

# Lettings Policy

EPAT

Believe Succeed Together

Date Reviewed	June 2021
Date Ratified by the Trust	July 2021

**This document covers all lettings at both The Eastwood Academy and Bournemouth Park Academy which make up the Eastwood Park Academy Trust (EPAT).**

Lettings at each site are completely separate and anyone wishing to hire facilities should contact the relevant Academy. Hirers enter an agreement with one Academy only and the hire is not transferrable between Academies.

**Letting Administrator Contact Details:**

The Eastwood Academy – 01702 524 341 [rhayward@eastwood.southend.sch.uk](mailto:rhayward@eastwood.southend.sch.uk)

Bournemouth Park Academy – 01702 468 046 [office@bournemouthpark.southend.sch.uk](mailto:office@bournemouthpark.southend.sch.uk)

**POLICY**

1. The Eastwood Park Academy Trust (EPAT) encourages links and liaison with the local community and welcomes its premises at The Eastwood Academy and Bournemouth Park Academy being used after the school day or at other times by groups which directly or indirectly help create a richer and more diverse environment for pupils and staff.

2. Many of the groups which EPAT would wish to use its facilities generate no income for themselves. Whilst recognising that EPAT has a statutory duty to ensure that it does not suffer a net loss in letting out accommodation, the Trustees believe that EPAT should seek to set any scale charges at a reasonable level that is not unduly onerous for those organisations within the community which operate on a voluntary basis.

3. The Trustees delegate responsibility for deciding whether charges should be waived, to the CEO and/or Business Manager who will exercise their judgment in line with the broad criteria in paragraph 1. All other lettings will be administered according to the scale of charges approved by EPAT Trustees on an annual basis.

4. The Eastwood Academy and Bournemouth Park Academy encourages a wide variety of activities to take place on the premises, the Trustees reserve the right to refuse a letting if the nature of the event proposed is likely to create tension in the Academies or local community or is in any other way seen to be divisive.

**SCALE CHARGES - IN ALL CASES HOURLY CHARGES APPLY**

<b>Facilities at The Eastwood Academy</b>	<b>:</b>	<b>£per hour</b>
Astro Turf Pitch	- Half Pitch	30
	- Whole Pitch	60
Gymnasium		20
Sports Hall		40
Swimming pool		36
Track		40
THEATRE*		70
CONCERT HALL*		35
DANCE STUDIOS (per studio)		25
CONFERENCE ROOM		30

*\*Additional charges apply in addition to the hourly hire rate for the hire of the Theatre and Concert Hall.*

**Facilities at Bournemouth Park Academy:****£per hour**

Hall (3 available)	15
3G Astro turf (no floodlights – suitable for children’s teams only)	
- Half Pitch	15
- Full Pitch	25
Playground	30
Sensory Play Area **	40

(\*\*Deposit required)

A surcharge of 100% will apply for hire at Bournemouth Park on Sundays

The responsibilities for the hire of EPAT premises and playing fields are set at three levels, namely:

- Policy Setting and approval,
- Management and Supervision,
- Execution and Operation.

**1: Policy Setting and Approval**

The ultimate responsibility for the Letting of EPAT Property rests with the CEO, reporting to the Trustees of EPAT.

On an annual basis the role of this body will be to approve the Lettings Policy together with the Conditions of Hire and to set the scale of letting charges.

**2: Management and Supervision**

The CEO will delegate responsibility for the management and supervision of this activity to the Business Manager who will, on an annual basis, prepare and present the necessary documentation for the Trustees annual review (1 above).

On a day to day basis the Business Manager will ensure that the lettings processes and conditions are operating as intended and that any disputes are addressed and resolved in a timely manner.

**3: Execution and Operation**

The execution and operation of EPAT lettings deals with the bookings, receipt of money, and administration of the site during lettings. These activities are undertaken by the following positions within the Business Manager’s organisation:

The Lettings Administrator:- responsible for the bookings, invoicing, and liaison with the Hirer for all matters concerning the hire. The Administrator will liaise with the respective Department Managers to ensure the smooth running of the activity and that all parties receive the necessary information, support, and follow up.

The Finance Officer:- responsible for the receipt and banking of payments from the Lettings Administrator.

The Site Administrator:- an appointed Caretaker responsible for ensuring that the Hirer uses the premises as intended and secures the associated EPAT premises throughout and following the period of the hire. This person will report any misconduct, inspect the hired areas to ensure that the premises are left secure and undamaged, and alert the Business Manager in any exceptional circumstances.

## CONTENTS

1:	MATTERS RELATING TO BOOKINGS AND CHARGES .....	5
1.1	INTERPRETATION .....	5
1.2	BOOKINGS .....	5
1.3	INSURANCE .....	5
1.4	CHARGES .....	5
1.5	CANCELLATION .....	6
1.6	DEBT RECOVERY .....	6
1.7	LICENCE .....	7
1.8	INTOXICANTS AND OTHER RESTRICTIONS .....	7
1.9	INDEMNIFICATION.....	7
1.10	RIGHT OF ENTRY/ACCESS.....	8
1.11	PROHIBITIONS.....	8
1.12	CONDUCT.....	8
1.13	CAR PARKING .....	9
1.14	HEALTH AND SAFETY .....	9
1.15	SITE REPRESENTATIVE .....	10
1.16	GENERAL.....	10
2.	RACE RELATIONS & SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS	10
2.1	COMPLIANCE .....	10
3:	SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE EASTWOOD ACADEMY CONCERT HALL AND THEATRE.....	11
3.1	VACATION OF PREMISES .....	11
3.2	SEATING, FURNITURE AND OTHER AREAS .....	11
3.3	ELECTRICAL, LIGHTING AND HEATING.....	11
3.4	ADVERTISING .....	11
3.5	PERFORMANCE SCRIPT .....	12
3.6	VIDEO RECORDING.....	12
3.7	GAMING ACT.....	12
3.8	MATTERS RELATING TO STATUTORY REQUIREMENTS .....	13
4:	SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE EASTWOOD ACADEMY SWIMMING POOL .....	15
4.1	ATTENDANCE DURING USE .....	15
5.	HAZARDOUS ACTIVITIES .....	16
5.1	SPECIFIC CONDITIONS.....	16
6.	VAT	16

## 1: MATTERS RELATING TO BOOKINGS AND CHARGES

### 1.1 INTERPRETATION

- 1.1.1 The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and, on the part of the Hirer, to be observed and performed.

### 1.2 BOOKINGS

- 1.2.1 All applications for the hire of accommodation must be made on the appropriate booking forms and be submitted to the Lettings Administrator at the hired premises prior to the commencement of the hire. Regular hirers are required to complete new booking forms & submit the required booking documents each year.
- 1.2.2 Applications from young persons under the age of eighteen shall include the name, address and signature of the guarantor who shall be over the age of eighteen years.
- 1.2.3 The right is reserved to refuse to grant a hiring without giving a reason.

### 1.3 INSURANCE

- 1.3.1 As a condition of hire the Hirer must have public liability insurance cover in the name of the Hirer which is in force during period(s) of hire and must provide a copy to the Lettings Administrator prior to the commencement of the hire. Regular hirers must supply up-to-date copies each year.

### 1.4 CHARGES

- 1.4.1 A schedule of the hire charges is provided on page 2. The charges applicable at the time of the function will be deemed to be part of the conditions of hire.

The Trustees reserve the right to alter charges without notice. The charges payable shall be that applying at the time of the hiring not at the time of the application.

- 1.4.2 All hirers are invoiced in advance of their hire and are required to make payments in advance. Any hirer in arrears of their payments will have their hire suspended until payment is made.

In the case of The Eastwood Academy Theatre and the Concert Hall NO booking will be accepted later than 14 days (35 days where licensing is required under the statutes referred to in condition 3.8.1) prior to the date required. The full hire charge must be paid no later than fourteen days prior to the date of the event.

Any increase in charges between the date of booking and the date of use will be payable prior to the use of the premises.

- 1.4.3 The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage. In the case of the Bournemouth Park Sensory Play area this will be £100.00. In the case of The Eastwood Academy Theatre and the Concert Hall the Hirer will be required to pay either 25% of the total hire charge or £250.00 whichever is greatest as a damage deposit. Within fourteen days following the event the deposit will be refunded to

the Hirer subject to any deductions that may be made for loss or damage to Academy premises or equipment.

1.4.4 The booking will not be confirmed until all hire charges and any required deposit have been paid in full.

#### 1.5 CANCELLATION

EPAT reserves the right to cancel any hiring at our discretion at any time. Notice of cancellation will be given where possible.

