

LETTINGS TERMS AND CONDITIONS AGREEMENT

BOOKINGS

Our facilities are available for one off and block bookings. All bookings will be invoiced and payment required monthly, in advance.

HEALTH & SAFETY

In accordance with the provision of the Health and Safety at Work Act 1974 and the Academy Health and Safety Policy, Wandle Valley Academy 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 social events, clubs and organisations that wish to hire the facility for a one-off event or activity.

1. APPLICATIONS, HIRE & ACCEPTANCE

Application for the hire of facilities must be submitted on the Wandle Valley booking form, available on our website.

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. PAYMENT

- All bookings will be invoiced and payment required monthly, in advance of the hire date.
- Fees and charges are subject to annual review and possible change.
- Payment must be made by bank transfer.

4. NON PAYMENT

Access to the Wandle Valley Academy facilities may be suspended or withdrawn if payment is overdue.

5. NO ASSIGNMENT OR SUB-LETTING

Sub-letting is not permitted.

6. 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.

7. CANCELLATION OF HIRE & CHARGES INCURRED

- Circumstances over which Wandle Valley Academy 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.

- Wandle Valley Academy retains the right to cancel any event or booking without notice. In the case of cancellation by Wandle Valley Academy, the whole of the fee paid for that session shall be refunded and Wandle Valley Academy will inform the hirer as soon as possible.
- We reserve the right to refuse any application.
- 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/pandemic 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 however, we will permit customers to use charges towards a future session.

8. 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 Wandle Valley Academy or contractors, agents, license or employees and for any loss or removal of any such furniture, fittings or other property.

- The decision of Wandle Valley Academy 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.
- Wandle Valley Academy accepts no liability for death or personal injury resulting from the non-negligent acts of its employees.
- Wandle Valley Academy accepts no responsibility for loss or damage to personal property.

9. INDEMNITY IN RESPECT OF THIRD PARTIES

The hirer shall indemnify Wandle Valley Academy from and against any claim from damages, costs or expenses which may be made against Wandle Valley Academy 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.

The hirer should obtain adequate Third Party Liability insurance cover with a suggested minimum level of indemnity of £5 million.

10. 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.
- Wandle Valley Academy 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. Wandle Valley Academy 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.
- Wandle Valley Academy may ban people from the facility for behaving in an inappropriate manner. Bans are enforceable for as long as is deemed appropriate by Wandle Valley Academy.
- Alcohol, tobacco, vaping and drugs are forbidden anywhere on the premises, or car parks at Wandle Valley Academy or any of the PLT 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.

11. BREACH OF CONDITIONS

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

12. 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.

13. 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.

Wandle Valley Academy have the right to suspend a booking in the event of any safeguarding issue.

14. INJURY

During the hire of the facility the hirer shall indemnify Wandle Valley Academy 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.

15. VIDEO OR PHOTOGRAPHIC EQUIPMENT

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

16. 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.

All personal electrical equipment must be PAT tested before use.

17. 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 arranged before the event. 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.

18. SMOKE MACHINES & BUBBLE MACHINES

Please notify Wandle Valley Academy if you intend to use smoke machines and bubble machines due to the possibility of smoke sensors being activated.

19. 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 Wandle Valley Academy 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.

20. FIRST AID

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

21. 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 are to be considerate of the local community when leaving the site.

22. 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.

SIGNED:

DATED: