



CONDITIONS OF HIRE AGREEMENT

between

Excelsior Academy ('the academy')

and

_____ ('the hirer')

This agreement will run from _____ until _____ 31/08/17 _____

Unless otherwise amended, altered or revoked.

Signed: _____ Name: _____

Date : _____

By signing this document you are agreeing to comply with Excelsior Academy's conditions of booking facilities (attached) and any other documents or guidance supplied to you by the academy and or its staff.



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We are delighted that you are considering Excelsior Academy as a potential venue for your event/activity.

In order for us to consider your request to hire our facilities, please read the following information carefully. A completed and signed Booking Request Form should then be forwarded to us as soon as possible.

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Bookings can be requested by completing our booking request form; this is available on our website www.excelsiornewcastle.org.uk.

For more information and to discuss your requirements,

During school hours please contact **Paul Southern** or **Bill Findlay** on **0191 2288400**

Outside of school hours, please contact our **Sports Reception Staff** on **0191 2288416**

Or e-mail your enquiries to facilityhire@excelsiornewcastle.org.uk



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Key Information for Event/Activity Organiser

The letting is permitted by Excelsior Academy and its governing body on the understanding that the following rules, procedures and any specific academy policies provided to you are adhered to at all times. Excelsior Academy and its governing body ('the academy') reserve the right to refuse any application to hire facilities without reason to the hirer if they feel such a letting is not in the interest of the academy.

As **Event Organiser** it is your responsibility to ensure that your group is made fully aware of the conduct, health and safety, security and fire evacuation arrangements that are included in this booklet.

The person(s) signing the lettings agreement on behalf of the hirer ('hirer') are personally responsible for ensuring these terms and conditions and any other appropriate academy policies and procedures are fully complied with.

Use of Excelsior Academy will be refused or immediately terminated should you or your group contravene any of the following points:

- We will not allow any activity that may put our reputation or core purpose at risk.
- You must take responsibility for the conduct of all participants including opposing teams and spectators.
- We will not tolerate any verbal or physical abuse, and we will report any such matters to the Police.
- You are responsible for returning the facility to the state and layout in which it was provided, and all litter must be removed.
- You must seek agreement in advance from Excelsior Academy for any additional or alternative activities, or to use any facility or equipment not agreed as part of your original booking.
- **Sub-letting of our facilities is not allowed**
- A strict No Smoking and No Alcohol policy applies to all internal and external areas of Excelsior Academy.
- Only assistance dogs are permitted in our grounds and buildings.
- All incidents and accidents must be reported immediately to Sports Reception.
- Any damage or breakages must be reported immediately to Sports Reception.

There is the possibility that we may need to use the facilities outside the normal school day, this may impact on your booking. We will provide you with as much notice as possible about these dates(s) and if applicable offer an alternative(s).

The Event Organiser must sign-in at Sports Reception at the start of each hire period, remain on site for the duration of the hire period and must sign out at the end. It is the Event Organiser's responsibility to keep a register of your guests.



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Fire Regulations and Evacuation Procedures

Excelsior Academy fire evacuation procedures are held at Sports Reception and evacuation procedures/assembly point instructions are on view in each of the indoor lettings area. **Please ensure you read these prior to your activity/event commencing.**

At the time of booking, hirers must include an estimated number of persons attending the event. Rooms/halls etc. have a maximum occupancy limit for fire safety and evacuation purposes, the number of occupants agreed by the school and hirer **MUST NOT** be exceeded.

On arrival at Excelsior Academy, acquaint yourself immediately with our Sports Reception Staff who will then point out to you the following:-

- FIRE EVACUATION PROCEDURE & ASSEMBLY POINT
- FIRE DOORS & FIRE APPLIANCES
- TELEPHONE & EMERGENCY CONTACT DETAILS

Action to take on hearing a fire alarm:

1. Evacuate the building using the nearest Fire Exit door.
2. **DO NOT STOP** to collect your belongings.
3. **DO NOT USE THE LIFT** and follow the Fire Exit signs.
4. Report to the visitor Fire Assembly Point, which is located in the main school yard in front of the tennis courts on the North side of the building

In the event of discovering a fire:

1. Use the nearest Fire Alarm – our Sports Reception staff will dial 999
2. **DO NOT STOP** to collect your belongings.
3. **DO NOT USE THE LIFT** and follow the Fire Exit signs
4. Report to the visitor Fire Assembly Point, which is located in the main school yard in front of the tennis courts on the North side of the building.

