

Lettings Policy



Policy Title	Lettings Policy
Policy Created / Amended	September 2022
Policy Ratified	
Policy review cycle	1 year
Policy Review Date	September 2023
Summary of changes	Format, facilities to hire rates increased by £5/hr first increase in 3 years, added application form to appendix

Introduction

The Operations Manager of Sybil Andrews Academy is keen to see that the school premises are used for the benefit of the wider local community. The education of students is the prime purpose of the school, however the Governors realise that the school premises are a valuable community resource that should be utilised wherever reasonably possible.

This policy sets out the facilities available to hire from the school, the associated charges and the hirer's responsibilities. The use of the school premises is permitted by the Operations Manager on the understanding that the terms and conditions are adhered to at all times.

Due to the administrative and maintenance processes involved, and the associated costs of these to the school, we are unable to hire the school for ad-hoc events. Sybil Andrews Academy will therefore only accept applications for the hire of the premises for more regular bookings e.g. weekly over a duration of at least half a term.

1. Applications

- a) All correspondence and applications for the hire of any part of the school, including the land within its ownership or control (the "premises") or any of its equipment/facilities must be made directly to the school Operations Manager.
- b) Sybil Andrews Academy reserves the right to call for further particulars about any proposed letting and/or the person/organisation applying to hire the premises (the "hirer".) The school reserves the right to obtain references before the booking is accepted.
- c) A signed application from the hirer does not guarantee that the booking will be granted.
- d) There will be no access to the premises before the commencement of the hire period and hirers will be expected to leave promptly at the end of the hire. Hirers should therefore allow sufficient time for preparation before the event and for clearing up after the event when booking the times of their hire.

2 The Hirer

- a) The hirer must be over 18 years of age and must be the person signing the application. If the application is being made by a corporation, the person signing the application must be duly authorised to sign on behalf of that corporation.
- b) The hirer is responsible for:
 - i) the payment of all charges with the hire ("charges") and;
 - ii) ensuring that these Terms & Conditions are adhered to by all persons present during the hire.

3 Charges and Payment Terms

- a) Unless otherwise agreed in writing, the charges shall be at the published rates applicable at the date on which the school accepts the hirer's application.

- b) The hirer shall pay the full charges in arrears within two weeks of the date of the termly invoice sent by the school.
- c) The school reserves the right to vary its rates on 1st September in any year.
- d) The school reserves the right to charge for hires that overrun the agreed time at **double** the school's published hourly rate for that hire.
- e) Any damages/breakages will be charged for separately following a full inspection of the premises/equipment.

Facility	Hourly Cost
Dining Hall	£30
Assembly Hall	£25
Combined Halls	£35

Prices correct as at 1 January 2023. Will be reviewed for 1 September 2023

4 Cancellation

- a) The school reserves the right to cancel any hire if the Operations Manager/Headteacher feels that the hire conflicts with the school's educational activities or for any other reason deemed appropriate. Appropriate reasons could include that the school is unsatisfied that the hirer is able to manage the hire in accordance with adequate care, health and safety procedures. Any charges which had been paid by the hirer will be refunded in these circumstances.
- b) The school shall not be liable for any loss sustained, or for any further costs or expenses incurred by the hirer, following the cancellation of the hire by the school -as described in Para 4(a) above.
- c) Cancellation of a confirmed letting by the hirer will only be accepted if the request to cancel is received in writing by the school. If the cancellation is made less than 7 days before the booking then a payment of 50% of the hire charge will be due.

5 The Hirer's Obligations

- a) The hirer shall take all reasonable care in carrying out activities within the school premises.

The hirer shall be liable for any injury to any person or loss/damage to any part of the premises resulting from any acts or omissions of the hirer. The hirer is responsible for informing the Operations Manager of any person sustaining injury or loss on the school premises during the period of the hire. This information must also be provided in writing to the Operations Manager within 24 hours of the hire ending and further information required by the Operations Manager must be made available on request. Where the hirer has a risk assessment in place the hirer is responsible for reviewing their risk assessment in the event of an incident, fire or near miss and informing the school of any findings that may be relevant.

- b) The hirer shall only use those parts of the school (including agreed access points) and items of equipment/materials belonging to the school that they have been expressly authorised to use. This authorisation will be provided in writing by the school.
- c) In carrying out the activities, the hirer agrees at all times to abide by the reasonable instructions of

the school staff and any written regulations notified to the hirer which shall be deemed to be incorporated in these Terms & Conditions.

- d) The hirer shall not carry out any dangerous or hazardous activity or do, or omit to do, anything that may give rise to or result in a breach of any statute, regulation or other legal obligation.
- e) The hirer shall not carry out activities on the premises without obtaining any relevant licences or permissions in advance. Licences/permissions may be required from another body for (but not limited to) the sale or supply of intoxicating liquor, for public music/dancing or other public entertainment, for gaming or for use of material covered by the owner's copyright. The hirer shall be responsible for obtaining such licences/permissions as may be required. A copy of any licences/permissions obtained must be made available to the school prior to the hire.
- f) The hirer shall not without the prior written consent of the Operations Manager bring onto the premises any animals, or any equipment, substances or materials which may constitute a risk to health or safety.
- g) It is a condition of this letting that the hirer **shall not permit smoking or consumption of alcoholic drinks** (except where this has been expressly permitted in writing by the school.) The hirer shall also not permit the use of illegal drugs to take place on the school premises.
- h) The hirer will inform the school at the time of booking if they have arranged for equipment, e.g. Bouncy Castles, or entertainers to attend the site. Evidence of such companies Public Liability Insurance will be required prior to the hire and hirers shall abide to any safety instructions/guidelines issued.
- i) The hirer must ensure that they are acquainted with the emergency and evacuation procedures, including the location of the fire alarms, extinguishers, emergency exits and muster points. This can be done during a premises familiarisation session in advance of the actual hire. Once completed the hirer takes full responsibility for briefing all other users associated with the hire.
- j) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate. (The certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment.) Lower voltage equipment must also be safe and in good condition.
- k) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate. (The certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment.) Lower voltage equipment must also be safe and in good condition.
- l) Fire exits must not be blocked or locked, nor should any furniture, equipment, or other obstructions be placed in corridors during the hire. Fire appliances must not be removed or tampered with other than for fire-fighting purposes.
- m) The hirer will ensure that the activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. Where the fire alarm system is not suitable for all persons using the premises e.g. a deaf person, the hirer is responsible for drawing up specific evacuation plans for any disabled person.
- n) The hirer is responsible for providing access to a mobile telephone for emergency purposes. The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the school premises at risk. The school will provide a contact number for such emergencies.
- o) It is the responsibility of the hirer to provide first aid equipment and trained personnel. The hirer must also carry out their own fire drills and organise their own fire procedure, identifying a muster point and carrying out a check to enable all persons to be accounted for. All regular hirers should

undertake a practice evacuation ideally within the first 3 weeks of hire and again at least once a term. Hirers are responsible for recording all evacuations and pass a copy of this information to the school.

In the event of a fire:

- The hirer will call the Fire Service (if school staff are not present supporting the activity)
 - All users will evacuate the building via the nearest fire exit and meet at the designated muster point.
 - The hirer must contact the agreed representative at the school (if not already present) on the contact number previously given.
 - Users must not re-enter the building until the "all clear" has been given. The Fire Service will be responsible for giving the "all clear".
 - Any fires must be fully reported to the school and the County Council.
- p) The school reserves the right to remove from the premises any person who in the school's opinion is undesirable or whose behaviour is unacceptable.
- q) The hirer shall ensure that all persons permitted to enter the premises for the purposes of the hire are made aware of these terms and conditions and any other special instructions received from the school. Hirers are responsible for registering and monitoring all people on site.
- r) No person under the age of 18 years is permitted on the premises without adequate adult care and supervision. All students will be supervised at all times by their carers except where students are attending an organised group or care scheme.
- s) The right of access to all parts of the school premises is reserved to the Unity Schools Partnership, Operations Manager or any officer authorised by them and the hirer shall not obstruct or interfere with this right during the period of hire.
- t) No alterations or additions to the school premises or equipment may be made without previous consent being obtained in writing from the Operations Manager.
- u) Furniture, including chairs, must not be removed from the school premises nor be used on the playground/playing field unless prior permission has been applied for or granted by the Operations Manager in the initial letting application process.
- v) No advertising may be placed in any area of the school premises without the direct permission of the Headteacher of the school.
- w) Stiletto heels, footwear with studs or other damaging footwear (e.g. Tap Dance Shoes) are not allowed in the hall area.
- x) It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the hire is left in the condition in which it was found and is maintained in a safe condition during the letting. Any rubbish should be bagged and left as directed by school staff or be removed from the premises at the end of the hire. The outside area should also be left clean and tidy. If this is found not to be the case the hirer will be charged a penalty sum to cover the cost of cleaning.
- y) The hirer is responsible for those users attending the premises during the period of the hire and in particular for leaving the site in a quiet and orderly fashion. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the hire period.
- z) The hirer will ensure that the maximum occupancy numbers for the hired area is not exceeded. The hirer will not use the space in such a way as to create conditions of over-crowding or to impede safe

and effective escape from the premises in an emergency. The maximum number of people within the hall (where the hall is completely empty of all furniture and/or fittings) must not exceed 300 persons. The maximum number of people within the hall (where furniture and/or fittings are present) will be reduced dependent on the amount of unusable space. The hirer is responsible for informing the school prior to the commencement of the hire of the number of people to be present and of any furniture/fittings that will be in place during the period of the hire.

6 Assignment or Sub-letting

The hirer shall not assign or sub-let the letting without the prior written consent of the school.

7 Termination

The school shall have the right to terminate the letting at any time if:

- a) the hirer is at any time in breach of any of these Terms & Conditions, or
- b) payment of any charges is not received in full by the due date.
- c) needs/priorities of the school dictates that the space is required for the use of the school.

8 Liability and Insurance

- a) The school and the governors shall not be liable for any loss or damage to any property owned by any person using the premises during the period of the hire. Property shall be brought on to the premises at the sole risk of the owner. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property and should put up a sign to this effect. If tickets are issued for any event this statement should also be printed on the ticket.
- b) It is agreed by the hirer that:
 - i) the hirer shall indemnify the school from and against any loss/damage which the school may suffer as a result of any claim by any other person lawfully on the premises and caused by the negligence, breach of statutory duty or breach of any of these Terms & Conditions by or on the part of the hirer; ii) hirers will take out suitable liability insurance as applicable. The hirer shall prior to commencement of the letting provide evidence in writing to the Operations Manager's satisfaction of any liability insurance cover held.

9 Parking

- a) The hirer may only park vehicles in designated school places and parking is made available only on the basis that it is at the vehicle owner's risk. The school, governors and Unity Schools Partnership will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site.
- b) The hirer must remove its vehicles from the premises promptly at the end of the hire or earlier if requested by a member of school staff.
- c) The hirer must ensure that safe entry and exit from the premises is maintained and provide and maintain clear access for emergency vehicles and service vehicles

10 Breakages and Damages

Any damage, accidental or willful, will be charged to the hirer. Prior to the hire a full inspection of the facilities will be undertaken. Any existing damage should be noted on the inspection form (see Appendix 1.) This form will be signed and copied for all parties. The school reserves the right to

identify any suspected damage.

Any misuse or damage to media equipment will result in a charge being made for the full replacement of the item.

In the event of the projector bulb failing through normal use a refund will be given for that particular item of hire. Hall hire cannot be refunded in this event.

11 Use of Media/Projection unit

The use of the Projection unit needs to be agreed at the initial application process.

The school accepts no liability for damage or breakages of any laptop or presentation device brought into the school premises by the hirer.

12 Hospitality Gifts

We request that no hospitality gifts, either in cash or in kind are offered to school staff.

13 Complaints Procedures

a) If the school has a complaint about a group/organisation

- i. If the school has concerns about a let the following procedures will be followed:-
- ii. The Operations Manager or Headteacher will verbally raise the concern with the named hirer
- iii. The situation will be monitored to allow the situation to be addressed
- iv. If the situation remains unresolved, the hirer will receive written notification of the concern and will be given time to allow the hirer to address the situation.
- v. If the matter remains unresolved the hirer will receive formal written notice of termination of the booking agreement.

- b. **Please Note:** If the Hirer blatantly breaks the conditions of usage, the hire can still be terminated immediately.

b) If the hirer has a complaint about the hire or booking agreement

- i. If the hirer has a complaint or concern regarding the hire the following procedures should be followed:-
- ii. Talk to the Operations Manager and discuss the problem. Allow 10 working days for the situation to be resolved.
- iii. If still unresolved, the hirer should notify the Headteacher in writing and allow 10 working days for the situation to be resolved.
- iv. If still unresolved, the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

c) If a third party complains

- i. If the school receive a complaint from a third party the Headteacher will be notified of the complaint.
- ii. The matter will be investigated by the Headteacher and a written response will be sent to the complainant within 10 working days.

- iii. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body meeting with the expectation that Unity Schools Partnership will be notified if appropriate. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

14 Appeals Procedure

- a) If a hirer has a letting agreement withdrawn, they have a right to appeal to the Head teacher.
- b) The appeal should be made in writing.
- c) The hirer will be informed of any action and/or decision taken by the Head teacher
- d) The Head teacher's decision is final.

Appendix 1

APPLICATION FOR HIRE OF SCHOOL PREMISES

Applicants Name	
Applicants Address	
Tel No (Landline)	
Tel No (Mobile)	
Email address	

This form when completed should be returned to the Operations Manager at Sybil Andrews Academy AT LEAST A WEEK before the booking is required.

Type of accommodation required	Days required	Times required	Purpose of hire	Charge for hire (SCHOOL TO COMPLETE)

I certify that I have received a copy of the Regulations & Conditions of Hire and the Lettings Policy (which includes the Academy's Safeguarding and PREVENT guidelines) and will comply with them. I undertake to make good any damage done to the Sybil Andrews Academy school premises in consequence of the use of the said premises.

Signed..... Date.....

Name of organisation and position within it (if applying on behalf of an organisation)

.....

Principal: Miss T King,
Sybil Andrews Academy, Rougham Tower Avenue, Bury St Edmunds, Suffolk. IP32 7qb. Tel 01284 413400.

Appendix 2

Hire Checklist

Prior to the commencement of the hire, we recommend that the premises and equipment being hired are examined and any existing damage should be recorded below. All entries made should be signed by both the hirer and the member of school staff.

Any additional damage noted at the end of the hire should be recorded in the box at the bottom of the page and signed by both the hirer and the member of school staff.

DATE COMPLETED:

Area	Any existing damage noted PREHIRE	Signed Hirer	Signed School Staff
Floor			
Walls			
Small Community Kitchen			
Media Centre/Laptop			
Changing facilities			
Male Toilets			
Female Toilets			
Accessible Toilet			
Chairs & Tables			
Ball Court/Football Pitch			
Exercise Mats			

Any Damage Noted POST HIRE:

Hirer Signature: School Staff Signature:..... Date: