



# Holbrook Academy

## Lettings Policy

<b>Date Approved</b>	24 <sup>th</sup> May 2022
<b>Signed</b>	Helen Butler – Chair of F&P Committee
<b>Minuted</b>	24 <sup>th</sup> May 2022

Member of staff with responsibility for this policy.	Finance Manager
Governor with responsibility for this policy.	Chair of Finance & Personnel Committee
Policy review date.	Summer 2023
What is the purpose of this policy?	To allow use of the Academy facilities for community groups & set out our Terms and Conditions. Ensuring we are a good neighbour by serving our community.
What are its headline targets? (using quantitative and qualitative measures)	Allow lettings without the Academy subsidising this and possibly raise additional funds.
How is this policy to be judged as successful?	Successful letting of the facilities to community groups on a regular basis. Establishing a constant future projection for income.

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## **1. Aims**

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community groups
- Allow the hiring of the premises without using the school's delegated 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 pupils

## **2. Areas available for hire**

### **2.1 Available areas**

The school will permit the hire of the following areas:

- Sports Centre Sports Hall
- Enclosed Single Tennis Court
- Enclosed Hard Court Area – Multi Use
- Playing fields

### **2.1 Hiring Rates**

Please contact the Finance Manager for the current rates to hire the available areas.

## **3. Principles**

### **3.1 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 24 hours' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 24 hours' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

### **3.2 Review**

The revenue raised from hiring out the facilities will be reviewed by the Finance Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

## **4. Application process**

Those wishing to hire the premises should complete the hire request form, which you can find in Appendix 1 of this policy and read the terms and conditions of hire set out in section 5.

The completed hire request form should be submitted to the school finance office. Approval of the request will be determined by the Premises Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

## **5. 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 hirer.
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 and must take out its own public liability insurance with a reputable insurer and shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. 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.
10. 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, 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
11. 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.
12. Parking is at the owners' own risk. All hirers should ensure that their vehicles are parked in the marked bays to allow emergency access at all times. Owners of vehicles will be liable for any damage caused to the school premises.
13. Smoking is strictly forbidden on the school site
14. No food and drink is to be consumed within any building. Food and drink may be consumed in other locations but litter should be removed.
15. No alcoholic drinks are permitted to be bought, sold or consumed on any part of the premises.
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 not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

20. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
21. The school 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. Any cancellations by the hirer received with less than 24 hours' notice will not be refunded.
25. Any cancellations by the school made with at least 24 hours' notice will be refunded.
26. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
27. 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.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
29. 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.

## **6. Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

## Appendix 1: Hire request form

### Hire Request Form

Reference No.: .....

Note to applicant: Before completing this form, please carefully read the terms and conditions of hire in the Lettings Policy.

Accommodation / Facilities Required	Purpose of Hire	Day of Week	Dates Required		Times Required	
			From	To	From	To

- We understand toilet facilities will not be available. Please tick
- Please indicate if you wish the letting to continue through the Academy holidays YES / NO
- Hirers using the facilities must provide proof of adequate insurance to the Academy.

Name of applicant .....

Telephone No. (Office hours) .....

Email .....

Full postal address .....

Name of organisation .....

Details of organisation .....

Is the organisation a registered charity? YES / NO

If YES, state registration number .....

By signing below, I agree to the terms and conditions set out in the school's premises hire policy and I personally agree to be responsible for the fees charged in respect of this letting.

Signature of applicant ..... Date .....

Premises Manager informed YES / NO

Insurance checked and copied YES / NO

Licences checked and copied YES / NO

Safeguarding/Child Protection Policy seen YES / NO / NOT APPLICABLE

Please return this form, via email, to Premises Manager [steve.beazley@holbrookacademy.org](mailto:steve.beazley@holbrookacademy.org) . 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.