

Terms & Conditions for BBG Academy Lettings

1. General Conditions for Hire

The Facility is available for hire provided that the use does not conflict with the educational activities of the Academy or the use of the Facility creates any nuisance to the neighbourhood. For booking the Facility, a Lettings Booking Form must be completed and submitted to the Academy for approval. The times of use should include for preparation and clearing up. The Facility should be vacated promptly. The Academy reserves the right to make an additional charge if an event overruns the agreed time of use or if Academy staff need to clear a Facility after use if the Hirer fails to do so. It is the Academy's decision to accept or refuse an application for hire. Bookings are entirely at the Academy's discretion.

2. Acceptance of a Letting Enquiry – Confirmation in Writing

Bookings will remain provisional until a completed Hire Agreement Form, proof of third party public liability insurance (with an indemnity of minimum £5 million), plus any other relevant documentation as listed under 'responsibilities of the hirer' is submitted and approved. When a letting enquiry is confirmed by the Academy, a copy of the form with the authorisation signed by the Academy will be sent to the Hirer. No public announcement should be made concerning the use of the Facility until the authorisation has been received. The Hirer will only be admitted to the Facility identified in the Letting Bookings Form. The Academy reserves the right to make an additional charge for additional areas used. For review and improvements to services, please keep a register of numbers attending. A hirer must not sub-let.

3. DBS

No persons under 18 years of age may make a booking for the use of the education premises. All organisations that involve children under the age of 18 years must have confirmation that DBS checks are carried out on all staff and volunteers and coaching qualification certificates in place. You are required to supply your DBS issue date on the Hire Agreement.

4. Payment

Invoices are generated at the beginning of the month and payment is preferred by bank transfer. Cheques should be payable to BBG Academy. Payment of invoices is due in 30 days. Any outstanding amounts will be pursued. Failure to pay may result in the termination of the contract. In the event the Academy has not exercised its right to cancel the booking and if payment is not received by the agreed time for use of the Facility, the Academy may, at its sole discretion allow the Hirer the use of the Facility but an additional reasonable charge may be made, the amount of such charge depending on the Facility in question.

5. Cancellation of a Letting

By the Hirer: The Hirer must notify the Academy of cancellation at least three working days prior to the date of use of the Facility. If this notice is not given, full payment is due and the Academy reserves the right to retain any deposit paid. The Hirer should complete the Lettings Cancellation Form to notify the Academy of such cancellation.

By the Academy: The Academy reserves the right to cancel any booking. Although an explanation will usually be given, the Academy may cancel without giving any reason. If the booking is cancelled due to bad weather, a refund will only be made available if the Academy makes the cancellation.

6. Safety & Incidents

The Hirer is responsible for any accident or injury that occurs when using the facility and for undertaking their own risk assessment, prior to them taking place and in order to manage the safety of all participants. The Academy does not provide a First Aider. In the event of an accident or incident, the Hirer agrees to notify the Academy and to complete an Incident / Damage Report Form immediately. Nothing in these Terms and Conditions shall limit or exclude the liability of the Academy in the event of death or personal injury due to the negligence of the Academy.

7. Damage

The Hirer is responsible for all damage, loss or injury to persons, equipment or premises which occur within the Academy premises and grounds as a result of the Hirer or its group's use of the Facility. The Hirer is responsible for arranging insurance to cover its use of the Facility. The Hirer will inform the Lettings Officer immediately upon arrival

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if the Facility is in an unacceptable or damaged condition. The Hirer must leave the Facility in a good, clean and tidy state. The Academy reserves the right to charge for any additional cleaning or repair work as a result of damage occurring to the Facility during the Hirer's use. If the Academy loans equipment to the Hirer and this is damaged, the Hirer agrees to inform the Academy immediately upon such damage occurring and to complete the Incident / Damage report Form before leaving the Facility. The Hirer agrees to repair or replace within 72 hours any equipment so damaged or pay the cost of repair or replacement within 72 hours from when it is so notified by the Academy. The Academy shall not be so liable to the Hirer whether in contract or tort (including negligence) for any losses including, but not limited to, loss of profit, loss of goodwill, loss of business or any special, indirect or consequential damage.

8. Equipment

Members of groups must not interfere with or misuse the Academy's equipment. Equipment authorised for use will be listed on the hire agreement. There may be an additional fee charged dependent on equipment used.

9. Hirer's Property

The Academy shall not be liable for any loss, damage or injury to property, equipment or vehicles brought onto the Academy's site. All such items shall be removed immediately after the use of the Facility has ended. The Hirer is responsible for arranging insurance to cover the use of these items.

10. Food, Alcohol, Smoking & Gambling

No food or alcohol shall be brought onto the BBG Academy site by the Hirer unless specifically agreed with the Academy at the time of booking. The sale of alcohol is not permitted unless prior written consent of the Academy is obtained. If agreed, the Hirer will, at its own expense, comply with the requirements of the Licensing Act 2003. No betting, gambling or gaming is permitted on BBG Property. No smoking will be permitted anywhere on BBG Property including the grass pitches, car park and driveway. For safety and hygiene reasons children under the age of 14 are not permitted in the Academy kitchen.

11. Right of Admission

The Hirer hereby allows the Academy free and unfettered admission to the Facility at all times during the Hirer's use of such Facility and to any persons so authorised by the Academy.

12. Maintenance of Good Order

The Hirer must maintain good order and operate security measures during the use of the Facility. No unauthorised persons shall use the Facility or any part of BBG Property. The Hirer must ensure appropriate indoor footwear is worn when using sports facilities, Gym and Sports Hall. Only non-marking soles must be worn in the gym and sports hall. No unauthorised electrical equipment shall be used in the Facility.

13. Licensing & Content

If the Hirer wishes to provide public music, dancing or other public entertainments, it must, at its own expense, obtain all necessary public entertainments licences etc ('Licences') and show such License to the Academy on demand. The Hirer shall be responsible for any payments due to Phonographic Performance Limited for a performing rights music license or the Phonographic Performance Limited, for a phonographic performance licence. In addition, the Hirer will be responsible for compliance with all other appropriate legislation (including but not limited to the Children's and Young Persons Act 2000, the Theatres Act 1968, Cinematography Act 1909 and 1952 and the Licensing Act 2003). No play, film or performance shall be shown or performed by the Hirer that may in any way be offensive to public feeling. The Academy shall not be liable for any infringement of a third party's intellectual property rights by the Hirer during the Hirer's use of a Facility

14. Noise Levels & Offensive Language

Noise must be contained to a reasonable level at all times and after 10.30 p.m. no noise shall be audible in any of the neighbouring homes. No potentially offensive language is to be used.

15. Use of Grounds

Vehicles parked on the school site are at the owner's risk. The school's parking bays must be used. Hirers must ensure that entrance and exit routes are kept clear.