

Woodside Academy



Lettings Policy

Agreed by the Governing Body: July 2024

1. Introduction

The Board of Trustees recognise the position of its Academy in the local community and that encouragement should be given to the use of the Academy premises by outside organisations.

The Board of Trustees wishes to take every possible care to ensure that all children / young people and others using Academy premises out of school hours are safe and that they are treated with dignity and respect.

The letting of the Academy is the responsibility of the Trustees and the administration of the letting is the responsibility of the Academy Office. The Finance, Audit & Risk committee will set a scale of charges which will be reviewed annually; this scale will be used as a guideline for the Principal in agreeing the charges to be applied in each case where the board have agreed that amendments can be applied.

Any trustee, member, governor or Academy staff having a connection with a letting must formally declare this. The declaration should be recorded in formal minutes at the appropriate meeting.

Arrangements must also be made for reimbursement to the Academy's budget of costs involved e.g. site manager's salary, heating and lighting etc.

2. Policy Details

2.1 The Board regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. The Board will endeavour to maximise the use of the premises to support the local families, services, and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

2.2 Definition of a Letting

A letting may be defined as "any use of the Academy premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Slimming World')". A letting

must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents' meetings, governor/board meetings and extra-curricular activities of pupils supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against the Academy's budget.

2.3 Management of Lettings / Governance

The Premises and the Finance team are responsible for the management of lettings, in accordance with the Board's policy.

If the Academy has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Finance, Audit & Risk committee, who is empowered to determine the issue on behalf of the Board. A risk assessment must be conducted for each proposed letting.

2.4 The Administrative Process

Those seeking to hire part of the Academy premises should approach the Academy who will identify their requirements and clarify the facilities available.

An Application Form (a copy of which is attached to this model policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The Academy will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

The letting should not take place until the Application to Hire Academy Premises form has been returned to the Academy. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Board's current scale of charges. (Academies may wish to seek payment in advance in order to reduce any possible bad debts.)

