

Letting Agreement Terms and conditions

Definitions

'The Academy' Churchill Academy & Sixth Form

'The Hirer' the applicant named on the Letting Form and when signing on behalf of an Organisation shall be jointly and severally responsible with the Organisation for the Hire Charge.

Applications

- Applications must be made on the standard Letting Form.
- The Academy reserves the right to refuse any application, cancel or terminate, at any time, any agreement for hire and the Academy is not obliged to give a reason for such refusal or termination.
- The Academy reserves the right to rearrange the letting where facilities are required for Academy use.
- The Academy will not as a result of the exercising of its rights under this Letting Agreement incur any liability for breach of contract or be held liable for any loss, damages or expenses incurred by the Hirer either directly or indirectly from any refusal, cancellation or termination.
- The Academy gives no warranty that the accommodation is legally or physically fit or suitable for the Hirer's purposes. The Hirer must satisfy themselves as to its suitability.
- No sharing or sub-letting of the facilities is allowed without the prior permission of the School.
- Specialist rooms and equipment, including gymnastic equipment and pianos are not included in the letting agreement unless specifically mentioned in the Letting Form and approved in advance by the Commercial Manager.

Charges and Payment

- The hire charge shall be in accordance with the scale of charges determined from time to time by the Academy's Board of Trustees. Details of the charges are available on request. If for any reason the agreed letting time is exceeded additional fees may be charged.
- Where facilities booked by the Hirer prove not to be available during the letting consideration will be given to applications for refund of a proportionate part of the Letting charge.
- Full payment or a deposit may be required in advance at the discretion of the Academy and such payments must be made within seven days of the request.
- Invoices to the Hirer will be raised on a school termly basis and addressed to the details provided on the letting form.
- Cheques must be made payable to 'Churchill Academy' and not to any individual.
- Where applicable VAT will be charged at the current rate in addition to the letting fee.
- VAT will be chargeable on lettings where the main purpose of the let is the facilities. VAT is then charged on the whole value of the let.
- The Hirer shall give written notice to the Academy if it wishes to cancel the Letting Agreement. If notice of the cancellation is less than 7 days' notice the Academy has the right to retain any deposit and charge in full for the cancelled letting.

Care of Premises

- Smoking and vaping is not permitted on the Academy grounds at any time.
- No animals/dogs are allowed on the facilities including the grounds and car parks.
- The Hirer shall at all times during the function be responsible for the maintenance of good order and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation and that no persons shall trespass on parts of the accommodation not hired.
- The Hirer is expected to ensure that the accommodation is left tidy and that any furniture or fittings are used responsibly and reinstated to their original position after use. The Hirer will be responsible for reimbursing any additional costs incurred in cleaning the accommodation as a result of failure to leave the accommodation tidy.
- The Hirer is not permitted to make any alterations to the accommodation.
- Any rubbish brought on-site is to be removed by the Hirer at the end of the booking.
- The Hirer shall ensure that the number of persons using the accommodation during the hire period does not exceed the maximum capacity of the accommodation as notified to the Hirer. (Hall – 600, Gym 110 at any one time).

- The Theatre
 - The Hirer must be in attendance at all times the theatre is being used.
 - Access to the stage must be supervised at all times by a person over 18 years of age and the relevant safety requirements for electrical installations must be adhered to at all times. The Academy's Theatre Technician will determine with the Hirer the requirements for the safe use of the stage.
 - When the tiered seating and/or the matrix seating systems are used no food or drink is permitted in the Theatre.
 - Where the use of the sound or lighting systems is required the Academy's Theatre Technician will determine with the Hirer the arrangements for the use of the equipment. The use of the equipment is strictly prohibited without the prior knowledge and consent from the Academy's Theatre Technician.
 - The use of non- academy equipment brought in by the Hirer will be the sole responsibility of the Hirer, and the Hirer must hold a current PAT certificate.
 - No food or drink is to be consumed on the tiered or matrix seating
- Dance Studio
 - To ensure that the specialised dance floor is protected specific rules apply to the use of the Dance Studio. The Hirer must be in attendance at all times the Studio is being used.
 - The Hirer must ensure that everyone, whether adult or student, removes all outside shoes and dance in bare feet or soft ballet or jazz shoes. Outside shoes should be stored in the shoe rack situated just inside the studio and bags or coats placed on or beside the rack.
 - No food or drink is permitted in the dance studio at anytime
 - Where there is a requirement for other dances that require hard shoes such as, Flamenco, vinyl flooring can be supplied. Likewise should any chairs, tables or props be required in the Studio they should be set out on the vinyl flooring.
 - The Hirer will be given the access code to the Dance Studio, which must not be shared with others.
- Recording Studio.
 - Access to and use of the Recording Studio will only be when the Academy's Recording Technician is present. The Recording Technician will, at all times, have sole authority relating to the use of the Studio.
 - When hiring the Studio and before the actual recording day the Hirer should discuss and agree with the Recording Technician the specific requirements for the recording session.
 - No food or drink is permitted in the Studio at any time.

