



LETTINGS POLICY CONDITIONS FOR USERS OF THE SCHOOL PREMISES

Jesmond Park Academy is a PFI School. Please see attached Lettings Policy from Equans Ltd who own the premises of Jesmond Park Academy.

EQUANS Ltd - Conditions of Hire and Use

- 1 In these conditions the following expressions have the meanings respectively assigned to them:
 - a) EQUANS means EQUANS trading through EQUANS Buildings Ltd
 - b) 'Hire Charge' means the charge made by EQUANS for the hire of the premises;
 - c) 'Hirer' means the person or body corporate applying for the hire of the premises;
 - d) 'Period of Hire' means the period during which, under the contract for hire of the premises, the Hirer is entitled to use the premises; and
 - e) 'Plant' and 'Substance' have the meanings respectively assigned to them by section 53(1) of the Health and Safety at Work Act 1974.
- 2 Except in the case of a company, the contract for hire of the premises shall be made between the person who signs the application form and EQUANS, even though the premises may be used by the club, institution, organisation or group of persons (by whatever name they are called) stated in the application form. In the case of a company, the contract for hire of the premises shall be made on behalf of the company, by the person who signs the application form.
- 3 The Hirer shall pay to EQUANS the Hire Charge specified in the Authorisation Form.
- 4 A minimum deposit of [£25] is charged at the discretion of EQUANS management. Full payment is due by 11am on the Friday of the week prior to the event. If not received in cleared funds your event will be cancelled.
- 5 At EQUANS's discretion, the Hirer may be required to pay an additional deposit of [£50.00] against the cost of any damage, additional cleaning, and removal of rubbish etc. arising from the hire of the premises. The deposit, less any deductions, will normally be returned within 14 days after the period of hire.
- 6 If the arrangements to use the premises are cancelled, and one calendar month's clear notice is given of the cancellation, EQUANS shall have the right to retain a sum equivalent to one quarter of the Hire Charge. If any notice less than one month is given, the whole of the Hire Charge may be retained by EQUANS.
- 7 EQUANS reserves the right to determine the contract –cancellation of hire of the premises at any time should they require the use of the premises for any purpose connected with:
 - an activity organised by the School (for example exams);
 - an emergency; and/or
 - European, Parliamentary or Municipal Election.In this event, alternative accommodation may be offered or any charge paid will be refunded to the Hirer, but EQUANS shall not be liable to pay any compensation.
- 8 If the contract of hire entitles the Hirer to use the premises on a regular basis (e.g. weekly) then the following conditions shall apply:
 - a) No items may be stored on the premises between the periods of hire without the prior agreement of the EQUANS Facilities Manager; and
 - b) EQUANS will accept no liability for items stored on the premises, whether with or without the agreement of the Facilities Manager.
- 9 During the period of hire the Hirer will be entitled to use only those parts of the premises detailed on the Authorisation Form, and only during the allocated dates and times. EQUANS reserves the right to let other parts of the premises to other users or organisations during the same period. No guarantee is given of the number of chairs and/or tables available at the premises and no arrangements whatsoever will be made for the transfer of furniture either within the premises or to

and from other premises. Any necessary setting out of the premises is the responsibility of the Hirer and adequate preparation time should be requested for this purpose.

- 10 The Hirer shall not be entitled to use any specialist equipment such as pianos or other musical instruments, stage lighting, public address, gymnastic, sports, domestic science, craft equipment etc and any requirements for such equipment should be discussed with the Facilities Manager whose decision on whether use can be allowed or not is final. Where use of such equipment is allowed, an additional hire fee may be payable.

11 Use of Kitchen

Kitchens facilities are not readily available and members of the general public will not enter the kitchen. Employees of the catering contractor will be present in the Kitchen, and facilities limited to the use of serving counters & access to water. Costs will be charged based upon the labour cost of the catering contractor and any additional cleaning.

- 12 Appropriate sports and general footwear shall be used. Footwear deemed likely to cause damage will not be permitted.
- 13 On normal School days, no article (such as pianos, tables, flowers etc.) may be delivered to the premises before 5.30 p.m. on the day of use, unless arrangements are made with the Facilities Manager for their early delivery.
- 14 The Hirer, or a person appointed by the Hirer shall:
- a) be present when the Supervising Caretaker opens the premises at the commencement of the hire;
 - b) maintain adequate supervision against misuse by persons using the premises;
 - c) report to the Supervising Caretaker the presence of any intruders on the premises;
 - d) be present until the premises are formally vacated and closed by the Supervising Caretaker;
 - e) ensure that vehicles are parked only in the designated car parking bays which are clearly marked parking bays. Parking is NOT permitted onto any grass, paths or other paved areas.
 - f) ensure that the premises are left in a similar condition to that existing immediately before the period of hire, and that all furniture is returned to its original location;
 - g) ensure that all accumulated rubbish is removed from the premises unless otherwise authorised by the Supervising Caretaker; and
 - h) inform the Supervising Caretaker of any damage to the premises or equipment.
- 15 The use of materials for preparing floors for dancing is prohibited.
- 16 The premises shall be used for no purpose other than that authorised, nor in any manner which is inconsistent with the terms under which EQUANS agree that the premises be hired to the Hirer. The subletting of any part of the premises is prohibited.
- 17 The number of persons using the premises shall not exceed the number authorised.
- 18 The premises must be vacated by the time shown on the Application Form, which must be no later than 10pm, failing which the Hirer shall pay to EQUANS the expenses incurred by EQUANS in respect of excess time (and such expenses shall be deducted from any deposit paid under condition 4 above).
- 19 The Hirer shall use the best practical means for preventing disorderly behaviour by persons present on the premises by reason of the use of the premises by the Hirer.

