



Education - Business - Recreation

The Canterbury Academy

www.canterburyacademy.co.uk

Terms and Conditions of Hire of the Premises

- 1. General** - The rules and regulations with regard to the use and occupation of facilities and accommodation at The Canterbury Academy, hereafter called 'The Academy' are deemed to be embodied in and form part of these conditions and completion of the booking form shall be deemed to be an acceptance of these conditions, and acceptance of the booking by The Academy on behalf of the Board of Directors shall constitute a contract between The Academy and the hirer upon these conditions.
- 2. Permission** - (a) The hours during which the premises may be occupied will be shown on the confirmation of hiring form and occupiers should ensure that no persons enter or remain on the premises outside these hours i.e. the premises must be entirely vacated including removal of all property by the finishing time indicated on the form. (b) If additional time is required for preparation or clearing away this must be requested in advance on the booking form. (c) The hirer must at all times comply with any instructions given by The Academy's representative. (d) The hirer shall be held responsible for the preservation of order and the good behaviour of all persons attending or connected with the function at all times. The rules and regulations of The Academy from time to time in force for the better management and running of The Academy shall be observed at all times and shall be deemed to be incorporated herein.
- 3. Termination or Suspension** - The Academy may close the accommodation for such period(s) as may be necessary from time to time for the carrying out of maintenance work. Whenever possible early notice will be given by The Academy and an amendment will be made in the charges in proportion to the period of closure.

The Academy reserves the right for any reason it considers adequate to withdraw permission to occupy the accommodation on any particular date(s) or permanently. The withdrawal of such permission shall not entitle the hirer to make any claim whatsoever against The Academy, but any payment made to The Academy for the date(s) involved will be refunded unless the decision to terminate the letting is due to non-compliance with these conditions.
- 4. Refusal of Permission** - No occupation will be permitted, which, in the opinion of The Academy's representative, is likely to create any disturbance, cause any inconvenience to the residents in the neighbourhood, interfere with other occupiers or hirers or in any other way appear unsuitable to take place on the premises.
- 5. Sub-letting** - The hirer may not assign the benefit of the hiring nor permit the use of the accommodation to any other party.
- 6. Nature of Function** - Applicants shall on the booking form state the nature and object of the function proposed. They must also state whether a charge will be made for admission and the purpose to which any proceeds of the function will be devoted. Such statements shall be deemed to constitute a warranty on the part of the hirer that the actual use shall be fully consistent therewith. The Academy gives no warranty that the accommodation is or will be suitable for the proposed function.
- 7. Prohibited User** - The use of The Academy's accommodation for gambling or political purposes is strictly forbidden. No bills or posters may be placed on external or internal walls of the premises without prior consent of The Academy's representative. Other than flags and emblems which are peculiar to scouts, guides, and similar youth organisations, no decorations, flags, or emblems are permitted without the prior consent of The Academy. Under no circumstances should The Academy notices or students' work be taken down from walls or notice boards.
- 8. Refreshments** - Alcoholic drinks can be included in the refreshments at any function but only with the prior consent of The Academy. In such cases no persons under the age of 18 may be admitted to the function. The Academy must have obtained from the local Magistrates' Court any necessary occasional justices' licence. This licence will be obtained at the discretion of The Academy's representative. We will require a minimum of 4 weeks notice to obtain a licence and an additional charge to cover the licence cost and administration will be levied. None of The Academy's crockery, cooking equipment or urns may be used unless the prior, written consent of The Academy has been obtained.
- 9. Kitchen Area** - Use of the kitchen facilities is only authorised if the hirer accepts the additional cost of attendance, in a supervisory manner, of the Catering Manager or his delegate during the period of hire. Hirers are required to return kitchen facilities in the same conditions that they were accepted, they must be returned clean and tidy and fit for immediate catering use by The Academy. The hirer must at all times comply with any instructions given by the Catering Manager or his delegate. Any damage to or loss of equipment will be charged for.
- 10. Charges** - A charge will be made for use of the accommodation in accordance with The Academy's current tariff. This charge includes the cost of cleaning, heating, lighting and use of furniture. A further charge will be made for any extra cleaning required. Any loss of equipment, by damage or theft, will be charged for.
- 11. Loss and Liability for Damage** - The Academy accepts no responsibility whatsoever for the loss of or damage to the property of the hirer or any other persons using the accommodation. To the extent permitted by the UNFAIR CONTRACT TERMS ACT 1977, the hirer shall save The Academy harmless and keep it indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out of or in connection with the permission to use the accommodation in respect of any occurrence including: death or personal injury to any person; loss of or damage to any property of The Academy, the hirer or any other person; and shall not make any claim against The Academy in respect of any such matters.

