



DOWNHAM MARKET
ACADEMY

Downham Market Academy External Lettings 2021/22

DOWNHAM MARKET ACADEMY BOOKING TERMS AND CONDITIONS

Dear Client,

Please do read the information in this document as it contains essential information regarding your hire of our premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all Academy facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.

Hire of these premises is subject to the following conditions:

1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire of Academy Premises form attached to these terms and conditions, have adequate Public Liability Insurance cover in place and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Academy staff on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire of Academy Premises form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the Academy's premises. If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer.
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The Academy will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Academy site with the Academy's prior agreement. The Hirer is requested to inform the Academy in advance if the media is expected.
- 1.9 The Hirer agrees to pay the Academy on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 No intoxicating liquor shall be included in the refreshments available.
- 1.11 Parking is only permitted in the designated areas. Vehicles must not be parked where they would cause an obstruction. The Academy cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the Academy premises.
- 1.13 The Hirer is responsible for ensuring the Academy's pupils' property; work or equipment is not interfered with in any way.
- 1.14 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Academy of any absence without delay by contacting the Academy on 01366 389100. A charge is levied whether or not the facility is used.
- 1.15 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.

- 1.16 All furniture should be returned to its original position at the end of the let.
- 1.17 The Academy prohibits the use of fireworks.
- 1.18 No candles are permitted on site.
- 1.19 No smoking is allowed on the Academy site.
- 1.20 Refreshments may only be consumed in the canteen area. No food and drink may be served or consumed in any other areas.
- 1.21 Authorised Officers of the Academy may enter the premises at any time for any reason during the let.
- 1.22 The Academy may terminate the letting if the Hirer fails to comply with the Academy Booking Terms and Conditions or with Fire or Health and Safety regulations.
- 1.23 Any event deemed to bring the Academy's good name into disrepute can be cancelled at any time by the Academy
- 1.24 Publicity materials used must be approved by the Academy in advance.
- 1.25 The hirer is responsible for carrying out a risk assessment. The Academy may require the hirer to provide a copy of this assessment to the Academy Site Manager.
- 1.26 Should the hirer need to call the emergency services during a let the duty site supervisor must be informed.
- 1.27 If specialised equipment or accommodation is included in the hire, this may only be used when an appropriately trained member of academy staff is present.

2. Booking Charges with effect from 1st September 2019

Venue/Room/Facility	Day	Rate per hour
Classroom Standard Size	Monday – Friday	£15
	Saturday	£20
Hall	Monday – Friday	£20
	Saturday	£24
Gymnasium (Inc. changing rooms).	Monday – Friday	£20
	Saturday	£24
Playing Field	Monday – Friday	£15
	Saturday	£20
Changing Rooms	Monday – Friday	£8
	Saturday	£10
Courts	Monday – Friday	£20
	Saturday	£30
MUGA	Monday – Friday	£20
	Saturday	£30 (additional charges for lighting)

3. Conditions

- 3.1 Single bookings require payment of either the full amount or a booking fee, equal to 50% of the value of the booking, at the time of booking. The balance must be received not later than 21 days prior to the hire. Cheques are payable to Downham Market Academy and cannot be post-dated. A Security Deposit of £100 is also payable at the time of booking and is refundable provided that the Academy has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the Academy will contact

the Hirer at the earliest possible opportunity. All returned security deposits will be made by cheque to the original payee.

- 3.2 Block bookings for regular hires will be invoiced one month in arrears and will be payable within 21 days of the date of invoice.
- 3.3 Cancellation charges are applied as follows:-
- One month or more notice – full refund of fees
 - Less than one month but more than 7 days – 50% of fees paid
 - 7 days or less notice – no refund.
- 3.4 The Academy reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the Academy shall not otherwise be liable for damages in respect of such cancellation.

4. Duty Site Supervisor Responsibilities

The Duty Caretaker is the Academy's representative and is responsible for making sure that, before, during and at the end of the letting, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy
- b) That the premises are in a safe and satisfactory condition for the Hirer
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the Academy or its contents
- g) That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) Duty Site Supervisors do not have authority to change any aspect of these terms and conditions.
- i) Duty staff will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
- j) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

5. Health and Safety

- 5.1 Hirers who use the premises to hold classes for children must provide a Child Protection and Safeguarding Policy which the Academy will hold on file.
- 5.2 It is illegal to smoke on any part of the Academy site.
- 5.3 Permission to use the premises will not be granted if, in the opinion of the Academy, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Academy activity. Hirers are requested to respect the Academy's neighbours' rights.