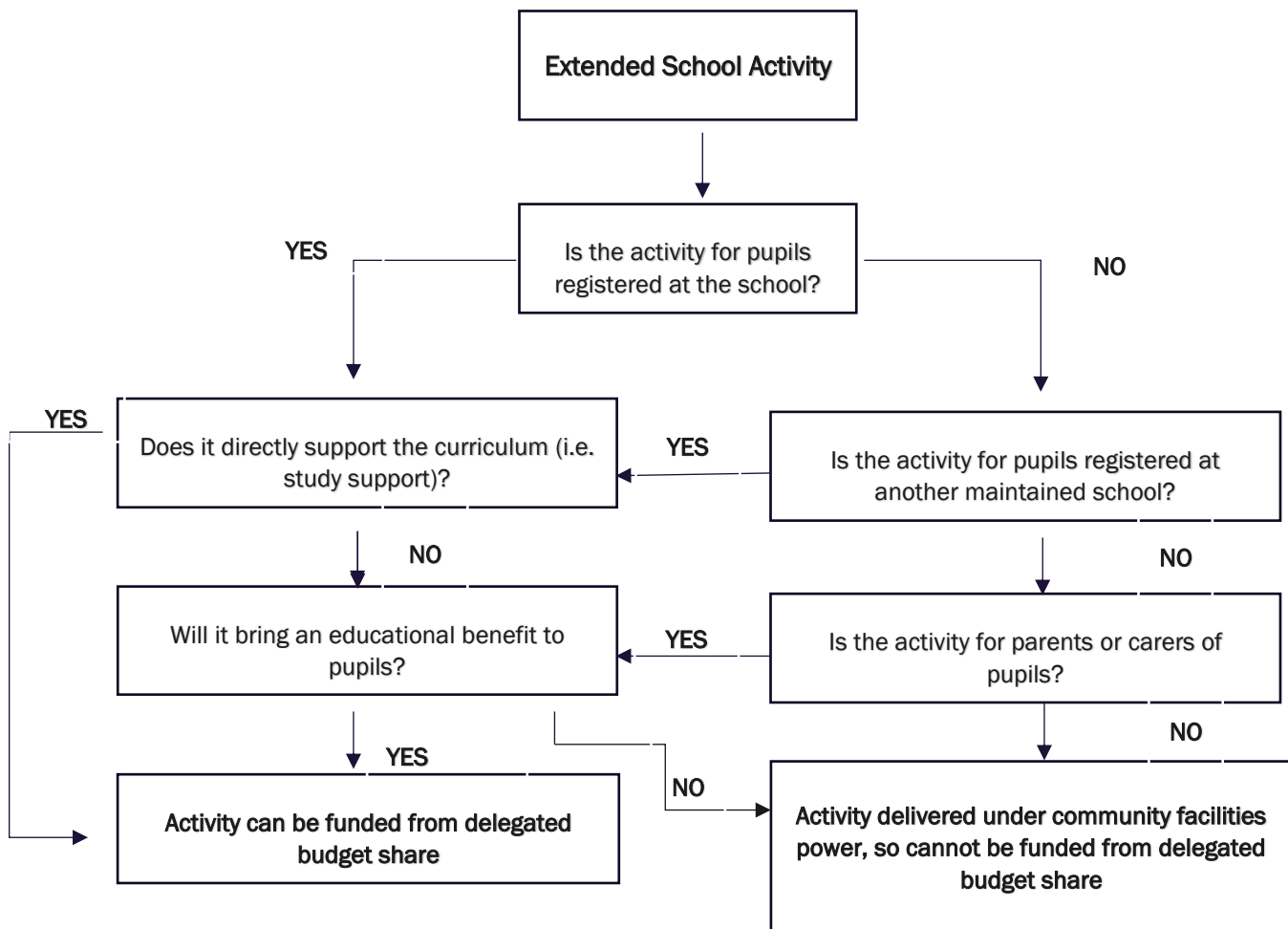
The Hirer must provide their full details with the Application Form in their name, including their permanent private address (for individual lettings), contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as "booked" until the Application Form has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the Academy.

2.5 Finance

The Academy's budget will not be used to subsidise any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the Academy for any lettings of the premises. At the very least the actual cost to the Academy of any use of the premises by the Hirer must be paid.

The flowchart set out below, taken from Annex B of 'Planning and funding extended schools: a guide for schools, local authorities and their partner organisations' may be useful where activities support pupils, families and communities under 'extended services through schools':



Having asked the above questions and considered the particular circumstances of any proposed letting, an Academy might decide, for example, that a parenting class is eligible for funding from the Academy budget because it helps pupils' parents / carers to support pupils' learning. But the Academy might consider that a play scheme during holidays is not eligible for funding from the Academy's budget if its purpose is mainly childcare, i.e. that it is a community facility rather than of being any direct benefit to pupils.

2.6 Charges for a Letting

The Academy is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating, lighting & catering)
- Cost of staffing (additional security, caretaking and cleaning) - including "on costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of Academy equipment (if applicable)

In order to achieve full cost recovery, the Academy will calculate costs using financial and energy costs based on actual room sizes. In certain circumstances a deposit may be requested.

Abatement of charges can only be made, subject to Principal / Vice Principal approval.

2.7 VAT

Only when the Academy is VAT registered can VAT be charged on lettings.

2.8 **Public Liability and Accidental Damage Insurance**

The Academy will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the Academy. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/activity by both the Academy and Hirer together. Copies must be given to the Hirer and kept on file in Academy.

2.9 **Safeguarding – Status of the Hirer & Safeguarding of Children & Young People**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the Academy does not wish to hire the premises. Persons may have to undergo, at the discretion of the Academy, a Criminal Record Check (DBS). If a particular letting involves contact with the Academy's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DfE guidance. All staff in academies are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the Academy to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the Academy, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Academy, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the Academy's pupils (for example, at an after-school sports club) must be appropriately qualified. The Academy will ensure that any Hirer shall not sub-let the premises to another person.

2.10 **Risk Assessments**

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/activity by both the Academy and Hirer together. Copies must be given to the Hirer and kept on file in Academy.

2.11 **Security of Premises**

Entrance to the Academy will be via the Main Entrance. It will be the responsibility of the Hirer to ensure that the Academy premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

For security reasons the Academy keys will not be available to the Hirer. An Academy staff member will be available to open and lock up the premises.

The Academy will provide the Hirer with the name and phone number of the Academy contact in case of an emergency.

2.12 **Use of Facilities**

- a) The Hirer will be responsible for the proper use of the Academy facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings; or Academy equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users'

safety when using equipment, such as the provision of information and training, are the responsibility of the Hirer. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the Academy in a clean and satisfactory condition.

- b) The Hirer must be advised that they cannot rely on the Academy's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the Academy.
- c) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of premises in use. These will be clearly displayed in each of the designated areas. They must also carry out their own fire drills and organise their own fire procedure. Documentary evidence must be made available to the Academy on request.
- d) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- e) The Hirer must only use the area of the building that has been hired. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- f) A toilet is available for use in the Main Corridor.
- g) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the Academy, and that the premises are left in a clean and tidy condition.
- h) Car parking facilities are subject to availability and may be used by the Hirer and any adults involved in the letting.
- i) The Academy reserves the right to levy an additional charge to cover:
 - any additional cleaning that may be required after an event
 - the cost of repair of damage to the Academy fabric or equipment
 - the cost of replacement of any items of Academy equipment if uneconomical to repair
- j) For security reasons, the Hirer will not have access to the Academy telephone / Academy office. Hirers are urged to consider acquiring a mobile telephone for use in an emergency

2.13 Electrical Equipment

Any electrical equipment brought by the Hirer onto the Academy site **MUST** comply with the code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the Academy prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

2.14 First Aid Facilities

There is no legal requirement for the Academy to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the Academy's resources is not available.

2.15 Pets, Food, Smoking, Drink & Drugs

No pets / dogs allowed on site, with the exception of clearly labelled service dogs. No food or drink may be prepared or consumed on the premises without the direct permission of the Academy, in line with current food hygiene regulations. All litter must

be placed in the bins provided. No unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the Academy premises, including the external areas, is a non-smoking area, and smoking or vaping is not permitted.

2.16 Academy Equipment

This can only be used if requested on the application form, and if its use is approved by the Academy. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of Academy equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

2.17 Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

2.18 Behaviour

The Academy will take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

2.19 Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Principal at least seven days prior to distribution by the Hirer.

2.20 Site Security

The Academy may have and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Keys should not be passed to any other person without direct permission of the Academy.

2.21 Quality of Service

From time to time, the Academy have the right to monitor the activities to ensure quality of service/ activity operating from the premises.

3. Application Form

All hirers will complete the appropriate lettings application form (see appendix) and be given a set of the written terms and conditions of hire. Long term hirers must complete a letting application form at least annually. Day to day approval of requests for hire will be the responsibility of the Finance Assistant who will sign the letting application form in the designated space, after:

- i) Agreeing the scales of charges to be applied. Abatement of charges can only be made, subject to Principal / Vice Principal approval.
- ii) Checking to ensure the application form has been properly signed by the hirer.
- iii) Checking that any hirer whose letting engages with young people follows statutory and best practice safer recruitment and child protection policies and procedures.
- iv) Confirming whether the hirer is affiliated to any national association that has its own child protection policy and if not whether the hirer has their own child protection policy; in either case a copy of the policy must be provided to the Academy.
- v) Checking that a copy of the Academy's own child protection policy and guidelines has been passed to the hirer and that the hirer has signed to confirm receipt and acceptance.
- vi) Deciding if it is necessary to seek references for the hirer.
- vii) Obtaining a copy or signed confirmation of the hirer's public liability insurance and, where necessary, PPL licence.
- viii) Ensuring that the hirer is fully aware of their responsibilities as laid down in the Conditions of Hire
- ix) Checking the Hirer has suitable arrangements in place for safe use, has provided the Academy with a copy of their Risk Assessment and will have a telephone available for emergency calls.

