
THE MEAD ACADEMY TRUST

The Mead Community Primary School
Castle Mead School
River Mead School

LETTINGS TERMS AND CONDITIONS 2021/22

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The Mead Academy Trust: a company limited by guarantee

THE MEAD ACADEMY TRUST
Terms and Conditions of Letting

A. General

1. Educational and other statutory requirements take precedence over any other use.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Trustees or the person to whom the control of lettings has been delegated.
3. Stage lighting (not present on all school sites) shall not normally be used unless special consent is given and a competent operator is provided. Trustees may wish to make a separate charge for this use.
4. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
5. Posters and placards will not normally be permitted on the premises except by prior consent of the Trustees or the person to whom the control of lettings has been delegated.
6. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
7. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
8. Smoking is not permitted.
9. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Trustees or the person to whom the control of lettings has been delegated, and, if appropriate, the Licensing Authority.
10. School Kitchens may only be used with the consent of the contractor/school and, if required by the contractor/school, the attendance of a representative of the contractor/school during the letting. Any charges for the use of the Kitchen will be as charged by the school and added to the basic lettings charge agreed by the Trustees.
11. Attention is directed to the Childrens' and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
12. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday preceding the weekend of the letting.
13. Consent to the use of the grounds may be withheld if the Trustees consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.

14. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
15. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
16. If a piano is hired, the only one to be used is that indicated by the Trustees or the person to whom the control of lettings is delegated.
17. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.
18. Opening and closing times will be subject to regular review via our CCTV and intruder alarm monitoring.
19. 4 weeks notice to be given of any termination to the lettings agreement by both parties.

B. Safeguarding and Child Protection

The Hirer should have clear and appropriate safeguarding and child protection policies and procedures in place which comply with current Government guidance from DCSF (e.g. adoption of the Sport England Safeguarding Standards). The Trust will seek assurance and ask to view these prior to any letting, and thereafter on an annual basis. The Trust reserves the right to visit, whilst a letting is taking place, from time to time to ensure these are being adhered to. Failure to adhere to these policies and procedures could result in termination of the letting.

The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

C. Fire and Safety Precautions

1. The hirer must have a working mobile phone available during the hire and should be aware of the position of accessible telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
2. Before using the premises hirers are responsible for checking, and Head and Trustees for ensuring, that:
 - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Fire fighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded
 - The hirer is familiar with the layout of the building
 - All school electrical equipment has been PAT tested. The Hirer must ask permission if they wish to use any school equipment. The hirer can only use their own electrical equipment if it has been PAT tested.
3. In the event of a fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.

4. If there is a fire, or the fire alarm sounds, everyone should leave the building by the nearest exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. No-one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.
5. Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.
6. After the letting the responsible person, whether the caretaker or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to.

D. Damage to Property

1. The Hirer shall repay to the Trustees any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

E. Indemnity

1. Hirers shall indemnify the Trustees against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Trustees or Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million (only exception to this condition is for bookings for Kingfisher Court, Astro Facility at River Mead School, where these are from individuals not from/or associated with any organisation)
3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Trustees strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Trustees and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
4. The hirer shall indemnify the Trustees against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.

5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

F. Right of Entry

1. The Head, Trustees, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

G. Failure to Observe Conditions

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Trustees may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Trustees may have under the agreement or otherwise and the Trustees shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

H. Responsibility for Property

1. The Trustees shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
2. Cars are parked on the school premises at the owners' risk. Car parking is not available at all Trust sites.
3. The hirer is responsible for ensuring the building (including external gates, doors and windows) and the site are secured. Key holders are responsible for ensuring the doors are locked and building alarmed.

I. Statutory Requirements

1. Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at the Council. Music, Singing and Dancing Licence. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
2. Public performances of stage plays, etc., can only take place in premises that have a Premises Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a Temporary Events Notice (TENS). Such a notice must be

shown to the Trustees representative – normally the caretaker or other responsible person- before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

KINGFISHER COURT ASTROTURF CONDITIONS OF USE – only at River Mead School, Melksham

The pitch markings are:

Yellow	5 aside football
Red	Multi Use small games courts
White	Tennis

In order to maintain the lifespan of the astroturf pitch and keep it in top condition please adhere to the following conditions:

- **Specialist astroturf trainers or regular trainers are the only footwear to be used on this facility. Footwear must not be muddy.**
-NO STUDED FOOTWEAR UNDER ANY CIRCUMSTANCES
- **No food or drink** is to be consumed on the astroturf, however water or sports drink can be drunk on the real grass area outside of the main courts as long as all rubbish is removed at the end of the letting.
- **No chewing gum** on the premises at all
- Bags must not be left on the astroturf, and only on the real grass area
- The facility is for multi-use games and it is the Hirer's responsibility to carry out a full risk assessment and understand the Health and Safety issues realised by all users. Each hirer must only use the pitch they have hired.
- Any incorrect use of equipment or inappropriate use of this facility which results in damage will be paid for by those responsible
- Hirers should note that we have neighbours close by and there are other community and educational hire activities taking place within the school during the evenings, Pitch users should keep noise to a reasonable level. Any unsociable behaviour or language may result in the termination of use of the pitch.
- Users of this facility do so at their own risk and River Mead School does not accept any responsibility for the safety of these individuals
- All bookings from organisations shall provide insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.
- There is no parking allocation, so cars would need to park in the public car park within an allotted space. Cars are left at the hirer's own risk.
- Users must vacate the facility promptly at the end of their hire, remove any rubbish, and ensure the gates have been secured.
- Any concerns should be reported to Gina Shanahan, office@rivermead.wilts.sch.uk, or a message can be left on 01225 703428

If any of the above conditions are broken the club/user will face immediate withdrawal of future lettings.

**THE MEAD ACADEMY TRUST
Application Form for Lettings**

APPLICATION FORM FOR USE OF ACCOMMODATION/FACILITIES AT _____

Particulars of Organisation/Club/Individual (only for Kingfisher Court)

Name of Organisation.....

Name and Address of Hirer.....

.....

Phone no: daytime:.....evening.....

Facilities required.....

(Hall, Music Studio, Classroom (give number), Playing field, Hard playground, Kingfisher Court - Astro Facility, Kitchen (for refreshments only) or Kitchen (for catering), Any other facilities/ equipment. N.B. Toilets and First Aid Facilities are included with every letting, except Kingfisher Court.)

Purpose of use.....

Day(s).....Date(s).....

Time(s) of use: from..... to.....

Heating required (in period 16th March to 30th September).....Yes / No / N/A.....

Equipment etc. required.....

Other requirements.....

Other information.....

I agree to the terms and conditions of hiring as submitted to me and will pay the sum due:

- (a) (for one letting) on receipt of your consent in writing
- (b) (for a series of lettings) on receipt of your invoice (payable within payment terms)
- (c) 4 weeks notice to be given of any termination to the lettings agreement by both parties.

Date.....

Signature.....

CONSENT

Your application for the hiring of accommodation/facilities has been approved /rejected by the Trustees. If it has been rejected a letter of explanation is attached.

The charge is £.....

Date.....

Signed.....

on behalf of the Mead Academy Trust

Name(print).....