- 5.4 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 5.5 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 5.6 The Hirer is responsible for arranging first aid provision for the period of hire.
- 5.7 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the Academy unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or his representative) is present.
- 5.8 The Security Alarm System will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.
- 5.9 Any electrical equipment brought on to the premises must have up to date PAT tested certificates.

6. Safeguarding and Child Protection

We have a legal obligation to ensure that activities undertaken on our premises comply with the child protection and safeguarding requirements. In order to do this the hirers must

- a) Ensure that they indicate on the safeguarding form the names of all the officials or staff who will attend the premises.
- b) Ensure that all those officials or staff are DBS checked.
- c) Ensure that all those officials or staff have undertaken appropriate safeguarding training.
- d) Where under 8's will be in attendance as outlined in the terms and conditions document, that the hirers have undertaken relevant checks under the Childcare (Disqualification) Regulations 2009 to ensure that their officials or staff are not disqualified from working with children themselves or that anyone resident or working in their households is disqualified.

By completing and signing the Safeguarding form and the Application for Hire form, the hirer affirms that they have undertaken all such checks.

7. Additional facilities

- 7.1 No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited.
- 7.2 Chairs and furniture may not be removed from their existing locations without the Academy's consent
- 7.3 No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.
- 7.4 Use of the Academy's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.

7.5 The Academy must be advised if food is being brought onto the premises. Kitchen facilities are not available.

8. Insurance Cover

8.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.

8.2 The Hirer must indemnify the Academy in the minimum sum of £2 million against all public liabilities and evidence of cover must be provided before the let takes place.

8.3 If the hirer cannot provide evidence of adequate cover, the hire will not be permitted.

9. Copyright and Public Performances Licences

9.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.

9.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society.

9.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.

9.4 The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

10. Evacuation Procedure

10.1 The Hirer must ensure they and anyone attending their event are familiar with the Evacuation Procedure in the event of an emergency.

10.2 The Hirer should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. The fire evacuation routes are displayed and must be followed. If any person is missing, they are responsible for advising the Duty Site Supervisor immediately.

10.3 In the event of an emergency: Leave by the nearest exit and walk by the quickest route round the outside of the buildings to the assembly point at the rear of the academy. Do not re-enter the building as a short cut to reach the assembly point.

**DOWNHAM MARKET ACADEMY
APPLICATION FOR HIRE OF ACADEMY PREMISES**

Name of Organisation / Business							
Registration Address of Organisation / Business (for invoicing purposes)							
Nature of Organisation / Business							
Contact Name (if different from above)							
Contact Address (if different from above)							
Telephone Number(s)							
Type of Activity							
Area(s) likely to be hired							
Date and times for hire / function (for single use)							
Date: ___ / ___ / 20__							
Time From: To.....							
<i>Please note: you must include sufficient time to prepare the Hall and clear up when indicating the hours which you require.</i>							
For regular use please tick the day required.	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Time:.....							
Full Time / Term Time Only (please delete as appropriate)							
Dates of hire:							
Numbers attending							
FACILITY	REQUIREMENTS						

Booking Charges

I represent a profit making organisation and have provided proof of adequate Public Liability Insurance cover. <i>(please tick if applicable)</i>
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I have enclosed a copy of our child protection and safeguarding policy and completed the safeguarding form with names of officials/staff who will attend. <i>(please tick if applicable)</i>

I have read the Academy Booking Terms and Conditions and discussed the hiring of the premises with the Academy. I agree to abide by all the conditions.

*Signed (on behalf of the hirer).....

Date: Print Name.....

Signed (on behalf of the Academy).....

Date: Print Name.....

*Please sign and date this form and return to Natasha Gill-Price, Office Manager, Downham Market Academy, Bexwell Road, Downham Market Academy PE38 9LL. For a single hire of premises, please also enclose a cheque for 50% of the total cost of hire plus £100 deposit. Cheques must be made payable to Downham Market Academy. Post dated cheques cannot be accepted.

Academy Telephone 01366 389100
Site team telephone 07825 341321
Duty Caretaker 07826 914810

Lettings Policy Safeguarding Form

Name of Hirer	
Organisation	

I, the above named, or their representative, confirms that the following are the officials or staff who will be attending the premises have

- a recent DBS check
- received safeguarding/child protection training
- have been checked under the Childcare (Disqualification) Regulations 2009 where under 8's are involved in the club/activity

Name	Role

I certify that I am an authorised signatory for the organisation above, or I am the hirer and the information provided is complete and accurate. If there is any change I will notify the Academy as soon as possible.

Signed: Date:

Name: