



The Blyth Academy

Terms & Conditions for the Hire of Academy Premises

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

Status of Hirer

Lettings will only be made to persons over the age of 18 years representing lawful groups or organisations. 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 creating any tenancy between the Academy and the Hirer.

Persons may have to undergo a criminal record check via the Data and Barring Service (DBS). If a booking involves contact with students from the Academy or the organisation includes children and young people DBS checks are required for all personnel involved. These checks must be made by prior arrangement with the Academy with at least two month's advance notice.

Persons undertaking sports instruction must have the appropriate qualifications.

Attendance

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. Hirers are required to sign in and out at the Community Zone reception desk and keep records of those attending the function. Only a total number of young people and adults is required to be handed in to reception at the end of each booking.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting both within the building and grounds of the Academy.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding and for keeping clear all gangways, passages and exits. The Hirer is responsible for providing adequate supervision for the activity and should need arise is responsible for checking that all have successfully vacated the building during an emergency or practice for an emergency. Hirers are responsible for checking that all their members are present at the muster station. Hirers will be expected to sign a copy of the evacuation procedure indicating that they understand the procedure and know the position of the muster station. Hirers should have a record of contact details for each of their members.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents results in injuries to all participants in the activity for which the premises are being hired, and/or loss of or damage to property including the hired premises.

Furniture & Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind are permitted other than the use of existing pin boards. Blu-tack and similar commercial substances are not permitted in the Academy building and nothing must be attached to the walls and doors. Observation panels in doors are a safety feature and must not be covered.

Academy Equipment

This can only be provided if requested on the initial booking form. 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.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the Academy site must comply with the code of practice for portable electrical equipment. Equipment must have a certificate of safety from a qualified electrical engineer and the intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Academy parking facilities are available to those involved in the letting subject to availability. Parking is at the risk of the car driver and the Academy accepts no liability for damage to vehicles in its car parks.

Toilet Facilities

Access to the toilet facilities is included as part of the hire arrangements.

First Aid facilities

It is the responsibility of the Hirer to make their own arrangements for the provision of first aid and this includes first aid training for supervising personnel as well as the provision of a first aid kit.

Food & Drink

No food or drink may be prepared or consumed on the Academy site without the direct permission of the Academy.

Intoxicating Liquor

No intoxicating liquor may be brought onto or consumed on the premises without the direct permission of the Governing Board.

Smoking

The whole of the Academy site is non-smoking and this includes the grounds and the car park areas.

Footwear

Appropriate footwear must be used for each activity. Outdoor footwear (such as football boots) must be removed or cleaned before entering the building.

Sub-Letting

The Governing Board does not permit Hirers to sub-let the premises.

Copyright & Performing Rights

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

Right of Access

The Principal or representative reserves the right of access to any part of the premises during any letting.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any users taking part in an activity until they leave the premises. In the case of children the Hirer is responsible for their supervision until they are collected by a responsible adult.

Promotional Literature

A draft copy of any information to be distributed to participants should be handed to the academy at least a week before distribution by the Hirer. The Governing Board does not permit its logo to be used on material produced by other bodies and the Northern Education Trust does not permit its logo or name to be used on promotional literature by Hirers.

Safeguarding

Organisations involving children and young people must hand if a copy of their Child Protection / Safeguarding Policy together with details of their Safeguarding Officer. Should the details of this officer change then the academy must be informed immediately. Where a local organisation is part of a national body then the national safeguarding scheme will suffice as long as details of the organisation's local Safeguarding Officer are provided. Local community organisations which do not have a Safeguarding Policy should seek advice from the academy as their booking cannot be accepted without a policy.