



**Four Dwellings**  
Academy  
To make our best better



**Academies**  
Enterprise Trust  
To make our best better

**ACADEMIES ENTERPRISE TRUST**

**FOUR DWELLINGS ACADEMY**

**LETTINGS TERMS AND  
CONDITIONS**

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**THIS LICENCE is BETWEEN:**

- (1) **ACADEMIES ENTERPRISE TRUST** whose registered office is at Kilnfield House, Foundry Business Park, Station Approach, Hockley, Essex SS5 4HS ('Licensor')
- (2) **The Licensee as per the agreed booking confirmation**

NOW IT IS AGREED as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this license:

'**Academy**' means Four Dwellings Academy, Dwellings Lane, Quinton, Birmingham B32 1RJ;

'**Common Parts**' such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of in or upon the Academy the use of which is necessary for obtaining access to and egress from the Premises as designated from time to time by the Licensor;

'**Licence Fee**' means the agreed hourly rate as per the booking confirmation

'**Licence Period**' means the agreed period for hire in the booking confirmation

'**Permitted Hours**' means the hours agreed in the booking confirmation

'**Premises**' means the area agreed on the booking confirmation which forms part of the Academy;

'**Permitted Use**' means use of for all the usual activities of The Group / Club

'**Service Media**' all media for the supply of heat, electricity, gas, water, sewage, energy;

'**VAT**' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to license fees or other sums payable by the Licensee are exclusive of VAT.

**2 LICENCE**

2.1 The Licensor permits to the Licensee to occupy the Premises for the Permitted Use (in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the right given to the Licensee to use the

Premises for the Permitted Use) during the Permitted Hours during the License Period together with rights mentioned in Schedule 1.

2.2 The Licensee acknowledges that

2.2.1 the Licensee shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licensor and Licensee by this agreement;

2.2.2 The Licensor retains control, possession and management of the Premises and Licensee has no right to exclude the Licensor from the Premises.

### 3 **LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Licensor as follows:

3.1 to pay to the Licensor the License Fee in with 14 days of the invoice issue date if payment in arrears is agreed or to pay the License Fee 24 hours before the license period if payment in advance;

3.2 to reimburse the Licensor in respect of any reasonable remuneration made to the Licensor's employees where such remuneration arises as a result of the Licensee's exercise of this licence;

3.3 to keep the Premises clean and tidy and clear of rubbish;

3.4 not to use the Premises other than for the Permitted Use;

3.5 not to make any alteration or addition whatsoever to the Premises;

3.6 immediately upon the occurrence of any damage to the Premises or other property of any kind on it, or injury to any person on the Premises to make good the same, or pay to the Licensor or the person injured full compensation in money for such damage;

3.7 to comply in all respects with the requirements of all statutes applicable to the exercise of this licence, and use reasonable endeavors to ensure that all members of the Group/Club comply with such statutes;

3.8 to comply with any rules and regulations which the Licensor may make governing the use of the Premises and exercise of this licence and of which the Licensor shall notify the Licensee;

3.9 not to obstruct the Common Parts make them dirty or untidy or leave any rubbish on them;

3.10 Not to impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises;

- 3.11 To permit the Licensor or its officers, servants or agents to enter and view the exercise of this license and the arrangements for security of the Premises;
- 3.12 not assign or sublicense the whole or any part of this license which is personal to the Licensee;
- 3.13 not do anything on the Premises which is illegal or which may be or become a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighboring premises;
- 3.14 to obtain all permissions, licenses and consents from all appropriate authorities and serve or display all notices that may be required to exercise the license on, at or from the Premises;
- 3.15 not to apply for any planning permission in respect of the Premises;
- 3.16 to keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or any persons at the Premises expressly or impliedly with his authority and under his control, or the exercise or purported exercise of the rights given in clause 2, or any breach or non- observance by the Licensee of the obligations, conditions or other provisions of this license;
- 3.17 not do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable; and
- 3.18 to effect and throughout the License Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Rights in the amount of £5 million in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Licensor or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt;
- 3.19 to take any precautions necessary to ensure the safety of those attending during the period of hire including ensuring the means of escape from a fire are not blocked or impeded;
- 3.20 to immediately inform the academy of any emergency or accident or serious incidence that occurs on the academy's premises. This should be done in person and may require the applicant telephoning Duty Site Staff on 07837 765755 and the Licensee will be responsible for reporting to the Health and Safety Executive any accident that arrives from activities that it organises;
- 3.21 to ensure those providing services to children whether students at the academy or others must have policies and procedures in place to ensure children's safety and must provide evidence of these to the Licensor as required eg Safeguarding Policy, DBS checks etc;

3.22 to be responsible for the provision of first aid. Proof of qualified first aiders must be provided at the time of booking;

3.23 to be responsible for all members of their group, including parents, spectators etc. It is the licensee's responsibility to ensure that these persons also vacate the premises including car parks at the end of the letting period;

3.24 to obtain express permission from the Academy to leave any equipment on the premises. The licensee is responsible for any equipment left on the premises and ensuring that such equipment is in good repair and after use safely stowed away. All electrical items must be PAT tested before being brought into the Academy. Items no longer required by the licensee, or deemed by the Academy to be unsafe or beyond repair or unsafely stored on the premises shall be promptly removed by the licensee on demand. If such request is not complied with by the licensee within 30 days, the items may be disposed of by the Academy and the licensee shall reimburse the Academy for any expense it incurs in this regard;

3.25 Alcohol is not allowed to be sold on the premise unless prior permission is given by the Academy and the license obtained by the licensee. Illegal drugs are not to be brought onto or consumed on the premises.

3.26 The Academy is a **NO SMOKING** site. Smoking is not allowed anywhere on site including e-cigarettes.

3.27 Inflammable, dangerous or noxious substances shall not be brought onto site.

#### 4 **LICENSOR'S OBLIGATIONS**

The Licensor agrees with the Licensee as follows:

4.1 if the facility becomes unavailable due to curricular activities, notice of at least one week will be given where possible. In the event of this occurring, the licensor will endeavor to provide an alternative facility where possible or no charge levied if alternative arrangements for use cannot be made

4.2 to indemnify the Licensee against, all charges for electricity, water, gas, and other services consumed or used at or in relation to the Premises during the exercise or purported exercise of this license;

#### 5 **TERMINATION**

5.1 The applicants will complete all relevant paperwork in a true and accurate way, false information may lead to license's being terminated. No access to the facilities will be given until the terms and conditions have been agreed.

5.2 The Academy reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavor to give as much notice as possible. The Academy will refund any monies paid in respect of the letting so

cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the licensee may have incurred or be liable to pay.

The license shall end (without prejudice to the Licensor's rights in respect of any breach of the Licensee's obligations contained in clause 3):

5.3 immediately on notice served by the Licensor at any time following any breach by the Licensee of the obligations contained in clause 3; or

5.4 at the expiry of not less than 28 days notice given by either party to the other expiring at any time.

## **6 MISCELLANEOUS**

6.1 The Licensee will be responsible for providing a First Aider and first aid equipment for their group/team and for ensuring that all accidents are reported to Facility Staff.

6.2 The Licensee when hiring the 3G Pitch is responsible for ensuring that the attached 3G Rules are adhered to by all visitors to the site associated to their club/group i.e. coaches, spectators, players etc.

6.3 The Academy will be closed during official bank holidays and no charge will be incurred for these days during the contractual period. The Academy will be closed during the Christmas / New Year holiday period.

6.4 Charges are subject to review at any time that the Academy feels it necessary in order to cover costs. You will be notified in writing.

6.5 Nothing in this licence is to imply or warrant that the Premises may lawfully be used, or are physically suitable for the exercise of the Permitted Use.

6.6 Nothing in this licence is intended to confer any benefit on any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

6.7 The Licensor shall not be liable for the death of, or injury to, the Licensee or his employees and invitees or for damage to any property of theirs, or for any losses, or other liability, incurred by them, or in the exercise or purported exercise of the licence except where such death or injury is due to the negligence of the Licensor.

