

Sample terms and conditions
The Family of Learning Trust
Beech Hill School
External Hire and Usage

Terms and Conditions
Facilities for hire

1. All Weather Pitch (AWP) – suitable for football
2. External Cricket Nets – with two lanes (available March - September)

Condition of Use

1. All persons making use of any of the Facilities are required to comply with the following conditions of use. Entry to the Football Pitch and use of any other academy facilities is granted on the basis that the following conditions shall be deemed to be incorporated into the contract of entry to the academy, or for the use of any of its facilities.

2. Interpretation

- a. 'The Pitch' shall mean and include all buildings, grounds or other facilities comprising the academy Football Pitch for Physical Recreation and Sport and any other building or space that is hired out for external use.
- b. 'User' means any person using any of the facilities of the academy whether as a participant or spectator and whether or not a charge has been paid for entry to the Centre or the use of the facilities.
- c. 'The Hirer' means the persons or organisation hiring any part of the 3G Pitch or academy and the use of any of the facilities.
- d. 'Booked Period' means the period or periods of any day reserved for the Hirer.
- e. 'Club' includes any group or organisation approved by the manager for booking of the facilities.
- f. 'Period of Hire' means the period during which Booked Periods have been reserved for the Hire.
- g. 'Academy' shall mean The Family of Learning Trust.

3. Any person using the academy facilities shall:

- a. Comply with all the reasonable instructions and requests of the Manager or other employee of the Centre
- b. Refrain from any conduct which is unseemly or unsporting or which might cause annoyance or danger to other users of the Centre.
- c. Pay to the Centre on demand the amount of any damage (except damage from fair wear and tear) to the Centre or the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by them or by any other person participating jointly with them in the use of the facilities premises or by any person under their control; the amount of such damage shall be certified by the Manager whose decision shall be final.
- d. Consume refreshments in suitable areas which will not affect any internal facilities or playing surfaces.
- e. Indemnify the academy against all claims, demands, actions or proceedings in respect of the death of or injury of any person or damage to property belonging to any person arising out of the use by that person of the facilities otherwise than as a result of defective condition of the facility or equipment or the negligence of the academy, its agents, officers or servants.
- f. Ensure that the part of the Facility used by that person and any equipment is left in a tidy and orderly condition by the end of the period of use.
- g. Carry out and observe all instructions relating to the use of the Pitch and conduct therein which may from time to time be published by notice on the premises or otherwise.

4. Any person using the 3G Pitch shall not: (unless expressly authorised by the Academy)

- a. Bring any dangerous items in or out of the premises.
- b. Bring or Permit to remain in or on the Pitch any dogs or other animals.
- c. Sell or attempt to sell in the Academy to other users any goods, articles, or equipment of any kind.
- d. Put up any notices or decorations (internal or external).
- e. Take photographs of the facility, or arrange for any filming, or televising of any activity therein without written approval from The Family of Learning Trust.
- f. Alter or interfere with any equipment or the fittings of the facility or the structure thereof.
- g. Smoke in any area of the Centre or surrounding grounds.

5. Charges - The Academy reserves the right to vary all charges and:

- a. To vary or discontinue the availability of any or all of the facilities of the facility.
- b. To cancel bookings of any or all of the facilities of the facility at any time.
- c. To keep any monies deposited for hire of equipment if this equipment is returned in unsatisfactory condition. The Academy's decision on this matter shall be final.

6. The Loss or Damage to Personal Property

The academy does not accept responsibility or liability for any damage to or loss of any property or articles or anything else placed or left on the premises by the User.

7. Injury

The academy shall not be liable for any personal injury and/or consequential loss, including fatal injury and consequential loss sustained by any User of the facilities; however such injury or loss is sustained, except where such injury or loss is directly caused by the negligence of the academy or its employees. Lack or inadequacy of supervision of the use of any equipment, amenity or facility of the Centre shall be deemed not to be negligence on the part of the academy or its employees unless such supervision has previously been expressly arranged with the Manager of the Centre.

8. Breach of Condition

In the event of any breach of these conditions the User may be required by the Manager to leave the Centre and will forfeit the charge paid by such User for entry to or use of the Centre. Such action shall be without prejudice to any rights which the academy may have against such User by virtue of these.

9. Alterations of Conditions

The academy reserves the right without prior notice at any time to alter or amend the whole of or any of the individual condition.

Data Protection Act

We will only use your information for administration purposes, such as maintaining your Sports Centre membership and use of the facilities, communicating with you as a 3G Pitch user and monitoring health and safety issues. We don't retain your data once you cease to be a 3G Pitch user.

Facilities Court Reservations and Equipment

The set up and take down of equipment associated with a booking will take place within that bookings 'letting' period.

No Shows and Late Cancellation

3G Pitch users who make bookings but fail to attend their reserved session will be subject to a charge unless 3 hours prior notice of cancellation is given.

Facility Maintenance

The Academy has a continuous programme of facility maintenance that normally occurs during academy holiday periods. Some of our activity areas may not be available for use during periods of maintenance. In exceptional circumstances this may be for a significant period of time but will be communicated accordingly if this is the case.

Closing Time / Finished Sessions

Users are required to vacate the booking area as promptly as possible to give the full allocated time for the next booking.