

CMAT Ely College – Hiring of the Premises

Terms and Conditions

The terms and conditions on which the premises are let shall be as follows:-

Booking and Fees

- (a) All applications for the hiring of academy premises must be made through the individual academy using the appropriate booking form.
- (b) Bookings can normally only be accepted for up to 6-months in advance.
- (c) A booking will only be accepted, subject to availability, upon completion of a booking form and signed indemnity. All bookings will be confirmed, in writing. (Please do not make any arrangements until you have received written confirmation.)
- (d) The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally revised with effect from 1st September each year by the trust finance committee.
- (e) All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable).
- (f) Demountable staging will be charged for based upon the time taken to set up and dismantle
- (g) Self-catering is only permitted by arrangements with the academy. The academy kitchen is available for hire by special arrangement
- (h) The premises are subject to the normal Sunday trading laws under the Sunday Trading Act 1994 and only restricted items may be sold on a Sunday
- (i) Hirers wishing to make use of the sound and lighting facilities will have to pay for the hire of the College technician to operate these. Hirers are NOT permitted to use any stage lighting
- (j) The trust will not let academy premises to any hirer without first ensuring that such organisations understand the trust's child protection procedures, including the appropriate procedures regarding confidentiality.
- (k) All charges will be invoiced and are payable within 14 days of invoice date.
- (l) The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

Deposit

A non-refundable deposit of 20% of the hire charge is required at the time of booking. (Cheques to be made payable to Ely College)

Cancellations

- (a) Notice of cancellation must be given, in writing, to the local academy at least 14 days before the hiring date. If notice is not received in time then the hirer will be liable for any costs incurred. Deposits are non-refundable.
- (b) The trust reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit. The trust shall not be under any liability to the hirer for any loss or damage they may sustain arising out of such termination. During the Christmas, Easter and summer holiday periods hiring may be refused in order that cleaning, redecoration and other essential work may be carried out. Hiring may also be refused when the facilities are required for examination purposes.

Public Liability Insurance

All hirers must have adequate public liability insurance cover as a condition of the letting. Please enclose a copy of your own cover with this application.

Hirers Responsibility

The hirer shall:

- a) Vacate the premises by the time stated on the booking form.
- b) Obtain the necessary license if alcohol is to be sold, a copy of which must be submitted to the academy at least a week before the event.
- c) Ensure that they have made appropriate arrangements for the provision of entertainment licence/s in particular elements that are not covered by the academy's entertainment licence a copy of which is displayed in the entrance to the academy
- d) Be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung and must indemnify the academy against any infringement of copyright.
- e) A copy of all licences must be provided to the academy prior to hire
- f) If any part of the premises are to be used for purposes of gaming, or games of chance of any description, the hirer shall be responsible for securing that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968 or any subsequent amending Act are fully observed and complied with.
- g) Where premises are not licensed under the Cinematography Acts no films likely to incite uncivil behaviour or unrest shall be shown
- h) Ensure that any equipment brought onto the premises and used is safe and meets the standards of any statutory requirements regarding its serviceability, control and use.
- i) Fireproof all scenery and props etc. to be used in any performances, in accordance with instructions issued by the Fire officer.

- j) Environment: observe the trust's 'no smoking policy'. All those who use the premises are kindly asked to refrain from smoking on the premises at all times. We also operate a 'gum free' zone on the entire site and chewing gum is banned throughout the academy campus, (including grounds).
- k) Observe the academy's health & safety policy. A copy is provided to the hirer with each booking
- l) Comply with all applicable notices and signs.
- m) Immediately evacuate the premises by the nearest fire exit on the sounding of the fire alarm. The fire alarm is a continuous ringing of the academy bell. A copy of the fire evacuation guidance is provided to hirers.
- n) Inform the Caretaker / Site officer immediately of any incidents.
- o) Leave the premises and equipment as found.
- p) If any additional expense is incurred, arising from the letting, or any extra cleaning becomes necessary as a consequence of the use of the premises, the person/organisation hiring the academy will be responsible for any such expense and charged accordingly.
- q) Persons hiring premises or grounds will be held responsible for any damage to buildings, furniture, equipment or other property and a claim for the reinstatement, replacement or repair of such will be made whether as a result of the negligence of the hirer or their invitees, employees or agents during the period of hire. The hirer shall be deemed to have undertaken to pay the cost of such reparation by signing this hire agreement. No nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
- r) The hirer will be expected to insure this risk and hold legal liability insurance to cover claims directly arising from their group or organisation's activities.
- s) The hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring whilst they are on the premises or on any part of the academy's site, and for preserving good order.
 - i. The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:-
 - ii. The orderly and safe admission on departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
 - iii. The safety of the premises and the preservation of good order and decency therein.

- iv. Ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and are immediately available for exit during the whole time the premises are in use.
- v. During the period of the hire a Caretaker / Site officer will be on duty
- t) The trust cannot allow the Hirer to use ladders or scaffolding unless they hold a recognised certificate to show that they have been adequately trained to do so.
- u) The trust cannot accept responsibility for any loss, damage, accident or injury arising during the Hirer's use of the premises, or to any member of the hirer's party and the hirer shall indemnify the academy trust against all claims, demands, actions or proceedings.
- v) Car Parking is available at the academy. All hirers must ensure that vehicles are parked in designated parking spaces only; vehicles should never be parked on the grass. All vehicles are parked at the owner's risk. The trust accepts no responsibility for theft or damage to vehicles while parked on the premises.
- w) Dogs are not allowed on the premises. Guide dogs are acceptable.

Form of Agreement and Indemnity

- a) A booking form must be completed for each letting, giving full details of use of premises/equipment.
- b) The following indemnity will be included on the booking form and must be signed by the Hirer before the booking can be accepted:-

"I certify that I am over 18 years of age. I have read and agree to be bound by the Terms & Conditions of Hire, for the time being in force, and I accept responsibility for the observance of the conditions and agree to pay on demand the letting charge hereby incurred. I hereby indemnify Cambridge Meridian Academies trust against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting. (In requiring this undertaking the trust does not seek to absolve itself or any employees from liability as owners/occupiers of the premises.)"

- c) The trust reserve the right to refuse any booking which is deemed unsuitable.