An Daras
Multi Academy Trust

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Lettings Policy

The An Daras Multi Academy Trust (ADMAT) Company

An Exempt Charity Limited by Guarantee

Company Number/08156955

Status: **Approved**	
Recommended	
Statutory	Yes
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Advisory Committee	RSS
Linked Documents and Policies	ADMAT Behaviour Policy ADMAT Health and Safety Policy ADMAT Child Protection and Safeguarding ADMAT Prevention of Extremisem Policy ADMAT Visitors Policy ADMAT Code of Conduct

The Hiring of An Daras Trust Premises

An Daras
Multi Academy Trust

Terms and Conditions

1. Applications

All correspondence and applications for the hire of Academy premises must be made to the Business manager/Head of Academy. The Trust reserves to the relevant chief officer the right to call for further of any proposed hiring.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hiring is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

3. Right of entry

The Academy reserves to their officials, the right to enter always on producing evidence of their identity. The ticket takers, or stewards, are to be instructed accordingly by the hirer.

4. Cancelling of Hiring

The right is reserved to cancel any hiring, without notice, where the Academy or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the amount of the scale or other fee payable hereunder will be refunded to the hirer, but the Academy shall not be held liable or required to pay compensation for any loss sustained because of or in any way arising out of the cancellation of the hiring.

5. Preservation of Order

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Business Manager/Head of Academy may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.

6. Intoxicating Liquor

Intoxicating liquor shall not be sold or consumed on Academy premises, unless written approval in advance has been obtained from the Business Manager/Head of Academy, and the appropriate licence obtained from the licensing justices.

7. Licensing

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the relevant Trust as licensing authority unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

8. Safeguarding Children

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises to safeguard and protect children, including undertaking, at its own expense, an Enhanced CRB/DBS Disclosure for any staff who work with children or on the premises on a regular basis ('regular' has been defined by the Department for Education (DFE) as 3 or more times in a 30-day period or an overnight stay or unsupervised contact with children). Child and user safety

must be paramount and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the DFE guidance called 'Safeguarding Children and Safer Recruitment in Education' (Latest version).

The hirer must state in any correspondence or advertising to parents that the activity is not run by the Academy. The Academy does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability.

The hirer agrees that they will not disseminate radical views or discriminatory views this ensures that the academy complies with 'THE PREVENT DUTY UNDER THE COUNTER TERRORISM AND SECURITY ACT 2015'

The hirer must attach their child protection policy with this hiring.

9. Catering services

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must contact the premises' catering contractor Chartwells, and inform the Premises Controller accordingly. All hirers who wish to use the kitchen to produce meals must arrange through the catering contractor for a member of his catering staff to be present throughout the hiring, and the hirer will be liable to meet the cost involved. This attendance is necessary to meet the obligations under the Health and Safety at Work etc Act 1974. Supervision is not required when the kitchen is being used solely for the making of beverages and/or the heating up of food. Any hirer must:

- Comply with all relevant legislation and the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.
- Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.
- Not use refrigeration equipment.
- Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.
- Be responsible for breakages, losses, damage, etc.
- Remove from the premises all rubbish and food waste.

10. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions is open for inspection in the premises office during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether he has availed himself of the opportunity of inspection.

11. Furniture and equipment

Furniture and PE equipment (other than chairs for use in halls) shall not be moved except by arrangement.

12. Copyright

A) The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the Premises Controller to use the premises shall be immediately cancelled and the Premises Controller shall have the right to recover fees, charges or any other payments referred to in these regulations.

B) The hirer shall indemnify the Trust from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

13. Electrical systems

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the Premises Controller. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

14. Stage and spot lighting

If stage lighting and spotlights are required, it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on which VAT is levied may be made for the use of stage lighting.

15. Fees and Charges

Payment shall be made to An Daras Multi Academy Trust – Charges will be set at the discretion of the Business Manager/Head of Academy. Community lettings will be considered on an individual basis.

A) The hirer shall pay to the Premises Controller with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the Premises Controller. In the event of damage occurring during the hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.

B) The Academy reserves the right to refuse access to the premises hired if the whole of the fees has not been paid or if these regulations have not been complied with.

C) The Academy also reserves the right to refuse to accept payment by cheque.

16. Payment of Charges

All charges must be paid at the time of booking, and bookings may not be accepted later than fourteen days prior. Special arrangements may be made for payment for series bookings.

17. Cancellation/Postponement of Hiring

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if fourteen or more days' notice is given, half fees may be payable, and, less than fourteen days, full fees may be payable, unless in either case the premises are re-booked.

18. Indemnity

The hirer shall indemnify the Trust against all action, proceedings, claims and demands whatsoever which may arise because of the hiring.

19. Entertainment Programme

The hirer, if called upon to do so by the Academy, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the Academy. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

20. Children's Entertainment

The following provisions of section 12 of the Children and Young Persons Act 1933 must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment 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 thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.

2. where the occupier of a building permits, for hire or reward, the building to be used for an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
3. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority. (Reference in these regulations to the education committee shall be construed as references to any sub-committee or officer to which powers in relation to Academy lettings have been delegated.)

21. Additional Regulations -Hire of Playing Fields/Open Spaces

A) No warranty is given by the Trust that the field or open space is fit for use proposed and the hirer must satisfy himself as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.

B) The hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

C) No lines are to be marked on the field or grassed area without the specific consent of the Premises Controller.

D) The hirer shall not allow the field or a part thereof to become fouled by dogs.

22. No smoking policy

It is against the law to smoke in substantially enclosed spaces.

An Daras Multi Academy Trust operates a no smoking policy – including the use of vapour cigarette smoking paraphernalia.

The hirer of the building is required to abide by these regulations.

23. Capacity figures for …….

Area	Dancing	With tables and chairs	Seated audience
Hall……	20	90	90
……			
……			

24. Fire regulations and exits – notified to the hirer prior to letting.

During the day visitors must comply with regulations as set out in the 'safety guidelines' attached to the 'visitors badge' issued at reception.