Evacuation Assembly Point:

1. Report to the Sports Reception Security Guard; giving your name and confirming that all members of your group are accounted for. **IT IS YOUR RESPONSIBILITY TO TAKE A ROLL CALL TO CONFIRM THAT ALL MEMBERS OF YOUR GROUP ARE OUT OF THE BUILDING.**
2. If anyone is missing from your group, advise the Fire Brigade immediately upon their arrival.
3. Remain at the Assembly Point until you are informed by Sports Reception Security Guard that it is safe to re-enter the building/location of your event.

REGULAR LETTINGS – all hirers should hold a fire drill at least once per term. This will be arranged by Bill Findlay – Facilities Manager. Arrangements will then be made to record that a drill has taken place in the Fire Drill Log Book held on site.

Health and Safety Information

- **We do not provide First Aid support for your event. You will therefore need to ensure that the appropriate level of First Aid support is in place.**
- Excelsior Academy Sports Reception will be staffed throughout your event.
- The hirer is responsible for undertaking a risk assessment covering all your activities prior to your event, a copy of this should be provided to the academy.
- The hirer is responsible for the supervision, behaviour and safety of those attending any event they hold, this includes minimising trip and slip hazards, crowd control, providing the appropriate number of attendants, noise levels and general behaviour. Addressing these and any other safety issues should form part of the hirers risk assessment for the event or activity.
- Fire exits, corridors and egress routes must be kept clear at all times.
- **All incidents and accidents must be reported to the Excelsior Academy Sports Reception Staff.**
- If any persons under the age of 18 or vulnerable adults are going to attend the event, the **Event Organiser** is responsible for their supervision and safety including, where appropriate DBS checks of the adults in charge of them. **Evidence of this may be required prior to confirmation of a booking.**
- Adverse weather conditions may occasionally affect the safety of our external sports areas. We will do our best to inform you when facilities are unsafe for use, but weather can change quickly. It is therefore the responsibility of the **Event Organiser** to continually assess the condition of the playing surface and any spectator areas, and to curtail or cancel activity when weather conditions compromise safety in any way.
- The hirer must notify us at the time of booking/in advance of the event if any movement of academy furniture or equipment is required. Hirers must **NOT** move academy property or furniture themselves.
- The hirer must not bring their own equipment on to site without the permission of the academy; in addition to this any electrical appliances **MUST** be PAT tested.
- **Use of the academy cooking and catering facilities is not permitted unless this has been agreed at the time of booking an event. Where consent is obtained the hirer MUST have a valid basic food hygiene certificate. Children must NOT be allowed in kitchen areas at any time.**
- Except with the prior express permission of the academy in writing and subject to any conditions which may be attached to such consent, cylinders of compressed gas, explosives or highly flammable substances (including canisters of liquefied petroleum gas) shall not be brought into or stored or used on the academy premises. Special effects and the use of pyrotechnics also require special written permissions from the academy.
- The consumption of alcohol, taking of drugs or smoking is not acceptable at any time, by anyone on the academy site. Therefore alcohol or drugs **MUST NOT** be brought on to, sold or consumed on the academy premises, the academy is a designated no smoking site. Gambling is not permitted under the terms of the letting agreement.



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Current Lettings Hours and Rates

- Facilities are available to book during the following times;
Monday to Friday between the hours of 6:00pm and 9:00pm
Weekends/School holiday periods/Bank Holidays between the hours of 9:00am and 6:00pm
- Prices include set-up/clear-down times
- * Bespoke quotes will be provided for large multi-venue events
- If facilities are not left clean and tidy after your booking, an additional charge of £25 per cleaner hour (or part thereof) will be made**
- Deposits are required for all lettings (see 3.1 in Booking Terms and Conditions). The deposit will not be returned should a breach of any term or condition or cancellation of the letting by the organisation. The School reserves the right to retain the deposit for any damage/loss/cancellation/ amendment/alteration