To this end a hirer must arrange their own insurance and produce documentary evidence to the effect that a valid Public/Employer's Liability policy is in place with a minimum indemnity limit of £5million for any one event. A copy of a valid insurance certificate is required as evidence.

Cover can be provided under the Hirers' Liability (Lettings) Policy in the event that non-commercial hirers have no cover, or are unable to provide cover that meets the above requirements. The school will be required to charge both a fee for use of the premises and a premium to cover the purchase of insurance (currently 4% of hire fee).

This policy has an indemnity limit of £5million for any one event. The hirer is liable to pay a policy excess of £100 for each claim submitted in respect of damage to property.

12. The accommodation stated on the booking form is the only part of The Academy premises to be used by the hirer and this agreement is for the hire of accommodation and does not create any interest in land.
13. Hirers are required to return The Academy premises and facilities in the same conditions that they were accepted. Premises must be returned clean and tidy and fit for immediate use by The Academy.
14. Failure to observe the terms and conditions of this contract may result in The Academy terminating this agreement without notice and charging an appropriate portion of the letting fee in compensation for loss of income.
15. All electrical equipment brought on to The Academy from external parties is subject to our 'Portable Appliance Testing' requirements.
16. We will not allow use of kitchen facilities and equipment or PA and lighting equipment without a qualified member of staff from The Academy available during all times of use.
17. Use of computers and internet access falls under the restriction of The Academy Responsible Computer Use Policy, which must be adhered to. Any breach of this policy may result in computer access being revoked
18. Parking – Parking at The Academy is limited. We advise all visitors and delegates to consider the needs of the local residents and make alternative parking arrangements. Events, which cater for 100 or more guests, will be given special consideration and arrangements for parking on The Academy grounds can be made. Events, which cater for 200 or more guests, will be offered additional parking. This facility will only be available out of normal working hours. For these events parking assistance is compulsory and an additional minimum charge of £60 per hour will be made.

Computer Use Policy Extract

Equipment

- Do not install, attempt to install or store programs of any type on the computers.
- Do not damage, disable, or otherwise harm the operation of computers, or intentionally waste resources.
- Do not use the computers for commercial purposes, e.g. buying or selling goods.
- Do not connect mobile equipment to the network (e.g. laptops, tablet PC, PDAs, phones, USB hard discs etc.) without permission from the appropriate responsible member of staff.

Security and Privacy

- Do not disclose your password to others, or use passwords intended for the use of others.
- Never tell anyone you meet on the internet your home address, your telephone number, your school's name, or send them your picture, unless you are given permission to do so.
- Do not use the computers in a way that harasses, harms, offends or insults others.
- Respect, and do not attempt to bypass, security in place on the computers, or attempt to alter the settings.

Internet

- Do not use the internet to obtain, download, send, print, display or otherwise transmit or gain access to materials which are unlawful, obscene or abusive.
- Do not download executable (.exe, .bat, .com), zipped (.zip), or music files from the internet.
- Respect the work and ownership rights of people outside the school, as well as other students or staff. This includes abiding by copyright laws.
- Do not access 'chat' rooms, bulletin boards, forums, messages boards, social networking sites or instant messaging at any time.

