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Revision History

Version	Date	Author	Summary of Changes:
3.0	20/09/2021	NGN	Updated in line with 2021/22 guidance, prices reviewed and discount arrangements clarified.
2.0	17/02/21	DBL	Updated to take COVID into account

Academy Lettings Policy

Key Points and Summary

Orchard Mead Academy aims to ensure the use of the academy's facilities to its full potential. It is intended that the premises and sports facilities are available firstly, for the benefit of the learners and secondly, for local people consequently providing the academy with financial income.

This policy aims:

- To ensure that lettings are not in conflict with the fundamental purpose of the academy.
- To support community involvement in the life of the academy.
- To support the community in sporting, cultural and educational pursuits.
- To be consistent with the academy's equal opportunities policy.
- To maximize the commercial opportunity for lettings.
- To ensure costs are fully calculated and covered.
- To provide a professional service to users of the academy's premises and ensure good customer care.
- To monitor the maintenance of the high standards of the premises and grounds.

The emphasis is to ensure staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements.

Responsibilities

Overall responsibility for academy lettings is held by the Local Academy Council. The Principal has responsibility to ensure adherence of the policy and practical responsibility for the policy is initially delegated to the Academy Manager.

Academy Manager/Third Party Lettings Management

- To manage the day-to-day lettings of the premises and ensure effective communication between all parties concerned. To maintain accurate records for inquiries and bookings. To confirm bookings by letter and issue contracts. To maintain a booking chart. To maintain contact with hirers. To inspect insurance documentation. To consult with Site Manager, Finance Officer and Physical Education Department. To promote the facilities to the community.

Finance Officer

- To raise invoices and keep track of payment. To advise the Academy Manager of any outstanding invoices. To initiate legal proceedings in the case of bad debtors after consultation with the Trust Chief Financial Officer.

Site Manager

- To keep up to date with the letting's diary. To book Supervising Site Staff for lets. To organise cleaners when necessary. To keep the Academy Manager informed as necessary.

Supervising Site Staff

- To ensure facilities are as required by hirers. To monitor all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use. To provide a professional service to users of the academy's premises and ensure good customer care. To keep Site Manager informed as necessary.

Facility bookings

- The Training Centre, Sports Hall, Indoor Gym, Hard Courts, and Sports Field are let and invoiced on a monthly basis. The academy may consider, on an individual basis, a reduced rate for community sports groups at off-peak times. A 20% discount is offered for bookings of six weeks plus OR a discount of 25% is offered to community/charity hirers. Trust staff receive a 25% discount on lettings bookings.

Sports Hall

- Due to the specialised flooring, the Sports Hall cannot be used for non-sport events.
- Lettings will not take place during exam periods or the day/evening before or after examinations.

One-off bookings

- The academy receives numerous requests for one-off bookings – these will be considered on an individual basis in line with the impact on the academy. Wedding parties are not considered due to limitations of the site.
- Charges must be settled in advance of the occasion with half payable on booking and the balance due 4 weeks before the date. A £6 administration charge applies. The academy also holds a £100 deposit which is returned if all aspects of the conditions of hire are met.

Charges

All charges are to be reviewed annually and set at a commercially viable rate by the Academy Manager and agreed by the Academy Council.

Booking Charges with effect from 1st September 2021

Lettings Rates 2021/2022

Hourly Rates

	Week days / Evenings	Weekends
Hourly rate	£25.00	£35.00

- On top of this will be a one-off charge of £10.00 per letting for cleaning.

These hourly rates are very low; as such Orchard Mead would request a discount on your services/facilities for students, families and staff, to encourage participation and support the community.

Areas that are available to hire include:

Sports Hall – Full
Sports Hall – Half
Main Hall
Indoor Gym
All Weather Hard court
Sports Field
Access to Changing Facilities

Weekend bookings - minimum of 4 hours charge

Training Centre Rates	2021/2022 Rates
Training Centre – Half Day	£100
Training Centre – Full Day	£200

Staff requests

Staff wishing to book the academy's facilities will be offered a 25% discount on the full cost.

Bookings

Bookings for the facilities arise by direct contact to the academy. Whilst every effort is made to accommodate all requests, the academy and current hirers are given priority. Other considerations include the type of event, Site staff availability, the number of other coinciding lettings and the suitability of accommodation. Where hirers appear to have similar focus groups, wherever possible, the initial hirer will be informed however, the final decision regarding agreement to hire rests with the Academy Council.

Health and Safety

- No smoking is allowed on site. The academy has a responsibility to work within the framework of the law, however, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are held by the Site staff. Health and Safety policy on evacuation outside normal hours is issued annually.
- The academy reserves the right to cancel any letting where the hirer fails to comply with health and safety issues (see Conditions of Hire information).
- The academy requires any electrical items used to have a PAT certificate.
- The Academy Manager, in consultation with the Site Manager, will monitor the number of people on site with regard to safety in the event of a fire and insurance.

Safeguarding

- All hirers who provide activities for children and young people are required to complete the Application for Hiring Premises form which indicates they have a Child Protection Policy in place.

Complaints Procedure

- In the event of a hirer being dissatisfied with the facilities or service, the academy will investigate in line with the Complaints Policy.

Dear Client,

Please do read the information in this document as it contains essential information regarding your hire of our Academy premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all Academy facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.

Hire of these premises is subject to the following **terms and conditions**.

1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire Form, have adequate Public Liability Insurance cover in place (see section 6) and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form. Academy premises are generally unavailable for hire during normal term time Academy hours or later than 10pm. This may be extended to 10.30pm on Friday and Saturday evenings. All other times are by negotiation. The Academy is not available for hire on Bank Holidays or between 24th December and 2nd January.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to Site staff on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the Academy's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer, cost this may be deducted from your deposit.**
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The Academy will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Academy site with the Academy's prior agreement. The Hirer is requested to inform the Academy in advance if the media is expected.
- 1.9 The Hirer agrees to pay the Academy on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring
- 1.10 **No intoxicating liquor shall be included in the refreshments available at any functions without the Academy's written consent.** No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the Academy in advance.

- 1.11 Parking is permitted in the main car park. Vehicles must not be parked where they would cause an obstruction and should not be left in the disabled bays. The Academy cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the Academy premises.
- 1.12 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Academy of any absence without delay by contacting the Academy. A charge is levied whether or not the facility is used.
- 1.13 All furniture should be returned to its original position at the end of the let.
- 1.14 The Academy prohibits the use of fireworks.
- 1.15 No candles are permitted on site.
- 1.16 Smoking is not allowed anywhere within the academy boundary. This includes the car parks and fields.
- 1.17 Refreshments may only be consumed in the Dining Hall. No food and drink may be served or consumed in the Sports Hall or any other areas. The Kitchen is not available for hire.
- 1.18 Authorised Officers of the Academy may enter the premises at any time for any reason during the let.
- 1.19 The Academy may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- 1.20 Any event deemed to bring the Academy's good name into disrepute can be cancelled at any time by the Academy. Liability for cancellation will be on the hirers and not the Academy.
- 1.21 Publicity materials used must be approved by the Academy in advance.
- 1.22 The hirer is responsible for carrying out a risk assessment. The Academy may require the hirer to provide a copy of this assessment to the Site Manager.
- 1.23 Should the hirer need to call the emergency services during a let the duty site manager must be informed.
- 1.24 No dogs or other animals may be brought on to the fields or into the buildings without express PRIOR permission of the academy's Business Manager.
- 1.25 No interference with a central heating/cooling apparatus shall be allowed.
- 1.26 No outdoor or black soled shoes to be worn in the Sports Hall or Indoor Gym. Shoes must be changed before you enter the Sports Hall. This applies to players AND SPECTATORS.
- 1.27 Hirers may not trade (i.e. sell items) on academy premises. Requests to have fundraising activities for donations should be made in writing to the Operations & Business Manager.

2. Booking Charges

- 2.1 Hire of Equipment – sound and light equipment in the Main Hall may be used at an additional £10 charge. The hirer must attend a training session on the use of this equipment.
- 2.2 Block bookings for regular hires will be invoiced one month in advance.
- 2.3 Cancellation charges are applied as follows:-
- ✦ One month or more notice – full refund of fees less £6 administration charge.
 - ✦ Less than one month but more than 7 days – 50% of fees paid.
 - ✦ 7 days or less notice – no refund.

3. Cancellations/Refused Bookings

- 3.1 The Academy reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the Academy shall not otherwise be liable for damages in respect of such cancellation. The academy may cancel any hiring if in its opinion the organisation to which the premises are hired contravenes the Academy's Equal Opportunities, Multicultural or other policies.
- 3.2 The premises shall not be hired to the following organisations:
- a) The National Front
 - b) The New National Front
 - c) The British Constitutional Movement
 - d) The British Movement
 - e) The League of St. George
 - f) Column 88
 - g) The British Democratic Party
 - h) The British National Party
 - i) Any other Organisation which has racist aims.

The Trust acting through the Academy Council may cancel any hiring if in their opinion the organisation for which the premises are hired has racist policies, regardless of the stated reason for hiring the premises. In such event the Trust and Governors shall incur no liability to the hirer whatsoever, other than the return of any fee paid by him in respect of such cancelled engagement.

3. Site Supervisor Responsibilities

The Site Supervisor is the Academy's representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting, the following are adhered to:

- (i) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy
- (ii) That the premises are in a safe and satisfactory condition for the Hirer
- (iii) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.

- (iv) That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
- (v) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- (vi) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the Academy or its contents
- (vii) That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- (viii) Site Supervisors cannot change any aspect of these Conditions of Hire.
- (ix) Site supervisors will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
- (x) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

4. Health and Safety

- 4.1 Hirers who use the premises to hold classes for children must complete the Academy's Safeguarding forms, and also provide a Child Protection Policy which the Academy will hold on file.
- 4.2 It is illegal to smoke (including e-cigarettes) on any part of the Academy site.
- 4.3 Permission to use the premises will not be granted if, in the opinion of the Academy, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Academy activity. Hirers are requested to respect the Academy's neighbours' rights.
- 4.4 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 4.5 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 4.6 The Hirer is responsible for arranging first aid provision for the period of hire.
- 4.7 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the Academy unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or their representative) is present.
- 4.8 The Security Alarm System will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.

- 4.9 Any electrical equipment brought on to the premises must have up to date PAT tested certificates.
- 4.10 Furniture should not be moved into the corridors and should not block any Fire Exits.
Any furniture which is rearranged must be returned to its original position at the end of the hire.
- 4.11 In the event of fire, follow procedures outline on the 'Fire Evacuation Procedures' guidance – distributed to all hirers, see Appendix I.
- 4.12 Use of Havan Kundh or any fire is NOT permitted on academy grounds under any circumstances.

5. Additional facilities

- 5.1 No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape or blue tac on walls is prohibited.
- 5.2 Chairs and furniture may not be removed from classrooms without the Academy's consent. No items of furniture may be taken onto the Academy's grounds.
- 5.3 No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.
- 5.4 Use of the Academy's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.
- 5.5 The Academy must be advised if food is being brought onto the premises. Cooking is not permitted on site. No portable cooking equipment is allowed on the premises. There is not access to the main Kitchen.
- 5.6 The use of a film projector with non-flammable films may be permitted on request.

6. Insurance Cover

- 6.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- 6.2 The Hirer must indemnify the Academy in the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place.
- 6.3 Where the hirer does not have appropriate public liability insurance cover and is an individual or a non-profit making organisation/charity, this will be provided by the Academy. Proof of your status will be required.

7. Copyright and Public Performances Licences

- 7.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.

7.2 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.

7.3 The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

Orchard Mead Academy
LETTING CONTRACT & INDEMNITY

Principal:

E-mail: Ngorman@orchard-tmet.uk

Academy Manager

Mark Oldman

N Gorman

Hirer/Company:	
Contact Name:	
Invoice Address:	
Email Address:	
Telephone No(s):	
Facility to Let:	
Date of Letting :	
Times of letting:	
Will this letting be advertised, if so please provide details.	

Lettings Charge:	
Admin fee:	£6.00
Any Discounts:	
Total Payable:	

If you wish to accept this offer, please sign and return this contract.

Invoices are raised on a monthly basis in advance and must be paid in full by the due date.

Signed for Orchard Mead Academy

Date:

N Gorman Academy Manager

I wish to accept the offer to hire the facilities listed and agree to pay the charges and observe, in full, the Terms & Conditions of the Letting. I will arrive no earlier than, and leave no later than, the hours we have agreed upon. I understand that during the period of hire I will be responsible for:

- a deposit payment of £100.00 for regular bookings or £250.00 for one-off bookings. This must be paid to Orchard Mead Academy in order to confirm the booking. (CHEQUE or CASH only). See Terms & Conditions
- all damages, losses, claims and cost arising from the Hire
- any claims arising from accidents, whether fatal or otherwise, to any employee or agent of Orchard Mead Academy, to any member of the public and to any third party, except where this is due to the negligence of Academy, its servants or agents.

Public Liability Insurance (Please Tick one option)

	I confirm that I have Public Liability insurance in place to protect against injury, loss or damage caused to third parties or their property and a copy can be provided upon request.
	I do not have public liability insurance cover as I am individual or a non-profit making organisation/charity, and require the Academy to support me. I am able to provide proof of my status.

Organisation		Name	
Signature		Date	

Address if
different from
above

PUBLIC LIABILITY INSURANCE: ZURICH INSURANCE

The Policy is in respect of the Insured's legal liability to pay compensation arising out of accidental bodily injury to any person other than an employee, or accidental loss of, or damage to, Third Party property.

The Policy is extended to include the Insured's Legal liability for damage to premises hired, or leased or loaned to the Insured, subject to Endorsement 1 (Available on request). It should be noted that the Policy cover is in respect of legal liability only.

FIRE EVACUATION PROCEDURES **FOR LETTINGS** **OUT OF SCHOOL HOURS AND SCHOOL HOLIDAYS**

What happens if I discover a fire?

You should immediately operate the nearest manual call point to activate the fire alarm.

What happens when the alarm is activated?

A fire alarm will sound (the continuous ringing of the school bell). All staff, students and visitors should evacuate the building by the nearest exit.

The fire evacuation points are:

- The front of Main reception
- The rear of the school field

DO NOT re-enter the building until authorised to.

When evacuating the buildings:

- Rooms should not be locked, but if possible leave doors and windows closed.
- Do not stop to collect personal possessions.
- Do not use lifts.
- Please look after any young people under your supervision and do NOT allow them to leave the assembly area.
- Teachers/Tutors/ Community event organisers should take registers to ensure that all members of their class or group are in attendance. If anybody is unaccounted for let the Premises Staff know immediately.

THERE WILL **NOI** BE A SWEEP OF THE BUILDINGS

Please wait until a member of staff (Premises) informs you that it is safe to return to the building

PLEASE NOTE – as there will not be a sweep of the buildings, it is very important that staff SIGN IN AND OUT. This is the only means of knowing if someone is missing.