

## LETTING TERMS AND CONDITIONS

These Conditions and Regulations are binding upon any persons, club or organisation hiring the facilities at any of The Company's premises and relate to all parts thereof.

All correspondence in connection with the hiring of The Premises shall be addressed to:

Lettings Officer

Oasis Academy Hadley  
South Street Enfield  
EN3 4PX

### INTERPRETATION

In these terms and conditions: -

- The Company means Oasis Community Learning.
- The Premises means Oasis Academy Hadley, South Street, Enfield, EN3 4PX including all associated buildings and land.
- Hire Agreement means the contract entered into by the person making a booking.
- Period of Hire means the specified period of use for an activity or resource as stipulated by the Hire Agreement.
- Hired Facilities means the scope of facilities granted for use as stipulated by the Hire Agreement.
- Hire Charge means the amount payable by the Hirer as stipulated by the Hire Agreement.
- The Hirer shall be deemed to include any person using The Premises or any of its facilities in consequence of the hiring whether or not a charge has been and shall also include a spectator.

### 01. PREMISES

In all correspondence, advertising, publicity and media coverage the Premises shall be referred to as Oasis Academy Hadley

### 02. BOOKINGS

Transfer of bookings will be allowed only with the written consent of the Lettings Officer. The Premises may, at the Letting Officers discretion, be booked for an Event Booking more than one year in advance subject to the strict understanding that the scale of charges at the date of the Event will apply unless payment is made in full at the time of booking.

#### a) 02.01. Casual Bookings

Casual or one-off bookings can be made up to six days in advance and may be made by persons aged 18 or above. Casual bookings are defined as single bookings for the specified Period of Hire.

#### b) 02.02. Block Bookings (Vatable)

Block bookings (vatable) are defined as more than one booking for the specified period of hire that do not qualify for VAT exemption under VAT Notice 742. Block bookings (Vatable) must be made by persons aged 18 or above.

#### c) 02.03. Block Bookings (Non-Vatable)

Block bookings (non-vatable) are defined as ten or more bookings for the specified period of hire that qualify for VAT exemption under VAT Notice 742. Block bookings (non-vatable) must be made by persons aged 18 or above.

#### d) 02.04. Event Bookings

An Event Booking is defined as a Casual Booking which requires The Company providing additional services, either themselves or through the commissioning of a third party. Application for Events must be made on the correct form at least twenty-eight days before the first day of hire. No Event Booking will be deemed to have been accepted without written confirmation. Event bookings must be made by persons aged 18 or above.

### 03. CHARGES

Lettings fees are displayed on the Academy website. Lettings fees will be reviewed annually, and we will inform you of any changes, 2 calendar months in advance.

#### 03.01. Payment of charges

- a) Casual bookings: payment to be made when booking or payment to be made at least 10 days prior to commencement of Period of Hire.
- b) Block bookings (Vatable and Non-Vatable): payable as agreed on application. Payment of the invoice should be paid within 30 days of the invoice date, sent at the end of each month. A month in advance.
- c) Event bookings: a non-refundable deposit of 25% must be submitted with the application form. If total fees are less than Fifty pounds the full amount is to be paid at the time of booking; this amount is non-

refundable. The Company will require payment for additional services to be provided prior to The Company entering any contractual arrangements with third party providers. The full amount outstanding must be paid at least fourteen days prior to the Event.

#### **04. CANCELLATIONS**

##### **04.01. Cancellation by The Company**

- a) The Company reserves the right to cancel a booking. At least fourteen days' notice of the cancellation will be given except in cases mentioned in paragraphs below where possible suitable alternatives may be offered.
- b) The Company reserves the right to prohibit the use of any of the facilities at any time if in its opinion the facilities are unfit for use, or such use will or is likely to make the facilities unfit.
- c) All monies paid in respect of a booking cancelled in accordance with above will be refunded unless alternative accommodation has been offered by The Company and accepted by The Hirer but The Company will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by The Hirer arising from the cancellation.
- d) If any circumstances over which the company has no control render the centre unavailable to The Hirer on any day of the proposed hiring or any part of such day, The Hirer shall not be entitled to compensation in consequence thereof or in connection therewith other than the return of the hiring charge.

