



ISAAC NEWTON
ACADEMY

Lettings Policy

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At Isaac Newton Academy our aim is to equip every student with the knowledge, learning power and character necessary for success at university and beyond. The education of our students, within and beyond the formal curriculum, is our core purpose. However one of our four goals is to ensure that the Academy is a central part of the local community, enriching it and being enriched by it. We make every reasonable effort to enable our buildings and accommodation to be used by community groups.

A letting is defined as an arrangement to allow an external body or organisation temporary use of the school's premises or facilities. It should not extend for more than one year although it can be renewed annually. The arrangement does not give exclusive or extended use of the buildings.

Aims

- To promote use of the Academy premises by the local community
- To ensure that there are clear guidelines for the use of the Academy premises by non-school groups
- To provide realistic charging figures which create a revenue for the benefit of the students of Isaac Newton Academy
- To ensure that lettings do not detract from the Academy's core purpose.

Categories of lettings

There are four categories of lettings use:

- **Statutory use** – usage laid down by statute which must be accommodated at a rate to recover costs e.g. polling station use for local or parliamentary elections. The charging of a rent is prohibited by law.
- **Designated use** – usage which is given priority access (unless it clashes with statutory use). Designated use lettees will not be charged a rate higher than that which allows the Academy to recover the costs of providing the facilities. Such lettings include:
 - Governors, staff or parent meetings, curriculum activities such as plays and concerts, fund-raising activities for Academy funds



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- **Community use** – usage by charitable groups, associations, religious groups, other not-for-profit organisations which carry some benefit to or enrich the local community, community education activities, adult education or youth services programmes, community education meetings or training courses. Charges will be set at a favourable rate.
- **Private use** – usage for wedding receptions, conferences, parties, commercial activities, etc. Charges will be set at a competitive rate.

Educational (to meet the needs of the school and the national curriculum) and other statutory requirements (including Polling Station usage) take precedence over any other use regardless of whether this is Designated, Community or Private hire.

The Academy's delegated budget cannot be used to subsidise any lettings by community or commercial organisations.

Administrative Arrangements

The hirer shall be the person who signs up to the terms and conditions, who will also be responsible for payment of the hiring charge and will be present (or nominate a representative to be present) throughout the duration of the hiring, ensuring that the conditions of hire are complied with. The hirer must be 18 years old or older and may be required to provide documentary evidence of this. Any change in the hirer responsible person must be notified in writing to the school or its nominated agent. Once approved by the Academy, confirmation will be sent to the hirer along with the Terms and Conditions of hire. Lettings will be accepted on the basis of the Lettings Policy approved by the Governing Body. However, the Academy reserves the right to refuse any request for a letting.

The hirer should take care when confirming their booking to identify the full extent of the facilities required. In particular, specific rooms, any equipment to be made available, parking spaces, and which toilets are required.

Lettings can be agreed on an ad hoc basis (i.e. one offs) or for regular use over a longer period. However no agreement shall extend for more than a year without the Governing Body's express approval. With regard to invoicing and payment arrangements, ad hoc/one off hires shall be paid in advance. Longer term arrangements shall be subject to an initial payment in advance with the balance being paid monthly, in advance, upon receipt of invoices. Failure to comply with payment requirements will result in access being denied to the premises.

All hirers will be required to make suitable arrangements for First Aid and familiarise themselves with the Fire Evacuation procedures.



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The Academy may cancel any letting at any time. In such cases two weeks' notice will be given, if possible, and either a proportion of any fee paid will be refunded or an alternative date/venue offered, except where cancellation is due to misconduct or a failure to comply with the stipulations of the lettings agreement where the letting may be terminated with immediate effect. The hirer shall give 7 days' notice of cancellation or pay the full cost of the booking.

No person may use the Academy premises for a letting without signing up to the terms and conditions. Any person who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use the Academy premises in future. The Academy reserves the right to enter/inspect the premises at any time during a letting on producing evidence of their identity. The stewards (if applicable) are to be instructed accordingly by the hirer.

