



**Biggleswade**Academy

# Lettings Policy

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## 1. Introduction

- 1.1 This is the Lettings Policy and the table of charges for Biggleswade Academy and will be reviewed by the Trust Board.
- 1.2 The Trust Board of Biggleswade Academy believe that education is the prime purpose of the Academy. However, we are keen to see that the Academy and its facilities are of benefit to the whole community. As such, it is the desire of the Trust Board that these facilities are made available to local groups, provided that this does not conflict with the work of the Academy, the interests of its pupils or the wellbeing and workload of its staff, and does not create a statutory nuisance.
- 1.3 The Trust Board recognises and supports the following principles:
  - a. The academy premises represent a significant capital investment and should be fully utilised.
  - b. The Academy premises are a valuable community resource.
  - c. Use of the Academy premises for educational purposes should be given priority when lettings are considered.
- 1.4 Making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational or charity activities. The Academy however does have to cover its costs and any bookings from these particular bodies will be looked at on each individual application. This document details the lettings policy and procedures of the Academy, available facilities and the roles of both the Academy and users of Academy facilities (hereafter referred to as the 'Hirer'). It also sets out the current scale of charges.
- 1.5 The use of the Academy premises at all times outside the Academy day is under the control of the Academy Principal and Trust Board (Education Act 1986 - Section 42, No. 2)
- 1.6 In deciding whether or not to let the premises, the Academy will consider the likelihood of damage or nuisance that may be caused, or arise at any time, as a result of the letting. The final decision on compliance lies with the Trust Board.
- 1.7 In establishing the nature of charges for hirers the Trust Board will take account of the following criteria:
  - a. Covering all costs of staffing/utilities/wear and tear from the let;
  - b. Offering value for money in relation to other local venues available and maintaining the place of the Academy as a community venue.
  - c. Ensuring a margin of return which supports the work of the Academy whilst meeting these criteria.

## 2. Terms and Conditions of Hire

- 2.1 **Acceptance:** By completing and signing the application form, the Hirer:
  - a. Accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions.
  - b. Accepts the responsibilities of the Hirer as laid out above on behalf of their organisation or event.
  - c. Accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy.

- 2.2 **Care of children:** All children will be supervised at all times when attending an organised group or care scheme.
- 2.3 **Licences:** The Licensing Act 2003 controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment. Hirers are responsible for arranging all necessary licences and ensuring they understand, and are able to comply with all such regulations and requirements. Any activity that needs a licence must be declared to the Academy and the Hirer must ensure a copy of all licences have been given to the letting's coordinator at least a week before the event.
- 2.4 **Damage:** The Hirer shall indemnify and keep indemnified the Academy from and against all losses and damages arising as a result of the letting of the premises. The Hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.
- 2.5 **Property:** All property brought onto the premises is done so at the sole risk of the owner. The Academy will not accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer.
- 2.6 **Injury or loss:** It is the responsibility of the Hirer to inform the Academy, in writing, within 24 hours of any person or persons sustaining injury or loss on the premises during the letting.
- 2.7 **ICT Suite:** The Hirer must ensure that no food or drinks are taken into the ICT suites.
- 2.8 **Equipment in classrooms:** Any Academy property in classrooms is not to be used without prior permission from the Academy and all relevant equipment deposits and charges having been paid.
- 2.9 **Right of access:** The Academy and the Trust Board reserve all rights of access.
- 2.10 **Advertising:** Advertising for any event on Academy premises may only take place with the prior written permission of the Trust Board. It may be possible to advertise your activity on our digital signage system for an additional charge. Please contact the Academy directly for more details.
- 2.11 **Alterations:** No alterations to the premises may be erected without the written permission of the Trust Board. Any authorised alterations must comply with all Health & Safety Regulations and must be removed at the expense of the Hirer. The preparation and dismantling of any alteration must be done outside of Academy hours.
- 2.12 **Furniture:** Any movement of furniture must be undertaken by the Hirer under the direction of the Site Manager. No furniture or apparatus is to be used without prior permission. The chairs in the Main Hall must be returned to the BACK of the Hall as storage at the side of the Hall results in damage to the fabric of the building.
- 2.13 **Behaviour:** The Hirer is responsible for the behaviour of all persons organising or attending the Academy and in particular for leaving the site in a quiet and orderly fashion by the time stated in the letting agreement. The Hirer shall be liable for any costs incurred by Biggleswade Academy, or any third party, resulting from any actions of any person organising or attending the function.

- 2.14 **Contact:** A named contact person must be made known to the Site Manager at the start of every event.
- 2.15 The Hirer can call the site agent on duty in the event of any problems or emergencies. The number will be provided on booking.
- 2.16 **Maximum numbers attending:** Health and Safety considerations restrict the Academy to maximum occupancy in certain areas and must be arranged prior to the event. Maximum seated numbers in the main hall are 280, maximum seated numbers in the gymnasium or sports hall are 200.
- 2.17 **Smoking:** Smoking is not permitted within any of the Academy buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368 the Smoke-free (Premises and Enforcement) Regulations 2006, which came into force in England from the 1st July 2007.
- 2.18 **Car parking:** Where car parking is required, the Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
- 2.19 **Kitchen/catering:** There is an additional charge for the use of the kitchen area which can be used to prepare cold food and hot/cold drinks only. Please note that the Hirer should bring all equipment needed with them and the kitchen should be cleaned before the hire ends. Use of the kitchen ovens and equipment will be considered on an individual basis providing the Hirer has relevant commercial experience and food handling certification. A price for this use will be given upon the Academy seeing the appropriate documentation.
- 2.20 **Dogs:** No dogs shall be permitted on Academy premises (except registered guide dogs).
- 2.21 **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. The persons or organisations responsible for functions held in the premises shall be sure that the requirements of the relevant legislation are strictly observed.
- 2.22 **Health and Safety Requirements:** The Hirer will comply with all Health & Safety requirements mandated by the Academy. Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:
- a. The Hirer should familiarise themselves with escape routes and position of fire alarms and fire extinguishers. They should ask the Site Agent to show them these. If there is a fire the Hirer should call the Fire Service IMMEDIATELY.
  - b. Obstructions must not be placed in front of the emergency exits, which must be immediately available for free public access;
  - c. Fire- fighting apparatus shall be kept in its proper place and only used for its intended purpose;
  - d. The fire-brigade shall be called to any outbreak of fire, and details of the occurrence shall be given to the Site Agent on duty;
  - e. No performance shall involve danger to the public;
  - f. Highly inflammable substances shall not be brought into nor used in any part of the premises. No internal decorations of a combustible nature (e.g.

polystyrene, cotton etc.) shall be undertaken without the consent of the Trust Board.

- g. No unauthorised heating or electrical appliances shall be used on the premises;
- h. The Site Agent on duty shall be informed of any accident or injury occurring on the premises.

A copy of the Health and Safety Policy and the Fire Evacuation Plan will be given to each Hirer upon making a booking and the Hirer will be required to sign to say these, along with the Lettings Policy have been read.

- 2.23 **Supervision:** The person in charge of the activity shall not be under 21 years of age and shall be on the premises for the duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general supervision. When the premises are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 21 years of age, on duty where 100 persons or more are attending the entertainment.

When the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend the numbers of adult supervisors required to attend will be increased. For certain lettings it may be necessary for the Site Agent to have a permanent presence and for which an extra fee will be charged.

- 2.24 **Noise:** Hirers and organisers of events in the Academy are responsible for seeing that the noise level of the functions is not such as to cause inconvenience for the occupiers of nearby houses and property.
- 2.25 **Sub-hire:** The Hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purposes, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies
- 2.26 **Loss of property:** The Academy cannot accept responsibility for damage to, or the loss or theft of Hirers' property or effects.
- 2.27 **Regulations:** Compliance is agreed with all the conditions and regulations made in respect of the premises by the Fire Authorities, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music entertainment or stage plays.
- 2.28 **Contravention of terms and conditions:** If any of the above terms and conditions is contravened, the Academy reserves the right to cancel this and/or future lettings, with no compensation or refund
- 2.29 **Rights:** The Trust Board will not normally insist on a representative being present throughout the event. However it reserves the right of access, and has delegated that right to the Academy Principal, to insist upon the Site Manager (or other designated representative) being present if it is considered that the nature of the event may leave the Academy vulnerable to theft or damage. The right to refuse any application for the use of the Academy facilities is reserved by the Trust Board. All arrangements for the use of Academy's' facilities are subject to the Trust Board reserving the right to cancel bookings.

### 3. Procedures and Fees

- 3.1 **Application:** Applications for hire of the Academy shall be made to the Lettings Coordinator. A booking form will be provided and the Lettings Policy made available. All formal hiring of the Academy's premises, including those for which no charge is made, must be properly documented. Thus, applications for premises lettings will only be considered on presentation of a completed application form to the Academy office.
- 3.2 **Fees and Invoicing:** Letting fees are reviewed every year and are set at a level to ensure that the income taken covers the costs, (lighting, heating, staffing, waste disposal charges, cleaning etc.) of the activity. Note: The PTFA will be exempt from any charge in respect of fundraising activities, or social events benefiting pupils and/or their families. PTFA and in-Academy events will be given precedence over any external lettings. Invoices for regular lettings will be sent on the 1<sup>st</sup> of each calendar month and payment is required within 7 days of receipt. Cheques for hire should be made payable to 'Biggleswade Academy'. An invoice for one off lettings will be sent out 4 weeks before the event with payment required within 7 days. Failure to pay the invoice within this time will result in the hire and all future lettings becoming void.
- 3.3 **Public Liability Insurance:** Insurance is required by all Hirers and a copy of their certificate must be given to the Academy at least a week before a hire. If a Hirer does not have their own public liability insurance, or a certificate has not been declared they will be added to the Academy's policy at a charge of 10% of the hire fee.
- 3.4 **Direct Barring Service checks:** A DBS clearance is required from Hirers who work directly with children or vulnerable adults, it is the Hirer's responsibility to ensure that this is in place.
- 3.5 **Variations:** No member of staff is allowed to vary the terms and conditions on which the Academy premises are hired to either individuals or organisations, or to deviate from the published charging policy.
- 3.6 **Value Added Tax:** The governors are required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.
- 3.7 **Alteration of arrangements:** Any requests for amendments to the letting must take place at least 7 days prior to the date of the hire. The Hirer must not presume that any amendment will be automatically agreed, confirmation of any amendments will be sent to the Hirer in writing.
- 3.8 **Minimum Charges:** There is a minimum charge for any hire of the premises which can be seen on the Scale of Charges form, this is to ensure the Academy's costs are covered by all bookings.
- 3.9 **Over running your booking:** The hours of hire, as stated on the Hirers booking form, must include sufficient time for preparing for the event and for clearing and cleaning up afterwards. The Academy doors will automatically be opened and closed for the times given by the Hirer only. If a hire overruns for any reason the site agent on duty must be informed and an additional charge of £10 per 15 minutes will be invoiced.

3.10 **Storage:** Space in the Academy is at a premium and therefore storage will not normally be possible. However you may enquire if a suitable space for your needs is available and what the associated costs for this will be. There can however be no expectation of continued storage space being made available if the needs of the Academy change, in line with our prime purpose as an Academy.

## 4. Cancellation

4.1 **Cancellation by the Hirer:** The Academy must be notified of any cancellation at the earliest possible opportunity. Where notification of cancellation is received less than 7 days prior to the date of the hire no refund will be given. If more than 7 days' notice is given, a full refund will be made, minus the deposit.

4.2 **Cancellation by the Academy:** The Academy reserves the right to cancel any letting, (whether confirmed or not), without prior notice and without compensation or refund, if:

- a) It suspects that any of the terms and conditions of hire or use have been broken by the Hirer, or any person organising any function or event;
- b) Any conditions of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in any way;
- c) Any breach of licensing conditions occurs.

In the event of cancellation by the Academy (for the reasons defined above), any fees paid in respect of the letting will not be refunded.

The Academy also reserves the right to cancel a booking if:

- a) The premises are required by anybody or person having a statutory right to use them;
- d) The Academy is closed or becomes closed.
- e) The Academy requires the premises for an Academy event

In these circumstances a full refund will be given.

The Academy will endeavour to notify the Hirer at the earliest possible opportunity; however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will only be given a refund if entitled.

## 5. Prevent Duty

5.1 Prevent duty requires that when exercising your functions you have due regard to the need to prevent people from being drawn into terrorism.

5.2 All Hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Academy Principal before approval is given.

5.3 All Hirers must agree to comply with our policies and requirements.

5.4 If we are aware or suspect that the letting or gathering has been or is to be used for purposes which could or may be reportable under legislation or Government guidance or which contravenes current legislation in any way or which raises concerns under our Safeguarding Policy either Central Bedfordshire Council



(social care) or Bedfordshire Police will be contacted if considered appropriate in the circumstances.

- 5.5 When considering applications for lettings the Lettings Coordinator will take into account the following factors:
- a. The availability of facilities
  - b. The availability of staff to open and close the premises
  - c. The Academy's Safeguarding Policy
  - d. Health and Safety considerations in relation to the number of users, type of activity, qualifications of the instructors, etc.
  - e. Type of activity
  - f. Adequacy of management procedures in place during the hire
  - g. Appropriateness of the letting and whether it is deemed compatible with the ethos of the organisation

**Please Note:** *The Trust Board reserves the right to cancel any hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or By-election, in which case the Hirer shall be entitled to a refund of any deposit already paid. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Trust Board shall not be liable to the Hirer for any resulting loss or damage whatsoever.*

## 6. Scale of Charges

<b>Area for Hire</b>	<b>Rate per hour</b> (Rates reviewed annually)
Main Academy Hall (including stage) Mead End	£30.00
Computer/Projector/Speakers/Microphones for use in the main hall	£15.00 Plus £150 deposit
Hall 2 Kitelands Road	£20.00
Dining Room	£20.00
Basic kitchen use	£10.00
Use of kitchen equipment	£POA
Gymnasium	£25.00
Basic Classroom	£15.00
Specialist Classroom	£25.00
SSA Sports Hall*	£30.00
MUGA** (including lighting if required)	£25.00
Grass Pitch/Academy Field	£20.00
Large Meeting Room	£15.00
Use of Academy's Public Liability Insurance	10% of hire fee
Minimum Hire Charge - Monday to Friday	£25.00
Minimum Hire Charge - Weekends	£100.00

\*Space for Sports and Arts Hall

\*\*Multi Use Games Area