4. Bookings

All requests for hire will be logged in the letting's diary by the Finance Assistant. Payment will be required in advance for all one-off lettings or for a new regular booking where the hirer is not known to the Academy. In other instances, it may be appropriate to require a deposit. All deposits will be banked immediately and should a refund of the deposit be subsequently required, then a cheque/BACS payment will be issued.

5. Payments

Where payment is not made in advance the Finance Assistant is responsible for raising and issuing invoices with sequential reference numbers.

6. Debt Management

In the absence of specific terms agreed with the hirer, payment terms will be 30 days from date of hire.

If payment has not been received by the due date, the following will apply.

30 days after date of hire	First reminder letter to be issued. At this point all future hire dates will be suspended pending full payment
14 days after first reminder letter	Second reminder letter to be issued advising the hirer that non-payment may result in referral to the Academy's legal services provider
14 days after second reminder letter	The CFO will issue a report to the Board for advice on how to proceed e.g. legal process for debt recovery

If, having taken legal advice, it is determined that the debt is not recoverable it will need to be 'written off' in accordance with the procedure laid down in the Academy's financial regulations document.

Appendix A – Charges

Area	Charges*
Main Hall	£25 per hour
Dining Hall	£15 per hour
Studio**	£15 per hour
Kitchen***	£50 per day
Classrooms / Conference / I.T. Room	£15 per hour
School Field	£25 per hour
Other Charges	
Caretaker locking up fee	£25
Cleaning charge for events	£30
Deposit for events to cover damages	£100 (refundable if no damage is caused)

*Additional charges of £5 per hour will apply for weekends and bank holidays

**Additional charges may apply for use of school equipment

***The kitchen is only to be hired out to established companies with the relevant hygiene certificate, such as Thurrock Catering.

Appendix B - Application Form**WOODSIDE ACADEMY****APPLICATION TO HIRE ACADEMY PREMISES**

This form must be completed by the person responsible for the function and the payment of all charges in respect of the hiring (see Conditions 1 and 2).

Please return the completed form to the Finance Assistant

APPLICANT

Full Name (*block capitals*)

Society or Organisation.....

Purpose of hiring (see Conditions 25 to 29)

REQUIREMENTS

INTERNAL – STUDIO / DINING HALL / KITCHEN / MAIN HALL / CLASSROOMS (state number)

Heating is available for internal accommodation subject to increased charges (see note 1)

USE OF KITCHEN: YES / NO

Purpose.....

.....

hot water/light refreshments only

use of ovens etc (see note 2)

(delete where not applicable)

FACILITIES: musical instruments / sound system / stage / stage lighting / chairs / tables

EXTERNAL – ACADEMY FIELD

FACILITIES: Netball Posts / Goal Posts

TIMINGS: **DAY:** **DATE(S):**

TIME: FROM

TO

FREQUENCY - ONE OFF / WEEKLY / MONTHLY

In all cases, use of internal / external accommodation also includes access to toilet facilities

If hiring involves sporting or gymnastic activities, please give the name and qualifications of the person in charge.....

Name of competent person (*condition 2*)

Note 1: The heating period is November – March.

Note 2: Where approval is given to the use of Academy kitchens, other than for the provision of hot water and the service of light refreshments, hiring charges shall be increased accordingly.

DETAILS OF FUNCTION

Event:

Is the function to be private / public (legal advice must be produced regarding the administration of any public event – see condition 26)

Will there be:	An admission charge	YES / NO
	Singing / music	YES / NO
	Dancing by performers or attendees	YES / NO
	A theatrical performance	YES / NO
	A cinematograph exhibition	YES / NO
	Sale* and or consumption of alcohol	YES / NO

**where alcohol is on sale the relevant licence must be provided to the Academy as evidence of eligibility before the event takes place.*

Give details of any proposed action or performance involving scenery, decorations, real-flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals, vehicles or aircraft.