The Canterbury Academy may exercise its rights by electronic means to monitor the use of the school's computer system, including the monitoring of web-sites, the interception of e-mails and the deletion of inappropriate materials in circumstances where it believes unauthorised use of the school's computer system is or may be taking place, or the system is or may be being used for criminal purposes or for storing text or imagery which is unauthorised or unlawful.

Payment and Information

A completed, signed copy of this form must be returned two weeks before the commencement of the letting.

Insurance

The Canterbury Academy Cover

The school will cover the use of the premises for an additional 4.00% of hire fee. This is compulsory for all users unless you have provided proof of your own comprehensive liability insurance. This policy has an indemnity limit of £5million for any one event. The hirer is liable to pay the current policy excess for each claim submitted in respect of damage to property.

OWN INSURANCE

Please provide documentary evidence to the effect that a valid Public/Employer's Liability policy is in place with a minimum indemnity limit of £5million for any one event.

If proof of insurance, being a copy of a valid insurance certificate is not provided before the letting, the 4.00% charge will be automatically added on your invoice. PLEASE NOTE - once this has been charged it will not be rectified in retrospect.

A fixed non-refundable deposit of £25.00 must be returned with this form to secure your booking

- Deposit will be shown on your final invoice
- Regular clients may not have to pay this deposit with prior agreement with The Academy's representative

(THE TOTAL COST OF EVENT MUST BE PAID IN FULL A MINIMUM OF 7 DAYS BEFORE THE COMMENCEMENT OF THE EVENT)

CHEQUES SHOULD BE MADE PAYABLE TO: The Canterbury High School

Preferred method of payment is by BACs transfer – account details are shown on invoice.

Additional Information

Where possible, cancellation must be made as much in advance as possible. The £25.00 deposit will be retained to cover our administration cost. Any additional costs already incurred i.e. applications for special licenses etc., will be charged.

The hirer is responsible for all security measures during their letting. If it is felt that adequate security has not been put in place The Academy reserves the right to make appropriate arrangements at additional cost to the hirer.

The Academy has no responsibility to provide first aid trained staff for a letting. It is the hirer's responsibility to provide trained staff or make alternative arrangements with a third party if necessary

THE ACADEMY RESERVES THE RIGHT TO RE-LOCATE A LETTING IF SCHOOL USE REQUIRES IT.

- The Academy reserves the right for any reason it considers adequate to withdraw permission to occupy the accommodation on any particular date(s) or on a permanent basis.
- Event times stated on the booking form must be strictly adhered to.
- YOU ARE EXPECTED TO LEAVE THE ACADEMY PREMISES IN THE SAME CONDITION THAT YOU FOUND THEM.
- All litter should be put into the bins provided. Please respect our neighbours when leaving by keeping noise to a minimum.
- If the Academy is not left in a satisfactory state of cleanliness; additional cleaning charges will apply.
- Damages must be repaired by qualified contractors hired by The Academy or employees of The Academy, whichever is appropriate. These charges will be levied at full cost plus administration charges. VAT will be added where applicable.
- Any requests for chairs must be made on the booking form under Section 3. ADDITIONAL REQUIREMENTS. In order to comply with fire safety regulations, the amount of chairs or guests must be adhered to.
- Parking at The Academy is limited so we advise all visitors and delegates to make alternative parking arrangements. Special consideration will be given to events which have over 100 participants. Please refer to section 18 of the Conditions of Hire.

Please return the completed form to:

Miss F.Childs,
Customer Service Manager
The Canterbury Academy,
Knight Avenue,
Canterbury,
Kent,
CT2 8QA

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Fax: 01227 762801
www.canterburyacademy.co.uk

Office Use Only

Received by		Date accepted	
Date received		Insurance document received	YES/NO
Confirmation sent		Booked on calendar	