Access

- The Academy shall have the right of free and unimpeded entry at all times and for all purposes to and from the accommodation.
- No exits from the accommodation may be blocked or restricted or fire appliances removed or in any way tampered with.
- The hire of the accommodation does not entitle the Hirer to use the accommodation at any time other than the specific hours for which the accommodation is hired unless prior arrangements have been made.
- You will be met by a member of the Academy staff at the time stated on your application and taken through a full safety briefing relating to the site and your hire.
- It is at the Academy's discretion to determine a 'regular' hirer and to make alternative arrangements to ensure access to the site.
- Access via the front gates will be provided based on the timing of your booking and other activities onsite. All vehicles can exit the main electronic gates.

Vacation of the Accommodation

- The Hirer shall ensure the accommodation is vacated by all persons attending the function within the time specified on the Booking form. All bookings must include setting up and breaking down time within the time specified on the booking form, ensuring all facilities are left as found/ required.
- All articles brought to the accommodation in connection with the function shall be removed at the end of the function as specified on the Booking form, otherwise a charge will be made to the Hirer for each day or part thereof until all such items are removed.
- A member of the Academy staff will be present to secure the premises at the end of the hire period, unless otherwise agreed.
- If the Hirer vacates the premises after the agreed time, The Academy reserves the right to charge an additional fee to cover the additional staffing costs, and inconvenience to other hirers.

Parking

- Vehicles should be parked in marked bays in the staff or main visitors car park. Car park access will be discussed during a pre-logistics meeting where appropriate.
- The Academy shall not accept any responsibility for the loss of or damage to any car or other vehicle, or their contents, which in connection with the function may be brought or left within the precincts of the premises.
- The Hirer must ensure that no car or other vehicle is in any unauthorised position and that instructions given by The Academy as to the parking of vehicles are fully observed.
- The Academy cannot guarantee that parking will be available.

Insurance

- It is a requirement of The Academy that hirers should have public liability insurance with a minimum indemnity of £5 million throughout the letting. Copies of insurance must be supplied with the booking form. If insurance is not received when booking is required then the charge to use The Academy's insurance will apply at an additional cost.
- If you are a regular user and are renewing your insurance, you have 14 days from when the last insurance policy runs out to supply The Academy with an updated copy with the date covering you from the last date of your previous policy. If after 14 days without supplying an updated copy then the additional charge for using The Academy insurance will be added to all previous and future bookings until a copy is received.

Damage, Loss or Accident

- The Academy shall not be liable for loss due to breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, Government restriction or act of God which may cause the Accommodation to close or the hire to be interrupted or cancelled.
- The Academy shall not accept responsibility for the loss of or damage to any possessions or equipment of the Hirer in connection with the let that may be brought or left within the premises.
- The Academy shall not accept any responsibility for the loss or damage to any property or any personal effects belonging to the Hirer or associated persons.
- Any damage which occurs to the Academy property or the fabric of the building as a result of the letting should be notified to the Commercial Manager and the Academy as soon as practicably possible. The Hirer shall pay to the Academy the amounts certified by the Academy in making good any damage arising out of the hire.

Health and Safety

- The Hirer agrees to adhere to the Academy's Health, Safety and Supervision policy.
- Health and Safety of all people associated with the booking is the sole responsibility of the Hirer.
- The Academy does not supply first aid facilities for Hirers nor does it guarantee access to the public telephone system for calling for assistance during lettings. Hirers should make their own arrangements in this respect.
- The Hirer should ensure that any electrical appliances brought by them onto the Premises shall be safe and in good working order. The Hirer must hold a current PAT Certificate and provide a copy of that Certificate in advance of the letting.
- The hirer must ensure they know the position of the fire extinguishers and emergency exits in the facilities, or the nearest available fire extinguishers and emergency exits.

Legal Requirements

- The Hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing license, theatre license and copyright. The hirer shall be fully responsible for obtaining any license or any other permission required providing that no application shall be made without prior approval of The Academy.
- The hirer shall comply with the Section 12 of the Children and Young Persons Act 1933, that is to say 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 be safely accommodated there and to control the movement of the children and other persons admitted whilst entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- If a licence in respect of any activity in the Premises is required, the Hirer must ensure they hold the relevant licence(s).
- Where a licensed bar is used during an event the Hirer must ensure that the correct licence is obtained and approved by the relevant authority. The conditions attaching to any licence relating to an event must be observed.
- The Hirer will, to the best of their endeavours, ensure that the requirements of the Equality Act 2010 (in particular the need to promote good relations between persons of different racial groups) to be observed at all times throughout the letting.

- The Hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose, and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

Compliance with regulations

- Failure by the hirer to comply with any or all of the foregoing regulations 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 without refund.
- Copies of all the licenses required in relation to the Hirer's activities will be made available to The Academy staff during the health and safety briefing.

Indemnity

- The Hirer shall fully indemnify the Academy against any losses arising as a result of a breach by the Hirer of this Letting Agreement or as a result of the Hirer's use of the accommodation.
- The hirer shall indemnify and keep indemnified the school from and against:
 - o any damage to the facilities or school equipment;
 - o any claim by any third party against the school; and
 - o all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

Please return a copy of the lettings request form to:

Lettings@churchill-academy.org

Churchill Academy & Sixth Form
Churchill Green, Churchill, North Somerset, BS25 5QN
Tel: 01934 852771
Out of Hours: 07989 302017

A copy of facilities and their costing are available on request.