- 20 Without prejudice to any duty or requirement imposed on EQUANS under any of the relevant statutory provisions the Hirer shall, in pursuance of section 4(2) of the Health and Safety at Work Act 1974, take such measures as it is reasonable for a person in his or her position to take to ensure as far as is reasonably practicable that the premises, all means of access and of exit, any plant or substance in the premises, or provided for use in the premises, is or are safe and without risks to health.
- 21 The Hirer is responsible for obtaining all licences and consents where required for performing dramatic works, public musical performances (whether live or mechanical reproduction), cinematographic performances, public dances or public entertainment, and a copy of the relevant licence or consent is to be provided to EQUANS before hire takes place. It is the responsibility of the hirer to comply fully with the conditions of the licence or consent.
- 22 In the event that the hirer fails to obtain any licence or consent required for performing dramatic works, public musical performances (whether live or mechanical reproduction), cinematographic performances, public dances or public entertainment, the hirer shall indemnify EQUANS, Focus Education limited, Newcastle City Council and the school in respect of any liability of whatever nature which they may incur directly or indirectly as a result of the hirers failure to obtain such a licence or consent.
- 23 Enquiries about licences for public entertainments should be made to the local authority in the area of the School.
- 24 Intoxicating liquor shall not be sold or supplied without the express consent of EQUANS and the obtaining by the Hirer of an appropriate licence, a copy of which shall be forwarded to EQUANS before hire takes place.
- 26 Where the Hirer has taken out a licence under the Cinema Act 1985 no inflammable films or materials of an inflammable nature will be permitted.
- 27 Smoking is not permitted in any area of the School building or grounds at any time.
- 28 The Hirer shall pay for the making good of any breakages or damage of any kind sustained by the premises or the fixtures, fittings, equipment or furniture therein, arising out of, or in connection with, the hire of the premises except damage caused by accidental fire or the negligence of EQUANS.
- 29 The attention of the Hirer is drawn to the need for him/her to make their own arrangements for insurance in respect of claims that might be made by persons for injury or damage arising from the hire of the premises. EQUANS's insurance covers EQUANS's liability only.
- 30 The Hirer shall ensure that:
- a) Where the premises are used for the purposes of dances or similar events, noise is kept to a reasonable level; and
 - b) The premises are vacated quietly with particular attention paid to vehicle noise, such as the slamming of car doors and the revving of engines.
- 31 Representatives of EQUANS shall have free access to the premises at all times
- 32 All electrical equipment used by the Hirer must be Portable Appliance Tested (P.A.T) in accordance with current legislation
- 33 a) EQUANS reserves the right to determine the contract for hire of the premises if any of the above conditions are contravened.

- b) Where the contract for the hire of the premises is determined under section 32(a) above the Hirer shall forfeit the Hire Charge paid unless LL decides that the Hirer shall forfeit an amount which is less than the Hire Charge.

Please ensure you have read and fully understand the terms and conditions stated.

Hire of School Premises – Application From

Please complete the following, in either ink or typed block capitals, and return to Equans Buildings Limited at the above address.

1. **Name of School:**

2. **Details of the applicant (Hirer)**

Full name:

Address:

.....

Telephone:

Email:

3. **Details of the organisation on behalf of which application is made**

Full name:

Address:

.....

4. **Details of the proposed use of the premises**

a) Description of the proposed use:

.....

b) Maximum number of persons who will use the premises at any one time

c) The majority of persons who will use the premises will be – over school age / still of school age.
(Please delete)

d) Will the proposed use be advertised to the public?
(If yes the applicant is referred to Conditions of Hire numbers 22 & 23)

e) Will any charge be made for admission?

f) To what purpose will the proceeds be put?

g) Is it proposed that alcoholic or intoxicating beverages will be consumed?

If yes, please attach copy licence as described in Condition of Hire 23.

h) Will food be consumed during the proposed use?

If yes, please note that all food debris must be removed from the premises or, with prior agreement of the Supervising Caretaker, deposited in the waste bins before the premises are vacated at the end of the hire.

Details of requirements

a) Accommodation required (please ring as appropriate)

General Classrooms (state number):.....

Specialist Classrooms

Other accommodation

Outdoor Sports Facilities

Indoor Sports Facilities.....

b) Other requirements

.....

c) Occasions required (please ring appropriately)

ONCE

SEVERAL TIMES

REGULARLY

d) Date(s) required

e) Time for preparation from to

Time for the event from to

Time the premises will be vacated

I, the undersigned (Mr / Mrs / Miss / Ms)
apply to hire the premises as set out above.

I hereby agree that, if EQUANS agree that the premises be hired to me, this Application Form and the Conditions of Hire attached shall form the contract for the hire of the premises between EQUANS and myself. I am over the age of 18. I have read and understand the terms and conditions of hire.

Signed Date

EQUANS Use:

Date received by EQUANS Buildings Limited

Comments