Hodgson Academy
'Hire of School Facilities' Terms & Conditions

As hirer of Hodgson Academy facilities the club/organisation agree:

- to remain wholly responsible for the benefits of this agreement and assign no benefit herein without prior written agreement by an authorised officer of Hodgson Academy.

- that this agreement constitutes a licence and does not create a tenancy.

- that the Governing Body reserves the right to refuse any booking without further explanation.

- that I/we may be expected to meet with Academy officials and provide details of our club/organisation's aims and objectives.

- to take full responsibility for my group/organisation whilst they are using the facilities. A signatory to this agreement I agree to be the contact person and I understand that I will be deemed to be in charge and able to investigate any difficulties arising from my club/organisation's use of the facilities.

- that the facilities serve the needs of Hodgson Academy staff, students and wider community. At times, Academy facilities will not be available to hire because they are meeting the needs of the Academy, and in such circumstances, it may not be possible to fulfil the booking. If this situation arises, the Academy will advise the club/organisation at least seven days in advance of the due date. This will not constitute a breach of contract on the part of the Academy. Neither would it be considered a break in continuity for VAT exemption purposes should this situation apply.

- that Hodgson Academy give no warranty of the suitability of the premises for the use that the club/organisation intend to put them.

- to indemnify the Governors of Hodgson Academy (and those authorised to act on their behalf) against all actions, costs, claims and demands arising from any accidents and/or loss on the premises during our letting provided that the same is not due to any negligence, omission or default of the Governors and their officers, servants or agents.

- to arrange appropriate Public Liability insurance to a minimum sum of £5 million pounds in respect of the club's / organisation's use of the accommodation and equipment, and to produce evidence of that insurance to Hodgson Academy before the letting may proceed. If the club/organisation do not have such insurance cover, the Academy must be advised at the time of application. The Academy reserve the right to decline to provide the use of facilities in such circumstances. The Academy reserve the right to request sight of the insurance arrangements in place at any time.

- individual or organisations using the academy premises for running an activity for children, should follow our safeguarding policies and procedures and inform the local authority designated officer (LADO), as we would with any safeguarding allegation.

- to have policies and risk assessments in place which adhere to all relevant legislation with regards to the safeguarding of young people and vulnerable adults and in particular with regard to adult/child ratios, DBS disclosures, child protection and emergency procedures. The club/organisation take full responsibility for ensuring compliance with all such requirements, whenever delivering services to children/vulnerable adults at this facility

and it is understood that the Academy is in no way responsible for the care or welfare of any young person or vulnerable adult attending one of our sessions at this facility.

- that the Academy has the right to inspect all such arrangements, policies and risk assessments at any time.

- that the Academy requires all users to exhibit high standards of personal conduct and to remain within agreed areas of the Academy site. It is agreed that inappropriate behaviour can significantly increase the risk of accidents and/or damage to property and will not be tolerated and that users of the premises who are under 16 years of age will be appropriately supervised at all times.

- that those leading any training or teaching activity will be adequately and suitably qualified and/or experienced in the subject area that they are delivering and that the Academy has the right to see evidence of this at any time.

- that access is granted only to areas/equipment as agreed with the Academy.

- to ensure that the use of any equipment will only be undertaken by those suitably trained in the use of that equipment.

- to abide by all Health & Safety/equipment use guidance issued by Hodgson Academy personnel at any time.

- to use the facilities and equipment in a safe and sensible manner – only for its intended purpose and not in a manner likely to result in damage or injury.

- to leave all facilities, premises and/or equipment in the same order as found.

- to undertake to check and inspect the facilities to ensure that they are clear of clutter and free of litter, debris, hazards and spillages – both before and after EVERY session and to check that furniture/glazing/equipment are intact and undamaged, and that equipment used or moved has been returned to the appropriate storage area or where it was originally located and that failure to carry out these actions may result in the booking being terminated.

- to pay the cost of repair or replacement, in the case of loss or where damage is caused to equipment/property (accidentally or otherwise) and to report any such damage/breakages immediately.

- to confirm that we retain responsibility for our own health & safety during the hire period, and we will nominate a responsible person to oversee this in our group.

- that we are responsible for administering First Aid and providing a First Aid kit for the use of our own group.

- to devise and operate a 'signing-in' process to be used at every session to record details of all individuals attending each session, which could be handed to the fire officer in the event a fire broke out and the area needed to be evacuated.

