

FISHPONDS CHURCH OF ENGLAND PRIMARY SCHOOL

FISHPONDS OLD LIBRARY

LETTINGS TERMS AND CONDITIONS



ACADEMY RESPONSIBILITIES

1. Any Lettings must be approved by the Academy, in advance.
2. The Academy reserve the right to refuse a letting with no explanation. At certain times the availability of a let is dependent upon the Site Manager or a member of staff to open and close the premises, therefore a general enquiry prior to submission of a letting form is advised.
3. A Lettings form to use either the internal areas of the Academy must be signed by the hirer and received by the Academy at least two weeks in advance of the intended letting date. Lettings to use external areas of the Academy should be received at least one month before the intended hire date.
4. Where the proposed date falls within an Academy holiday, the letting form must be received at least one week before the end of term.
5. For evening functions, the building must be vacated by 10.00pm (Sunday – Thursday) and 11.00pm (Friday – Saturday and bank holidays).
6. There are to be no party lettings unless under the explicit agreement of either the Principal or the Trust.
7. The consumption of alcohol must be explicitly agreed by the Academy in advance of the booking.
8. The Academy will provide a mop and bucket, sweeping brush and dustpan and brush for cleaning the property but will not provide cleaning products.
9. The hirer may not assign or sub-let the premises.
10. A returnable deposit of £50 will be taken as additional cleaning, damage contingency and key loss cover, this will be returned if no claim is needed against it.

An enhanced non-refundable deposit of £50 will be required should the hirer be using equipment that may increase the likelihood of damage to the property or will incur excessive electricity usage (bouncy castles, bubble machines, stage lighting, PA or speaker system etc.) An enhanced deposit will also be charged for parties or events with a large number of guests or where alcohol may be consumed.

11. Any equipment that gives off smoke, fumes or vapour must be by agreement in advance with the Academy 10 days before required, as special permission must be applied for in order to protect fire sensors.
12. All hire charges must be paid by the due date via Academy Hire or if necessary, by alternative arrangement with the Academy.
13. Cancellation terms are laid out under *Cancellation and Amendment of Hire*
14. Applications and charges for regular lettings will be reviewed annually, in September.
15. The Academy reserves the right to cancel or amend any letting at any time. Any fees paid will be refunded or an alternative date or venue offered, except in the case of misconduct.

FISHPONDS CHURCH OF ENGLAND PRIMARY SCHOOL

FISHPONDS OLD LIBRARY

LETTINGS TERMS AND CONDITIONS



16. The Academy reserves the right to impose special conditions or restrictions in respect of any letting, to protect its property/employees or on the grounds of Health and Safety. Any special conditions will be notified in writing to hirers.
17. Whilst the Academy gives no guarantee to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state.

HIRE CONDITIONS

The premises or grounds must not be used without a current lettings approval. Any person who knowingly uses premises or grounds without authorisation will be charged at the appropriate rate and refused permission to use the facilities in the future.

1. The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting.
2. The property must be hired for minimum duration of two hours, unless otherwise agreed by the Academy.
3. The Hirer must not exceed their booked hire times or access the premises outside of their booked hire times, unless otherwise agreed in writing by the Academy.
4. A 'No Smoking Policy' applies at all times and covers all areas of the Academy and grounds.
5. Hirers working with children, young people or vulnerable adults must provide copies of their Safeguarding, Child Protection or Vulnerable Adults policies and procedures one week before the Hire commencement.
6. The hirer must pay the Academy the cost of making good any damage to property that may exceed the £50 standard deposit and £50 enhanced deposit, if applicable.
7. The Academy accepts no liability for damage to, or loss of, any property, equipment, articles or vehicles whatsoever, placed or left in the Facilities or any part thereof, by the Hirer. The Academy may remove and store any property left by the Hirer after the Hire Period. If the Hirer fails to collect the property within 30 days, the Academy may dispose of the property without further notice.
8. The hirer must clear and remove any rubbish from site. The Academy bins are not to be used for rubbish disposal.
9. The property must be vacated by the time specified on the Booking form and left in a clean and tidy condition, ready for subsequent hirers.
10. The Hire Checklist, available to the Hirer on School Hire, must be completed and returned to the Academy Office along with the keys within 72 hours of the end of the hire.
11. If, upon arrival, the hirer is not happy with the condition in which they found the property they must notify the Academy by email (fishpondsoldlibrary@ficeps.org.uk) within 24 hours of the start of the hire; detailed information on the issue(s) and photographic evidence must be included within the email. If the Academy is not notified within 24 hours, steps to remedy the situation to the satisfaction of all parties cannot not be taken.

FISHPONDS CHURCH OF ENGLAND PRIMARY SCHOOL
FISHPONDS OLD LIBRARY
LETTINGS TERMS AND CONDITIONS



12. Any furniture or equipment in the room hired must not be interfered with without the prior approval of the Academy.
13. Standing on seats, furniture, windows sills, etc. is not permitted.
14. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.
15. Any furniture, props, decorations etc. provided by the hirer must be removed immediately after the end of the letting.
16. Chalk resin or polishing materials may not be used on floors.
17. Chewing gum is not allowed on the premises.
18. The hirer must accept that, failure to observe any of the conditions set out, could result in a penalty being imposed by the Academy. This is to either replace damaged items/ buildings or services employed.
19. The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the Academy.
20. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos etc.) are not included in the letting arrangement.
21. Kitchen equipment is not included in the letting agreement; the hirer is responsible for providing their own equipment. Any pots and pans used must be induction hob compatible.
22. The Hirer must not do anything to breach the provisions of the Food Safety Act 1990, as they apply to the Site.
23. The Academy does not guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.
24. Chairs and tables installed in the premises may be used with prior agreement.
25. Any staging, platforms or furniture used during the Letting must be safe and free from defects and unable to slip or move during activities.
26. Any additional provisions (sound equipment, lighting, bouncy castles, play equipment and musical equipment etc.) should be approved by the Academy prior to the Letting being approved. All electrical equipment must be PAT tested with a valid date and connected to a power source by a Residual Current Device (RCD).
27. Any play performed or film shown should be appropriate to the age of the audience.

