



LETTINGS POLICY

The management of the Academy premises is vested in the Governing Body of the Academy. The Governing Body's powers and composition are defined in the Articles of Government, a copy of which may be obtained from/consulted at Olney Infant Academy. The Governing Body is empowered to make rules governing the use of the Academy premises, or to withdraw or amend them.

1. Use of Premises

Use of the Academy's premises and its facilities is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated in the hiring agreement.

2. Equal Opportunities

The premises shall be available to all members of the community regardless of race, colour or nationality, sex, religion, marital status or disablement.

3. Applying to Use the Academy

- a. Application for use of the Academy shall be made to the Principal at least 21 days before the event. All hirers must complete a hire agreement and are to receive conditions of hire.
- b. The right to refuse any application for the use of premises is reserved to the Governing Body, or the Principal acting on its behalf.
- c. The Principal or Chair of the Governing Body shall have immediate power to terminate any agreement relating to the hire of the Academy premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body may have.
- d. The Governing Body reserve the right to refuse any application for the hire of the Academy premises.

4. Hours of Opening

Facilities at the Academy are normally available for the use of outside hirers between the hours of 3pm and 9.30pm on weekdays, and 9am and 11pm at weekends. In exceptional cases, these hours may be extended on application to the Principal.

5. Charges

The charges are formally reviewed by the Governing Body annually. The current charges are:

Academy Hall Private Use	£15.00 per hour
Academy Hall Community Use	£12.00 per hour
Classroom	£ 5.00 per hour
Multi-Purpose Room	£7.50 per hour

6. Safety Requirements

The Academy has not been granted a public entertainment licence. All conditions attached to the granting of the licence, stage play or other licences and the Academy's Health and Safety Policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a. obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be available for free public access and egress at all times;
- b. the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c. fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d. the Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Principal;
- e. performances involving danger to the public shall not be permitted;
- f. highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc) shall be undertaken or erected without the consent of the Governing Body;
- g. no unauthorised heating appliances shall be used on the premises;
- h. the First Aid box shall be readily available to all users of the premises. It is located in the cupboard outside the Academy office. The Principal shall be informed **immediately** of any accident or injury occurring on the premises **and shall provide a written report of the incident;**

- i. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. All such equipment should show certification of Portable Appliance Testing (PAT). The Governing Body disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j. Olney Infant Academy has a policy of no smoking in the buildings or on the Academy site and this must be adhered to at all times.

7. **Supervision**

The HIRER and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

8. **Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Principal, whose **written** consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

9. **Betting, Gaming and Lotteries**

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

10. **Other Licences and Permissions**

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (it appropriate) and the publisher of any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

The Principal must be given at least four weeks notice of a stage play production. The HIRER must obtain the appropriate licence from the local council, which requires three weeks' notice.

It is the responsibility of any user which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises which have an entertainment licence which the Hirer must obtain.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

11. **Storage**

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the Academy, except that the Principal is authorised to grant permission for the overnight storage of goods and equipment brought to the Academy for a particular function or event.

12. **Loss of Property**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

13. **Car Parking**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from the Academy. **In particular the Hirer must ensure that access to the Academy by emergency vehicles is not obstructed or delayed.** Where parking accommodation is provided and available, this must be used, and users of the Academy should avoid undue noise on arrival and departure.

14. **Nuisance**

- a. Litter shall not be left in or about the Academy premises.
- b. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the Academy premises.
- c. Hirers and organisers of events in the Academy premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building not cause inconvenience for the occupiers of nearby houses and property.

15. **Block Bookings**

Block Bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice (normally no less than 15 working days).

16. **Care of the Premises**

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the

accommodation except with the express permission of the Governing Body.

Any special arrangements **for example** for seating must be requested in the application and any additional costs incurred by the Academy paid for by the Hirer.

No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises, other than for materials displayed on boards provided specifically for that purpose.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in the Academy buildings.

17. **Caretaking**

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker, or other staff of the Academy.

The Academy **must** be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.

The hirer shall accept full responsibility for reimbursement to Olney Infant Academy for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the cost of reinstating grounds or reinstating, repairing, or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the Governing Body as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

18. **Indemnity and Insurance**

Lettings are made on the understanding that the Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the Academy premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of Olney Infant Academy or the Governing Body.

The Hirer shall insure with a reputable insurance office against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Principal or Governing Body within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Principal as soon as possible.

January 2014