.....

PROCEEDS

State purpose to which proceeds will be applied

.....

Will a personal profit be made? YES / NO

YOUTH ORGANISATIONS

In the case of approved voluntary youth organisations (E.g.: Scouts / Guides / Sports teams / Sports clubs), please state:

Total number on roll..... No. under 16 years.....

NB: The organisation's Child Protection Policy must be supplied.

DECLARATION

I, on behalf of
 hereby apply for the use of the accommodation and facilities stated, and, if my application is approved, will ensure payment in advance of the charges due and comply with the conditions which I have read. I confirm that I have been given a copy of the Academy's own Child Protection Policies and Guidelines and will make myself and all other users within my jurisdiction aware of the procedures to be followed in the event of a fire or other emergency evacuation. I confirm that I have been given a copy of the terms and conditions of hire of Academy premises and playing fields.

I have attained the age of 18 years.

Signature of applicant.....

Address.....

.....

Tel.no: Day/Evening..... Mobile.....

Date.....

NB Attention is drawn to Conditions 9 to 12. If the application is granted, INSURANCE AGAINST RESPONSIBILITIES IS OBLIGATORY. In addition, Condition 26 requires the hirer to ensure compliance with the 'Conditions of Licence' relating to the use of the premises for any function requiring a licence under one or more of the statutes mentioned.

Any personal data entered on this form may be held securely on the Academy's computer files in accordance with the Data Protection Act.

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Principal at least seven days prior to distribution by the Hirer.

ACADEMY USE ONLY

Authorised by: Name.....

Signature.....

Position: CFO / Principal / Vice Principal / Governor

Dated

Appendix C - Condition of Hire of Academy Premises and Playing Fields

BOOKINGS AND CHARGES

1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
2. All charges may be required to be paid at the time of booking and no booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises. Regular lettings may be charged monthly, and the invoices are to be paid to the Academy within 30 days.
3. The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage, in accordance with Condition 10.
4. The right is reserved to cancel any hiring without notice where the Academy considers it necessary to do so: -

- a) in consequence or any outbreak or prevalence of infectious disease;
- b) for any other cause outside its control;
- c) where the Academy reasonably believes that an act is likely to be done in/on the premises which will contravene the Race Relations Act 1976 or prejudice the performance by the Academy of its obligation under the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the County Council nor any Body responsible for the management of the Academy shall be held liable or required to pay compensation for any loss sustained as a result of, or in any way out of, the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that
 - (i) 14 or more days' notice is given, half fees will be payable,
 - (ii) if less than 14 days' notice, full fees will be payable
 In either case, the fee may be waived if the hall or room is re-booked or in exceptional circumstances, the final decision rests with Principal.
 Long-term hirers must give at least one term's notice to cancel their contract, which is renewed annually unless otherwise agreed.
6. The right is reserved to refuse to grant a hiring without giving a reason.
7. Intoxicating liquor shall not be sold, supplied or consumed on Academy premises except by general or special approval of the Academy and subject to any necessary licence having been obtained by the Hirer.
8. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to waive such fees.

9. Neither the Trust nor Trustees shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, employees or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Trust or Trustees, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Trust or Trustees and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
10. The Hirer shall make good any damage to the property of the Trust which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
11. In the event of any such damage, the Trust or Trustees may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the Trust or Trustees.
12. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Board against all sums of money which the trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
13. Members of the Trust and the Board of Trustees reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identity. Stewards should be advised accordingly by the Hirer.
14. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 11.00pm unless written authority from the Academy (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the Academy premises all their articles and property by 11pm on the day of hire if the Academy is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

16. Any article or property belonging to the Hirer or any caterer or contractor or other person left on the Academy premises after the hour named above may be removed by the Academy and the cost shall be paid by the Hirer.
17. The seating accommodation provided is limited to the number of chairs that are on the Academy premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.
18. Academy furniture shall not be moved except by arrangement with the caretaker.
19. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given; except where the use of the ovens and any other food preparation equipment has been specifically granted according to the application for hire.
20. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Board which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Board and, where necessary, the consent of the electricity supply undertakers.
21. If existing stage lighting, spotlights, dimming equipment or use of the sound system are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.
22. The following special conditions shall also apply when the use of Academy grounds is permitted for activities of a hazardous nature:
No preparation shall be used for polishing the floors except on Friday or Saturday evenings. On these occasions an extra charge, according to the size of the floor, will be made and shall be paid by the Hirer to cover the cost of removing the polish or preparation. The application of floor dressing shall be made by the caretaker only, to whom the Hirer shall supply the dressing.
The wearing of footwear which might cause damage to floors is not permitted.
 - a) The land (including any building or structure therein) is made available in its existing state and condition and neither the Trust nor Trustees can warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.
 - b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function, of all litter or other rubbish left on the land in the course of or produced by the event, which the Academy require to be removed.
 - c) The Hirer shall insure against his/her liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in

respect of any one accident or occurrence and evidence of the insurance must be produced to the Board at least two weeks before the date of the event.

23. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Board of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

24. STATUTORY REQUIREMENTS

The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes: -

- a) the sale by retail of alcohol,
- b) the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
- c) the provision of regulated entertainment, where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience, for example:
 - i) the performance of a play
 - ii) the exhibition of a film
 - iii) an indoor sporting event
 - iv) boxing or wrestling entertainment
 - v) performance of live music
 - vi) any playing of recorded music
 - vii) performance of dance
 - viii) anything of a similar description to vi, vii, or viii above
- d) the provision of entertainment facilities i.e.
 - i) making music
 - ii) dancing
 - iii) entertainment of a similar kind to i or ii above.

25. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it. (*See Paragraph B in 'Notes' below*).

26. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (*See paragraph C in 'Notes' below*).

27. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the Board, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Board reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of Academy premises.

28. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.
29. The Hirer is required to comply with the terms of current legislation relating to the safeguarding of children as well as the Children and Young Persons Act 2008 (as amended) and in particular
 - (a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, 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 thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.
 - (b) If any person on whom any obligation is imposed by current safeguarding legislation fails to fulfil that obligation, he/she shall be liable on summary conviction and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.
 - (c) A police officer or relevant authority officer may enter any building in which he/she 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 the current safeguarding legislation are carried into effect, this also applies to an officer authorised for the purpose by an authority by whom licences are granted
 - (d) Hirers are responsible for ensuring that no person enters any part of the grounds/premises not permitted by the letting agreement.
30. The Hirer is required to comply with the following health & safety procedures:
 - (a) supply a suitable Risk Assessment
 - (b) have a telephone available at all times for emergency calls
 - (c) make suitable arrangements for first aid, or if arrangements are made for access to the Academy's first aid equipment ensure a qualified person is available
 - (d) ensure any persons using equipment are competent in that use
 - (e) ensuring all responsible persons are aware of the emergency procedures e.g. fire procedures

Notes

A. The Representation of the People Act 1983 does not allow academies to be used **at any time** as "a Committee Room for the purpose of promoting or procuring the election of a candidate". The Act does not allow academies to be used **on the day of the poll** for the holding of public meetings in furtherance of any person's candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.

B. Under the Gambling Act 2005 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows: -

1. (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.

- (b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.
 - (c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
2. The game must not be by means of a machine to which Part 10 of the Gambling Act 2005 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.
3. (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.
- (b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.
4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:
 - (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
 - (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.
 - (c) Door supervisor licences are not necessary where:
 - A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
 - A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
 - Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public
 - Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard
 - Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day
 - A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security
 - (d) Licensing:
 - Licences for "licensable activities" under the Licensing Act 2003 are obtained from the local borough or district Council
 - Gaming Licences are obtained from the Gambling Commission at:
 - 4th Floor Victoria Square House, Birmingham B2 4BP Tel: 0121 230 6666
<http://www.gamblingcommission.gov.uk/for-gambling-businesses/Apply-for-a-licence/Apply-for-a-licence.aspx>