



Mildenhall College
A C A D E M Y

Lettings Policy

Adoption Date: November 2016

Last Reviewed: 1st November 2017

Next Review: November 2020

This policy is reviewed every three years. It can be reviewed sooner if amendments to legislation or educational practice necessitate a change.

Links to other policies:

This document covers the hire of facilities at the two Mildenhall College Academy sites, Bury Road and Sheldrick Way. When applying to use the academy premises the hirer must have read this policy and by signing the formal hire agreement agrees to abide by the conditions in this policy.

Definitions

The person or organisation actually entering into the contract with the academy is the “**hirer**”. Those people making use of the premises hired under a letting agreement between the academy and the hirer are known as “**users**”. There should be a person or persons 'supervising' or organising the users - in this document the term steward is used for these.

General Conditions

- The **hirer** is responsible for the health and safety issues, not the academy. All statutory requirements must be observed and academy specific requirements complied with.
- Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park. As the **hirer** is in control of such lighting, they will be shown where the switches are.
- Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. should be made known to the users by the hirer.
- The academy will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the academy site. Parking is made available only on the basis that it is at the vehicle owner’s risk. The **hirer** is asked to arrange for users to park in designated areas only.
- The **hirer** must ensure that only that part of the building actually hired is used and must observe any instructions given by the site supervisor/ member of academy staff concerning the area available.
- The user is not entitled to use or enter the premises at other than the agreed times, unless prior arrangements have been made with the Principal.
- The Hirer must have due regard to the hire times agreed and the academy reserves the right to pass on additional costs incurred and any additional hire cost incurred as a result of the hire exceeding the agreed times.
- **Hirers** are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for. Where a lone person is on site appropriate arrangements must be in place.
- The user shall be responsible for ensuring that good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period of use.

- **Hirers** will be acquainted with the emergency and evacuation procedures (which are on display), including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarization session in advance of the actual hiring. Once completed the **hirer** takes responsibility for briefing other users associated with the hiring. They must also carry out their own fire drills. Fire appliances must not be removed or tampered with other than for fire fighting purposes. The **hirer** will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The **hirer** is responsible for drawing up specific evacuation plans for any disabled people. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. **Hirers** may legitimately request to see the academy's fire risk assessment.
- Rooms that are made available to **hirers** are checked periodically (not less than once per term) to ensure that they are in a suitable condition for the specific activity that any lettings will involve. Records of such inspections are kept. The academy is not responsible for the users' activities, but are assured that the activity and the hired room/equipment available are compatible.
- Any precautions required to ensure the users' safety when using equipment are the responsibility of the **hirer**. Equipment will be provided by the **hirer** and not by the academy. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should not be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the **hirer**.
- It is the responsibility of the **hirer** to provide first aid equipment and trained personnel.
- Smoking is not allowed in any part of the academy site. This includes car parks, grounds and common areas.
- The **hirer** shall not allow so many users into the premises as to exceed the seating and/or dancing capacity of the premises. Even if the stated capacity is not exceeded, the hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency.
- The **hirer** shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- The Principal reserves the right to have a member of academy staff present throughout the letting and to put a stop to any event that is not properly conducted.
- The **hirer** is responsible for providing access to a mobile telephone for emergency purposes.

- The **hirer** must ensure that risks associated with the activity are properly controlled throughout the hire period.
- The **hirer** must ensure that staff supervising children or vulnerable adults have an **enhanced DBS check and have undertaken suitable levels of safeguarding and child protection training.**
- Where academy premises or equipment is to be used for activities which require specialist skills an appropriately qualified person shall be available to ensure such activities are carried out in a safe manner. **Hirers** must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- The **hirer** is responsible for ensuring that the premises are returned to the control of the academy in a clean and satisfactory condition. Any additional, specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer and shall be deducted from any deposit or recharged.
- If the **hirer** wishes the academy caretaking staff to arrange furniture in a particular way detailed plans should be provided beforehand and an additional charge will be made to cover setting up and clearing away. Any furniture moved during the hire period by the hirer or users should be returned to the original position. Any cost of returning furniture moved by the hirer or users during the hire period will be deducted from any deposit or recharged.
- The user will be responsible for the proper use of facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, etc, unless special arrangements have been made) and must take all reasonable precaution to ensure that there is not damage to the fabric of the buildings, furniture and fittings and academy equipment; the user shall be responsible for making good any damage to premises and property. No fixtures or fittings should be made to the fabric of the building without prior approval.
- Prior to commencing their activities, the hirer will inspect and ensure that the areas of the academy that they are using are fit for purpose and safe to use for their intended activity. This will include all playing surfaces for physical sporting activities. The academy will accept no responsibility for any injuries caused by unsuitable or unsafe conditions during or in relation to the hirers use.

Payments, Deposits and Cancellations

- Full Payment must be received at the time of booking. The **hirer** must also pay an additional deposit by cheque to the academy of £50 for evening bookings and £100 for all day bookings. This is refundable at the end of the hire provided the booking conditions have been met.
- Cancellations should be made in writing at least twenty-four hours before the proposed use, otherwise the user will still be liable for the standard charges. It

should be noted by certain regular users that the cancellation and subsequent non payment for one session in a series can result in VAT implications.

