

...kitchen, toilet and car parking, and when sports facilities are used, changing and washing facilities and any appropriate nets, net posts etc *may* be included within the hire charge. Bats, balls and racquets are to be provided by the hirer.

### **Compensation, indemnity and insurance**

Each organisation hiring any of the facilities long term (block booking) must ensure they have their own Public Liability Insurance for a minimum of £5,000,000 - a copy of which must be provided to the centre to be held on file. The hirer shall be responsible for any damage or loss resulting from the hire and shall indemnify the Academy against any resulting claims or liability. When the Academy premises are used, insurance cover for this liability is provided by the Academy on behalf of hirers.

### **The Bourne Trust Public Liability Insurance Policy.**

Insurance cover operates for the specified duration of the letting concerning the legal liability of user(s) for:

- (i) bodily injury to persons other than members of the using organisation as a result of its activities.
- (ii) loss of, damage to, {arising out of the negligence of the hirer or any person or group of persons using the premises with the consent or permission (implied or otherwise) of the hirer}
  - (a) BET's property and equipment whilst being used by the hirer, and
  - (b) members of the using organisation's personal property
  - (c) BET's property and equipment whilst being used by the hirer, and
  - (d) members of the using organisation's personal property

-subject to an excess of £100 in respect of any loss of, or damage to, property caused other than by fire or explosion.

#### **i.e. THE HIRER MUST MEET THE FIRST £100 OF EACH AND EVERY CLAIM**

The limit of indemnity is £3,000,000 in respect of any one claim or series of claims arising from one incident.

The conditions of the policy that the hirer(s) should not deliberately do, or fail to do, anything, which is known, will inevitably, or with reasonable foresight, result in bodily injury or loss/damage to property.

The hirer(s) should act responsibly at all times and ensure activities are suitably controlled and organised. Care must be taken to ensure supervision of inexperienced participants and appropriate use/maintenance of equipment.

Cover does not extend to injury as the result of participation in the activities of the hirer(s)

**It must be emphasised that insurance cover on this policy relates to legal liability only.**

**Should a claim be considered appropriate under this policy, details of the insurers and the policy number may be obtained by the hirer(s) from the Academy.**

### **Risk assessment**

An up to date risk assessment will be needed and should be re presented every year.

### **Safeguarding of children and young people**

Any organisation submitting a lettings request involving working with children and/or young people must have a current Child Protection Policy in place.

Qualified and/or experienced coaches or teachers of the activity taking place must appropriately supervise all activities. These procedures are to comply with the duty of care expected from us by Ofsted. The hirer is required to provide the Academy with evidence of qualifications and experience and a list of current enhanced DBS numbers and dates for each member of staff working directly with children. Please supply this information with your signed booking form. Please read and sign the enclosed Child Protection Form.

### **Health And Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order