- to ensure all users to are familiar with fire exits, fire evacuation procedures and the location of assembly points.

- that emergency exits, fire extinguishers and alarm points must be left free and accessible at all times, that gas cylinders or canisters are to be brought on to the premises or the school grounds and combustible materials are to be placed adjacent to any heat source.

- that smoking or vaping is not permitted anywhere on Hodgson Academy's grounds.

- to abide by any provision or requests made by the provider, to ensure/maintain the security of the buildings and users within.

- to follow instructions given in relation to the provision of keys or access codes to enter the Academy and its buildings. Access codes will be provided where necessary to access the rear of school through the electronic gates. Codes and any keys provided must be kept secure and issued only to relevant individuals. The Academy must be advised if a key is lost. Keys must be returned at the completion of the agreement or at the request of the Academy.

- that under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be given following approval by the Academy. Any temporary electrical equipment being brought into the Academy for use during a hire period MUST have a current PAT certificate. Hirers must send a copy of the certificate when making an application to book. If no certificate is produced, an Academy representative will expect to see sight of the certificate when you first arrive to use the facilities. Hirers will be refused permission to connect their electrical equipment if a PAT certificate has not been produced. If this results in the hirer being unable to use the facilities on that or future occasions, that will be the responsibility of the hirer. In these circumstances, hire fees will still be payable and no refund will be made.

- to indemnify the Governors of Hodgson Academy in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright, Designs and Patents Act 1988 or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

- that certain activities will require the granting of a premises licence from the Local Authority, and we will give sufficient notice for the licence applications to be made and concluded and to pay the cost of any such licence applications made as a result of our booking.

- that an agreement form must be completed for all bookings and where bookings are long-term, the arrangements will need to be renewed every twelve months or earlier should the Academy deem it necessary to do so due to a change in circumstances of either party.

- that all costs associated with this agreement are recovered and agree to pay to Academy the prescribed fee.

- that charges will be reviewed no less than once a year. One months notice will be given of any increase in fees to be charged.

- that we will be invoiced in advance, once the booking is confirmed, and agree to pay within a maximum of 30 days from the invoice date – unless arrangements are agreed to the contrary at the outset of this agreement.

- that we must give at least seven days notice to cancel a booking. Failure to do so will result in the full charge becoming payable. Where hirers wish to amend the date or time of a booking, we will always try to accommodate the changes. However, that cannot be guaranteed and where alternative arrangements cannot be made to suit both parties, the request will be treated as a cancellation.

- to inform Hodgson Academy of any changes in intended use, noting that cancellation without reasonable notice will require a charge to be made in lieu of rental income.

- that the Governors may end this agreement immediately by notice given by them:
    - if at any time any payment due under this agreement remains unpaid for more than 30 days after becoming due
    - if the user fails to remedy any breach of any of the stipulations and conditions contained in this agreement after being required to remedy such breach by 14 days' notice in writing.

- that in extreme cases the Governors may terminate this agreement summarily without notice if the user is in breach of legal requirements relating to health & safety or the welfare and safeguarding of children or vulnerable adults.

- to at all times ensure that nothing is undertaken to affect the reputation of Hodgson Academy, or to offend against any statute, order or bylaw or in any way compromise insurance policies in place.

- that in the case of wilful or neglectful breach of any of the terms and conditions of this agreement by the club/organisation that Hodgson Academy retains the right to terminate the hire, and that a balance of rental may be payable for the full term of the let.

ADDITIONAL FOR SPORTS FACILITY HIRERS

As a Sports Facility Hirer it is agreed:

- that the consumption of food, alcohol or any other form of drinks is not permitted within the Sports Hall or Gymnasium.
- that only non-marking footwear will be allowed in the Sports Hall - no heels or outdoor footwear. Any person wearing unsuitable footwear in these areas will be asked to remove it, even if this means they cannot participate in an activity.
- that the grass playing surfaces are vulnerable to the weather and in particular do not drain well. Activities should not take place if it is considered unsafe to do so and/or the activity will cause undue wear and tear to the playing surfaces, which renders them unplayable for others after the event. I/we agree
- that the Academy expect the club/organisation to make a considered judgement in light of conditions at the time bearing in mind the above and agree that the Academy cannot take responsibility for the suitability of the playing surfaces for our activity.

September 2026