- In exceptional circumstances it may be necessary for the academy to cancel a booking. As much notice as possible will be given, generally not less than seven days, and where possible alternative accommodation will be offered.
- The academy will accept no liability in respect of commitments incurred by the user due to such cancellation.
- Cancellations received with less than one week's notice may be subject to a cancellation fee of 50% of the standard charge.

Insurance

THE USER IS URGED TO CONSIDER EFFECTING ADEQUATE PUBLIC LIABILITY INSURANCE

- It is the responsibility of the **hirer** to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is required.
- The user shall indemnify the Authority against any claim for bodily injury, or loss of, or damage to, property (real or personal) whether belonging to the Authority or to any other person, if the user, or by the negligence of any person using the premises with the permission of the user.
- Organizations should also consider whether staff and helpers should be protected by personal accident insurance/employer's liability etc.

Licenses

- **The hirer is responsible for ensuring that any necessary licenses, required for a particular event, have been obtained, such as theatre, performing rights or cinematograph licenses.**

Alcoholic Drinks

- Express approval by the governors is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a Justices License
- Alcoholic drinks shall only be brought on the premises if they are directly provided by the user or provided by the holder of an occasional license granted by the Justices for the function for which approval has been given.
- **Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.** An additional charge will be made if this is not done.

Theatre License

- No stage play shall be performed unless a Theatre License has been obtained from the appropriate District Council. No booking will be confirmed unless such a license has been obtained. The user must observe any conditions attached to such a license.

Public Entertainment License

- Functions requiring that the premises shall be licensed for music, singing, dancing or entertainment of a like kind shall only be held if such a license is in force.

Performing Right Licenses

- No copyright, dramatic or musical work shall be performed or sung without the license of the owner of the copyright. The user shall indemnify the Authority against any infringement of copyright which may occur during the letting.
- A Performing Rights Society License is held to cover the Authority's education premises where entertainments are given, to which a charge for admission is made; this license does not cover every piece of work and the user must ensure that where the Performing Rights Society does not hold a copyright, that any royalties due, have been paid.
- Hirers are required to provide at the end of each week, by post, on forms obtainable free from the Society (or from the Education Department, Grimwade Street, Ipswich) a list of all musical works, whether published or in the manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admission is made. The form should be returned direct to the Performing Rights Society Ltd, 29/33 Berners Street, London, W1P 4AA.

Cinematograph Licenses

- Users wanting to regularly put on cinematograph shows, unless in possession of the relevant certificate from HM Customs and Excise, should apply to the appropriate District Council for a license.

General

- If any works are necessary to comply with regulations in connection with the above licenses, the user shall discuss detailed proposals with the Governing Body, and may be required to pay all or any charges for such works.

Fire Safety

- Fire-fighting equipment must not be removed or tampered with, other than for fire-fighting purposes. Fire exits/escape routes are not to be blocked or have obstructions placed in front of them. Under no circumstances are fire doors to be “wedged” open. It is the hirer’s responsibility to make their delegates aware of where the nearest fire exit is and where to muster.

In the Event of a Fire

- In the event of a fire the hirer or users will call the Fire Service (if College staff are not present during the activity).
- The hirer will call the Caretakers and inform them of the situation (if they are not on site)

Their contact details are: Stephen Ryan - 07432188966
Stephen Ellmore – 07917668280
Mark Leonard – 07506217432

All users will evacuate the building via the nearest fire exit and muster at the designated points. Users must not re-enter the building until the “all clear” has been given. The Fire Service will give this

In the Event of an Incident, Fire or Near Miss

- These must be reported to the academy immediately. The academy will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

Additional Conditions for Use of Halls and Octagon

- Scenery, costume and drapes used for stage performances or the like must be fire-proofed. Advice on fire-proofing may be obtained from the County Architect, St Edmunds House, Rope Walk, Ipswich. The academy may cancel or postpone the booking at any time, on the advice of the Chief Fire Officer.
- Where specialist lighting is to be used, the Principal must be satisfied as to the knowledge and experience of the person using, or supervising the use of the equipment. (AV Support is available at an extra charge)
- No exits may be blocked or chairs or obstructions placed in corridors. Fire appliances must not be tampered with or removed other than for firefighting purposes.
- It should be noted that not all halls are suitable for all purposes and that not all of the Authority’s premises are licensed.

- The user shall not exceed the licensed seating and/or dancing capacity of the premises.

Additional Conditions for the Use of Sports Facilities

- Academy sports halls are not available to the public for casual use, but may be hired by organized groups for evening (6.00pm – 10.00pm) or weekend use.

Playing Fields

- Playing fields may be used for normal sporting activities. For use other than normal sporting activities, approval must be sought from the Governing Body. The use of playing fields will be subject to their condition being satisfactory; in the case of bad weather the user must consult the contact provided by the Principal.
- Gymnastic apparatus **may not** be used unless specific permission has been obtained from the Governing Body, who must be satisfied that adequate supervisory arrangements will be made for its use. Users of the gym must use footwear that will not damage or mark the floor.

I have read and understood the terms and conditions of the letting, and agree to abide by these

Signed

Print

Date

Please return this form, signed and dated, with the hire agreement.