

# one

Suffolk One's 2011 Community Use  
Terms & Conditions

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## 1.0 Principles for Community Use

Suffolk One regards itself as an integral part of the local community and the use of the building by the community is an important aspect of our ethos and culture.

We will aim to:-

- Develop effective community use of our facilities.
- Operate in partnership with our community.
- Provide clear pathways to community activity and sport.
- Support club, organisation and society bookings in a balanced way.
- Seek to complement not compete with other local sports or facilities or community centres.
- Help to support the development of clubs and societies

We want to promote and manage community use in a way which will achieve worthwhile results and generate community satisfaction, without being in anyway detrimental to the over-riding educational role of Suffolk One.

Community use will be available term-time weekdays from 5.30pm to 10pm and weekends from 8.00am to 10.00pm. During the holiday periods the centre will be available throughout the week from 8.00am to 10.00pm. Subject to the Terms and Conditions set out in this document. Arrangements will be made by Suffolk One to open, close and secure the premises for community users. Information for the wider community about the use of the building will be available on Suffolk One's website [www.suffolkone.org](http://www.suffolkone.org) and from our reception.

## 2.0 Facilities at One

Suffolk One is a centre of learning for 16 to 19 year olds. It is a state of the art building superbly equipped and resourced. It comprises:-

### 2.1 Teaching and learning spaces

All areas are intended to be flexible work spaces. Each learning zone includes a learning resource centre on the ground floor for informal teaching plus there is a central learning resource centre that sits within the heart space and is a feature of the building.

### 2.2 Sports areas

A 6 badminton court size sports hall is set out to enable a wide range of sporting activities to take place. An outdoor Multi Use Games Area (MUGA) is also available for sports including football, hockey and netball.

### 2.3 Laboratories and workshops

A motor vehicle workshop, science laboratories, design technology studios, construction, engineering and manufacturing workshops all provide an extensive range of practical learning spaces.

### 2.4 Theatre space

A double height drama and performance space for dance and music with folding screen to facilitate teaching and productions. The area can also include seating for up to 300. This is supported with music technology laboratories, recording studios and a large learning suite for the visual arts.

### 2.5 Student Services

This centre, located in the heart of the facility, contains facilities for Information Advice and Guidance (IAG), pastoral support and multi-agency working operating alongside those for occupational and speech and language therapy.

### 2.6 ICT

The building has been designed and installed with wireless-enabled ICT throughout the premises.

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- 2.7 Refreshments  
Café One located on the ground floor of the central heart space provides a range of food and drinks throughout the day and compliments the meals served in the restaurant during lunchtimes.
- 2.8 Breakout spaces  
Throughout the centre, informal breakout areas for students and staff are available with fixed work stations and laptops

### 3.0 Terms and Conditions

Community use of the building will be arranged directly with Suffolk One. All groups or organisations that use the premises are required to read these terms and conditions and agree to abide by them by signing the Lettings Agreement Contract. This will be signed by the nominated person from each group or organisation.

- 3.1 Interpretation  
"Suffolk One" means the Governing Body of the Centre, its employees and agents.
- 3.2 Purpose of Use  
The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the Lettings Agreement Contract issued by the centre. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
- The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
  - No interference is to be made with Suffolk One property / equipment / premises which do not form part of the letting.
- 3.3 Advertising  
No advertising shall be permitted without the prior written consent of Suffolk One.
- 3.4 Premises Licence  
Suffolk One has a premises license for public entertainment for specific activities, within specified timeframes and areas of the premises. In most cases the hirer will be able to operate within that license. In certain instances where Suffolk One feels the activities proposed fall outside of its own license the hirer will have to apply for its own Temporary Events Notice (TEN). Suffolk One does not have a premises license for the supply of Alcohol or provision of late night refreshment. Therefore no alcohol is to be brought onto or sold on the premises, unless specific prior permission is given by Suffolk One and a license is obtained by the Hirer. When a TEN is required the event will only take place if documentary evidence is provided before the event.

### 4.0 Responsibility

- 4.1.1 Access into the hired area will only be allowed once the named responsible person has signed in at reception. This action must be undertaken for each and every event undertaken.
- 4.1.2 The Hirer shall be responsible for any damage to Suffolk One property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to Suffolk One immediately. The Hirer shall repay to Suffolk One on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.

