



Terms & Conditions for the Hiring of Facilities at Mounts Bay Academy

Definitions in these Terms and Conditions:

Academy means Mounts Bay Academy and also (where the context permits) its assigns and any sub-contractor for the Academy.

Booking Form means the online booking form or any other means of booking approved by the Academy.

Hirer means the person, organisation, club, firm or company with whom the Academy makes a contract for the use of its premises. The definition of Hirer extends during the period of hire to any third party person under the control of, connected with or on Academy Premises with the consent of the Hirer.

Equipment means any equipment under the ownership, possession or control of the Academy or otherwise present that is made available to the Hirer for use in connection with the activities.

Facilities means that part of the Academy stated on the Booking.

Hire Charge means the cost of hiring the facilities as specified in the Booking Form together with any additional charges incurred due to loss or damage for which the Hirer is responsible for, and Hire Charges shall be construed accordingly.

Hire Period means any and all periods of time during which the Hirer is permitted to use the Facilities as stated in the Booking Form.

Payment Request means automated payment request.

Regular Hire means hire on a periodic basis.

General:

These Terms and Conditions shall apply to the hiring to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Hirer to the Academy. These Terms and Conditions shall prevail unless expressly varied in writing and signed by the Academy Principal. The Academy may issue supplementary Terms and Conditions which will be an addition to and not a replacement of these Terms and Conditions.

If any provision of these Terms is found to be invalid, unenforceable or illegal it shall be severed from the remaining Terms which will remain valid to the fullest extent permitted by law.

If we do not exercise any of our rights or remedies under these Terms that will not mean that we have waived such rights or remedies.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights or Third Parties) Act 1999.

These Terms shall be governed by English law and Hirer and the Academy agree to the non-exclusive jurisdiction of the English Courts.

We reserve the right to change these Terms and Conditions the current version of which shall be published on the bookings website.

1. Applications

All correspondence and applications for the hire of Academy premises must be made to the Lettings Manager. The Academy reserves to the relevant senior member of staff the right to call for further particulars of any proposed hiring. The Academy reserves the right not to accept any applications for hire at its sole discretion.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed. Any hirer under 18 years of age will require a parent or responsible adult to apply on their behalf. The Academy, at its discretion may require said parent or responsible person to be present for the duration of the hire period.

3. Right of entry

The Academy reserves to their officials, the right to enter any portion of the hired premises at all times on producing evidence of their identity. The ticket taker or stewards, are to be instructed accordingly by the hirer.

4. Cancelling of Hiring

The right is reserved to cancel any hiring, without notice, where the Academy or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the amount of the scale or other fee payable hereunder will be refunded to the hirer, but the Academy shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

5. Preservation of Order

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises, shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Lettings Manager may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.

6. Alcohol

Alcohol shall not be sold or consumed on Academy premises, unless written approval in advance has been obtained from the Lettings Manager, and the appropriate licence obtained from the licensing justices.

7. Licensing

The premises hired shall not be used for cinema showings, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the relevant District Council as licensing authority or any other statutory body unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

Information about licence requirements can be found here:

<https://www.cornwall.gov.uk/advice-and-benefits/licences-and-street-trading/alcohol-and-entertainment-licence/licensing-act-2003/temporary-event-notice/>

<http://www.ppluk.com/>

A copy of any licence obtained must be provided in advance of the event date.

8. Catering services

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must contact the premises' catering contractor *Aspens Services Ltd* (Operations Director, Martin Garland 07768 646670) and inform the Lettings Manager accordingly. All hirers who wish to use the kitchen to produce meals must arrange through the catering contractor for a member of the catering staff to be present throughout the hiring, and the hirer will be liable to meet the cost involved. This attendance is necessary in order to meet the obligations under the Health and Safety at Work etc Act 1974. Supervision is not required when the kitchen is being used solely for the making of beverages and/or the heating up of food. Any hirer must:

- Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.
- Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.

- Not use refrigeration equipment.
- Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.
- Be responsible for breakages, losses, damage, etc.
- Remove from the premises all rubbish and food waste.

9. Gaming/Gambling

No gaming or gambling is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions is open for inspection in the premises office during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

10. Furniture and equipment

Furniture (other than chairs for use in halls) shall not be moved except by arrangement.

Items left by the hirer will be disposed of and the hirer will be charged accordingly.

11. Copyright

A) The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the Lettings Manager to use the premises shall be immediately cancelled and the Lettings Manager shall have the right to recover fees, charges or any other payments referred to in these regulations.

B) the hirer shall indemnify the Academy from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on the premises.

12. Electrical systems

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the Lettings Manager. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity contractors.

13. Stage and spot lighting

If stage lighting and spotlights are required, it must be clearly stated on the hire application. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge may be made for the use of stage lighting.

14. Fees and Charges

Payment shall be made online at <https://my.schoolbookings.co.uk>

A) the hirer shall pay to the Lettings Manager with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the Lettings Manager. In the event of damage occurring during the hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.

B) the Academy reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with.

C) the Academy also reserves the right to refuse to accept future bookings from any hirer

15. Payment of Charges

All charges must be paid at the time of booking, and bookings may not be accepted later than fourteen days prior. Special arrangements may be made for payment for Regular Hire.

16. Cancellation/Postponement of Hiring

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if three or more days notice is given, half fees may be payable, and, less than three days, full fees may be payable. Notice of cancellation must be in writing or E-mail.

If a Hirer cancels 25% of Regular Hire sessions within a Hire Period the Academy may terminate the contract by giving notice in writing.

17. Indemnity

The hirer shall indemnify the Academy against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

18. Entertainment Programme

The hirer, if called upon to do so by the Academy, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the Academy. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

19. Children's Entertainment

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
3. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

20. Additional Regulations Hire of Playing Fields/Synthetic Turf Pitch/Open Spaces

A) No warranty is given by the Academy that any outdoor facility is fit for the use proposed and the hirer must satisfy himself as to its suitability and take all reasonable precautions for the safety of all persons likely to use the playing fields, synthetic turf pitch or open space during the period of hire.

B) the hirer shall be responsible for supervising the behaviour of all persons using the outdoor facilities and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

C) no lines are to be marked on any outdoor area without the specific consent of the Lettings Manager.

D) the hirer shall not allow the outdoor area or a part thereof to become fouled by dogs. Dogs (other than Guide Dogs) are not permitted anywhere on the premises or grounds).

21. No smoking policy

Mounts Bay Academy operates a no smoking policy. Smoking is not permitted on the premises or anywhere else on the site. The hirer is asked to abide by these regulations.

22. Capacity figures for Mounts Bay Academy

The Academy has a Premises License which may only be varied by the Licensing Authority. The capacity figure stated below must not be exceeded under any circumstances and the Hirer must ensure a suitable ticketing/audience control is approved by the Academy.

Area	Dancing	Seated at tables	Seated audience	Standing
Main Hall	Yes	240	250	400
Drama Studio	Yes	80	150	

23. Fire regulations and exits

Hirers must not block or obstruct any fire exits, tamper with or move fire safety equipment.

Hirers under no circumstances may bring fireworks, pyrotechnics, gas containers or any appliance which when being used has a naked flame onto the premises unless prior permission from the Academy has been granted.

Hirers shall follow all safety instructions given by Academy staff and immediately exit the facilities should the Fire Alarm sound. The muster point is the outdoor tennis courts.

It is the responsibility of the Hirer to account for all persons attending their hire period.

24. First Aid cover is NOT included in the hiring of facilities

Mounts Bay Academy cannot guarantee but will endeavour to ensure a suitably qualified first aid person is on duty during the hire period and in such cases where First Aid assistance is required, will provide first aid equipment or contact the emergency services.

The Hirer should arrange for first aid qualified personnel to attend medical emergencies during the Hire Period

25. Vehicle access and parking

Vehicle access and car parking does not constitute part of any hire agreement and hirers should only park on site as directed by the duty staff. The Hirer, participants and spectators must not park in such a manner to block emergency access, rights of way for local residents or to cause any nuisance or disturbance to neighbours.

Disabled bays are for those users who are in possession of a valid and properly displayed disability blue badge.

The Academy cannot be held responsible for any damage or theft to cars parked on the premises.

Hirers parking on the premises should observe all speed restriction notices.

26. Data Protection

In compliance with the Data Protection Act 1998, information collected from Hirers will be added to online database. The Academy may also use this information for administrative and service communication purposes. All information will be treated confidentially and will not be shared with other organisations. For further information on how the Academy holds your personal data, please contact the Lettings Manager

I have read and agree to the Terms and Conditions of the Hiring of facilities at Mounts Bay Academy.

Signed: _____

Dated: _____

on behalf of: _____

Club/Organisation/Society