



Lettings and Community Use Policy

Status:	Statutory
Adopted:	March 2023
Renewal period:	Annually
Next Review Date:	March 2024

LETTINGS AND COMMUNITY USE POLICY

The Policy

The Academy site is a valuable resource within the community. The purpose of the policy is to:

- make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- allow the hiring of the premises without using the school's budget to subsidise this.
- charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school.
- not let any hiring out of the premises interfere with the school's primary purpose of providing education to its students.
- hire out facilities in a way that is safe, following government guidelines and the school's risk assessment.

To achieve these purposes a lettings pack is issued to hirers.

Ansford Academy Lettings and Community Use
The Lettings Pack

1. The Business Manager will advise the Finance Business Audit and Risk Committee (FBAR) on matters relating to policy for community use of the site and Lettings, in particular:
 - Setting letting charges
 - Setting Terms & Conditions
 - Resolving any difficulties arising out of community use
2. A Lettings coordinator will issue all hirers with a Lettings Pack that contains relevant information on charges, booking forms, conditions of hire and the Licensing requirements.
3. The Academy's emergency procedures and Health & Safety Policy will apply to all users. Specific rules and requirements may be made depending upon the activity, or use of the building at the time. Those making bookings are responsible for their own health & safety, including risk assessment.
4. Organisers of events/functions are responsible for obtaining any additional licensing in addition to the Academy's Premises Licence, or any other approval as and when necessary in accordance with the Licensing Acts. This includes fire risk assessments agreed with the Fire Service for public entertainments or residential bookings.
5. All hirers must complete a booking form and sign the declaration on the booking form, even if use of the academy's facilities are being provided free of charge.

INFORMATION & CURRENT CHARGES

The Governors encourage use of the Academy's facilities, particularly by local individuals, clubs, societies, etc. The classrooms and hall can be hired for a variety of different uses, including entertainment, concerts, charitable fundraising events and conferences.

The academy holds a Premises Licence for 'Regulated Entertainment' from 8:30am to 11:00pm every day.

Academy rooms are normally only available for bookings on a Tuesday or Thursday evening during term time. The sports hall is bookable every day of the week except Friday.

Extraordinary Lettings

Lettings in Academy holidays, use of multiple rooms, use of the kitchen and bookings for car parking only will be treated as extraordinary lettings. Special charges and conditions will apply, in particular to reflect any additional costs to the Academy and safety measures. These charges will be determined by the Business Manager.

Terms & Conditions of Hire & Insurance

All hirers must accept the Academy's Terms & Conditions of Hire and must exhibit evidence of an appropriate insurance policy including public liability insurance cover.

Facilities

The following facilities are available as part of a normal letting:-

1. Heating and standard lighting
2. Access to toilets
3. Car parking in normal car parking spaces
4. Furniture normally within that room

Facility and Hire Charges to 31/08/2023

FACILITY	Hourly Charge
Main Dining Hall including stage	£20
Main Dining Hall including stage, lighting equipment and chairs	£25
Performing Arts Hall (PA2)	£20
Performing Arts Hall including lighting equipment and chairs	£25
Classroom	£15
Commercial Kitchen	£50 one off fee per booking
Sports Hall	£Variable between £25-£40, depending on activity.

Payment is due on completion of the booking and hirers will be invoiced by the Finance Department in arrears. Payment terms are 30 days.

Application process

Those wishing to hire the premises should fill out the hire request form and read and accept the terms and conditions of hire and return it to the school office. Approval of the request will be determined by the Lettings Coordinator.

If the request is approved, the Lettings Coordinator will contact the hirer with details of charges and to make arrangements for the date and time in question. The lettings coordinator will also send on details of the emergency evacuation procedures and other relevant health and safety documents.

Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own liability insurance and, where requested by the school, shall provide a copy of the relevant insurance certificate prior to the date of the letting.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, losses from theft, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school will be made with at least 3 day's notice.
14. Any cancellations by the hirer received with less than 3 day's notice may incur a cancellation fee of £25.
15. The hirer shall read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer shall incur a cleaning penalty charge of £50 in the event that additional / non-standard cleaning is required following a letting.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Special Provisions relating to Safeguarding

The school is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the schools' policies and procedures in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

Lettings will not ordinarily be permitted during school hours, or when students may be present in the school (during after school clubs or extra-curricular activities).

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact safeguarding@ansford.net as soon as reasonably practicable.

Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact 01963 350895.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Confirmation and details of the safeguarding and child protection arrangements you have in place	
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By signing below, I agree to the terms and conditions set out in the school’s premises hire procedure.

Signature	Date

Please return this form via email to mailbox@ansford.net. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.