##### **04.02. Cancellation by the Hirer**

- e) Cancellation of a casual booking must be made at least 72 hours before the commencement of the booking period. If a cancellation is received after this time The Hirer is liable for full payment.
- f) A request for cancellation of a Block Booking (Vatable) or any part thereof must be made in writing at least thirty days in advance of the period of hire. If such notice is not received The Hirer is liable for full payment. This condition is not applicable to Non-Vatable Block Bookings as no refunds can be given.
- g) A request for cancellation of an Event Booking must be made in writing at least 14 days in advance of the period of hire. If such notice is not received The Hirer is liable for full payment.

#### **05. HIRE PERIOD LATE FEE**

- a) Where The Hirer overruns the agreed Period of Hire a late fee will be incurred. This will be calculated in 30 minute intervals, at a rate equivalent to the hire charge, up until such time as the facility is vacated for the next hirer or closure.
- b) The Hirer shall be liable for any other additional expenses incurred by the company if The Hirer overruns the prearranged period of hire.

#### **06. CONDITIONS OF HIRE**

- a) The Hirer shall not use the Premises for any purpose other than that for which they are hired.
- b) The Hirer must agree to abide to the Academy's Ethos Statement for Lettings (a copy of which is attached to this agreement). All groups who hire the facilities of Oasis Academy Hadley must prove an inclusive approach to their work through their published Constitution or their Aims and Objectives. We reserve the right not to let our facilities to groups or organisations that do not demonstrate an inclusive approach to their work, or who act in a way that is contrary to our Ethos.
- c) The Hirer shall not use any part of the Premises not specified in the Hire Agreement.
- d) The Hirer shall not assign or sublet the Premises or any part thereof.
- e) The Hirer will use the Hired Facilities for the period of hire only and shall vacate the hired facilities promptly on conclusion of the period of hire.
- f) The Hirer shall conduct and observe all instruction of the Company relating to the use of the Premises and conduct therein which may from time to time be published by notice on the Premises or otherwise.
- g) Fire doors and doors fitted with automatic closures must not be interfered with by the Hirer. The Hirer shall keep every corridor, passage, entrance and exit of the Premises clear of obstruction and ready for use in an emergency.
- h) The Hirer shall make the Company aware if they have a disability that will require a Personal Emergency Evacuation Plan (PEEP), and make a copy of the plan available to the Company. The Hirer is responsible for ensuring PEEP are provided for all members of their group that require it.
- i) The Hirer shall be responsible for ensuring that the limits of accommodation / equipment provided are observed and that all rules and regulations of the Company, or any other relevant authority are complied with.
- j) Parking and unloading is not permitted unless a prior agreement has been made. The staff car park on site is for employees of the Company only unless prior agreement has been made.
- k) No structural alterations or other shall be made to the fabric of the building, nor to any of the Company's installations, furniture, fixtures or fittings, or other property of the Premises without

express written permission and under the supervision of the Company and any other appropriately qualified person the Company may nominate. Should any alterations be made, all costs will be borne by the Hirer including any making good that the Company needs.

- l) No additional water, gas or electrical equipment shall be installed/used in the Premises or alterations to such equipment made without the written permission of the Company. In case of such permission being granted the necessary work is to be conducted to the satisfaction and under the supervision of Lettings Officer and any other appropriately qualified person the Company may nominate. All work must be made good that the Company requires. All work must follow IET Wiring regulations 17th Edition. Any electrical equipment brought onto the Premises must have an earth leakage circuit attached to it and should be PAT tested.
- m) The Hirer shall return The Premises in the same clean and tidy condition to the entire satisfaction of The Company. Failure to follow this requirement will result in The Hirer being charged the full cost to return The Premises to a clean and tidy condition ready for public use. Cleaning Fee will start at £30 per hour payable, this must be paid within 30 days. Failure to comply will result in added late payment fees.
- n) Where the Hirer represents a club or organisation, they shall ensure that there are always at least two adults (18 years of age or over) supervising. It is recommended that all adults working with children and young people under the age of 18 or vulnerable adults have completed a "Disclosure of Criminal Background" under the Rehabilitation of Offenders act 1974 (exceptions) order 1975.
- o) The Company reserves the reasonable right of entry to any of the Premises by its staff or any other duly authorised person and reserves the right to remove any disorderly person or any article which is or may be a source of damage or danger.
- p) The Hirer is not allowed to bring or permit to be brought onto the Premises intoxicating liquor without written permission from the Company.
- q) The Hirer is not allowed to bring or permit to be brought onto the Premises illegal substances.
- r) Smoking is not permitted anywhere on the Premises.
- s) No pet/animals are permitted on the Premises, including external areas, without written permission from the Lettings Officer.

#### **07. HEALTH AND SAFETY**

- a) The Hirer will be required to provide copies of risk assessments to the Lettings Officer once booking is confirmed.
- b) Health and Safety emergency and normal operating procedures are available on request in writing from Lettings Officer.
- c) You must organise a fire drill, in case of fire, and share your evacuation plan. In case of a fire, you, the Hirer are responsible for making sure that all your guests evacuate the building and assemble at the nearest fire evacuation point.
- d) The Hirer must have a trained first aider and provide a first aid kit.
- e) The Hirer shall familiarise themselves with the location of the nearest telephone for use in emergencies or have use of a mobile telephone.
- f) The Hirer shall notify the Company of any accident that takes place on our premises. You will have to complete an accident form.

#### **08. CODE OF CONDUCT**

- a) The Hirer shall always be responsible for the maintenance of good order and discipline of those attending the Premises in connection with the hiring.
- b) The Hirer shall refrain from any conduct which is dangerous, inappropriate, unseemly or unsporting or which might cause annoyance, nuisance or damage to other users of the Premises.
- c) The Hirer shall keep all noise at a level which is acceptable to the Company and the Environmental Health Officer, and which does not cause any disturbance or nuisance to the local residents. The Hirer shall comply at once with any instruction to reduce the noise levels given by the Company or any other authorised Officer. The Hirer shall not be entitled to compensation in consequence of these.
- d) The Hirer shall ensure that they leave the Premises quietly at the stated time, minimising any disturbance to occupiers of The Premises and / or buildings near to the Premises.
- e) The Hirer shall ensure the No Smoking Policy of The Premises is always adhered to.

#### **09. INSURANCE & LIABILITY**

- a) The Hirer must not do or allow to be done anything which may render payable an increased premium under policies of insurance effected by the Company in respect of the Premises or which may render void any such policies.
- b) The Hirer will have to provide a copy of their public liability insurance and risk assessment once the booking has been confirmed. Evidence should be provided prior to the hire period beginning.

- c) The Company will compensate the Hirer for any loss or damage suffered if it fails to carry out its obligations to a reasonable standard or breach any duties imposed on it by law (including if it causes the death or personal injury to the Hirer by its negligence) unless that failure is attributable to: The Hirer's own fault; a third party unconnected with the provision of services under this agreement; or
- d) events which neither the Company or its suppliers could have foreseen or forestalled even if they had taken all reasonable care.
- e) The Hirer shall indemnify the Company against all loss, expenses or damage to third party property and in respect of death or injury to any person in conjunction with the Hirer's or its contractor's use of the Premises. The Hirer shall indemnify the Company against all claims which may be made against them in respect of such matters except injury, loss or damage resulting from the negligence of the Company as defined in clause 09.0C.
- f) The Company's staff, agents and subcontractors are not medically qualified. If you have any doubts about your fitness or ability to undertake physical activities The Company strongly recommend you get independent medical advice before exercising.
- g) The Company's liability to compensate the Hirer for any loss, damage or theft of the Hirer's property caused by the negligence or fault of the Company, its employees, agents or sub-contractors will be limited to a total amount of £500 (for any one incident).
- h) The Hirer shall be liable and accept full responsibility for injury, loss and cost of repair of any damage to the Premises (fair wear and tear excepted) which may be occasioned, done or committed during the period of the hiring of the Premises or any part thereof, or to any furniture or fittings to other property in the Premises, whether or not belonging to the Company or the Company's contractors, agent licensees or employees and for any loss or removal of any such furniture, fitting or other property and shall fully indemnify the Company from any such claims which are pursuant to this condition.
- i) In the event of any damage to the Premises arising as a result of the hiring, the Company shall determine the sum to be paid by the Hirer to the Company for the purpose of making good the damage and in respect of any financial loss suffered as result of facilities at the Premises being rendered unavailable for hiring on account of the damage caused. Such a charge shall be restricted to liquidated damages and not as a penalty.

## **10. PERFORMANCE, BROADCASTING & COPYRIGHT**

- a) The Company has a Premises License, a copy of which is displayed in the reception area.
- b) If the Company selling tickets or promoting an event on behalf of the Hirer a negotiated percentage of the income from the sales may be deducted by the Company before the income is passed to the Hirer in liaison with the lettings officer.
- c) No sweepstakes, raffles or other form of lottery shall be promoted, conducted or held on the Premises except those which are lawful by virtue of any enactment of the Gambling Act 2005. Prior written consent must be gained from the Company in advance.
- d) No person or organisation is allowed to give away live animals as prizes whilst holding an event in the Premises.
- e) In cases where flammable material is used in the construction of display items, or in the making of costumes or any other apparatus, notification must be given to the Company and the materials used are to be treated and maintained in a fire-resistant condition in accordance with current regulations.
- f) The Hirer may not grant Broadcast (sound, television, internet) or filming rights without prior written consent of The Company. If such consent is given the Company reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived there from.
- g) Photographs for professional or commercial use and publication must not be taken in the Premises without prior written permission of the Company.
- h) The hirer is prohibited from using any identifiable images or artefacts of Oasis Academy Hadley this includes logos/pictures/videos of students or the building without prior consent from the Lettings Officer.
- i) Smoke/Vapour machines cannot be used on site under any circumstances.
- j) The Company have been granted a Licence by the Performing Rights Society Limited, Copyright House, 33 Bemers Street, London. W1, to cover performance of all musical works in the Society's repertoire. The Hirer shall comply with the conditions of this licence and in particular, shall permit the Performing Rights Society by its duly authorised agent to have the free right of entry into the Premises during the times of public performance.
- k) If The Hirer proposes to use any copyright work not in the Society's repertoire, they shall first obtain the consent of the owner or the owners of the copyright in respect of such performance. In the event of an infringement of copyright during the period of hiring, The Hirer will indemnify the Company from all liability in respect of the infringement.

## 12. MICELLANEOUS

- a) The Hirer shall follow the law of the land.
- b) If the Hirer is using the Premises for the purposes of children's entertainment, the Hirer shall arrange for adequate adult supervision by persons accustomed to the care and control of children. The attention of the Hirer is drawn to the following: Section 12 Children and young person's act 1933 and The Children Act 1989.
- c) Charity collections shall not be allowed on the Premises without express written permission by the Company. Except with the written permission of the Company the Hirer shall not:
  - a. Sell or supply to other users of the Premises, goods of any description whatsoever.
  - b. Display, distribute, affix or post any bill, placard of notice into or upon any part of the Premises.
  - c. Advertise or publicly announce any event due to take place at the Premises.
  - d. Use other than the proper footwear appropriate to the activity involved or wear outdoor footwear in activity areas.
  - e. Admit or permit to the Premises any glassware or articles of a flammable, explosive, dangerous, noxious or offensive nature.

