



Marine Academy Plymouth Lettings Charging Policy, Terms of Agreement & Conditions of Hire

Ted Wragg Trust

May 2022

From here on in Marine Academy in its entirety, the management, Governing Body or any duly authorised person(s) and or the council will be referred to as MAP.

Introduction

The sports programme at MAP has been providing activities for all members of the community for over 15 years and prides itself on the diversity and professionalism of the programme, offering sporting and other opportunities irrespective of age and ability. However, to ensure the continued high standards and sustainability for the lettings programme whilst providing a high quality, safe and supportive service for our hirers, it must ask that users respect its policy in respect of charges. Marine Academy Plymouth value their relationship with lettings complex users and the wider community and will be sympathetic towards any difficulty in paying fees, however we are unable to function effectively without these payments.

Marine Academy Plymouth recognises that the primary purpose of the School is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings. When not required by the School, the School premises:

- represent a significant capital investment and should be fully utilised,
- are a valuable community resource,
- are a valuable source of income and maybe offered for private or commercial usage.

Letting of Educational Premises and Grounds Terms of Contract Comprised in Undermentioned Conditions and the Hire Form

Administration of Lettings

The Governing Body recognise that it would be impossible for them to personally check every applicant or organisation who wish to make use of Academy premises. Accordingly they have delegated the authority to accept applications for hire to the following persons: the Head Teacher, the Lettings Manager or any other duly authorised person(s). All lettings are entered into on the clear understanding that any activity undertaken by hirers on the Trust's premises will be legal and will not bring the School into disrepute. The School reserves the right to refuse any application or terminate any existing agreement. The final authority for decisions regarding lettings and the resolution of any disputes has been delegated to the Head Teacher or the authorised member(s) of staff designated by the Head Teacher.

Application

The signatory application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall be also considered the hirer and shall be jointly liable hereunder with the signatory.

The fee payable for the hiring shall be calculated in accordance with the scale of charges agreed by MAP. MAP reserve the right to alter or revise these charges at any time.

General

The right of entry to the hired premises at any time during the hiring is reserved to the officers and employees of MAP and the head of the establishment or a person authorised by him/her.

The hirer and his agents shall during the hiring and during such other times, as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.

The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

Either the Principal or the person who authorised the hiring may give any notice or take any action necessary under this hiring or behalf of MAP.

Children should be supervised at all times by a 'responsible person' aged 16 years or over whilst on MAP Sport's premises and remain the responsibility of the club until the child has been collected by the parent or guardian. Any hirer that operates children's activities should ensure all officials and instructors have been DBS checked, copies of which may be requested by MAP.

Health, Safety and Condition of Premises

1. The hirer/hirers shall during the hiring be responsible for:
 - (a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded:
 - (b) The efficient supervision of the hired premises and for the orderly use thereof including observance of "No Smoking" if a notice to that effect is displayed:
 - (c) Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises:
 - (d) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned:
 - (e) Familiarising themselves with the fire alarm positions, the locations of the firefighting equipment the establishment's exit routes:
 - (f) Ascertaining the location of the nearest emergency telephone:
 - (g) The provision of a first aid kit.
2. The hirer shall at the end of the hiring be responsible for:
 - (a) Ensuring that the hired premises are vacated quickly and quietly:
 - (b) Ensuring that's the hired premises are left in a safe and secure condition and in a clean and tidy state.
3.
 - (a) No nails, tacks, screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
 - (b) No alterations or additions to any electrical installations on the hired premises may be made without the consent of the Governors or duly authorised person(s). Electrical apparatus must be switched off after use and plugs removed from sockets.
4. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of MAP and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.
5. It is understood and agreed that MAP does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.
6. Except insofar as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires, the academy will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence but its servants or agents) in respect of:
 - (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person:
 - (b) any loss or injury which may be incurred by or done or happen to the hirer or any other person resorting to the hired premises by reason of the use thereof by the hirer.

(c) any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction. The hirer shall be responsible for and shall indemnify MAP, its servant and agent against all claim, demands, action and cost arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the hired premises by the hirer.

Periods of Closure & Absence

The lettings complex is closed for one week at Christmas and on bank holidays. No charge is made when the complex is closed for the period of time mentioned. All other days must be paid in full.

There will be no refund of fees for absence of the hirer unless otherwise agreed.

Cancellation Policy

Marine Academy Plymouth or the Governors acting on their behalf must reserve the right at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such MAP shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.

If the hirer shall cancel the hiring of the premises then MAP shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancellation hiring PROVIDED THAT if notice of such cancellation is received at least 4 weeks prior to the date of hiring the fee will be refunded to the hirer subject only to any necessary deduction or payment in respect of expense already by MAP in respect of that hiring. The cancellation fee table is listed below.

Cancellation of more than 4 weeks' notice = No charge

Cancellation between 4 and 2 weeks' notice = 50% charge

Cancellation between 2 weeks and 48 hours' notice = 75% charge

Cancellation of less than 48 hours' notice = 100% charge

Bookings are taken subject to the school or college premises not being subsequently required by the Council for Parliamentary or Local Government election and in the event of the school or college premises being so required, the academy will refund the Applicant all charges made by the academy and **already paid by** the Applicant. The academy shall not be liable to pay any compensation for any loss incurred by the Applicant.

All cancellations must be made in writing by emailing lettings@marineacademy.org.uk.

Invoicing

Requested bookings will be entered in to the Marine Academy bookings system as a provisional booking. Once the hirer confirms the booking, this will become a confirmed booking and ensures this slot is reserved for that hirer. Please note that bookings will not be reserved at the provisional stage and only become reserved at the point that the booking is confirmed by the hirer.

For regular hirers, fees are invoiced monthly in arrears. You will receive an invoice on the first of every month for the previous month (unless you have not booked our facilities that month). For example, on the 1st April, you will receive an invoice containing all charges for bookings in March. Payment will be required within 14 days of the invoice date.

For non-regular hirers, fees will be requested in advance of your booking taking place. You will receive an electronic invoice from the system containing the relevant charges that will be due prior to your booking.

This applies without exception for regular and non-regular hirers unless other arrangements have been made with management.

Fees and Charges Schedule

Lettings complex users should expect fee increases from time to time, including an inflationary increase in fees each year. If there is an increase in fees, we will give a minimum of one month's notice to allow time for preparation. Other terms and conditions will not be affected.

The fees and charges schedule as at 1st April 2022 is outlined below. These charges and other charges quoted will be exclusive of Value Added Tax (VAT), but VAT will be added where applicable.

Sports Hall	£28 per hour
Gymnasium	£18 per hour
Dance/Drama Studio	£16 per hour
Theatre	£25 per hour
7-a-side grass pitch	£20 per match
9-a-side grass pitch	£20 per match
11-a-side grass pitch	£20 per match
Badminton courts	£7 per hour per court
Hardcourt	£10 per hour

Other facilities available to hire at Marine Academy Plymouth will be quoted on request. Marine Academy reserves the right to charge for specialist staff support required to facilitate a lettings booking (for example, additional cleaning to facilitate a booking will incur a charge for that service). These charges will be quoted for in advance of the booking being agreed.

Marine Academy Plymouth reserves the right to increase the charges for community use at any time on the giving of one calendar months' notice to the hirer. Marine Academy Plymouth reserves the right to alter, amend or add to the Conditions of Use at any time and such alterations, amendments or additions will be effective on the giving of seven days' notice to the hirer.

Payment

In order to run a high-quality lettings facility, it is essential that fees are paid on time. This applies to cash payments and bank transfers.

The person/persons committing to these Terms of Agreement will be responsible for the payment of all fees and charges unless otherwise agreed in writing with Marine Academy Plymouth.

Lettings fees can be paid via bank transfer or cash. The bank account details for Marine Academy Plymouth are as below.

Account name: The Ted Wragg Trust Plymouth

Account number: 47547662

Sort code: 30-80-37

Deposits

Marine Academy Plymouth reserves the right to require a deposit over and above the hiring charge are a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional costs for cleaning, caretaking or other expenses.

Unpaid Fees

Marine Academy Plymouth reserves the right to take appropriate action to recover unpaid fees as set out within this policy. Any account falling into arrears will trigger the process below and continued failure to pay may result in legal proceedings, which may have implications on the credit rating of the person/people responsible.

All costs incurred in the collection of unpaid fees including our administration costs and any costs and disbursement paid to solicitors acting on behalf of the Setting shall be recoverable in full, from the person/persons signing this Terms of Agreement (by physical signature or electronically agreeing to the Terms & Conditions, which this will form part of, on the Marine Academy Plymouth bookings website).

Process for collecting unpaid fees:

1. Each month, hirers will receive a friendly reminder 1 – 2 days prior to the final date their payment is due (this may be before the booking is due to take place or 12 days after the invoice date).
2. If payment has not been received by the due date, a reminder invoice along with a letter will be sent to the hirer. The letter will highlight the outstanding amount due and will request for payment to be made within 7 days.

3. Where payments have still not been received within the 7 days, a Final Notice Letter will be issued by recorded delivery. The letter will explain that if payment is not made within 7 days, the hirer's booked sessions will be withdrawn from the 1st day of the following month.
4. For any payments that still haven't been received, we will issue a Notice of Session Withdrawal and Legal Action to the hirer. The letter will explain that all future bookings have been removed from the date provided previously (the 1st of the following month) and court action will commence in order to reclaim the outstanding fees. Any charges incurred will be payable by the person/people signing this policy (by physical signature or electronically agreeing to the Terms & Conditions, which this will form part of, on the Marine Academy Plymouth bookings website).

Cancellation fees will trigger the same process with respect to collecting outstanding fees.

Furniture and Equipment

The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only, unless prior consent has been sought and received for the use of other furniture and equipment. The use of such other furniture and equipment shall to an additional charge being paid by the hirer and to such conditions as the governors may require.

Licences

Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without express consent of governors having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for hired premises and shall produce such Licence to MAP if called upon to do so.

The hirer shall be responsible for obtaining any necessary music, singing and dancing Licence in connection with the proposed use of the hired premises and any Licence required under the Theatres Act 1968 (or any statutory modification or re-enactment of it).

No betting, gaming, lottery or gaming in any form shall take place on the hired premises without the prior permission of MAP.

No cinematography exhibition shall take place on the hired premises without the prior permission of MAP. If given, such permission shall be subject to any additional conditions the Chief Constable and the Chief Fire Officer may impose.

The hirer shall indemnify MAP against any infringement of copyright which may occur during the hiring.

Fire Procedures and Responsibilities

On hearing the fire alarm, you are to evacuate the building immediately by the nearest exit. It is the responsibility of the Hirer to ensure all members of the organisation in attendance or at the activity are aware of the location of the muster point.

The Management will act as fire marshals and clear the building. It is the responsibility of the Management to check that each organisation is registered at the muster point.

It is the responsibility of the Hirer to ensure that all members of their respective organisation or activity are registered for each session. The register should be taken to the muster point in the case of evacuation. The Management will check that each representative / hirer is present at the muster point. The Hirer must inform the Management if all people are accounted for or how many people are missing.

It is the responsibility of the Management to declare that the building is safe to re-enter. NO person must re-enter the building until this has been announced.

It is the responsibility of the Hirer to familiarise themselves with the location of the fire alarms, fire exits and fire extinguishing equipment.

Variations

No member of staff is allowed to vary the terms and conditions from which Marine Academy Plymouth school premises are hired to either individuals or organisations unless duly authorised by the Head Teacher or their designated authorised person(s).

Please ensure you have read this policy in full and raise any queries you may have. By signing this document (by physical signature or electronically agreeing to the Terms & Conditions, which this will form part of, on the Marine Academy Plymouth bookings website), you are agreeing that you have read, understood and agree to the terms specified in this document.

Please note, a contract is entered in to when a booking is confirmed and you will then be bound by the terms and conditions of these Terms of Agreement.

Name:

Date:

Signature:

Name:

Date:

Signature:
