



LITTLEPORT AND EAST CAMBS ACADEMY

An Active Learning Trust School

Lettings Policy

Lettings Policy and Terms and Conditions of Hire

LETTINGS POLICY

Revised rates will be set annually by the Governors for implementation in September of each year. Current rates are set out in on our published tariff. The rates will vary for different types of groups and for different times and also whether additional caretaking and cleaning charges need to be made. The classification of any particular hirer is at the discretion of the Head of School, after consultation with the Campus Business Manager. In the case of any dispute about the classification then the hirer should appeal to the Community Governors whose decision will be final.

For some hirers we are able to arrange temporary public liability insurance cover to coincide with the room hire (this cover is not available for commercial hirers and profit making organisations).

Commercial - this includes commercial businesses, profit making ventures, private functions and commercial fundraising events.

Charitable/Community - this includes hirers who have their roots in community activity, have charitable registration or charitable aims and charitable fundraising events. **These lettings cannot be organised to generate a personal profit.**

The primary purpose of the college is to provide the accommodation for the teaching, learning and welfare of its pupils and for the lifelong learning offered through Adult Community Learning. The needs of these groups are paramount and will always take precedence over external lettings. However, we are keen to encourage the use of the Academy by both community groups and by local business. This policy is an attempt to balance the competing needs of all of these groups and to make the conditions of lettings clear.

ARRANGEMENTS FOR BOOKING

All applications for the hire of Littleport and East Cambridgeshire Academy or any part thereof must be in writing on the form provided, and on completion must be forwarded to the Campus Business Manager, Littleport and East Cambs Academy, Camel Road CB6 1EW. The person by whom this application is signed shall be considered to be the hirer unless the application is signed on behalf of an organisation, in which case that organisation shall be the hirer and shall be jointly and severally liable under these conditions with the person who signs the form.

The Academy can be booked at the rates set each year subject to availability. The Head of School/Governors reserve the right to refuse any application, particularly those which may cause public disorder, offend decency or perpetuate racism, sexism and the like. We don't cater for birthday parties. The Governors reserve the right to alter or amend hiring fees at any time, irrespective of whether a hiring contract has been entered into or not.

During the Christmas, Easter and Summer holiday periods, lettings may be refused in order that cleaning, redecoration and other essential work may be carried out.



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PAYMENT

The deposit, being 20% of the hire charge, is due on receipt of the Academy's confirmation letter, and shall be non-returnable in the event of the hiring being cancelled by the hirer. The balance of the hiring fee shall be payable 10 days before the hiring commences, and if any extra hire charge or caretaking charge should become due for any reason, then an invoice will be submitted for the balance after the hiring. Regular users (those who book blocks of 10 weeks or more) will be invoiced monthly.

CANCELLATION

The Governors in extreme and unavoidable circumstances, reserve the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fee which has been paid will be refunded to the hirer. The governors shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

In the unfortunate event of the hirer having to cancel a confirmed booking and the space not being re-let, the Governors reserve the right to levy a charge. The Business Manager should be informed initially and all cancellations should be confirmed in writing. The Site Manager, or his deputy, should be notified of any last-minute cancellations.

SCALE OF CHARGES

When the Academy is open during normal college hours the prices include basic caretaking/cleaning. However, where bookings are made outside these times, caretaking staff need to be available to lock and unlock rooms, and to remain on site for the period of the letting an extra charge will be added. All setting up of the rooms and extra facilities such as OHPs, TV, video, interactive whiteboards etc will be discussed at the time of booking.

CONDITIONS OF HIRE

If a hirer contravenes the Letting Policy of Littleport and East Cambs Academy the letting may be cancelled with no notice period.

The hire of the Academy/Centre does not entitle the hirer to use or enter the Academy/Centre at any time other than during the hours for which the Academy/Centre is hired, unless prior arrangements have been made with the Business Manager or Site Manager.

The hirer shall not sub-let the Academy/Centre or any part thereof, except with prior approval of the Head of School, nor shall the Academy/Centre be used for any purpose other than that purpose declared on the form. If activities are carried out which are not in accordance with the Lettings agreement, the activity will be closed down immediately without return of any pre-payment.

All vehicles, equipment and personal property are brought onto the premises at the owner's risk. No responsibility for safeguarding such items can be taken by Academy staff or the Governing Body. The Governors shall not be liable for any loss due to any breakdown of machinery, failure of the supply of electricity, leakage of water, fire, Government restriction, or Act of God, which may cause the Academy to be temporarily closed.



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The hirer shall leave the Academy promptly at the expiration of the period of the hiring, and ensure that the areas used are left in a tidy and orderly state, with equipment and furniture replaced in their designated storage areas. If an event overruns, the appropriate charge will be added to the invoice. All property of the hirer and the hirer's agents must be removed promptly upon the expiration of the period of hiring, or additional fees will be charged for each day or part of a day until the same is removed, except where prior permission has been obtained.