1.5.1 The right is reserved to cancel any hiring without notice where the Trustees of EPAT considers it necessary to do so:-

- a: in consequence of any outbreak or prevalence of infectious disease;
- b: for any other cause outside its control, or,
- c: because the Trustees of EPAT reasonably believes that an act is likely to be done in the premises which will contravene the Race Relations Act 1976 (or any other law) or prejudice the performance by EPAT of its obligation under Section 71 of that Act to ensure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither EPAT nor any Body responsible for the management of EPAT shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

1.5.2 In the case of The Eastwood Academy Theatre, once a booking has been accepted and the deposit paid, if the Hirer wishes to cancel the booking within 28 days of the event date the full hire charge is payable as a cancellation fee. Notice of cancellation for periods greater than 28 days of the event will incur a cancellation charge equal to 25% of the Hire charge.

1.5.3 In all other cases Hirers must give reasonable notice to the Lettings Administrator at their hire premises of any cancellation. In respect to The Eastwood Academy, the latest cancellation time for weekday bookings is 4pm on the day of booking and for weekends 4pm on the preceding Friday, but longer notice should be given if possible. If notice is not given or is given after the times above the hirer will be charged the full cost of that session. In respect to Bournemouth Park Academy, cancellation for all bookings should be at least 24 hours' notice.

#### 1.6 DEBT RECOVERY

1.6.1 Monies owing should be paid by the due date shown on invoices.

1.5.4 If the debt has not been paid by the due date a reminder will be sent 7 days after the due date, a second reminder 7 days later and a final demand 14 days after the 2<sup>nd</sup> reminder.

1.5.5 If the debt remains outstanding after the final demand, hiring will be suspended. Once full payment of the debt has been made, a decision will be made by the

Trustees as to whether the hirer is able to continue or whether the hire will be cancelled.

## 1.7 LICENCE

1.7.1 The hiring will constitute a personal license to the Hirer to use the hired premises for the agreed period of time for the purposes stated on the application form.

1.7.2 The Hirer shall not transfer or assign the license to use hired premises or the facilities within them or allow any other organisation or persons to use them.

## 1.8 INTOXICANTS AND OTHER RESTRICTIONS

1.8.1 Intoxicating liquor shall not be sold, supplied or consumed on EPAT premises except by general or special approval of the Trustees and subject to any necessary licence having been obtained by the Hirer.

1.8.2 The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except that which is in conformity with the programme which has been approved. Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under condition 1.5.2, unless the Trustees of EPAT or its representative decides to remit such fees.

## 1.9 INDEMNIFICATION

1.9.1 Neither EPAT nor its Trustees shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his assistants servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the negligence of EPAT or Trustees servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified EPAT, its Trustees and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in respect of injury to any person (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

1.9.2 Neither EPAT nor the Trustees shall be liable for any loss to the Hirer due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, act of God or other circumstances which may cause the temporary closure of the premises or playing fields or the hiring to be interrupted or cancelled.

1.9.3 The Hirer shall make good any wilful or avoidable damage to the hired premises or to any other property of EPAT or Trustees which can be attributed to his use of the premises or to his servants agents or invitees. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer his servants or agents or invitees.

1.9.4 In the event of any such damage, EPAT or Trustees may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such repair or making good as

certified by or on behalf of EPAT or its Trustees.

1.9.5 The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Trustees against all sums of money which the Trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

#### 1.10 RIGHT OF ENTRY/ACCESS

1.10.1 Members of EPAT and the Trustees reserve to themselves, and their officials, the right to enter the premises hired unimpeded at all times on producing evidence of their identity.

1.10.2 The agreement to hire will cover parts of the premises only at the agreed hire premises. The Hirer does not have any rights of access to other parts of the premises. The Hirer undertakes to take all reasonable steps to ensure that participants do not trespass into areas of the premises which are not subject to the hiring.

#### 1.11 PROHIBITIONS

1.11.1 No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceiling furniture or fittings.

1.11.2 Food is not permitted to be consumed in The Eastwood Academy Dance Studios or Theatre. If food is consumed elsewhere on EPAT premises hirers must ensure that all rubbish be removed and the area left clean. Failure to do so will incur additional costs to cover cleaning and may result in termination of hire.

1.11.3 Non-sports shoes or shoes with black soles are not permitted to be worn in The Eastwood Academy Sports Hall, Gym or Dance Studios.

1.11.4 Only soft studs or moulds are permitted to be worn on the astroturf surfaces – no studs or blades are to be worn.

1.11.5 Smoking is not permitted anywhere within the hired premises buildings or grounds.

1.11.6 Floor dressings are not permitted on The Eastwood Academy Theatre floor.

1.11.7 Furniture and equipment must not be used or moved by hirers – all equipment must be supplied by the hirer.

1.11.8 Hirers must take all equipment with them when they leave – it is not possible to store equipment on EPAT Premises.