6.8 All notices served by either party pursuant to the provisions of this licence shall be in writing, and shall be sufficiently served if delivered by hand, or sent by recorded delivery to the address of the Licensor or Licensee specified in this licence.

6.9 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection

with this licence or its subject matter or formation (including non-contractual disputes or claims).

6.10 Gambling and playing for money shall not be permitted on site.

6.11 No nails or fastenings shall be driven into the wall, floor, ceiling or partition of the premises without the permission of the Academy.

6.12 No interference with the electric or gas fittings or meters or any other fixtures or any other physical part of the school. There will be a duty member of staff present on the premises at all times who will assist with any concerns.

6.13 The academy respectfully ask that when using the parking facilities that the Licensee and their group give consideration to other users and if access is needed by the emergency services

6.14 The licensee is responsible for ensuring that the letting area is vacated immediately at the end of the letting period to avoid inconvenience to other users. Penalty charges may be applied and /or your License agreement terminated should this become a regular occurrence.

### **Schedule 1**

The right to the Licensee during the Permitted Hours to:

- 1 Use such parts of the Common Parts for the purpose of access to and egress from the Premises as shall from time to time be designated by the Licensor for such purpose.
- 2 Park on a first come first served basis within the areas of the Academy dedicated for public parking.
- 3 The Service Media serving the Premises.





## **Appendix 1 – 3G Code of conduct**

**In order to preserve our 3G pitch, we ask that you follow these rules:**

- 1. Wear correct footwear at all times (ie change footwear outside pitch fence). See overleaf for more details.**
- 2. Bags / clothing etc., to be stored behind goals only.**
- 3. Do not warm up by running around the pitch – jumping over goal legs etc.**
- 4. Stay within your designed area of hire.**
- 5. No eating is allowed ANYWHERE on the 3G surface, this includes Chewing Gum.**
- 6. Drinking water only is allowed – however please remove rubbish as you leave.**
- 7. Smoking (including electronic devices) is NOT allowed ANYWHERE on school site (even in cars parked in car park).**
- 8. Do not move / attempt to move ANY goal posts. Contact Duty Site Staff on 07837 765755 for assistance.**
- 9. Only use the portion of the pitch you have hired and leave the pitch promptly at the end of your session to avoid disrupting other users and incurring additional charges.**
- 10. During matches, all spectators must REMAIN outside of the pitch perimeter fence.**
- 11. Only Guide Dogs are allowed on the site.**

**FAILURE TO COMPLY WITH THESE RULES MAY  
RESULT IN YOUR CONTRACT BEING  
TERMINATED WITHOUT NOTICE**



### Footwear guidelines for 3G Synthetic Surface

- To protect & maintain the high quality playing surface, approved footwear must be worn at all times. The only footwear permitted are **round rubber, plastic moulded studs or astroturf trainers**.
- At no time should or under any circumstances should any type of screw in studs , blades, rugby boots, trainers or spiked running shoes be worn on this pitch either as a player or coach.
- Only approved footwear should be carried onto the pitch. Any person with incorrect footwear will not be allowed to participate. Failure to comply may lead to the loss of future bookings.
- Not only is it essential these guidelines are adhered to for the protection of the pitch but it is also a Health & Safety requirement.

### Examples of footwear allowed

Nike Total 90 Shoot III Astro Turf Football Boots



Puma King XL

Adidas AdiNOVA II FG

### Examples of footwear NOT allowed



Adidas Lin Jogger & Reflect

Nike CTR360 Trequartista FG

- Four Dwellings Academy reserves the right to amend our footwear policy at any time and although we will endeavour to give notice of any change we cannot guarantee it.
- The manufacturer and supplier of our synthetic pitch have given us their conditions and maintenance regime to ensure longevity and the safety of users of our 3G Synthetic Pitch. We have to ensure these conditions are met and would appreciate the understanding and cooperation of our users.