

The Aylesbury Vale Academy Trust



Lettings Policy

Policy Reference:	AVA.110
Description:	This document describes the Academy's policy on the hiring of school premises
Status:	Non-Statutory Policy
Policy Audience:	External users of school facilities, Lettings Manager, Facilities Manager, Governors
Academy Contact:	Suzanne Cooper, Business Manager
Other related Academy Trust policies and procedures:	Safeguarding Policy, H&S Policy, Fire Safety Policy, Lockdown Policy
Version:	

In reviewing this policy, the Governing Board has had regard to the Equality Act 2010 and carried out an equality impact assessment. It is satisfied that no group with a protected characteristic will be unfairly disadvantaged by this policy.

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THE AYLESBURY VALE ACADEMY POLICY ON THE HIRING OF ACADEMY PREMISES

1. INTRODUCTION

The Governing Board is committed to making every reasonable effort to ensure the Academy building and grounds (premises) are available for community use.

1. Definition of a Hiring

A hiring may be defined as 'any use of the Academy premises by either a community group or a commercial organisation' regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its pupils.

2. Charges for a Hiring

The Governing Board is responsible for setting the charges for the hiring of the Academy premises. The Governing Board must ensure that funds provided for education are not drawn upon, either directly or indirectly, as a result of any letting agreement, nor put at any risk. It is, therefore, important that all community activities are completely self-financing and separate records are kept.

Costs that might need to be recovered include staffing time, staff training, insurance, equipment and material, heating, lighting, water, grounds maintenance, cleaning, catering, adaptations for use, rates.

2. APPLYING TO USE THE ACADEMY

Application to use the Academy premises should be made either using the online booking system or by e-mailing: lettings@theacademy.me

The **Lettings Manager** will resolve any conflicting requests for the use of the premises, with Academy functions always receiving priority.

The **Lettings Manager** is responsible for the management of lettings, in accordance with the Academy's policy, but the Executive Director retains overall responsibility.

If the **Lettings Manager/Executive Director** has any concern about the appropriateness of a particular request for a letting he/she will consult with the **Chair of Governors**, who has the authority to determine the issue on behalf of the Governing Board. The Governing Board has the right to refuse an application. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed.

3. HIRE AGREEMENT

The Academy uses an on online booking system. When a Hirer completes a booking request they are requested to tick a box to say they have read the terms and conditions. Once this box has been ticked and the booking request complete, the Hirer is then added to the system and the booking confirmed. The Client is then sent a welcome email, a copy of the policy and terms and conditions via email.

The Academy can then view on the system the date which the Hirer read and accepted the terms and conditions.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

All hiring fees will be paid directly into the school's GoCardless account or bank account to offset the costs of services, staffing etc.

Termination of Hire Agreement

The Executive Director or the Chair of the Governing Board, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions.

4. TERMS & CONDITIONS OF HIRE OF PREMISES AT THE AYLESBURY VALE ACADEMY

These terms and conditions must be complied with.

The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for Health & Safety plus payment of all fees or other sums due in respect of the letting.

1. Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the school and the hirer.

2. Division of Criminal Records Service Ltd – DBS checks

It may be necessary for the hirer to undergo a criminal records check via the Division of Criminal Records Services Ltd. If a particular letting involves contact with children and young people, it is the responsibility of the hirer to ensure that they have complied with the DBS Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns, which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request.

3. Indemnity and Insurance

Lettings are made on the agreement that the Academy and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Academy or the Governing Body.

The hirer shall insure with a reputable insurance office approved by the Academy, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Academy, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer will be required to provide the Academy with a copy of the current policy of insurance when making a booking.

Neither the Academy nor the Governing Body shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

If the Hirer cannot provide evidence of appropriate insurance, the Academy can arrange this if requested in advance, at an additional cost of 10% of the total hire charge. Events cannot proceed without adequate insurance in place.

4. Statutory Requirements

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the Academy premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

5. Licences and Permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold. Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform. Regulated entertainment, public music, singing and dancing can only take place on premises, which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice. If a Temporary Event Notice is required, the Hirer will be responsible for obtaining this and providing a copy to the Academy a minimum of 10 days before the event.