1.11.9 Dogs are not permitted anywhere within EPAT buildings or grounds (with the exception of Guide Dogs).

#### 1.12 CONDUCT

1.12.1 The Hirer shall be present at all times during the function held and shall be responsible for the maintenance of good order; special attention shall be given to:

a: the behaviour of those in attendance;



- b: the interests of residents in the neighborhood so that they are not disturbed or caused any inconvenience;
- c: the interests of teaching staff and pupils at the hired premises – leaving the premises in good condition and as found;
- d: other functions being held elsewhere on EPAT premises so that they are not interfered with;
- e: all those in attendance vacating the premises in an orderly manner and by the finishing time of the function as stated on the application form.
- f: all hirers must respect the fact that there are other hirers on the premises and are required to conduct themselves in a courteous manner to EPAT staff and other hirers. Levels of music or noise must be kept to a level that does not negatively impact on other hirers.
- g: there is no provision for the disposal of nappies on EPAT premises. All hirers must ensure that nappies are removed from site and are not disposed of in toilets or waste bins.

1.12.2 In the event of any misconduct, the Hirer will be required to vacate the premises immediately.

### 1.13 CAR PARKING

1.13.1 Agreement to hire the premises does not automatically give rights to park on the Premises. The parking of motor cycles, cars, lorries etc., on EPAT premises shall be subject to the agreement of the Site Representative and permitted in the marked parking bays only on the condition that:

- a: any persons bringing such vehicles onto EPAT premises do so at their own risk and that they accept responsibility for any damage or injury caused to any person or to the premises or to any other property of the Trustees of EPAT by such vehicles;
- b: the Hirer shall maintain at all times adequate means of access to Fire Appliances and for emergency vehicles within the car parking areas and shall, if necessary, provide Stewards, as determined by the Site Representative, for this purpose.
- c: The hirer shall ensure that users arrive and leave the premises in a quiet and orderly fashion and respect the surrounding neighbours at all times. Car horns must not be sounded when leaving the premises.

### 1.14 HEALTH AND SAFETY

1.14.1 The Hirer shall:

- a: comply with all safety directives issued by the Trustees of EPAT and its employees;
- b: ensure that all passages, exits and stairways in the Hired Premises are kept clear during the hiring period.

- c: ensure that the number of persons admitted to the Hired Premises does not exceed the maximum determined by the Trustees of EPAT to comply with safety standards.
- d: notify the Site Representative immediately in respect of all accidents which may arise during the hiring period.
- e: carry out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees but also in respect of employees of the Trustees of EPAT and members of the public.
- f: in the case of The Eastwood Academy Theatre and Concert Hall and any other large events held on EPAT premises the Hirer is required to provide fire marshals and stewards.
- g: Hirers who are booking premises for sporting activities must ensure that they or those working for them hold coaching qualifications recognized by the sport's Governing Body.

1.14.2 The Hirer shall not:

- a: introduce equipment for use in the Hired Premises without the consent of the Site Representative, alter fixed installations, alter or remove fire or health and safety notices or equipment, or otherwise take any action which may create a hazard;
- b: intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.
- c: alter the configuration of or add to the seating in The Eastwood Academy Theatre, the Concert Hall or Sports Hall/Swimming Pool viewing area.

1.15 SITE REPRESENTATIVE

1.15.1 All decisions made by the Site Representative shall be final. Any breach of these Conditions for Hire will be deemed sufficient cause for cancellation of the hiring.

1.15.2 The Site Representative shall ensure that all hirers are aware of the hired premises emergency evacuation procedures.

1.16 GENERAL

1.16.1 In the event of any matter arising in connection with the letting of hired premises which is not covered by these Conditions, the Trustees of EPAT shall have full power and authority to decide or deal with the same in such a manner as it may deem advisable.

1.17.1 The Trustees reserves the right to change the Terms and Conditions of hire at any time.

2. RACE RELATIONS & SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

2.1 COMPLIANCE

2.1.1 The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Trustees of its obligation under Section 71 of that Act to

secure that its functions are carried out with due regard to the relations between persons of different racial groups.

- 2.1.2 The Hirer shall ensure that all members of their organisation, during the use of the premises, will comply with the safeguarding regulations and policies adopted by EPAT Trustees and those required by the Local Authority.

### 3: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE EASTWOOD ACADEMY CONCERT HALL AND THEATRE

#### 3.1 VACATION OF PREMISES

- 3.1.1 The Hirer shall vacate the premises by 11pm unless written authority from the Trustees (showing the time of extension) has been obtained, and shall leave the premises fixtures furniture and other property therein in as good order as they were at the time of entry and as clean a condition as the particular use will allow.

- 3.1.2 The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the hired premises all their articles, property and refuse by 11pm on the day of hire, and shall observe and carry out any instructions which may be given to him in this connection.

Any article or property belonging to the Hirer or any caterer or contractor or other person left on the hired premises after the hour named above may be removed by the Trustees and the cost shall be paid by the Hirer.

#### 3.2 SEATING, FURNITURE AND OTHER AREAS

- 3.2.1 The current tiered seating arrangement in The Eastwood Academy theatre allows 162 patrons to be seated plus 3 wheelchairs. The seating arrangements for a concert or performance in the Concert Hall allows 200 patrons to be seated plus 2 wheelchairs. No additional seating is permitted. Standing is not permitted.

- 3.2.2 All patrons, including babes in arms must hold a valid ticket for the event.

- 3.2.3 Furniture or equipment shall not be used or moved without prior permission from the Lettings Administrator.

- 3.2.4 The Eastwood Academy Conference Room may be used for the service of light refreshments during performance intervals. The table in the Conference Room must not be moved.

#### 3.3 ELECTRICAL, LIGHTING AND HEATING

- 3.3.1 Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Trustees which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Trustees and, where necessary, the consent of the electricity supply undertakers.

- 3.3.2 The use of pulsating lights (strobe), laser beams, firearms or any other potentially dangerous apparatus, commercial or otherwise is not permitted.

#### 3.4 ADVERTISING

- 3.4.1 The hired premises address may be listed on advertising material as the address of the venue, but the hired premises or EPAT name or logo must not be used to endorse or advertise any events which are not run or organised by EPAT.

3.4.2 The Lettings Administrator shall be supplied with proof copies of proposed advertising material of all events bearing the hired premises name, and may require alteration if, in their opinion, the material is unsuitable for public display. No advertising material of any sort shall be displayed inside or outside of the hired premises.

### 3.5 PERFORMANCE SCRIPT

3.5.1 A copy of the performance script must be made available to the Lettings Administrator when requested.

### 3.6 VIDEO RECORDING

3.6.1 No video recordings may be made unless prior permission has been obtained. The Lettings Administrator must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted

### 3.7 GAMING ACT

3.7.1 The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of The Gaming Act 1968.

Under the Gaming Act 1968 the conditions subject to which the premises may be used for gaming as part of an entertainment are as follows:

- a: The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.
- b: The nature of the game must not be such that the chances in the game are not equally favourable to all the players.
- c: The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and these chances are not as favourable to the player or players as they are to that other person.

3.7.2 The game must not be by means of a machine to which Part III of the Gaming Act 1968 applies and must not constitute the provision of amusements with prizes in the circumstances as mentioned in section 15(1) or 16(1) of the Lotteries and Amusements Act 1976.

- a: In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed 50p.
- b: Subject to paragraphs 2.7.5 and 2.7.6 below, the total value of all prizes and awards distributed in respect of those games shall not exceed £50.

3.7.3 The whole of the proceeds of such payments as are mentioned in paragraph 2.7.2(a) above, after deducting sums lawfully appropriated in account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.

3.7.4 The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of the facilities provided for the purposes of games.

3.7.5 Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 2.7.2 to 2.7.4 above shall have an effect in relation to those entertainments collectively as if they were a single entertainment.

3.7.6 Where a series of entertainment is held otherwise than as mentioned than in paragraph 2.7.5 above:

a: Paragraphs 2.7.2 to 2.7.4 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainment are thereby qualified to take part in any other of them or not, and

b: If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment for the series held on the previous day, paragraph 2.7.2 (b) above shall have effect in relation to that final entertainment as if for the words "£50" there were substituted the words "£100".

### 3.8 MATTERS RELATING TO STATUTORY REQUIREMENTS

3.8.1 The premises hired shall not be used for cinematograph exhibitions, public dancing, singing, music or other public entertainment of the like kind, boxing, wrestling or the public performance of plays, for which a licence for the premises is required to be granted under any of the under mentioned Acts unless such a licence has been so granted in the respect of the premises:-

The Theatres Act 1968

The Cinemas Act 1985

The Licensing Act 2003

The Public Health Acts Amendment Act 1890

Or any other relevant legislation.

