



The South Wolds Academy & Sixth Form Premises Lettings Policy

Review Date: November 2019
Reviewed by: Local Governing Body
Next Review: November 2022

CONDITIONS OF HIRING

- 1) All bookings shall be made via the on-line booking form at www.schoolhire.co.uk (School Hire Lettings website). The hirer shall pay the hire charge at the time of making the booking.
- 2) The governing body reserves the right to adjust the hiring charge:-
 - a) to cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period, and
 - b) to cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
- 3) The hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision at all times and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
- 4) For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.
- 5) The hirer shall defray the cost of making good all damage caused to the premises or other property of the academy which is in any way attributable to the exercise of this right.
- 6) The hirer shall be responsible for loss caused to the governing body i.e. the hirer shall indemnify the governing body and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the governing body or their servants or agents.
- 7) Bookings are taken subject to the premises not being subsequently required for Parliamentary or Local Government elections and in the event of the premises being so required, the academy will refund to the Applicant all charges made by the academy and already paid by the Applicant, the Governing Body shall not be liable to pay any compensation for any loss incurred by the Applicant.
- 8) The hirer shall obtain at his own expense all the necessary licences required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto.
 - a) **NOTE:** Early enquiries should be made of the appropriate District Council and/or relevant copyright holder in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Applicants for music, singing and dancing licences are required to give at least 28 days notice to the Licensing Authority.
 - b) A licence is required for the public performance of all recordings and digital electronic media recordings and a licence covering most makes can be obtained from the Phonographic Performances Limited of 1 Upper James Street, London, W1F 9DE. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.
- 9) The use of the premises is restricted to finish at 9:30 p.m. unless approval to an extension to 11.00 p.m. has been obtained prior to the letting.
- 10) The piano must not be moved unless the written permission of the Head Teacher has been obtained beforehand. Furniture and equipment must not be removed from the premises.
- 11) The users of the academy are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the academy property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.
- 12) No notice, either permanent or temporary, may be affixed to notice boards or displayed on the premises without prior approval of the Site Manager.
- 13) The provision of alcoholic drinks at functions will be left to the discretion of the Head Teacher in consultation with the Chair of the Governors. The hirer is responsible for arranging for necessary licences.
- 14) No special preparation may be applied to the floors of the premises for dancing purposes.
- 15) Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the premises are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.

- 16) No payment should be made to the Site Team staff.
- 17) The hirer may submit a request to cancel the booking using the school hire website. The school decides whether to approve the request and the rate of any refund. Currently this is a full refund of all payments made for requests received at least 5 days in advance of the booking and 20% refund of the total hire fee for requests received with less than 5 days notice. The time that the cancellation request was entered into the School Hire website will be taken as the time of receipt of the cancellation request.
- 18) The governing body do not accept any liability in respect of the parking of any vehicle at the premises connected in any way with the hirer or the letting of the premises during the letting period.
- 19) The Governing Body accepts no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.
- 20) The hirer may not sublet or assign the benefit of any letting of the premises and will be held personally responsible for the observance of these conditions.

Additional Conditions for the Hiring of Outdoor Sports Facilities

- 21) The hirers shall at the expiration of the hiring remove everything brought by them on to the academy site and shall leave it in a clean and orderly condition.
- 22) Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
- 23) The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees, etc.
- 24) No vehicle shall be parked on or taken over the grass, sports facilities or borders.
- 25) The Site Manager is responsible for the pitches and she will decide if they are fit for play. The hirer should consult the Site Manager if in doubt.
- 26) The Site Manager, Head Teacher, or the Governing Body may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.
- 27) Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.
- 28) In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) the governing body may determine the hire forthwith.