



Inspire Excellence

# Lettings policy and conditions of hire

<b>Date of last review:</b>	November 2014	<b>Review period:</b>	1 year
<b>Date of next review:</b>	November 2015	<b>Owner:</b>	Headteacher
<b>Type of policy:</b>	School	<b>LGB or Board approval:</b>	LGB

## Aims and objectives

ARK Conway Primary Academy wishes to make the most of our facilities. Our aim is to maximise the benefit to the local community, to our pupils and their families. We are also committed to generating additional income from the hire of our facilities which will provide a valuable income stream to the Academy budget. This income will help us to maintain our facilities in the best possible condition.

Being at the heart of our Community is one of our core values and promoting community use and access to our facilities is a way in which we can demonstrate this commitment. We shall promote a balanced range of activities and give preference to those in which our pupils can play an active part.

We do, however, offer our pupils an extended day and any use of our facilities must not be detrimental to our staff or pupils or to the smooth running of the Academy. We reserve the right to cancel any booking without notice, should we have cause for concern.

## School Facilities Available for Hire

### Large School Hall

*(available from September 2013)*

Suitable for training sessions, performances or conferences, sports and recreational use

### Small School Hall

Suitable for after school clubs, art, craft, training sessions, meetings, performances or conferences

### Classrooms Various sizes

Suitable for meetings or after school clubs

## Opening Hours:

	School Term Time	School Holidays
Monday - Friday	18:00 – 22:00	9:00 – 22:00
Saturday	9:00 – 22:00	9:00 – 22:00
Sunday	12:00 – 20:00	12:00 – 20:00

## Lettings Policy and Conditions of Hire

### Pricing Policy:

We consider that we have set a competitive pricing structure taking into account the quality of provision, location and the associated maintenance and running costs of our facilities. Our funding agreement does not permit us to subsidise lettings although we shall endeavour to maintain this competitive pricing structure.

We shall offer preferential rates to the following priority groups:

- Groups offering activities exclusively for the pupils of the Academy
- Groups offering activities in which our staff or pupils can participate
- Groups offering activities for disabled people

In addition the Academy may offer preferential rates at its discretion. Normally prices will be reviewed annually and increased to reflect prevailing operational costs.

All of the facilities should be left as they are found, and any additional cleaning needed due to careless or irresponsible use will be charged to the hirer. All breakages must be reported and paid for.

### Facility Pricing:

(All rates per hour excluding VAT for both week days and weekends )

<b>Large School Hall</b> <i>(available from September 2013)</i>	£35
<b>Small School Hall</b>	£30
<b>Classrooms Various sizes</b>	£20

*Hire charges subject to annual review in July*

### Insurance

The Academy will hold adequate Employers, Public Liability and Buildings & Contents insurance cover. Hirers will be expected to provide evidence that they hold adequate Public Liability Insurance. If this is not possible, the Hirer may apply to the Academy for details of cover which may be available at an additional cost. If any proposal for this insurance is accepted, the Policy will only cover the person shown on the Hire Agreement.

## Lettings Policy and Conditions of Hire

### OPERATIONAL DETAILS

#### Booking Arrangements

The school will manage the Lettings process. Enquiries will be handled by our School Office co-ordinator and Site supervisor. A Lettings agreement will be issued to each group or individual making a booking. Until the signed agreement is issued the booking remains provisional. Facilities must be booked and paid for in advance. Where there is competition for space, priority will be given to groups which offer activities in which our pupils participate.

Where urgent and unforeseen circumstances arise, we reserve the right to cancel lettings without notice. This might be for example, where urgent maintenance is needed, health and safety reasons, unforeseen illness of the Site supervisor where alternative cover cannot be found or urgent Academy business. In such circumstances, every effort will be made to reschedule the let. Failing this, a refund will be offered. We will do our very best to avoid cancellations of any kind.

#### Access, security and parking

The Academy will endeavour to ensure well managed, safe community access to its facilities and will make every effort to protect neighbours from noise and nuisance.

The Academy has been designed to provide the highest standards of security with a controlled access system with zoned access to various parts of the site. This supports community use of certain areas of the Academy, whilst preventing access to the rest of the site. It has also been designed to provide ease of access to any person with a disability. Our staff will provide access to site so we will not issue access cards.

Pedestrian access to our facilities is off The Curve. There is no parking on site but there are excellent transport links with East Acton and White City tube stations nearby.

#### Management responsibilities

The Academy is committed to providing a safe and secure environment for all its users and we expect our users to comply with relevant health and safety legislation, no smoking regulations, fire evacuation procedures and to carry out appropriate risk assessments. Where Academy staff are providing services directly to groups, they will be suitably qualified, competent in the activities they are engaged in and have appropriate CRB disclosures.

No use will be permitted that may compromise the security of the Academy or that might adversely affect our reputation. Furthermore, the Academy will not permit any activity that they believe does not maintain an adequate level of care for those taking part. All hirers with responsibility for children on our premises will be required to demonstrate that only suitably vetted people are on site. This is especially important with any letting which may overlap with our school day and the presence of our students on site. All necessary precautions will be taken to ensure that the security of students at the Academy is maintained.

## Lettings Policy and Conditions of Hire

### Review and Monitoring

The hire of our facilities and our pricing policy will be reviewed annually by our Governing Body in July with any changes being implemented from September of that year.

## LETTINGS POLICY AND CONDITIONS OF HIRE

### 1. APPLICATIONS FOR HIRE AND ACCEPTANCE OF CONDITIONS OF HIRE

A copy of these conditions shall be supplied to all Hirers of our facilities. All applications for hire shall be made using the Academy booking form. The Academy does not enter into any agreement issued by the Hirer. Every applicant, upon signing the application form shall be deemed to have accepted and agreed to be bound by these conditions.

### 2. BOOKINGS

- The hirer must state the purpose of the letting on our application form
- The booking will be provisional until the Academy states in writing it has been confirmed
- All fees will be charged according to the booking form – whether or not the room(s) is/are used
- In the event of a cancellation by the hirer, a cancellation fee will be charged (see below)
- The Academy reserves the right to refuse any application for any reason
- The sub-letting or sharing of the premises is prohibited

### 3. CHARGES

The charge for lettings shall be in accordance with the rates in force at the time of application unless a review is pending, in which case it will be made clear that the rate is subject to confirmation

Cheques should be made payable to ARK CONWAY PRIMARY ACADEMY with the hirer's name written on the reverse.

Bank details can be provided if payment by BACS is preferred.

The Academy will review the charges annually in July for implementation from 1st September. We reserve the right at any time, to amend the charges in respect of the hiring if necessary. Reasonable notice will be given to the hirer who will be responsible for paying the increased charges.

### 4. CANCELLATION CHARGES

100% of hire charge for less than 7 days prior to commencement of hire

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50% of hire charge if 7 days prior to commencement of hire

10% of hire charge if 14 days prior to commencement of hire

0% of hire charge if 28 days prior to commencement of hire

We reserve the right to cancel any letting without notice if unavoidable, in which case a proportion of the charges will become refundable.

### 5. USE OF PREMISES

The use of premises is restricted to the use, times and accommodation specified in the hire agreement. The hirer should take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting. For certain event and/or hire of equipment the hirer may be required to pay a refundable damage and/or additional cleaning deposit.

The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances. The hirer should remove all chairs or other furniture, decorations and any other materials introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the Academy will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.

### 6. LOSS OF PROPERTY

The Academy will not, under any circumstances, accept responsibility or liability in respect of any loss or damage to any property, articles or items placed or left on the premises by or on behalf of the Hirer or any other persons or in connection with the function.

### 7. PUBLIC LIABILITY INSURANCE

The Hirer shall effect Public Liability Insurance within a minimum indemnity limit of £5 million for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises. Hirers will be required to produce a relevant certificate of insurance. Hirers must also ensure that any participants (e.g. Entertainers) hold current Public Liability Insurance in their own right.

The Academy will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Academy.

### 8. LICENCES, COPYRIGHT AND PERFORMING RIGHTS

Hirers should ascertain whether or not a licence is required for any use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. Under the conditions of

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the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.

The Academy does not hold a Premises Licence. The Hirer shall indemnify the Academy against any sum of money which the Academy may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire.

### 9. PUBLIC SAFETY

- a) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
- b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and for ensuring that overcrowding does not occur
- c) For reasons of Health and Safety animals are not allowed on the property with the exception of guide dogs.

### 10. HEALTH AND SAFETY

The Hirer shall appoint a 'competent person' who will be responsible for health and safety during the period of hire.

### 11. FIRE SAFETY

Hirers are required to ensure that:

- a) No fire equipment is moved (unless in an emergency) , tampered with or used to prop open doors
- b) All emergency exits are kept clear at all times
- c) Hirers must familiarise themselves with the Academy Fire Evacuation procedures which are prominently displayed throughout the buildings

### 12. FIRST AID

ARK Conway Primary Academy takes no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events especially if children and young people are involved in the activity.

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### 13. ALCOHOL

Alcohol is not permitted to be sold to the public or supplied on our premises without the express consent of the Academy Governors, which the Governors will not be obliged to give.

### 14. SMOKING

The academy is a non smoking site. Hirers using the academy premises must adhere to these regulations.

**PLEASE NOTE:** Individuals or organisations who breach these regulations may be subject to a fixed penalty fine.

### 15. FOOD

Any food preparation and serving must be carried out in line with food hygiene regulations. The Academy shall not accept responsibility for any illness relating to food consumption on our premises, prepared and /or supplied by the hirer's staff or agents. Use of our kitchen is not permitted.

### 16. CLEARING UP

The facilities hired and all equipment must be left in a clean and tidy condition. ALL rubbish must be removed from the site. Any equipment belonging to the hirer is to be removed at the end of the hire period. We are not able to offer any storage facilities on site. Any additional cleaning cost must be met by the hirer.

### 17. NO TENANCY

Nothing in this agreement shall create a tenancy  
Academy staff must be given free access to the hired premises for the purpose of inspection.

### Declaration by the Hirer:

- i. I am over 18 years of age.
- ii. I have read the Conditions of Hire and agree to abide by them.
- iii. I confirm that insurance arrangements are in place in accordance with clause 7 of the Conditions of

Hire.

- iv. I confirm that all licences that may be required for the activities during the hire period have been

obtained/have been applied for /will be applied for before the date of first applicable use.

- v. I agree to indemnify the Academy for any loss arising out of a breach of this agreement.

For and on behalf of:

Print: ..... (The Hirer)

Signed: .....

Dated: .....



## **ARK Conway Primary Academy**

### **Lettings Policy and Conditions of Hire**

Signed: Damian McBeath: Headteacher, ARK Conway Primary Academy

**Implementation Date: March 2011**

Review period: Annually

Date policy last reviewed: N/A

**Persons Responsible for Policy:**

Headteacher

School Office Co-ordinator

Site Supervisor