

## Terms and Conditions of Lettings

### GENERAL

1. These regulations apply for the letting of all premises and grounds administered by the Academy Council. In the case of the use of Education Authority premises required by Act of Parliament, these regulations apply so far as they are not inconsistent with the provision of the Act concerned. This act covers the use of academy premises for electoral purposes should local or national elections be called.
2. In these regulations Academy Council means:- the Academy Council of Hanham Woods Academy.

### PROCEDURE

3. All applications must be on the form provided by the Academy Council and must be completed in full. Failure to do so may result in the application not being approved.
4. All applications must be made not less than twenty-one days before the proposed date of use. Where the proposed date of use falls within a school holiday, the application must be submitted not less than twenty-one days before the commencement of the holiday period. Applications for the use of playing fields for fetes should be submitted not less than two months before the proposed date of use.
5. Applications will only be accepted for a maximum of one year between the first day of September and the last day of August of the following year.
6. The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
7. All lettings must be approved by the Academy Council.
8. The Academy Council may cancel any letting at any time; the fee will not be charged for that session(s) or an alternative date will be offered, except in the case of misconduct, in which case a fee will be charged.
9. No letting shall be considered approved or any charge confirmed until done so in writing on behalf of the Academy Council.
10. No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons who knowingly act in contravention of the regulation will be charged at the appropriate rate and refused permission to use any of the school facilities in the future.
11. The Academy Council reserves the right to impose special conditions in respect of letting, series of lettings or class of lettings in order to protect its employees or property.
12. The Academy Council may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Academy Council to be desirable including (without prejudice to the generosity of the foregoing) requirements as to fire precautions; security of person or premises; the employment of security or other staff; the exclusion or admission of any person, persons or class or person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance. The hirer may treat any special condition imposed after the booking as being accepted as a cancellation under regulation 8.

### CHARGES

13. Charges will be made at rates which will be determined from time to time by the Academy Council and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the Academy Council reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with Regulation 8.
14. Hanham Woods Academy require 21 days notice of cancellation of a regular session and will charge the hirer for the sessions during this period. For ad-hoc cancellations a minimum of 24 hours notice is required or the full cost of the hire is due.

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#### CARE OF PREMISES

15. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
16. The hirer is required to pay the Academy Council the cost of making good any damage to property or equipment which may be the result of letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the Academy Council for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
17. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the Academy Council. Standing on equipment, seats, furniture, and window sills etc is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixing which would damage or disfigure any part of the premises. Posters/displays must not be stuck to the wall. Chalk, resins or polishing materials may not be used on floors.
18. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor are any specialist equipment such as a public address system to be installed by the hirer, except with the express approval of the Academy Council.

#### EQUIPMENT AND ACCOMMODATION

19. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the Academy Council. Such applicants must ensure that a suitably qualified person takes responsibility for proper use.
20. Chairs installed in the premises may be used by special arrangement with the Academy Council, but the Academy Council does not undertake to provide suitable chairs or seats for use by the hirers. Any furniture provided by the hirer must be removed immediately after the end of the letting.
21. The Academy Council does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone systems for calling assistance during lettings. Hirers should make their own arrangements in this respect.

#### CONDITION OF PREMISES

22. Whilst the Academy Council gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
23. Where facilities booked by the hirer prove not to be available during the lettings, the Academy Council will ensure that the proportionate part of the hiring fee is not charged. The Academy Council's decision shall be final in respect of any charges not made.

#### INSURANCE

24. It is the responsibility of the hirer to effect whatever insurance he/she considers is required to cover his/her liabilities. Insurance effected by the Cabot Learning Federation (CLF) does not extend to a hirers liabilities. Neither CLF nor the Academy accept any responsibility for losses or damage to private belongings whilst you are using the Academy's facilities.  
The Hirer should confirm to the Academy that of at least £5 million public liability insurance has been arranged when making the booking.

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#### PLAYING FIELDS

25. The Academy Council does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.

#### LEGAL REQUIREMENTS

26. The hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music singing and dancing licences, theatres licences and copyright. The hirer shall be fully responsible for obtaining any licence or any other permission required, always providing that no such application shall be made without the prior approval of the Academy Council.
27. The hirer shall comply with **Section 12 of the Children and Young Persons Act 1983**, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
28. The hirer will to the best of his endeavour ensure that the requirements of the **Race Relations Act 1976** (in particular the need to promote good relations between persons of different racial groups) can be observed at all times throughout the letting.
29. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

#### COMPLIANCE WITH REGULATIONS

30. Failure by the hirer to comply with any or all of the foregoing terms and conditions and the rules and regulations where applicable, whether intentionally or not, may be deemed by the Academy Council to be just cause for the immediate cancellations of any letting or series of letting.
31. Other than where required to comply with statutory regulation in the **People Act 1983**, the use of the Academy and the facilities for political campaigning and canvassing is not permitted.

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