General Conditions of Use

1. Use by the Academy and statutory use will always take precedence over any other use of the premises
2. It shall be the responsibility of the hirer (defined as the Responsible Person on the application), to ensure that the conditions of the letting are adhered to by all persons making use of the premises under the terms of the letting.
3. Access is restricted to the premises, usage and times specified on the application. Any use of unauthorised areas will be charged for retrospectively. The hirer shall not use or permit the use of the premises for any purposes or activity other than that specified in the application, nor by any other person, and strictly in accordance with these conditions
4. There shall be no variation to these conditions without the prior agreement in writing by the Governing Body or its nominated representative.
5. Sub-letting or sharing of the premises by the hirer is prohibited.
6. Children should only use the student toilets and the toilets available as part of the let will be clearly identified prior to the letting. Accessible toilets should not be used unless agreed in advance with the school or if they are legitimately required.
7. Nothing in this agreement shall create a tenancy.

Charges and variations to charges

1. Charges will be made at rates that will be determined and approved from time to time by the Governing Body. In cases where the incorrect charge has been quoted, the Academy reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
2. Charges for a second letting, i.e. a letting at the same time as an existing let, can be negotiated. However, should the first let cease then charges for the second let will be revised accordingly.
3. Charges for occasional use are to be paid in advance on the date specified by the Governing Body. Regular users, over periods exceeding 3 months, shall pay an initial hire charge and



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thereafter within 7 days of the start of each month during which the series of lettings is occurring.

4. A security/damage deposit is required to be paid for a private letting and may be required for some community lettings, at the discretion of the Academy, at the time the letting is confirmed by the Academy. The deposit will be returned following the end of the letting, subject to the premises being returned in a state of good order.

Care of the Premises

1. The hirer shall ensure that they (or a nominated representative) is present throughout the duration of the letting. Additional responsible adults (stewards) may be required, depending on the nature of the letting.
2. The hirer is required to leave the premises (including passageways, stairs and exits) and the areas of the Academy used in a clean and orderly state, free from rubbish or obstruction and shall clear away and remove any rubbish from the Academy, leaving the buildings/grounds in the condition in which they were found.
3. The hirer shall ensure that no persons using the premises are permitted to wear shoes with stiletto heels or other footwear which may, in the opinion of the Academy staff, be damaging to the floors or external sports areas.
4. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises, nor any adhesive fasteners used.
5. No smoking is permitted within the Academy premises or grounds
6. No explosive or inflammable materials including Butane or Calor Gas canisters, or articles which are dangerous or offensive, are to be brought onto the Academy premises.
7. Toilets must be left in a clean condition, unblocked and flushed
8. The hirer will be responsible for reimbursing the Academy for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
9. 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. Standing on seats, furniture, windowsills, etc. is not permitted.
10. No alterations, additions or variation to the Academy lighting or other electrical installation, heating, fittings or fixtures shall be made to premises.
11. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the premises. No gas filled balloons, confetti or streamers are permitted either inside the premises or in the Academy grounds.
12. If stage lighting and spotlights are available and required, this must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person approved by the Academy.
13. Chalk, resin or cleaning and polishing materials may not be used on floors
14. No notice, poster, placard or similar shall be permitted without the express approval of the Academy.



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15. The Academy has a strict no chewing gum policy which must be enforced by hirers at all times.

The terms and conditions document shown in Appendix 1 should be completed by the FRD and signed by the hirer.

Damage to the Premises

1. The hirer shall take all precautions to prevent any damage to the premises.
2. The hirer shall repay to the Governing Body any additional costs, whether for staff or premises, resulting from the misuse and/or damage to the premises and/or grounds. Such costs will be determined by the Governing Body and shall be paid within seven days of a written demand.
3. Any damage shall be reported immediately to the Senior Premises Officer.

Equipment and Accommodation

1. No electrical equipment shall be brought on to the Academy premises without the express consent of the Academy.
2. The electrical and mechanical installations at the premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the hirer except with the express approval of the Academy.
3. Any furniture provided by the hirer must be removed immediately after the end of the letting (unless otherwise agreed).
4. Storage is not available at the premises for hirers and all equipment, apparatus and furniture belonging to the hirer must be removed at the end of each letting.

Condition of Premises

1. The Governing Body gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the Premises are suitable for his/her needs.

Insurance

1. It is the responsibility of the hirer, prior to the letting to ensure they have appropriate insurance to cover his/her liabilities. Insurance affected by the Governing Body does not extend to a hirer's liabilities. At the least the hirers shall take out third party and public liability insurance with a reputable Insurance Company in a sum not less than the Public Liability Sum (£1 million) and shall if so required produce details of such insurance for inspection by the Governing Body.



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Statutory Requirements

1. The hirer shall comply with the statutory or regulatory requirements associated with its activities at the premises, in particular concerning consumption of intoxicating liquor, music singing and dancing lettings, theatre lettings and copyright. No smoking is permitted within the Academy premises or grounds. The hirer shall be fully responsible for obtaining any lettings or any other permission required, always providing that no letting application shall be made without the prior approval of the Governing Body.

Health and Safety

1. The hirer is responsible for the health and safety of all persons using the premises under the letting and they must make themselves fully aware of the fire precautions and procedures in existence. Fire doors must be left closed, and other doors must not be propped open using fire equipment.
2. The hirer will be responsible for ensuring that all activities take place in a safe manner. The Premises Officer must be notified immediately of any accidents occurring on Academy property.
3. The hirer shall comply with Section 12 of the Children and Young Person's Act 1933 and 1989. In summary this requires that where any play or entertainment is provided at which the majority of the 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 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.
4. The number of persons using the Premises shall not exceed the number Agreed with the Academy on the application.
5. The Academy does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings however access to an emergency landline may be available on request to the Senior Premises Manager. Hirers should make their own arrangements i.e. trained personnel and provision of First Aid kit.

Cancellation/non-availability

1. Failure by the hirer to comply with any or all of the foregoing conditions where applicable, whether intentionally or not, may be deemed by the Academy to be just cause for the immediate cancellation of any letting or series of lettings.
2. The Governing Body reserves the right to cancel a letting at any time when the facility is required by the Academy, or for other statutory users. It shall give as much notice as possible



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- (where feasible a minimum of seven days notice) and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
3. The Governing Body reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of Academy premises.
 4. The Governing Body reserves the right to refuse or cancel any letting in the event of any outbreak or prevalence of infectious disease or any other cause outside their control.
 5. Where the Premises or any facilities hired (or part thereof) are not available to the hirer, the Governing Body will normally refund the charge, or a proportion thereof. However the Governing Body will not be liable to pay compensation for any loss sustained by the hirer as a result of the cancellation.

Safeguarding

It is the responsibility of the hirer to ensure that his/her members of staff are suitably checked. However, the Academy will ensure that Academy students on the school premises are supervised during an external letting in order to ensure their safeguarding. The Academy may request evidence of suitable checks.

Restrictions on use/activities

1. The Academy reserves the right to refuse any application which it believes may cause, or have the potential to cause, offence to the community or part of the community.
2. The Academy may refuse admission to any person without giving a reason for doing so and similarly may require any person to leave the premises.
3. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose.
4. Sporting activities will not take place inside the premises or grounds without the prior written approval of the Academy.
5. No alcoholic drinks shall be brought on to the premises save where the specific permission of the Academy has been received.
6. The hirer shall not use the premises, or permit them to be used, for gaming or wagering other than lawful gaming carried out as an entertainment promoted for raising money to be applied for purposes other than private gain and complying with the provisions of the Gaming Act 1968.
7. The hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand. (Agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
8. The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the premises or the owners and occupiers of neighboring or adjoining properties.
9. The hirer shall vacate the premises by 10.30pm Monday to Thursday and Sunday, 11pm Friday and Saturday.



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10. The premises will be made available throughout the year with the exception of:
 - a. Public holidays and school closures for religious festivals
 - b. The last two weeks of the summer holidays when a thorough clean of school premises is undertaken. This is subject to the Governing Body's discretion.
 - c. Any programme of building works or refurbishment which may impact on the use of the premises
11. Staff offices and staff rooms are not available for hire and may not be used at any time.
12. No confetti is allowed on the school grounds.

Vehicles and Parking

1. No motor vehicles shall be permitted entry on to the Academy site without the prior written consent of the Academy and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
2. Where car parking is permitted, the hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner and according to any directions given by the Academy.
3. Cars are parked on the Academy premises at the owner's risk.

Lost Property

1. The Academy does not accept any responsibility for damage or loss (including theft) of any articles of property brought, deposited or left by the hirer, his/her guests, agents or any member of the public at the Academy during the period of the hire. The hirer must make his/her own insurance arrangements to cover such items.

Indemnity

1. The hirer will hold harmless and indemnify the Academy and the Governing Body in respect of any loss, liability claim, damage, penalties or proceedings whatsoever arising under Statute or Common Law including death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring.

Security (additional charge)

1. If, due to the nature of the activity/use, the Academy considers it necessary to make special arrangements for the security of the premises, the cost associated with this shall be met by the hirer.
2. In the event of triggering of the school alarm system the hirer shall immediately contact the Lettings Officer. A charge may apply where the hirer is responsible for accidental alarm activation.



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3. The Lettings Officer is required to be on duty at all times during the letting of the premises and the cost forms part of the hiring charge.

Promotional Literature and Publicity

1. Any promotional material or publicity making reference to the Academy shall be approved in advance by the Academy. The Academy telephone number must not be shown on hirer advertising materials or provided to guests/attendees.

Access and Key Collection

1. The Academy employs its own key holder (Premises Manager) who will unlock and lock the premises for the times specified within the letting application form.
2. Where required, the hirer shall liaise with the Premises Manager regarding practical arrangements associated with the hiring.
3. At no stage will the hirer be allowed to hold keys for the premises or take responsibility for locking or unlocking the premises

TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES AND ACTIVITIES

Film or Theatrical Performances

1. The Academy performance license does not apply to the performance of dramatic or musical works if performed in their entirety. For the performance of such works the hirer must obtain the permission of the owner of the copyright. It is the responsibility of the Hirer to obtain a license if it is intended to play recorded material.
2. The Academy premises are not licensed for public entertainment. If appropriate, a Temporary Events Notice (TEN) must be applied for from the Licensing Authority. TENs apply when :
 - a. The event lasts less than 96 hours
 - b. There are less than 500 people present
 - c. There is more than 24 hours between events
3. No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Governing Body against any penalty or sanction for any infringement of copyright which may have occurred during the letting period.
4. No film or video shall be shown in the hired area without the prior consent of the Academy who may require the hirer to give a preview of the film to such persons as directed.
5. It is the hirer's responsibility to establish whether any license is required for their letting. The Academy accepts no responsibility for any consequence of failing to arrange appropriate licences.



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Catering Facilities

The Academy does not currently let out the kitchen facilities

Use of Sports Hall

1. No one may enter the sports hall, under any circumstances, unless wearing appropriate footwear or having bare feet. Shoes with soles which could mark the floor must not be worn in the sports hall. This rule must also be observed by spectators.
2. All members of the class must wear suitable clothing.
3. The walls must not be marked by writing or drawing.
4. The temperature of the water in the showers is fixed and must not be altered. The valve controlling the temperature must not be touched.
5. Games of a type likely to cause damage to the equipment or fabric of the building should not be played in a sports hall (e.g. football with regulation-weight footballs). Where necessary, to avoid damage, the nature of the game or the type of playing equipment should be amended.
6. No apparatus, small or large, may be used in the sports hall unless permission has been obtained from the Academy.
7. All apparatus must be handled with care. Portable apparatus, including mats, should always be carried (and never dragged along the floor).
8. Apparatus must be retained in the correct storage position when not in actual use. Protective material must be placed under apparatus, which would otherwise damage the sports hall floor.
9. Any damage, or defect, however slight, of apparatus, floor or structure, must be reported immediately to the Senior Premises Manager.
10. The person responsible for the class in the sports hall is also expected to make himself/herself responsible for the proper use of changing rooms and for the conduct of the people using them (see above).

Monitoring and Review

This policy is monitored by the Principal, FRD and the Governing Body, and will be reviewed annually. However the Academy reserves the right to amend the policy at any stage to comply with statutory or other requirements.



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Terms and Conditions of Use – Isaac Newton Academy

1 Definitions

1.1 In these Terms and Conditions:

- **Activities** means the activities (stated on the Booking Form) carried out by the Third Party for the duration of the Hire Period on the School Premises;
- **Booking Form** means online booking form or hard copy thereof;
- **Company** means Isaac Newton Academy and also (where the context permits) its assigns and any sub-contractor for the Company;
- **Contract** means the contract between the Third Party and the Company comprising the Lettings Policy and Terms and Conditions of Use and codes of conduct entered into upon the Company notifying the Third Party that it has accepted the booking;
- **Equipment** means any equipment under the ownership, possession or control of the Company or otherwise present on the Facilities that is made available to the Third Party or to which the Third Party has access for use in connection with the Activities;
- **Event of Force Majeure** means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential Equipment by fire, explosion, unfitness of playing fields for use, flood, earthquake, failures of, shortages in or a loss of access of Equipment, power, supplies, fuel or transport facilities at the Facilities;
- **Expiry Date** is the date of completion of the hire period set out on the Booking Form;
- **Facilities** means that part of the School Premises stated on the Booking Form;
- **Facilities Staff** means any employee or representative of the Company and the Company's sub-contractors with responsibility for the School Premises and Equipment;
- **Hire Charge** means the cost of hiring the Facilities and (where appropriate) the Equipment as specified in the Booking Form together with any additional charges or costs incurred due to loss or damage for which the Third Party is responsible for, and Hire Charges shall be construed accordingly;
- **Hire Period** means any and all periods of time during which the Third Party is permitted to use the Facilities and (where appropriate) the Equipment as stated in the Booking Form;
- **Payment request** – automated payment request
- **Regular Hire** means hire on a periodic basis;
- **Regular Hire Session** means one of the sessions which together with other sessions



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comprise a period of Regular Hire;

- School Premises means the school premises of the Company at which the Activities shall take place;
- **Special Event** means hire for “one off” Activities during a specific Hire Period only;
- **Third Party** means the person, organisation, club, firm or company with whom the Contract is made, and
- **Third Party User** means any person under the control of, connected with or on the School Premises with the consent of the Third Party.

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2 General

2.1 These Terms and Conditions of Use shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Third Party to the Company and the provisions of these Terms and Conditions of Use shall prevail unless expressly varied in writing and signed by a director of and on the Company's behalf. The Company may issue supplementary Terms and Conditions and or codes of conduct which will be an addition to and not a replacement of these Terms and Conditions.

2.2 Any concession made or latitude allowed by the Company to the Third Party shall not affect the strict rights of the Company under the Contract.

2.3 If any particular clause of these Terms and Conditions of Use shall be or held to be invalid the other clauses of the Terms and Conditions of Use shall continue in full force and effect.

3 Health and Safety

3.1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Company.

3.2 Fire doors and doors fitted with automatic closure shall not be interfered with by Third Party Users.

3.3 Third Party Users shall not obstruct any corridor, passage, entrance or exit of the School Premises.

3.4 The Third Party Users shall ensure that there is no interference whatsoever during the Hire Period with fire extinguishers or any other firefighting equipment, except in the case of emergency.



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- 3.5 Any electrical equipment brought on to the School Premises by the Third Party Users must have prior agreement with the Facilities Staff and have a current Portable Appliance Tested (PAT) certificate displayed on such equipment (indicating that the PAT test was performed no more than 12 months previous) or a dated purchase receipt for new electrical equipment, indicating that the purchase date was no more than 12 months previous.
 - 3.6 The Third Party will under no circumstances bring fireworks or pyrotechnics onto the School Premises. No gas container or apparatus which when being used has a naked flame is permitted in any area of the School Premises unless prior permission from the Company has been granted.
 - 3.7 Abusive behavior by any Third Party Users towards Facilities Staff and other users of the facilities will result in an immediate termination of booking.
 - 3.8 Third Party Users confirm that upon entering into the Contract they have read and understand the emergency evacuation procedures of the Facilities and School Premises and that they will share this information with any individual or group of individuals that they are responsible for bringing onto the School Premises.
 - 3.9 Third Party Users should notify in writing to a member of Facilities Staff within 5 days following the occurrence of any of these incidents: injuries or illnesses, incidents or near misses, property loss or damage, environmental and building damage or theft.
- 4 Third Party Users
- 4.1 Third Party Users shall comply with the instructions of the Facilities Staff at all times.
 - 4.2 Third Party Users shall have access to toilets and common parts of the Facilities in relation to the Activities as designated from time to time by the Facilities Staff.
 - 4.3 The Third Party shall provide sufficient supervision of Third Party Users whilst on the School Premises to comply with all applicable regulations and best practice.
 - 4.4.1 All Third Party Users engaged in a supervisory role during the Hire Period must be carefully selected prior to appointment by the Third Party and be sufficiently skilled, experienced and trained by the Third Party to carry out their duties.
 - 4.4.2 Third Party Users must be appropriately dressed for each Activity and supplied, by and at the cost of the Third Party with personal protective clothing as shall be suitable and required by law and which shall be replaced and/or removed as required by the Third party.
 - 4.6 (i) Where Third Party Users include the supervision of minors and are required to adopt controls and practices to ensure minors or special needs users are protected while at all times being under the care of a responsible nominated adult/s.
 - (a) a “minor” shall be children under the age of sixteen (16); or
 - (b) a “special needs user” shall be adults or children suffering from mental or physical



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incapacity;

- (ii) Third Party Users responsible for organising, operating, assisting with or supervising Activities involving children or special needs users must be DBS checked and shall be responsible for registering with the DBS and providing details of same to the Company confirming that the issue date of such DBS check is no more than 3 years previous to the Expiry Date of the Hire Period.

- 4.7 Where the Facilities are to be used by the Third Party for a discotheque, dance or such other similar social function, the Third Party must ensure that there is one supervising adult over 21 years of age to every 15 people attending the function who are under the age of 15. The Third Party must ensure that an appropriate proportion of female supervisors to female attendees is present.
 - 4.8 An audience to the Activities carried out by the Third Party will only be permitted entry to the Facilities:
 - (a) if such a request has been made on the Booking Form and
 - (b) the Company has approved an appropriate form of ticketing and/or audience control; and
 - (c) unless otherwise agreed with the Company the Third Party ensures that adequate security personnel (and where appropriate authorised under the Security Investigation Authority procedures) are in attendance for the duration of the Hire Period.
 - 4.9 It is the responsibility of the Third Party to leave the Facilities in a similar and agreed condition as that in which the Facilities were made available to the Third Party save where agreed otherwise with the Company.
 - 4.10 Failure of the Third Party to comply with the relevant Code of Conduct will result in immediate termination of all bookings.
 - 4.11 The Third Party agrees to carry out, perform or otherwise use the Facilities solely for the purposes as set out in the Activities
- 5 Catering
- 5.1 If the use of kitchen and servery at the Facilities is required such request must be made on the Booking Form at the time of booking.
 - 5.2 Where use of kitchen equipment is required, the Third Party agrees to pay for the services of a member of the Facilities Staff to operate such equipment as may be necessary (to be discussed at time of booking).
- 6 Intoxicating liquors & Substances



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- 6.1 Third Party Users are prohibited from bringing onto or consuming on the School Premises any intoxicating substances or illegal drugs.
- 6.2 Third Party Users may not bring onto or consume on the School Premises any intoxicating liquors without the prior written consent of the Company.
- 6.3 It is the responsibility of the Third Party to adhere to the appropriate UK licensing laws.
- 6.4 Third Party Users shall ensure that all bottles, cans and other receptacles are removed at the end of each Hire Period, save where the same have been provided by the Company as part of agreed catering arrangements.
- 7 Smoking
- 7.1 The smoking of cigarettes, pipes, cigars or any other matter on the School Premises is strictly prohibited. It is the duty of the Third Party to inform all Third Party Users of this rule and ensure it is adhered to.
- 8 Noise
- 8.1 Noise must be kept within reasonable limits and Third Party Users must comply with the instructions of the Facilities Staff in this respect.
- 9 Sport
- 9.1 Where an Activity is a sport, Third Party Users must ensure that it is carried out and supervised in accordance with the appropriate rules and safety recommendations of the governing body of the sport concerned.
- 9.2 Where sports activities, coaching, training, tuition or martial arts are to be practised or performed, the Third Party must be a member of a recognized professional body for the sport concerned and where appropriate, recognised by the Sports Council. Third Party Users must provide details of professional qualifications at the time of booking.
- 9.3 The Third Party agrees that the Facilities Staff decision on the fitness of a ground for play will be final.
- 9.4 Third Party Users must not wear studded boots on all-weather pitches during the Hire Period or indoors of the Facilities.
- 10 Music & Dance
- 10.1 It is the responsibility of the Third party to obtain and provide a copy of a PPL (public performance license) for any recorded music being played on the School Premises
- 10.2 The use of specified pianos by competent and authorised Third Party Users may be permitted at the discretion of the Company and/or the Facilities Staff (to be discussed and specified at the



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time of booking)

11 Payment

- 11.1 In consideration of the provision of the Facilities the Third Party agrees to pay the Hire Charges to the Company prior to the commencement date of the Hire Period -, unless otherwise set out in the Booking Form and in the event of any subsequent additional payment requests as detailed in Clause 11.2 below within 7 days following the date of such request. Failure to pay a Hire Charge and/or any subsequent additional payment request may result in the Third Party forfeiting without compensation all or any (present or future) of the Hire Period.
- 11.2 The Third Party agrees to pay the costs incurred by the Company in repairing or replacing any of the School Premises, the Facilities or Equipment lost, damaged or destroyed by the Third Party or Third Party User and the Company will include such costs as part of an additional payment request.
- 11.3 The Hire Charges are payable as set out in the Booking Form at the time of booking
- 11.4 The Company agrees that each payment request issued by the Company to the Third Party will include details of:
- (a) Amount due
 - (b) Activity date range
 - (c) Name of organiser
- 11.5 Save where the Third Party is disputing any sums of the additional payment requests in good faith, in the event that sums due from the Third Party under these Terms and Conditions of Use are overdue, the Company shall, having given the Third Party notice of its intention so to do, be entitled, without prejudice to its other rights, to suspend the use of the Facilities by the Third Party whilst sums of the additional payment requests due to the Company under these Terms and Conditions of Use remain overdue or alternatively the Company may terminate the Contract.
- 11.6 Without prejudice to any other rights the Company may have the Company is entitled and the Third Party agrees (both before and after any judgment) to charge an administration fee of £25.00 on overdue payments of the Hire Charges and/or any additional payment request (where the Company has agreed to late payment of the Hire Charge or an additional payment request) and if required the debt would increase immediately by charges levied by any court action.

12 Cancellation of a Hire Period

a. Special Events



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- 12.1 The Third Party may cancel a Special Event booking by giving notice in writing to the Company not less than [eight (8)] weeks before the start of the Hire Period.
- 12.2 Where written notice of cancellation of a Special Event booking by the Third Party is received less than [eight (8)] weeks before the start of the Hire Period, the Company shall be entitled to:
- (a) 20% of the Hire Charge where notice of cancellation is given less than eight (8) weeks but more than four (4) weeks before the Hire Period;
 - (b) 50% of the Hire Charge where notice of cancellation is given more than two (2) weeks but less than four (4) weeks before the Hire Period;
 - (c) 100% of the Hire Charge where notice of cancellation is given less than two (2) weeks before the Hire Period.
- 12.3 Where the Company cancels a booking for a Special Event before the start of the Hire Period, the Company shall repay to the Third Party the Hire Charges applicable to such Special Event and paid to date.

b. Regular Hire

- 12.4 Either party may cancel a Regular Hire Session by giving notice in writing to the other party a minimum of 7 days before the start date of that Regular Hire Session. Where the Company cancels a Regular Hire Session within 7 days of the Regular Hire Session, the Company will endeavour to provide alternative facilities where practicable and should alternative facilities be unavailable, the Company shall repay to the Third Party any Hire Charges paid in respect of that session.
- 12.5 If written notice of cancellation of a Regular Hire Session by the Third Party is received by the Company less than 7 days before the start date of the Regular Hire Session, the Third Party shall be obliged to pay the Company the relevant Hire Charges as if the Regular Hire Session had taken place.
- 13 Liability
- 13.1 The Third Party shall be liable for any damage to the School Premises or the fixtures, fittings, furniture and any articles belonging to the Company and caused by the Third Party or the Third Party Users. No screws or nails shall be driven into the walls, floors or ceiling of the School Premises or its furniture, fixtures or fittings.
- 13.2 Third Party Users agree to use the Facilities at their own risk and except in the case of death or personal injury caused by the Company's negligence, the Company limits its liability for any damage to or loss of goods or property brought on to the School Premises by any Third Party Users to twice the Hire Charge for the Hire Period in which the liability arises.



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- 13.3 It is the responsibility of the Third Party Hirer to secure valid and adequate insurance for their respective activities which covers all third party requirements. Details of this insurance are to be provided to the Company at the time of booking.
- 14 Termination
- 14.1 The Contract shall automatically terminate on the Expiry Date.
- 14.2 The Company may terminate the Contract by notice in writing to the Third Party if the Third Party:
- (a) cancels more than 25% of the Regular Hire Sessions within a Regular Hire Period; or
 - (b) commits a serious breach of any of its obligations under these Terms and Conditions of Use; or
 - (c) becomes bankrupt, insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
- 14.3 In the event of termination by the Company for the reasons set out in Clause 14.2(a) and where the Company, acting reasonably, is unable to procure an alternative user for the remaining Regular Hire Sessions, the Third Party shall be liable to pay to the Company a sum equivalent to the Hire Charge costs of the Regular Hire Sessions.
- 15 Post-termination
- 15.1 Termination of the Contract shall not affect any rights or obligations of the parties which accrued prior to termination.
- 15.2 Termination of the Contract shall not relieve any party of any obligation under these Terms and Conditions of Use which is expressed or which by implication is intended to continue after termination.
- 15.3 If the Company continues to provide any Facilities to the Third Party after the termination of the Contract such provision shall not be construed as a waiver of the termination of or as a renewal of the Contract.
- 16 Force Majeure
- 16.1 Neither party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Contract by an Event of Force Majeure.
- 17 First Aid & Emergency Situations



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- 17.1 The Third Party should arrange for first aid qualified personnel to attend medical emergencies during the Hire Period. For tournaments, competitions or other large events, the Third Party shall where required by the Company contact the British Red Cross or St Johns Ambulance Brigade and arrange, at the Third Party's sole cost, to have a qualified person from such an organisation in attendance at all times during the Hire Period. The Third party acknowledges that the Company does not provide first aid qualified personnel, however the Facilities Staff are able to provide first aid equipment or contact the emergency services.
- 17.2 The Third Party must familiarise themselves with the 'BREAK GLASS' point nearest to your immediate location. On discovery of emergency – fire etc – push 'BREAK GLASS' point, a siren will sound and the Facilities Management Team will be informed of the location of the emergency.
- 17.3 On hearing the alarm all Third Party users will cease using the facility and proceed to the nearest exit and assemble in the designated Community Users Muster point (see diagram at section 19). The Company staff will take responsibility for the evacuation and muster all visitors to the muster point. The Company staff will ensure that any evacuation is conducted in a calm and orderly manner.
- 17.4 The Company must be informed by the Third Party in advance of any particular Third Party User who may require assistance in the event of an emergency
- 17.5 On NO account should any unauthorised person re-enter the building.
- 17.6 It is the Third Party's responsibility to take a register of all their Third Party Users at the beginning of their Hire Periods to act as a fire register.
- 17.7 All accidents and incidents must be reported to the Company. Copies of the relevant report should be sent in writing no more than 7 days after the event to the Company.
- 18 Car Park
- 18.1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable vehicle management procedures applied or notified by the Company.
- 18.2 Third Party Users shall not obstruct any emergency vehicle routes, entrance or exit of the School Premises.
- 18.3 Disabled bays are for Third Party Users who are in possession of a valid and proper displayed disability blue badge.
- 18.4 The Company cannot be held responsible for any damage or theft to cars using the car park. The Third Party parks at their own risk.



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In the event of fire alarm activation during a Letting, all persons should proceed through the nearest fire exit and **assemble in the public car park at the front of the school**, where the responsible person for the event will check that everyone is accounted for.

Premises staff will be on site and advise accordingly.

All Lettees of the Hall/s must have within their party a designated person who is responsible for the safe evacuation of the Hall/s in the event of an emergency.

RESPONSIBILITIES OF THE DESIGNATED PERSON

The designated person must become familiar with the layout of the premises. The locations of the fire alarm break glass points, fire exits and fire fighting equipment.

Lettees are strongly advised to become physically familiar with the layout prior to hire.

At the start of the letting the designated person must take a register of the people present or in the case of a party or one off booking, be aware of the number of people attending and be vigilant.

The designated person should either carry out a roll call or ensure that a full sweep of the area is carried out by a nominated personnel.

Do not re-enter the building to make any phone calls or allow any person to re-enter to collect belongings etc. Contact the premises staff and ask for assistance.

The designated person is to ensure that there is no interference with the emergency services and should ensure that no person re-enters the building before approval is given by the emergency services.

(If possible the designated person can attempt to extinguish the fire using the appropriate fire extinguisher. However, at NO TIME is anyone's life to be put in danger and priority should be given to evacuating the building)