Facility	Capacity	Price	
		Summer Season	Winter Season
3G Astro turf Pitch	Varies	£50	£60
Astro turf Pitch (sand based)	Varies	£50	£60
Sports Hall	300	£30	
Red Room	200	£25	
Seminar/Performance Area	140 Seated	£50	
Dance Studio	60	£25	
Drama Classroom	60	£20	
Meeting Areas	Varies	£20	
Tennis Courts	Varies	£10	£15
MUGA (Multi Use Games Area)	Varies	£30	£40
Yard	Varies	£40	

***Contact Paul Southern to discuss your requirements**



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Booking Terms and Conditions

1. The Booking

- 1.1 The hire of the facility is entirely at the discretion of Excelsior Academy.
- 1.2 Excelsior Academy reserves the right to withhold or cancel the booking without compensation, and Excelsior Academy reserves the right to refuse admission.
- 1.3 A booking will remain provisional until both the Event Organiser and the academy signs the Booking Form. Reservation of any facilities requested in the provisional booking will lapse if the Agreement is not signed and returned to Excelsior Academy within 14 days of issue.
- 1.4 If the event is booked more than six months ahead of the actual event date, then we may need to hold your request on a provisional basis until such time as the academy timetable is fixed. The academy may also need to pass on any changes in hire rates that become payable in the intervening period.
- 1.5 You must disclose in full the nature and purpose of your event at the time of booking. Use of the academy is limited to those activities specified and subsequently agreed by us in your Booking Request Form. We reserve the right to terminate the event if activities take place that were not agreed as part of the booking. Should termination be necessary, no refund will be paid, and we will not be liable for any costs charged to you by suppliers.

2. Use of Premises

- 2.1 You must not use any academy space/equipment not agreed in the Booking Request Form.
- 2.2 The academy fixtures and fittings, equipment and furniture must not be altered or moved without prior permission. You may not drive screws/nails etc. into any part of the building, or affix any posters or placards.
- 2.3 Any damage to our premises shall be paid for by the hirer, the costs of which will be assessed by the academy whose decision is binding.
- 2.4 Numbers of attendees must not exceed that stated on the booking form and must not exceed the maximum capacity for any room.
- 2.5 The Event Organiser must be present for the entire duration of the hire.
- 2.6 No sub-letting is permitted, and permission must be sought in advance from the academy for any external suppliers that you need to bring on-site.
- 2.7 Start and finish times must be clearly stated on your Booking Request Form. Over-running events will be charged at double the standard hourly rate for any additional hours or part thereof. Time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period. All events, unless previously agreed, must end by 9pm, with doors locked by 9.30pm.
- 2.8 Excelsior Academy staff have free access to all parts of the site at all times.
- 2.9 No goods/refreshments may be made available/sold by the hirer at the event without prior agreement of the academy.
- 2.10 You are responsible for the effective stewarding of your event and for the maintenance of order of all your guests, including opposing teams.

- 2.11 You must inform the academy of any personnel or attendees who have any special requirements or who may require specific assistance in the event of an emergency.
- 2.12 Excelsior Academy operates a strict **No Smoking** and **No Alcohol** policy which applies to all internal and external areas.
- 2.13 No materials of a flammable nature may be brought onto the premises.
- 2.14 Only non-marking soled shoes may be worn in internal sports areas.
- 2.15 If an admission charge is to be levied by the Event Organiser to attendees, then this must be detailed in full on the Booking Request Form.
- 2.16 Any equipment brought onto the premises must be fit for purpose and safety checked, with PAT certificates presented where appropriate. All equipment, props, display materials or furnishings must be removed from the premises immediately after use to enable facilities to revert to normal use the next day. A storage charge equal to double the standard daily charge of hiring the space will otherwise be levied for each day such equipment is not removed.
- 2.17 Where copyrighted work is being performed or displayed, or where recorded music is being used in a performance, the Event Organiser is responsible for seeking permission from the copyright owners and for presenting evidence of this consent to the academy prior to the event taking place. The hirer is also liable to the copyright holder for settling any royalty payments.
- 2.18 The Event Organiser must ensure that the premises are left in a clean and tidy state. Any additional cleaning undertaken by the academy will be charged to the hirer at the appropriate rate.
- 2.19 The academy, from time to time, may require the hired-out facilities for its own use. The academy will do its utmost to communicate such situations as quickly as possible, and will return any charges paid, but will not consider claims for compensation.
- 2.20 The academy may immediately terminate an Agreement if the hirer is found in breach of any aspects of our Terms of Booking.

3. Charging, Payment Terms and Cancellation

If the academy is unable to honour the letting for any reason, an alternative date /venue (in the academy) will be offered.

The academy governing body can without notice terminate this agreement if the hirer breaches the terms of the letting agreement. Charges for hire of facilities will be reviewed annually by the academy governing body; any changes will be notified to hirers in writing.

3.1 Weekly Bookings

- On-the-day/night payment is being replaced by monthly invoicing. Billing will occur on 1st of each month covering all usage in the previous month. For example, all of September's bookings will be billed on October 1st.
- A strict 14-day payment term will apply. Access to our facilities will be immediately withdrawn if payment is not received within this time.



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- An up-front charge equivalent to one weeks' hire will be billed prior to the start of the booking. This will act as a partial surety against damage, additional cleaning costs and non-payment of invoices. This surety will be returned to the hirer on their final invoice if it has not been required during the hire period.

3.2 For Events

- A £50 refundable deposit will be payable at the time of booking.
- 50% of the facility hire will be payable 4 weeks in advance of the event.
- The remaining 50% plus any variable charges (catering etc) will be invoiced immediately after the event with a maximum 14-day payment term.

3.3 Cancellation Charges

The hirer must give at least 48 hours notice (not including Sunday) to the Academy if it wishes to cancel the booking, otherwise the hirer will be responsible for the payment of all costs incurred.

If the hirer does not give 48 hours' notice, refunds or fees payable are at the discretion of the Governing Body.

Credits for failure to use facilities will not be allowed. Failure to settle the account by the due date can invalidate the letting agreement and mean the letting is terminated with immediate effect. **If you do not agree with an account, please contact Paul Southern immediately.**

4. Insurance/ Performing Rights Society

4.1 Performing Rights Society

Application must be made to this society where copyright material is to be used, it is the hirer's responsibility to comply with all appropriate laws.

4.2 Insurance

- The hirer will be held financially responsible for any damage he/she or his/her agents or guests cause during the letting to academy premises or property. (This applies to ALL lettings (i.e. single or multiple lettings to individuals or groups.)
- The Event Organiser will provide appropriate liability insurance. A copy must be supplied to the academy at least 48 hours prior to the first booking. If the hirer does not have liability insurance, the Academy reserves the option to offer insurance cover and charge an additional 10% on the booking hire charge for liability insurance.
- The academy accepts no responsibility for the loss/damage of personal property (including vehicles) brought onto the academy premises during the hire.
- The Event Organiser must obtain prior agreement from the academy for any external suppliers that need access to our site for any reason. Such suppliers must also provide appropriate liability insurance, a copy of which must be available to us.
- The Event Organiser accepts full responsibility for any damage to or theft of academy property during the period for which the premises are hired.

5. Health and Safety

- 5.1 The Event Organiser must familiarise themselves with the relevant fire, health and safety and security information contained in this pack and as provided as part of the induction meeting. The Event Organiser is responsible for ensuring that all participants are made aware of the fire, health and safety and security arrangements in place at the academy.

6. Safeguarding

- 6.1 I as the Event Organiser understand that the organisation on whose behalf this booking is made is responsible at all times for the safeguarding of any children using the facility with it, and that all safer recruitment checks are carried out for any person employed by or working on a voluntary basis for the organisation.
- 6.2 All representatives of the organisation hiring the facilities and working with children/young people or vulnerable adults have a current Enhanced DBS clearance and appropriate qualifications in the area of their work.
- 6.3 The organisation hiring the facility for an event or activity that involves children/young people or vulnerable adults must have in place a safeguarding child protection policy, safeguarding training for all staff and a central single register of all staff/voluntary personal – copies of these records/documents must be provided upon request.

7. General

- 7.1 Details of the Event Organiser and the company/organisation will be held by the academy on its database for use by its Finance team for maintaining proper records and by the PR/Marketing team for marketing purposes. **Details will not be shared with any third parties.**
- 7.2 Publicity materials must not claim or imply the support/endorsement by the academy of the event other than acting as a venue.
- 7.3 The Event Organiser shall ensure that their party complies with the academy's Internet and IT policy and shall be responsible for ensuring that the IT resources are not used for any illegal or immoral purposes.



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