The Eastwood Academy is required under the current premises license to inform the Southend Licensing Authority and the Police of all Regulated Entertainment. Details will also be published on The Eastwood Academy website. The Licensing Authority and/or Police can visit the premises at any time during the event to carry out an inspection.

3.8.2 The Hirer is required, where appropriate to his hiring and where the premises hired are licensed under one or more of the statutes referred to in the above condition, to acquaint himself with and comply with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to such licence the Trustees reserve the right to terminate the hiring if still

continuing forthwith and to forfeit all sums paid by the Hirer and to refuse to grant any further application for him for the hire of EPAT premises.

No persons shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with entertainment to which the public are admitted whether on payment or otherwise in the hired premises.

3.8.3 The following provisions of Section 12 of the Children and Young Persons Act 1933 must be strictly complied with:-

- a: Where there is provided in any building an entertainment for children or an entertainment at which the majority of the persons attending are children then if the number of children attending the entertainment exceeds 100 it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adults in attendance, 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 or part can properly accommodate and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.
- b: 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 responsible steps to secure the observance of the provision of this section.
- c: 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 a second or subsequent offence one hundred pounds.
- d: 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 licence is granted under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing shall have the like power of entering any building so licensed by that authority.

3.8.4 It should be noted that the Representation of the People Act indicates that Academies may not be used at any time as a Committee Room for the purpose of promoting or procuring the election of a candidate. The Act does not allow Academies to be used on the day of the poll for the holding of public meetings in furtherance of any person's candidature in a Parliamentary or Local Election.

## 4: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE EASTWOOD ACADEMY SWIMMING POOL

### 4.1 ATTENDANCE DURING USE

4.1.1 Whenever organisations are permitted to use the swimming pool, the following persons shall be in attendance throughout the whole of the period during which the organisation makes use of the pool:

- a: Where the maximum depth of water does not exceed 1 metre – two adults, one of whom shall be competent in the current principles and practice of resuscitation.
- b: Where the depth of water exceeds 1 metre – a qualified life-saver and one other adult who shall also be a swimmer.

Copies of the relevant qualifications held by those in attendance must be provided to the Lettings Administrator prior to the commencement of the hire. Regular hirers must supply up-to-date copies each year.

### 4.2 HYGIENE

- 4.2.1
- a: All pool users should shower and use the toilet before entering the pool.
  - b: The pool should not be used by anyone who is unwell, has a contagious skin or eye condition or has suffered from diarrhoea in the preceding 14 days.
  - c: Verrucae should be covered either with a plaster, appropriate treatment or by wearing a verruca sock.
  - d: All users of the pool must wear swimming hats.
  - e: If faeces or blood enters the pool, the pool must be evacuated and the Site Representative must be informed immediately.
  - f: In the event of blood or faeces or other matter entering the pool during the hire, the hirer will be charged an additional fee of £200.00 to cover the cost of cleaning the pool.
  - g: If the incident is not reported and blood or faeces is found in the pool by the Site Representative immediately after the hire, the hirer will be charged the £200.00 fee.
  - h: The Site Representative has full authority to evacuate and/or close the pool for health, hygiene or other reasons if they deem it necessary.

## 5. HAZARDOUS ACTIVITIES

### 5.1 SPECIFIC CONDITIONS

5.1.1 The following special conditions shall also apply when the use of EPAT grounds is permitted for activities of a hazardous nature:-

- a: The land (including any building or structure on it) is made available in its existing state and condition and neither EPAT nor the Trustees can warrant or represent that it is safe and suitable for the holding of the function or the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.
- b: The Hirer shall secure the removal from the said land, as soon as is practicable after the function, of all litter or other rubbish left on the land in the course of or produced by the event.
- c: The Hirer shall insure against his liability at law for accidents resulting in injury to persons (including injury resulting in death) or damage to or the loss of property arising from the use of the premises for the proposed activity or function. The amount of the Insurer's liability must be no less than £2,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Trustees at least two weeks before the date of the event.
- d: The Hirer warrants that he will use all reasonable skill and care in organising and executing the proposed activity and will indemnify and keep indemnified EPAT, its Trustees and their servants and agents from and against all claims and liability in respect of any injury or damage and all actions proceedings costs damages and expenses in respect of injury to any person (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring.

## 6. VAT

### 6.1 VAT CHARGES

6.1.1 EPAT is not currently registered for VAT. If it becomes registered for VAT in the future **all** lets will be charged VAT at the applicable rate.