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- 4.1.3 The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
  - 4.1.4 The Hirer will be expected to clear the Centre of any of their equipment and resources by the end of each hire period.
  - 4.1.5 The Hirer must obtain express permission from Suffolk One to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by Suffolk One to be unsafe or beyond repair or unsafely stored on the Premises must be promptly removed by the Hirer, on request. If such request is not completed by the Hirer within two weeks, the items may be disposed of by Suffolk One and the Hirer shall reimburse Suffolk One for any expense incurred in its disposal.
  - 4.1.6 Suffolk One shall not be responsible for any article or equipment brought or left in any part of the premises, or theft or loss of, or damage to vehicles while parked on the premises.
  - 4.1.7 The Hirer shall comply with any reasonable instructions given by the Principal, a Director of Suffolk One or his representative.
  - 4.1.8 Food is not allowed to be prepared, brought onto or sold on the premises unless prior permission is given by Suffolk One. Illegal drugs are not to be brought onto or consumed on the premises.
  - 4.1.9 Suffolk One does not have a premises license for the supply of Alcohol or provision of late night refreshment. Therefore no alcohol is to be brought onto or sold on the premises, unless specific prior permission is given by Suffolk One and a license obtained by the Hirer.
  - 4.1.10 No fluids, gases or substances shall be brought onto the premises which are flammable, dangerous or noxious character.
  - 4.1.11 In the absence of a Public Entertainment License the Hirer will be responsible for obtaining such a license. Any fees for such licenses are to be paid for by the Hirer.
  - 4.1.12 Smoking is not allowed on Suffolk One premises at any time.
  - 4.1.13 No nails or fastenings shall be driven into or adhered to any wall, floor, ceiling or partition of the premises without the permission of Suffolk One.

## **5.0 Health and Safety**

Suffolk One will need to be satisfied that the Hirer is able to undertake its Health and Safety duty of care responsibilities for any activity being undertaken on its premises, before agreeing to accept the booking. The possible impact on the safety and welfare of the students and users of the center is of prime consideration when deciding the suitability of any proposed community activity at the centre. If it is felt that the duty of care responsibilities are not being met and if after discussions about the required remedial actions this failure continues, then Suffolk One will cancel the booking along with any future bookings with no refund being provided.

- 5.1.1 The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or

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annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

- 5.1.2 Suffolk One's fire, emergency and evacuation procedures will be forwarded to the Hirer and it's the Hirer's responsibility to ensure that the whole party are aware of and adhere to these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
- 5.1.3 The Hirer will immediately inform Suffolk One, through the reception desk, of any emergency, accident or serious incident that occurs on its premises. This should be done in person and may require the applicant telephoning the Principal or his representative. The Hirer will be responsible for reporting to the Health and Safety Executive (RIDDOR) any accident that arises from activities that it organises; this should be undertaken jointly with Suffolk One representative.
- 5.1.4 Hirers providing services to children, whether students at Suffolk One or others, must have policies and procedures in place to ensure children's safety and must provide evidence of these as required by Suffolk One, e.g. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA Checks.

## 6.0 Scale of Charges

The scale of charges developed for lettings reflects the cost to Suffolk One in making these facilities available to the wider community.

You will appreciate that we are unable to subsidise community use from the funding provided to support the teaching and learning of students and it's therefore necessary to generate income to meet any additional costs incurred through community use. Consequently charges for the use of the building and / or its resources must reflect the cost to Suffolk One. These costs will be reviewed and revised on an annual basis.

The pricing structure set out below will be offered to organisations, clubs and societies who are **not for profit** and through the activities on offer, develop and support the following aims and outcomes:-

- Working with and supporting young people
- Local community engagement and benefits
- South West Ipswich and South Suffolk (SWISS) community involvement and benefits
- Supporting the Healthy Living agenda
- Providing direct educational benefits
- Addressing the Every Child Matters agenda
- Supporting community cohesion
- Supporting the improvement and development of facilities and resources at Suffolk One.