FISHPONDS CHURCH OF ENGLAND PRIMARY SCHOOL

FISHPONDS OLD LIBRARY

LETTINGS TERMS AND CONDITIONS



28. The Hirer will be required to maintain their own photography policy and will provide confirmation to the Academy that they have systems in place to protect children, young people and vulnerable adults.
29. In the interest of hygiene, animals other than assistance dogs are not admitted onto the Site except with prior written consent of the Academy.
30. Risk assessments appropriate for the activity should be shown at the time of booking and adhered to at all times.
31. The upstairs boardroom is not included in the hire and must not be used for any purpose.

INSURANCE

1. Proof of Public Liability Insurance must accompany the signed hire form, if appropriate.
2. Insurance affected by the Academy does not extend to hirer's liabilities. Therefore, it is the responsibility of the hirer to obtain public liability insurance cover of £5 million.

LEGAL RESPONSIBILITIES

1. The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purposes 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.
2. The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment provided for children, it is the responsibility of the hirer to station sufficient numbers of responsible adults to prevent more children being admitted to the building than can safely be accommodated there and to control the movement of the children while entering and leaving the building and to take all other reasonable precautions for the safety of children.
3. The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without specific approval of the Academy Council.
4. The Hirer must be notified of emergency escape routes; location of firefighting equipment. It is the Hirer's responsibility to call the Emergency Services and the Site Manager in the event of an accident or incident.
5. The hirer will notify the Academy at this point of any issues confirming the let of disability access so they can be discussed and addressed regarding wheelchair access etc.
6. The hirer must comply with all legislation in force at the time of the Letting.
7. The hirer will, to the best of his/her endeavours, ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting.
8. Each party shall comply with their obligations under the Data Protection Act 1998 and the EU General Data Protection Regulation (Regulation EU 2016/679) when in force.

FISHPONDS CHURCH OF ENGLAND PRIMARY SCHOOL

FISHPONDS OLD LIBRARY

LETTINGS TERMS AND CONDITIONS



HIRE CHARGES AND RATES

Hire charges must be paid in full at the time of booking unless agreed otherwise by the Academy.

The refundable deposit will be returned to the Hirer within 7 days of the booking via the original payment method providing the property is left clean and tidy, ready for subsequent hirers and the Hire Checklist has been completed and returned to the Academy Office, along with the keys.

Use of electrical equipment such as a bouncy castle, PA system, lighting etc. will require an enhanced (non-refundable) deposit of £50 per booking.

Use of the kitchen will be charged at an additional £25 per booking.

If there is a false fire alarm during the event and it is found to be caused by the Hirer's group or equipment a call-out charge of £100 will be added to the cost of hire.

Any other callout outside of office hours (7.45am - 4.00pm Monday – Friday during term time) may incur a callout charge of £50.

A single event hire discount of 10% is offered to the immediate families of pupils attending Fishponds CE Academy.

A single event hire discount of 10% is offered to charities, providing proof of registered charitable status is provided.

The Academy reserves the right to offer additional discounted rates at its discretion.

Hire rates are subject to change, without notice, and at the Academy's discretion. Any pre-arranged single event hire will be honoured at the rate advertised at the time of booking. Regular hirers will be notified in writing of any change in rates.

Regular hire is a continuous booking of 12 weeks or more or a block booking of 5 consecutive days or more.

Single Event

Standard Deposit (refundable in line with lettings T&C)	Enhanced Deposit (non-refundable)	Hire Charge (per hour)	Whole day hire charge (8+ hours)
£50	£50	£27.50	£210

Regular Hire

Standard Deposit (refundable in line with lettings T&C)	Enhanced Deposit (non-refundable)	Hire Charge (per hour)	Whole day hire charge (8+ hours)
£50	£50	£22.50	£170

FISHPONDS CHURCH OF ENGLAND PRIMARY SCHOOL

FISHPONDS OLD LIBRARY

LETTINGS TERMS AND CONDITIONS



CANCELLATION AND AMENDMENT OF HIRE

If the hirer fails to comply with any of the conditions above, whether intentionally or accidentally, there may be deemed just cause to cancel the letting or series of lettings immediately. If the letting is cancelled by the Academy-as the Hirer has failed to comply with the Lettings Terms and Conditions the Hirer will not be entitled to any reimbursement of any hire charges. The Academy will always notify the Hirer of any cancellation in writing.

Cancellation by the Hirer must be given in writing and receipt must be confirmed by the Academy. The effective date of cancellation is the date the Academy receives notification.

If the Hirer cancels the booking after the booking has been confirmed in writing by the Academy, the following charges will be applied and must be paid by the Hirer:

Cancellation Notice and Rates	
Over 4 weeks prior to the hire date	Deposit
Over 2 weeks prior to the hire date	75% of hire rate + £50 deposit
Less than two weeks prior to the hire date	Full hire charge + £50 deposit

If the Hirer wishes to extend or reduce their agreed booking, they must inform the academy a minimum of 72 hours in advance of their booking. Amendments to the booking must be agreed in writing by the Academy. Hirers must not assume that their amendment request is agreed by the Academy if written confirmation has not been received.

The Academy reserves the right to cancel Hire or offer an alternative venue if it best meets the needs of the Academy (i.e. school events). If this situation arises, notice will be given in writing by the Academy to the Hirer as soon as reasonably possible.