The Governors accept no responsibility for any property left in the Academy. No bolts, nails, tacks, screws, pins, or any other like objects shall be driven into any part of the Academy except where specific provisions have been made. The Site Manager or his agent will indicate to the hirer where these are. No highly inflammable materials are to be brought into the Academy. No flags, emblems or any other materials shall be displayed at the Academy without the previous consent of the Head of School.

No animals shall be brought into the Academy except with the prior permission of the Head of School. **No smoking is allowed on the Academy site including the grounds and car park areas.**

INSURANCE

The hirer will provide copies of liability insurance at least 10 working days before the event takes place. Hirers shall indemnify the Academy governors against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in, or upon part of the premises, or arise from any accident, or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

Hirers who arrange an activity that is potentially dangerous must ensure that any instructors or leaders are suitably qualified and insurance cover has been undertaken. Any activity that might be considered dangerous must be approved by the Head of School and appropriate risk assessments should be written and signed by the organiser.

LICENCES

In order for Littleport and East Cambs Academy to hold licensed events (those involving alcohol) a Temporary Events Notice (TEN) is required. This is available from East Cambs District Council at a cost of £21 (chargeable to the hirer). Twelve events requiring TENS are permitted each year (one person is only allowed to request five notices). The hirer is responsible for ensuring the person providing the bar holds a Personal Licence.

Where a hirer wishes to use the building for a Public Entertainment then they must comply with the conditions of the Public Entertainment Licence held by the Academy.

No excisable liquor shall be sold unless either an occasional licence or an occasional permission has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such a licence or permission are complied with. These should be lodged with the school at least 10 working days before the event. Hirers who wish to show films, stage a theatrical work, sell alcohol or organise lotteries or other forms of gambling on the premises will need to organise the appropriate licences.



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Hirers who wish to perform musical or theatrical works in the building need to comply with copyright law and the licence granted by the Performing Rights Society Ltd.

The premises are subject to the normal Sunday trading laws under the Shops Act 1950 and only restricted items may be sold on a Sunday. Details of these may be obtained from the District Council Offices.

SAFETY

Hirers will be responsible for the safety of their own individual groups with regard to first aid. The Site Manager, or his deputy, will instruct the hirer where the fire exit doors, fire equipment and emergency telephones are located before the activity starts and where to assemble should the fire alarm sound. The emergency telephone is at Reception.

The hirer then has the responsibility of making their members aware of the instructions. All scenery must be fireproofed. The premises may not be altered or interfered with without permission beforehand. No smoke generators or other special effects equipment to be used without the Chief Fire Officer's written permission and no illuminant other than electric light is allowed on stage.

Hirers have a responsibility to ensure that all activities are safe and to safeguard their membership from violence or any other avoidable harm. Hirers must ensure that the Site Manager, or their deputy, is made aware of any equipment they intend to bring into or use in the Academy is safe and suitable for the use to which it is put. Any electrical equipment must hold a current certificate to confirm that it complies with the Electricity at Work Regulations. Hirers using the facilities are responsible for reporting any potential hazards to the Site Manager, or his deputy.

Hirers who book the Academy are responsible for the cost of repairing any damage to the premises or equipment which is directly attributable to their occupation and use of the premises. If anyone is injured whilst on Academy site, no matter how insignificantly, that injury must be reported to the Academy staff so that the necessary first aid/medical reporting procedures can be initiated.

All hirers must ensure that they have a first aider available

– 1 first aider is required to 250 people for general events or for sporting events the ratio is 1 first aider to 125 people. The cloakrooms will be in the care and custody of the hirer, who must provide his own attendants and be responsible for any loss that may occur.

Type of function Capacity

Main Hall seated 202

Main Hall standing 400

Gangways must be at least 106cm wide and lead freely without obstruction to the Exits: no seat to be more than 3.6m from a gangway.

All the above are dependent upon layout. This will need to be checked and agreed with the Business Manager.

CAR PARK

Parking of all cars must be restricted to the designated parking area. It is the responsibility of the hirer to ensure safe and orderly parking under supervision, to ensure access to exits for any user. Please note that there is strictly no parking on grassed areas.



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APPLICATION TO HIRE PREMISES

Section 1 – Details of Applicant

FULL NAME (Block Capitals)

ADDRESS

.....

TELEPHONE NUMBER

SOCIETY OR ORGANISATION

NAME/ADDRESS FOR INVOICE

(if different from above)

.....

Section 2 – Details of Function/Event

Day(s)

Time(s)

Preparation from: to:

Clearing from: to:

Date(s)

Doors open for function/event from: to:

Please state precisely the purpose of hiring

Estimated maximum number of people likely to attend

Section 3 – Facilities Required

Please tick the rooms/facilities you require:

Main Hall Drama Room Classroom

Please state any other rooms/facilities that are required:



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APPENDIX 1

Is it desired to have stage, sound and spot lighting where available?

and address of the person in charge. Please provide qualifications of person using lighting, stage or sound equipment

.....

Section 3 Facilities Required (Cont'd)

Will refreshments be served? YES/NO

If so, what facilities are required?

Will you have a caterer? YES/NO

Name and address of caterer

.....

Will alcoholic refreshments be consumed on the premises? YES/NO

If there will be a bar, please state name and address of person applying for the special licence

.....

.....

Section 4 – Hirer's Liability Insurance/Gaming, Betting & Lotteries Act – See attached Note (To be completed by Commercial hirers):

I enclose details of my/our current legal liability insurance – YES/NO

Will you be holding a Raffle? Please give details:



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Section 5 – Form of Undertaking

I certify that I am not less than 18 years of age, that I have read the conditions governing the letting of Littleport and East Cambs Academy and that I accept responsibility for observance of the regulations. I hereby indemnify the Governors of Littleport and East Cambs Academy against all claims in respect of injury, loss or damage (including damage to the college premises) arising from this letting. In requiring this undertaking the Governing Body does not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.

Signed:

Organisation:

Date:

Address:

.....

Section 6 – FOR OFFICE USE ONLY

Scale charged:

Details:

Letting Approved Business Manager: YES/NO

Letting Approved Site Manager: YES/NO

Noted in Office Diary (Date)

Noted in Lettings Diary (Date)

Approval Letter sent (Date)

Account despatched (Date)



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APPENDIX 2

SAFETY ISSUES GUIDE

Upon arrival at the Academy, could you please read the following statement in consultation with the Site Manager, or his deputy, on duty and then sign at the bottom of the page to show that you understand and will comply with safety issues whilst on site, informing any other members of your group of the necessary details.

I am aware of:

- the nearest public telephone, or have access to a mobile phone at all times
- the need to provide first aid and first aid materials (1 first aider is required for every 250 people during general events but 1 first aider to 125 people during sporting events)
- the nearest emergency evacuation exits
- the assembly point if the fire alarm sounds
- the nearest firefighting equipment
- any licences which may be needed for my activity, e.g. Temporary Events
- licence for sale of excisable liquor, Betting, Gaming & Lotteries Licence, Food Safety Regulations, the Children's Act legislation, the Performing Rights Society, video or phonographic performance licences
- my responsibilities under the Health and Safety at Work Act 1974.

In case of emergency, telephone the relevant emergency service and the Site Manager on duty on their home telephone number, shown below.

Name of Site Manager Second Contact

Telephone Number Telephone Number :.....

Safety Issues Guide - Response Slip – Littleport and East Cambs Academy

Name of Hirer / Organisation - (Print Name of Group)

.....

I have read and will comply with the above safety issues whilst on site.

Signature of Hirer

Date



APPENDIX 4

PROVISION OF STEWARDS

1. The hirer shall provide such numbers of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, but as a minimum as per the table below, and ensure that the stewards are capable and suitable to undertake the duties allocated to them, including:
 - 1.1. the orderly and safe admission and departure of persons to and from the premises and to be aware of any special requirements needed to ensure the safe evacuation of the audience/patrons from the premises in case of emergency;
 - 1.2. the safety of the premises and the preservation of good order and decency therein; and
 - 1.3. ensuring that no overcrowding occurs in any part of the premises, that gangways and exits are kept clear at all times, and to prevent standing on seats or furniture.
2. For all dances, the following will apply:
 - 2.1. All stewards must be clearly identified by a badge (provided by the hirer) showing the name of the person and the word “Steward”. They must introduce themselves to the Site Manager, or his deputy, before the function commences
 - 2.2. All stewards (be they employed or volunteers) must be instructed in their duties by the hirers and not by any agent of the hirers.
 - 2.3. Stewards must be provided by the hirers at all times during the period of the booking -
 - 1) for any entrances and exits
 - 2) for the Bar area (and ensure that all glasses are collected and returned to the Bar at regular intervals, and also at the end of the hiring)
 - 3) supervising the Toilets.
 - 2.4. There must be no admission after 10.00pm, and no re-admission at any time during the course of the booking. If a person leaves the premises after admission he or she must not be allowed in again that evening.
 - 2.5. People known to have caused any problems inside or outside on any previous occasion or are clearly the worse for drink must be refused admission.
 - 2.6. Newspaper advertisements should include the words “No admission after 10.00pm. No re-admission at any time. The Organisers have the right to refuse admission”.
 - 2.7. Bottles and glasses must not be left lying about in any part of the premises.

Stewards Required to Attendees Stewards / Attendees

Seated	Unseated
1 – 250	1 - 100
2 - 251 – 500	2 - 101 – 200
	3 - 201 – 300



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NAMES, ADDRESSES, TELEPHONE NUMBERS OF STEWARDS ON DUTY

FUNCTION

NAME OF HIRER

DATE OF FUNCTION

NAME:

ADDRESS:

POST CODE: TELEPHONE:

I have read and understand the conditions concerning the provision of stewards

(Signed)

NAME:

ADDRESS:

POST CODE: TELEPHONE:

I have read and understand the conditions concerning the provision of stewards

(Signed)

NAME:

ADDRESS:

POST CODE: TELEPHONE:

I have read and understand the conditions concerning the provision of stewards

(Signed)