## 6.1 Charge rates

AREA	Hourly Rates		Week END Hourly Rates > 4 hours continuous booking	
	Non Profit	Commercial	Non Profit	Commercial
Full-Multi Use Games Area	£60	£90	£50	£75
Half-Multi Use Games Area	£35	£56	£30	£48
Third-Multi Use Games Area	£25	£40	£20	£32
Sports Hall (All)	£45	£72	£35	£56
Sports Hall (Half)	£30	£48	£25	£40
Drama Space (Whole)	£75	£113	£50	£75
Drama Space (Medium)	£40	£64	£30	£48
Drama Space (Studio)	£30	£48	£25	£40
Atrium Area	£60	£90	£60	£90
Community Room	£40	£64	£40	£64
Classroom (Large)	£30	£48	£30	£48
Classroom (Medium)	£25	£40	£25	£40
Learning Zone	On application	On application	On application	On application
Social Areas	On application	On application	On application	On application
Specialist Facilities	On application	On application	On application	On application

The above charges are inclusive of VAT.

For areas which are booked with a commitment for 10 sessions or more, for the same type of area and with no more than 14 days between each session, it may be possible to waive the VAT charge. It should be noted that if the hirer cancels a session, which results in a three week gap between sessions, then the whole hire commitment will become subject to VAT. (Reference - Schools VAT Guide (p19) version 1 03/08)

For organisations who wish to run large events at Suffolk One involving other parts of the building not shown in our price list please contact us to discuss your specific requirements.

Suffolk One expects the Hirer to provide their own equipment and resources, other than major pieces of equipment which support a specific activity e.g Goals, Badminton posts, Cricket nets etc. If there are additional needs in terms of equipment and or resources prices will be given on application.

## 7.0 Payment of Deposit and Hire Charges

7.1.1 Hire charges shall be due and payable ten days before the date of the booking. For lettings which extend over an academic year, you will be advised of the invoicing frequency which is likely to be on a half-termly basis.

7.1.2 Suffolk One reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition

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necessitating their incurring additional cost for cleaning, caretaking or other expenses.

## **8.0 Indemnity and Insurance**

- 8.1.1 Suffolk One disclaims liability for injury or damage to persons or property within its premises or on its site. (so far as they are legally able to do so).
- 8.1.2 The Hirer agrees to indemnify Suffolk One, its employees, agents and the centre against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of Suffolk One or their agents or employees. The indemnity must be covered by public liability cover to the sum of £2 million including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.

## **9.0 Cancellation**

All use will be subject to availability subject to planned building and facilities maintenance programmes and any other Suffolk One learning and development programmes running throughout these periods.

- 9.1.1 Suffolk One reserves the right to cancel the booking at any time without notice and without assigning any reason, but in most circumstances will endeavour to provide as much notice as possible. In such circumstances of cancellation Suffolk One will refund any monies paid in respect of the letting. Suffolk One will not be responsible for any associated loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. Suffolk One reserves the right to refuse any application for Hire as it deems fit or withdraw permission for any letting at any time.
- 9.1.2 If the Hirer cancels their booking 10 or more working days before the date of the booking, the full fee and deposit will be refunded. If less than 10 working days' notice is given, only 50% of deposit will be returned. No refund will be provided if less than 5 working days' notice of cancellation is given. Notification of cancellation must be in writing and the working day calculation starts when Suffolk One receives and acknowledges receipt.
- 9.1.3 The applicants will complete all relevant paperwork in a true and accurate way. False information or not operating in accordance with their processes and procedures may lead to an application being terminated.

## 10.0 Appendix A - Lettings Checklist for Hirer

	Things to do and complete	Tick when Complete
1	Read through scale of charges and condition of use section	
2	Complete application form.	
3	Send in application form to Suffolk One to request a booking	
4	Suffolk One will notify you that the booking is available or not available and send you an invoice	
5	Complete risk assessment for activities to be undertaken for the groups involved. This to include CRB forms and ISA Registration if working with children or vulnerable adults).	
6	Send Suffolk One a copy of the relevant risk assessment, CRB forms, copy of any Licences required and payment against invoice.	
7	Receive signed Lettings Agreement Contract from Suffolk One.	
8	Ensure you familiarise and understand the fire and evacuation procedure for Suffolk One.	
9	Inform attendees of fire and evacuation procedures and terms and conditions of use.	