair for any damage to the facility or any part thereof, or to any furniture, fixtures or fittings or property contained therein whether belonging to TSAT or contractors, agents, license or employees and for any loss or removal of any such furniture, fittings or other property.

- The decision of TSAT as to the appropriate sums to be paid by the hirer in respect of damage to the facility shall be final and conclusive.
- Vehicles must use the allocated parking spaces at all times.
- All persons using the facility do so at their own risk.
- TSAT accepts no liability for death or personal injury resulting from the non-negligent acts of its employees.
- TSAT accepts no responsibility for loss or damage to personal property.

10. INDEMNITY IN RESPECT OF THIRD PARTIES

The hirer shall indemnify TSAT from and against any claim from damages, costs or expenses which may be made against TSAT in respect of any personal injury or loss of, or damage to, property, sustained by any person occurring during, or in consequence of, the hiring.

Proof of Third Party Liability Cover with a minimum level of indemnity of £5 million must be provided before the booking is confirmed.

11. CONDUCT AND CONTROL

- The hirer will provide enough people to maintain order during the booking and will not allow any drunkenness or disturbance. Any person under the influence of drink or drugs or behaving in a disorderly manner must be asked to leave the premises.
- TSAT believes that all players and spectators have a right to watch or play sport free from the threat of attack or abuse. This includes obscene language or racial abuse. TSAT will exclude any individual or club with a record of involvement in abuse, threats and racist incidents. Please make sure those members of your organisation understand that any form of threat or abuse will not be tolerated.
- TSAT may ban people from the facility for behaving in an inappropriate manner. Bans are enforceable for as long as is deemed appropriate by TSAT.
- Alcohol, tobacco, vaping and drugs are forbidden anywhere on the premises, or car parks at any TSAT sites.
- As a community facility it is imperative that we respect our local community and it is a stipulation that when entering and leaving the facility users must respect our local residents by keeping noise to a minimum. When participating on any of the outdoor areas (3G pitch/grass pitches, hard courts or multi-use games areas), noise levels must not be of excessive nature as to not irritate our neighbours.
- If applicable, hirers will be issued with TSAT Lettings Covid-19 Guidelines that must be signed in agreement. It is the hirers responsibility to ensure guidelines are upheld at all times whilst using the facility. Any breaches will result in cancellation of booking as per point 12.

12. BREACH OF CONDITIONS

In the event of a breach of any of the conditions, rules and regulations by the hirer or their members, TSAT reserves the right to cancel the hiring with notice in writing to the hirer and TSAT shall not be liable to refund any portion of the hiring fee.

13. PREMISES

- Please make sure that the facilities are left in the same condition as at the start of the session/booking.
- No alterations, additions or fittings for any apparatus, equipment or decoration shall be carried out.
- Children under 16 must not be left unattended and or unsupervised within the premises before, during or after a session. The hirer must ensure that all children are appropriately supervised and collected prior to leaving the premises.
- No dogs are allowed on the site unless they are recognised as dogs for the disabled.

14. SAFEGUARDING OF CHILDREN & VULNERABLE ADULTS

All clubs and voluntary organisations who have under 18's or vulnerable adults in attendance must have appropriate policies and procedures in place with regard to the safeguarding of children and child protection. They must ensure that relevant safeguarding checks (DBS) have been made in respect of staff and volunteers. Copies of Safeguarding policies and procedures must be supplied with booking form. TSAT have the right to suspend a booking in the event of any safeguarding issue.

15. INJURY

During the hire of the facility the hirer shall indemnify TSAT against any liability, loss or claim arising from:

- Any person's death or injury;
- Damage to, or loss of, property; and,
- Copies of any accident or incident forms and reports raised before, during and after the period of hire.

16. VIDEO OR PHOTOGRAPHIC EQUIPMENT

In accordance with our current Safeguarding Policy, TSAT regrets that any photographic or video recording equipment may not be used on the premises without the prior written permission of TSAT and the completion of parental agreement forms, if required.

17. ELECTRICAL SAFETY & PORTABLE ELECTRICAL APPLIANCES

It is the responsibility of the hirer to ensure that any electrical appliance they wish to bring into the venue is safe for use, with no visible wiring that may cause an electric shock. Any appliance should be PAT tested beforehand.

18. LICENCES

These are generally required for:

- Performing plays - responsibility of the hirer
- 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982. Requirement of the Temporary Event Notice must be declared at time of booking and arranged 10 business days before the event. The Temporary Event Notice will be arranged by TSAT. All costs incurred will be passed to the hirer. Hirers should ascertain whether or not a license is required for these uses, or for any other use to which premises are to be put and if so, to obtain and ensure full compliance with the necessary license. The premises do not already hold licenses.

19. SMOKE MACHINES & BUBBLE MACHINES

The use of smoke machines and bubble machines are not permitted due to the possibility of smoke sensors being activated. Agreement must be sought for use of birthday cake candles.

20. SIGNING IN AND EMERGENCY EVACUATIONS

It is the responsibility of the person in charge of the group, club or organisation to sign in on arrival at the premises and sign out when vacating the premises and to keep their own records of all members who attend the activity.

In the event of any emergency evacuation you must comply with all instructions received from TSAT staff, including evacuation plans which are located inside all rooms. The nearest fire exit should be used. Please make your way to the designated muster point. A map will be provided on confirmation of bookings.

21. FIRST AID

It is the hirer's responsibility to ensure that adequate First Aid cover is available for their participants.

22. OUT OF HOURS

Beyond normal opening hours and community hours' usage, the car park areas and premises will be securely closed and all permanent lighting turned off. All alarms will be monitored and a dedicated person or agency given the responsibility to attend site in an emergency.

23. CAR PARK FACILITIES

- All vehicles left in the car park are the responsibility of the owner. There are no security facilities available to those who use the car park. Please note, the car park will be locked at the end of school day/after lettings and it will not be unlocked until the following day.
- All hirers of the facility must use the TSAT car park, filling all spaces in the car park before seeking alternative parking arrangements.
- All hirers are to be considerate of the local community when leaving the site.

24. PRIVACY POLICY

We obtain and process personal data to enable us to fulfil our contract of booking. For further information on how data is used, shared, kept secure and retained please refer to our Privacy Notice, specifically 'Information for Users' which can be found at <https://www.tsatrust.org.uk/legal/privacy/>

25. MARKETING (SOCIAL MEDIA/WEBSITES/PRINTED MATERIAL)

The hirer agrees that suitable consent will be sought from their members for any personal data shared with us for publication on social media and marketing material. This includes but not limited to names and images.