

Terms and Conditions of Premises Hire

Responsible officer: I. Warnock

Review frequency: Annual

Date reviewed: 31 July 2014

Principal: R. Denial

Next Review Date: 31 August 2015

Ratified By: Governing Body

Ratified on: 27 September 2013

These terms and conditions must be complied with.

The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the Academy and the hirer.

Disclosure and Barring Service (DBS) Checks

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Principal, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the Academy any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request.

Indemnity and Insurance

Lettings are made on the agreement that the Academy and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the Academy premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Academy or the governing body.

The hirer shall insure with a reputable insurance office approved by Academy, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Academy, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Principal, governing body within seven days of a request.

Neither the Academy, E-ACT nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Statutory Requirements

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the Academy premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

Licenses and Permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the Academy the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

The Principal must be given notice at least four weeks of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact your District Council:

Aylesbury Vale - Tel: 01296 585 560, or email: licensing@aylesburyvaledc.gov.uk

Wycombe – Tel: 01494 421222 or email: licensing@wycombe.gov.uk

Chiltern – Tel: on 01494 732140, no email specified.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools - Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify The E-ACT Burnham Park Academy against all sums of money which E-ACT may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the Academy's health and safety policy shall be strictly observed. Nothing shall be done which

will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Principal;
- the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- performances involving danger to the public shall not be permitted;
- highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the governing body;
- no unauthorised heating appliances shall be used on the premises;
- all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body and E-ACT disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

The Hirer's Responsibilities

The hirer must inform the Academy of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the Academy to provide first aid facilities and use of the Academy's resources is not available.

Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in Academy buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Artificial Pitch (Tiger Turf)

Please refer and adhere to the special instructions issued with the lettings agreement.

Food and Drink

No food and drink may be prepared (see note below) or consumed on the property without the direct permission of the Principal in line with current food hygiene regulations.

Kitchen/Food preparation*, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the Academy's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

A 'Slip Kitchen' - where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Principal / Governing Body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring. An inventory of intoxicating liquors held at an event is to be produced and a member of the Academy staff should witness the removal of the intoxicating liquor.

Smoking

The whole of the Academy premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Nuisance/Disturbance

Hirers and organisers of events in the Academy premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the Academy's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the Academy premises.

Rules

The hirer shall comply with any rules and regulations which the Governing Body shall make at any time.

Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance notice of at least 28 days either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The governing body and E-ACT will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

Storage Ancillary to the Hiring

The permission of the governing body/Principal must be obtained before goods or equipment are left or stored on the premises, except that the Principal is authorised to grant permission for the overnight storage of goods and equipment brought to the Academy for a particular event.

Loss of Property

The governing body and the Academy cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Academy. **In particular the Hirer must ensure that access to the Academy by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the Academy should avoid undue noise on arrival and departure.

Toilet Facilities

Access to the designated Academy's toilet facilities is included as part of the hire arrangements.

Right of Access

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Principal or members of the governing body from the finance committee may monitor activities from time to time.)

Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Complaints

Any complaints arising from a hiring agreement will be dealt with using the Academy's complaints procedure, a copy of which is available from the Academy website, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Principal's discretion which complaints' procedure is followed.