## 13. ADDITIONAL TERMS AND CONDITIONS

- a) The Company reserves the right to refuse any application for hiring, to attach additional conditions to any hire and to vary the scale of charges in the case of any hire.

## 14. AMENDMENT OF TERMS AND CONDITIONS

- a) The Company reserve the right to amend or vary these conditions.

## 15. BREACH OF CONDITIONS

- a) If a breach by the Hirer of any of the forgoing terms and conditions, the Company will give notice to the Hirer of which conditions have been breached. They may suspend/cancel the hire until the Hirer has proven to the Company that all conditions are adhered to and can show what actions have been taken to ensure no further breach of the same nature will occur. In doing so, the Company shall not be liable to refund any portion of the Hire Charge to the Hirer or be liable to the Hirer or any third party for compensation in respect of such cancellation of the hiring. Any such cancellation is to be without prejudice to any claim which the Company may have against the Hirer.

## 16. COMPLAINTS

- a) Any complaints connected with the hire of the Premises should be made to the Lettings Officer within seven days of the hire period.

## 17. STORAGE

- a) All properties are left at the owner's risk. Oasis Academy Hadley accept no responsibility for any items lost, damaged or stolen whilst on our premises.

## 18. CANCELLATION

- a) If for any reason you choose to cancel your hire you must inform all attendees of any changes or cancellations. the persons who will attend. Oasis Academy Hadley will not notify of any changes.

## 17. DECLARATION

I acknowledge receipt of these terms and conditions and the Oasis Academy Ethos Statement. I agree, on behalf of the organisation I represent, to abide by these terms and conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organisation: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

## THE OASIS ETHOS IN RELATION TO LETTINGS

### About Oasis Community Learning

Oasis Community Learning was set up in 2004 with the express purpose of transforming learning, lives and communities through the development of the Oasis Academies.

The vision of Oasis Academies is to create both outstanding schools and community hubs. As well as delivering first-class and innovative education, Oasis builds 'Hubs' in the area it works in; creating safe and inspiring local neighbourhoods that provide integrated and diverse services to benefit the whole person and the whole community.

Our ethos is an expression of our character- it is a statement of who we are and therefore a lens through which we assess all we do. The work of Oasis Community Learning is motivated and inspired by the life, message and example of Christ. This is encapsulated by the following five statements:

1. a passion to include everyone.
2. a desire to treat everyone equally, respecting differences a commitment to healthy and open relationships.
3. a deep sense of hope that things can change and be transformed a sense of perseverance to keep going for the long haul.

Oasis never seeks to impose its beliefs on anyone. We are clear with staff, students, parents/carers, volunteers and all other parties working with us that it is the behaviours that we value and this flows directly from the Christian beliefs on which Oasis is built. To be part of Oasis does not require anyone to own or accept these beliefs but to share our values.

The full Education Charter explains how our ethos impacts in Oasis Academies and can be found on [www.oasiscommunitylearning](http://www.oasiscommunitylearning)

### Ethos at Oasis Academy Hadley

At Oasis Academy Hadley we interpret the Oasis Ethos through the Hadley Way.

- A passion to include.
- A desire to treat people equally respecting differences.
- A commitment to healthy, open relationships
- A deep sense of hope that things can change and be transformed.
- A sense of perseverance to keep going for the long haul

### Ethos and lettings

It is important to us that all groups who hire the facilities of Oasis Academy Hadley have an inclusive approach to their work and welcome people of all faiths or no faith to their work. This must be demonstrated through the Constitution or the Aims and Objectives as the group or organisation. We reserve the right not to let our facilities to groups or organisations that do not display an inclusive approach to their work, or who act in a way that is contrary to our Ethos.