The Academy must be given at least four weeks' notice of a stage play production. Again, the Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact the District Council:

Aylesbury Vale Tel: 01296 585560 or email: licensing@aylesburyvaledc.gov.uk

Wycombe Tel: 01494 421222 or email: licensing@wycombe.gov.uk

Chiltern Tel: 01494 732140 or email: licensing@chilternandsouthbucks.gov.uk

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit <http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Academy against all sums of money, which the Academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the Academy's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

- the emergency lighting supply must remain turned on, and not covered, for the duration the premises are occupied, and must illuminate all exit signs and routes
- fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose (not to prop open doors)
- the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Academy
- the hirer must read and comply with the Health & Safety policy provided on Booking Plus. Once you arrive on site the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- performances involving danger to the public shall not be permitted
- highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the Governing Body
- no unauthorised heating appliances shall be used on the premises
- all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body and Academy disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

7. The Hirer's Responsibilities

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring before starting any session.

No part of the premises is to be used for any other purpose than that agreed in the booking form or for any unlawful purpose or in any unlawful way.

8. Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

9. Arrival

Hirers must report to the Duty Lettings Co-ordinator on arrival and sign the attendance sheet in agreement with the terms and conditions with the signee assuming responsibility. The Duty Lettings Co-ordinator is available for the period of the letting and must be contacted in the event of an emergency.

10. First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the Academy's resources is not available.

11. Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required together with a £15 administration charge.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in Academy buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

12. Children

The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Parents may stay on site to watch their children take part in the activity but we do NOT allow siblings or friends to play on the field or playground areas. The Academy does not provide recreational facilities to the general public nor can it bear any responsibility for injury or loss arising as a result of such activities.

13. Helium Balloons

Helium filled balloons of any kind are not permitted inside the Academy buildings and admission of them will be refused.

14. Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the Academy in line with current food hygiene regulations.

15. Kitchen/Food preparation*, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs. A 'Slip Kitchen' - where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

16. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing from the Academy/Governing Body. Whilst we possess a Premises Licence for the supply of alcohol it is the hirers responsibility to adhere to legal requirements in the sale of alcohol on these premises; i.e., hirers must have relevant a "Personal Licence to sell alcohol" and "Dedicated Premises Supervisor Licence" from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

17. Smoking

The whole of the Academy premises, which includes the grounds, is a non-smoking area, and smoking is not permitted. Please ask your delegates to smoke outside of the Academy grounds.

18. Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

19. Nuisance/Disturbance

Hirers and organisers of events in the Academy premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the Academy's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted inside the school premises i.e. into any building, onto any sports or amenity areas. A registration document for trained guide dogs should be provided on request.

20. Rules

The hirer shall comply with any rules and regulations, which the Governing Body shall make from time to time.

21. Hire Charges

Charges are reviewed annually by the Governing body in September and any changes are effective from 1st January. The current charges are available from the Lettings Manager.

22. Cancellation of bookings by hirer

Once the booking has been confirmed by the Lettings Manger, this acts as a contractual agreement. Any cancellations made after the signed form is returned will incur cancellation fees on a sliding scale leading up to the booking date. Any cancellations must be made **in writing or by e-mail** to the lettings e-mail account lettings@theacademy.me.

The sliding scale applicable is listed below:

Up to 30 days' notice prior to date of booking	0%
8 – 29 days' notice	£10 Administration charge per cancellation
2- 7 days' notice in writing	50%
Up to 24 hours' notice	100%

It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

23. Amendments to bookings by hirer

Any amendments to bookings after the booking confirmation form is returned will incur a £10 administration charge.

24. Invoicing

Invoices for regular bookings are sent out on the 20th of each month, automatically by the online system. After 14 days, a reminder will be sent out incurring a £10 administration fee and this process will be repeated every 7 days with each reminder incurring a £10 administration fee. If no payment is received within 30 days of invoice, the bookings will be suspended. Payment by GoCardless is preferred but electronic payment by BACS can be arranged. The hirer must advise of any changes to where invoices should be sent or any changes in personnel within the hiring body.

Full payment for one off bookings will be need to be made at least five clear working days ahead of the booking.

In addition, a security deposit for the hire of 50% of the booking fee or £100 in the form a cheque, made payable to The Aylesbury Vale Academy will be required. This can be paid via GoCardless or BACS.

25. Cancellation by the Governing Body and Academy

The Governing Body and the Academy will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply, or bad weather conditions).

The decision of the Governing Body, or the Academy, as to whether a letting should be cancelled shall be binding on the hirer. The Academy will give the Hirer as much notice as possible but circumstances may make this impossible. No hire charges will be made by the Academy in these situations.

26. Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

27. Storage Ancillary to the Hiring

The permission of the Academy must be obtained before goods or equipment are left or stored on the premises.

28. Loss of Property

The Governing Body and the Academy cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

29. Car Parking

Vehicles may be driven and parked on the site at the owners' risk. The Academy accepts no responsibility for such vehicles or their contents.

Vehicles shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Academy. In particular, the Hirer must ensure that access to the Academy by emergency vehicles is not obstructed or delayed. Where parking is available, this must be used, and users of the Academy should avoid undue noise on arrival and departure. Failure to observe these requirements may result in permission to drive onto the site being withdrawn.

Availability of vehicle parking will depend on which facilities are being hired. There are 180+ parking spaces across both car parks. Please ask at booking stage which parking facilities are to be used and if additional local spaces are required.

30. Toilet Facilities

Access to the designated Academy toilet facilities is included as part of the hire arrangements.

31. Right of Access

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Academy or members of the Governing Body may monitor activities from time to time).

32. Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. Any additional time, over 10 minutes past the end of the scheduled booking time, will be charged at double the relevant hourly rate, with a minimum charge of 1 hour. All areas must be left in a clean and tidy state and litter must be placed in the bins provided. Failure to comply may result in permission to use the facilities being withdrawn.

Large scale events e.g. parties taking place will be charged an additional fee for cleaning dependent on size of event.

33. Complaints

In the first instance please contact Annie Bacchus with feedback within 24 hours of the booking either by e-mail or in writing. Any formal complaints arising from a hiring agreement will be dealt with using the Academy's complaints procedure, a copy of which is available from the Academy Office.

5. CHARGES (Updated February 2019)

Please note in the final approved document will only show the new charges column. The current charge column and the justification column are for the Governors use only.

Room/ Facility	Charge Per Hour / £
3G Pitch 1 (AVA)	40.00
3G Pitch 2 (AVA)	40.00
3G Pitch 3 (AVA)	40.00
3G Pitch (Whole Pitch)	110.00
Atrium (AVA)	150.00
Basketball Court/ Playground (AVA)	30.00
Classrooms	20.00
Community Suite Classroom	14.00
Community Suite Main Hall	14.00
Community Suite Meeting Room	10.00
Dance Studio (AVA)	25.00
Dining Area (AVA)	50.00
Drama Studio (AVA)	25.00
D.T. Cookery Room (Kitchen) (AVA)	30.00
Ground Floor Drama Room	25.00
Hockey Pitch	48.00
Large Field	38.00
Library	25.00
Main Hall (AVA)	75.00
Multi Use Games Area 1A	20.00
Multi Use Games Area 1B	20.00
Multi Use Games Area 1C	20.00
Multi Use Games Area 2A	20.00
Multi Use Games Area 2B	20.00
Multi Use Games Area 2C	20.00
Primary School Main Hall	35.00
Sports Hall 1 (AVA)	15.00
Sports Hall 2 (AVA)	15.00
Sports Hall 3 (AVA)	15.00
Sports Hall 4 (AVA)	15.00
Sports Hall (Whole Hall)(AVA)	45.00

Note - The previous concession to residents of Berryfields has been discontinued and as of 01/02/2019 any bookings made by local residents will charged at the standard rate.