



**Kempston**  
challenger  
academy

**Kempston  
Challenger Academy**

Hill Rise  
Kempston  
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**Telephone:** (01234) 290900  
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**Executive Principal:** Mr Ian Evason  
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## LETTINGS

### TERMS & CONDITIONS OF USE

These terms and conditions, together with the booking form to hire the College, shall constitute the contract between Kempston Challenger Academy and the Hirer(s).

#### Application

- 1 Application for the hire must be made on the booking form provided which will form the basis of a licence to use Kempston Challenger Academy premises.
- 2 If an Organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
- 3 The Hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
- 4 This agreement is personal to the Hirer and may not be assigned to any third party.
- 5 The number of persons using the hired property/premises shall not exceed the number advised by the Hirer and authorised by the College.

#### Cancellation

- 6 There will be at least one week's notice, in writing to the Lettings Co-ordinator, for any cancellation of a booking made by the Hirer. Cancellations made after this date will be charged at half the booking fee.
- 7 The College reserves the right to cancel any licence at any time in the event of the College requiring any hire property for College purposes or for any reason which is considered necessary by the College. **This may be at short notice.**

#### Force Majeure

- 8 Neither party shall be liable to the other for any loss or damage, which may be suffered by the other party due to any cause beyond reasonable control. This may include, without limitation, any act of God, inclement weather, failure or shortage of power or fuel supplies, flood, fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications operators, internet services providers, government or highway authorities, public or other competent authorities disturbance of the peace, riot, war and military operation.





## Payment

- 9 An invoice is produced and sent via email at the end of the month.
- 10 The hours of hire MUST include time preparing for the event and clearing up.
- 11 Hirers will be charged for additional work not undertaken by the Hirer at the end of the let e.g. removal and replacement of furniture, apparatus, equipment, etc. Cleaning will be carried out by the Site Agent at a charge of £14 per hour should the accommodation not be left in similar condition at the end of the letting period to that found at the start. An invoice will be raised as soon as costs are known.
- 12 The charges of hire will be those in force on the date of hire. If charges are increased between the date of application and the actual date of hire, then a supplementary charge will be made.
- 13 The Hirer shall be responsible for all damage caused and shall indemnify the College against all loss, damage and expense unless due to the negligence of the College and any such damage shall be reported immediately to the College.
- 14 Any damage caused to the accommodation (or elsewhere in the College) shall be compensated to an extent considered reasonable at the discretion of the College with seven days of a written demand.
- 15
- 16 The Hirer shall indemnify the College against all and any expenses, liability, loss, claim and proceedings arising in respect of personnel injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the Colleges negligence.
- 17 The Hirer shall obtain insurance against legal liabilities to third parties (including the schools) with a limit of indemnity of at least £5 million for any one incident.
- 18 Hirers who have their own Public Liability insurance cover must supply a copy of their current certificate with the application form.  
Hirers who **do not** have their own Public Liability insurance cover will be required to purchase cover by way of a fee equivalent to 13.75% of the letting fee (in respect of insurance cover charge) plus 6% of the insurance cover charge (in respect of insurance premium tax). Please note that the policy excess is £250 which, in the event of a claim, will be payable by the Hirer.

## The Premises

- 19 Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
- 20 The hours of hire MUST include time preparing for the event and clearing up.
- 21 Smoking is not allowed anywhere in the site or within 100 yards from the College gates.



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- 22 This agreement does not include the use of equipment, including PE, except where specifically agreed and subject to any further fees chargeable: kitchens and catering equipment shall not be used.
- 23 **Sports Hall/Gymnasium/Dance Studio** Suitable shoes must be worn in these areas. **All equipment must be returned to its original storage position and the facilities must be left in their original condition.**  
**Drama Hall** No food or drink to be consumed in the hall.
- 24 Vehicles are not allowed on the grass or the College playing fields unless by prior agreement with the College. Any damage resulting will be subject to a charge to the Hirer.
- 25 Hirers should note that the changing facilities must be left in a good condition at the end of the letting – litter should be removed, muddy boots should not be worn inside nor cleaned in the shower, the College strict no smoking policy applies.
- 26 Hirers are reminded that spectators as well as active participants are bound by the Condition of Hire.
- 27 The Site Manager or Lettings Co-ordinator may be forced to cancel the letting of sports pitches because of poor grounds conditions.
- 28 Animals (except guide dogs) are not permitted on the College site.
- 29 Vehicles are parked on the College site at their owner's risk. The College cannot accept responsibility for any damage or theft.
- 30 The Hirers should familiarise themselves with the escape routes and the position of fire alarms and fire extinguishers. They should ask the College Site Agent to show them these. A map of the school site should be given to every Hirer.
- 31 The Hirer shall agree that should the accommodation be required for a College function or if maintenance of the grounds/premises is necessary, then alternative accommodation or dates will be offered to the Hirer, or if agreement cannot be reached then the Hire fees will be refunded.
- 32 No intoxicated person shall be admitted or allowed to remain on the College premises.
- 33 The Governors will only allow the use of the College premises for activities which they consider consistent with the character of the building and the educational purpose for which they are provided.
- 34 The governors and the Local Authority will not accept any responsibility for any loss or other expenses incurred by the Hirer. In the event of the cancellation by governors or the Local Authority of the Hire.

### Performing Rights and Licences

- 35 No copyright work shall be performed in the accommodation without licence of the copyright owner and the Hirer shall indemnify the College against any penalty or sanction for any copyright infringement that may occur.
- 36 The Hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
- 37 The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the College.
- 38 No alcoholic drinks shall be brought onto the accommodation except where the College agrees otherwise and where a licence has been obtained.





- 39 No film or video shall be shown in the accommodation without the College's prior consent. The Hirer needs to sign the hire agreement that they are taking responsibility that any material is appropriate for the intended audience.
- 40 Kempston Challenger Academy has a Policy that the filming of students can only take place with parental permission.

### Health and Safety

- 41 The Hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precaution and procedures in existence.
- 42 No addition, adaptations or alteration of the electrical installation shall be carried out nor shall any material be affixed to the College walls without permission from the Site Agent. Hirers are responsible for ensuring that any electrical equipment which they bring onto the site complies with normal health and safety standards. The College has no liability for any electrical equipment brought onto the College site.
- 43 Animals, other than guide dogs are not permitted on the College premises.
- 44 The Hirer shall leave the accommodation in a clean and orderly state.
- 45 The disposal of any refuse from the use is the responsibility of the Hirer.
- 46 All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 years of age, or vulnerable adults, even if this is supervised.
- 47 In relation to activities for children, the Hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the College site.
- 48 All clubs/organisations hiring the facilities must have the following policies in place:
  - Health and Safety
  - Quality Assurance
  - Child Protection (if working with children)

### Preservation of Order

- 49 The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
- 50 The College does not accept any responsibility for any articles of property left by the Hirer, their guests, agents or any member of the public on the hired property during the period of the hire.