

MILL HILL PRIMARY ACADEMY



Lettings Policy

Reviewed: November 2020
Next review date: November 2021

Introduction

The Governing Body recognises the role of the academy within the community and welcomes the use of the academy's premises for a variety of community and leisure purposes.

Use of the academy premises by the academy or on behalf of the academy are not subject to the charging elements of this policy.

A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

Categories of Lettings

The use of the academy premises is divided into the following categories:

- i. Community and Leisure Learning (e.g. adult education)
- ii. Private (e.g. Wedding Receptions)
- iii. Commercial

Availability of Premises

Designated areas within the academy are available for hire unless required by the academy.

Charges

The Governing Body reserves the right to make a charge for the use of the academy premises. The charge will vary according to the category of the letting as laid out in Appendix 1.

VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met, please refer to the HMRC Website for further information).

Application Procedures (appendix 2)

Application forms are available from the academy and should be submitted to the Academy Business Manager at least **three** weeks before the first day of the proposed letting. In the case of block bookings, at least **four** weeks' notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the booking form to the academy before a booking can be accepted.

All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted

Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, **payment must be made to the academy, prior to the use of the premises.** In the case of a regular booking, payment will be required at the **beginning** of each term.

CONDITIONS OF USE

Security of the Premises

Entrance to the academy will be via the Main Entrance to the academy. The car park gate and area hired will be opened by the academy site team at an agreed time. For security reasons, the academy keys will not be available to the Hirer. A member of Mill Hill Primary academy site team will be on the site for the entirety of the letting time and will retain responsibility for the security of the site. However, it will be the responsibility of the Hirer to ensure that the academy premises are being used appropriately by all in attendance at the event, during the time they are in use. The academy reserves the right to stop any event or activity which compromises site security or health and safety at any time.

Use of Facilities

The Hirer will be responsible for the proper use of the academy facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or academy equipment.

The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer.

This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the academy in a clean and satisfactory condition.

All mains powered electrical equipment brought onto the premises must be safe and evidence **will 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.

The Hirer ***must be advised that they cannot rely on the academy's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be submitted to the academy before the event takes place.***

Users ***must acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use.*** These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. **They must also carry out their own fire drills and organise their own fire procedure.**

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

The Hirer must use only that area of the building hired and must observe any instructions given by the academy concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

Toilets are available in the Main corridor of the academy building or in the entrance foyer of the community room. **Hirers will be required to attend an orientation session, with the Academy Business Manager and/or Site Supervisor, prior to any events taking place, so they are fully informed about key locations and safety information.**

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the academy, and that the premises are left in a clean and tidy condition.

The Hirer will be responsible for ensuring that the group has **adequate insurance appropriate to the activities organised.**

The Academy reserves the right to levy an additional charge to cover:

- Any additional cleaning that may be required after an event
- The cost of repair of damage to the academy fabric or equipment
- The cost of replacement of any items of academy equipment if uneconomical to repair

If out of hours, the hirer may not have access to a academy telephone. Hirers are urged to consider access to a mobile telephone for use in an emergency.

Smoking is not permitted anywhere in or around the academy building.

Animals, other than Guide Dogs, are not permitted anywhere on the academy premises. This is purely on grounds of hygiene and safety.

No combustible materials are to be used within the academy, except with the express approval of the Governing Body.

In the event of an incident, fire or near miss

The academy must ensure that City Council Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will

be required. The hirer is responsible for undertaking the review and informing the academy of any findings that may be relevant. Academics are NOT responsible for undertaking risk assessments for Hirer's activity (ies).

In the event of fire

The Hirer will immediately advise the member of the Site Team staff on duty, who will then sound the alarm, evacuate the building and call the Fire Service.

All users will evacuate the building via the nearest fire exit and muster at the designated point from the area being used/hired.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.

The Site Team Staff must call the Principal.

Fires must be reported using the Academy Incident Report form.

Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the academy and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Music, Singing and Dancing

Insurance

The Hirer will be ***entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any academy equipment.***

i) The Hirer shall indemnify the City Learning Trust when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the City Learning Trust Academy or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the City Learning Trust for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

Safer Recruitment and Disclosures and Barring Service:

Safer recruitment procedures must also be applied to external agencies working in the academy, including with regard to anyone hiring academy premises for use.

Written confirmation will be required, that appropriate checks, including DBS checks have been carried out and by whom, to confirm the identity of any adult, not just the Hirer, who will be on academy premises for any event for which academy premises and facilities are hired for use.

Cancellations

By the Hirer

Cancellations should be made in writing at least 7 days before the proposed letting; otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the academy will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

By the Academy

If the academy finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Linked Policies/Documents:

- Safeguarding and Child Protection Policy.

Appendix 1 MILL HILL PRIMARY ACADEMY LETTING CHARGES

VAT may be chargeable in certain circumstances

Premises	Weekday	Weekend	Half Day/Full day
Hall	£25 per hr	£30 per hr	Please contact the Academy for costs.
Community Room	£25 per hr	£30 per hr	
Lower KS2 Playground	£25 per hr	£30 per hr	
Upper KS2 Playground	£25 per hr	£30 per hr	Yearly
Football Field	£25 per hr	£30 per hr	Contract prices can be requested for year- long hire.
Combined use of all outdoor areas above.	Please contact the academy to discuss requirements and agree costs.		
Refreshments	To be agreed		

Please liaise with the academy should you wish to consider hire of a number of facilities simultaneously, as a bespoke contract can then be negotiated for use of multiple facilities.

The Hirer and Guarantor, who both must be over the age of 18 years, must sign the application form (appendix 2). Payment must be made not later than 14 days prior to the date of the proposed use.

All requests must be made to the Academy Business Manager, acting on behalf of the Governing Body of the Academy.

The Governors reserve the right to negotiate charges relating to specific requests.

Appendix 2:**Mill Hill Primary Academy - Lettings Application Form**

Name	
Address	
Home/Work Contact Telephone Number	
Mobile Telephone Number	

I would like to hire the following Academy facilities. I have read the documents relating to conditions of use, and agree to abide by them.

Area(s) I would like to hire	Dates for hire	Times required	Agreed Cost

Name of any adult, including the Hirer, who will be involved in hosting/leading the event/activity.	DBS/Identity Check information provided to the academy? (Tick)

Brief description of proposed activity:

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Risk Assessments for the event/ activity (Please list and provide copies to the academy).

NAME OF INSURANCE COMPANY: _____

Please note that VAT may be chargeable in certain circumstances.

I understand that the academy will not be liable for any damage or injury throughout the event and any damages will be charged for by the academy.

I confirm that I have provided the academy with proof of insurance, copies of risk assessments and information on DBS/identity checks for any adults involved with hosting and leading the event/activity.

Signed _____ Date _____

Full Name: _____

Please bring the returned copy of this form with you on the day of the letting as your proof of letting.

For Academy use only:

Please tick to confirm receipt of:	Tick to confirm
Signed and verified contract for hire of academy premises.	
Valid insurance, including Public Liability Insurance, to cover the event/activity	
A list of all adults, under the direction of the Hirer, who will be involved in hosting/leading the event/activity	
Valid and appropriate identity and DBS checks for all adults involved in hosting and or leading any aspect of the event/activity	
Any and all risk assessments for the event/activity.	
Payment as agreed in contract, by deadline agreed.	

Signed for on behalf of Mill Hill Primary Academy: _____

Role: _____ Date: _____