

Lettings Policy

Magna Academy Poole



Magna Academy Poole
an Aspirations Academy

Approved by:

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Lettings Policy

At the Aspirations Academies Trust our aim is to equip every student with the knowledge, learning power and character necessary for success at university and beyond. The education of our students, within and beyond the formal curriculum, is our core purpose. However one of our goals is to ensure that each academy is a central part of the local community. We make every reasonable effort to enable our buildings and accommodation to be used by community groups.

A letting is defined as an arrangement to allow an external body or organisation temporary use of the Academy's premises or facilities. It should not extend for more than one year although it can be renewed annually. The arrangement does not give exclusive or extended use of the buildings.

Aims

- To promote use of the Academy premises by the local community
- To ensure that there are clear guidelines for the use of the Academy premises by non-school groups
- To provide realistic charging figures which create a revenue for the benefit of the students of the Academy
- To ensure that lettings do not detract from the Academy's core purpose.

Categories of lettings

There are four categories of lettings use:

- **Statutory use** – usage laid down by statute which must be accommodated at a rate to recover costs e.g. polling station use for local or parliamentary elections. The charging of a rent is prohibited by law.
- **Designated use** – usage which is given priority access (unless it clashes with statutory use). Designated use lettees will not be charged a rate higher than that which allows the Academy to recover the costs of providing the facilities. Such lettings include:
 - Governors, staff or parent meetings, curriculum activities such as plays and concerts, fund-raising activities for Academy funds
- **Community use** – usage by charitable groups, associations, religious groups, other not-for-profit organisations which carry some benefit to or enrich the local community, community education activities, adult education or youth services programmes, community education meetings or training courses. Charges will be set at a favourable rate.
- **Private use** – usage for wedding receptions, conferences, parties, commercial activities, etc. Charges will be set at a competitive rate.

Educational (to meet the needs of the school and the national curriculum) and other statutory requirements (including Polling Station usage) take precedence over any other use regardless of whether this is Designated, Community or Private hire.

The Academy's delegated budget cannot be used to subsidise any lettings by community or commercial organisations.

Administrative Arrangements

Lettings enquiries should be addressed to the Operations Manager.

The hirer shall be the person who signs the hire agreement, who will also be responsible for payment of the hiring charge and will be present (or nominate a representative to be present) throughout the duration of the hiring, ensuring that the conditions of hire are complied with. The hirer must be 18 years old or older and may be required to provide documentary evidence of this. Any change in the hirer responsible person must be notified in writing to the Academy or its nominated agent. Initial requests will be forwarded to the Operations Manager who will liaise with the relevant personnel within the Academy prior to approving any letting. Once approved by the Academy, a booking confirmation will be sent to the hirer along with the General Conditions & Hire Agreement. Requests cannot be accepted within two weeks in advance of hire during term time. The confirmation process may take considerably longer during Academy holidays. Lettings will be accepted on the basis of the Lettings Policy approved by the Local Advisory Body. However, the Academy reserves the right to refuse any request for a letting.

The hirer should take care when applying to identify the full extent of the facilities required. In particular, specific rooms, any equipment to be made available, parking spaces, whether catering facilities are to be available and which toilets are required.

Lettings can be agreed on an ad hoc basis (i.e. one offs) or for regular use over a longer period. However no agreement shall extend for more than a year without the Local Advisory Body's express approval. With regard to invoicing and payment arrangements, ad hoc/one off hires shall be paid in advance. Longer term arrangements shall be subject to an initial payment in advance with the balance being paid monthly, in advance, upon receipt of invoices. Failure to comply with payment requirements will result in access being denied to the premises.

All hirers will be required to make suitable arrangements for First Aid and Fire Evacuation procedures.

The Academy may cancel any letting at any time. In such cases two weeks' notice will be given, if possible, and either a proportion of any fee paid will be refunded or an alternative date/venue offered, except where cancellation is due to misconduct or a failure to comply with the stipulations of the lettings agreement where the letting may be terminated with immediate effect. The hirer shall give 7 days' notice of cancellation or pay the full cost of the booking.

No person may use the Academy premises for a letting without a booking confirmation form & hire agreement being completed. Any person who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use the Academy premises in future. The Academy reserves the right to enter/inspect the premises at any time during a letting on producing evidence of their identity.

General Conditions of Use

1. Use by the Academy and statutory use will always take precedence over any other use of the premises
2. It shall be the responsibility of the hirer to ensure that the conditions of the letting are adhered to by all persons making use of the premises, under the terms of the letting.
3. Access is restricted to the premises, usage and times specified on the booking confirmation. Any use of unauthorised areas will be charged for retrospectively. The hirer shall not use or permit the use of the premises for any purposes or activity other than that specified in the booking confirmation, nor by any other person, and strictly in accordance with these conditions.

4. There shall be no variation to these conditions without the prior agreement in writing by the Academy or its nominated representative.
5. Sub-letting or sharing of the premises by the hirer is prohibited.
6. Children should only use the student toilets and the toilets available as part of the let will be clearly identified prior to the letting. Accessible toilets should not be used unless agreed in advance with the Academy or if they are legitimately required.
7. Nothing in this agreement shall create a tenancy.

Charges and variations to charges

8. Charges will be made at rates that will be determined and approved from time to time by the Local Advisory Body. In cases where the incorrect charge has been quoted, the Academy reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
9. Charges for a second letting, i.e. a letting at the same time as an existing let, can be negotiated. However, should the first let cease then charges for the second let will be revised accordingly.
10. Charges for occasional use are to be paid in advance on the date specified by the Academy. Regular users, over periods exceeding 3 months, shall pay an initial hire charge and thereafter within 7 days of the start of each month during which the series of lettings is occurring.
11. A security/damage deposit is required to be paid for a private letting and may be required for some community lettings, at the discretion of the Academy, at the time the letting is confirmed by the Academy. The deposit will be returned following the end of the letting, subject to the premises being returned in a state of good order.

Care of the Premises

12. The hirer shall ensure that they (or a nominated representative) are present throughout the duration of the letting. Additional responsible adults (stewards) may be required, depending on the nature of the letting.
13. The hirer is required to leave the premises (including passageways, stairs and exits) and the areas of the Academy used in a clean and orderly state, free from rubbish or obstruction and shall clear away, leaving the buildings/grounds in the condition in which they were found.
14. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises, nor any adhesive fasteners used.
15. No smoking is permitted within the Academy premises or grounds
16. No explosive or inflammable materials including Butane or Calor Gas canisters, or articles which are dangerous or offensive, are to be brought onto the Academy premises.
17. Toilets must be left in a clean condition, unblocked and flushed
18. The hirer will be responsible for reimbursing the Academy for any additional costs incurred in cleaning the premises or clearing the grounds after a letting. If the hirer requires a specific clean prior to the letting, this too will be added to the hire charge.
19. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with without the prior approval of the Academy. Standing on seats, furniture, windowsills, etc. is not permitted.
20. No alterations, additions or variation to the Academy lighting or other electrical installation, heating, fittings or fixtures shall be made to premises.

21. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the premises. No gas filled balloons, confetti or streamers are permitted either inside the premises or in the Academy grounds.
22. If stage lighting and spotlights are available and required, express consent of the Academy must be given and any agreed operation of the spotlights and dimmers must be carried out by a competent person approved by the Academy.
23. Chalk, resin or cleaning and polishing materials may not be used on floors
24. No notice, poster, placard or similar shall be permitted without the express approval of the Academy.
25. The Academy has a strict no chewing gum policy which must be enforced by hirers at all times.

Damage to the Premises

26. The hirer shall take all precautions to prevent any damage to the premises.
27. The hirer shall repay to the Academy any additional costs, whether for staff or premises, resulting from the misuse and/or damage to the premises and/or grounds. Such costs will be determined by the Academy and shall be paid within seven days of a written demand.
28. Any damage shall be reported immediately to the Site Manager.

Equipment and Accommodation

29. No electrical equipment shall be brought on to the Academy premises without the express consent of the Academy.
30. The electrical and mechanical installations at the premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the hirer except with the express approval of the Academy.
31. Any furniture provided by the hirer must be removed immediately after the end of the letting (unless otherwise agreed).
32. Storage is not available at the premises for hirers and all equipment, apparatus and furniture belonging to the hirer must be removed at the end of each letting.

Condition of Premises

33. The Academy gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the Premises are suitable for his/her needs.

Insurance

34. It is the responsibility of the hirer, prior to the letting to ensure they have appropriate insurance to cover his/her liabilities. Insurance affected by the Academy does not extend to a hirer's liabilities. At the least the hirers shall take out third party and public liability insurance with a reputable Insurance Company in a sum not less than the Public Liability Sum (£2 million) and shall if so required produce details of such insurance for inspection by the Academy.

Statutory Requirements

35. The hirer shall comply with the statutory or regulatory requirements associated with its activities at the premises, in particular concerning consumption of intoxicating liquor, music, singing and dancing lettings, theatre lettings and copyright. No smoking is permitted within the Academy

premises or grounds. The hirer shall be fully responsible for obtaining any permission required, always providing that no application shall be made without the prior approval of the Academy.

Health and Safety

36. The hirer is responsible for the health and safety of all persons using the premises under the letting and they must make themselves fully aware of the fire precautions and procedures in existence. Fire doors must be left closed, and other doors must not be propped open using fire equipment.
37. The hirer will be responsible for ensuring that all activities take place in a safe manner. The Site Manager must be notified immediately of any accidents occurring on Academy property.
38. The hirer shall comply with Section 12 of the Children and Young Person's Act 1933 and 1989. In summary this requires that where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
39. The number of persons using the Premises shall not exceed the number notified to the Academy. The Academy does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings. Hirers should make their own arrangements i.e. trained personnel and provision of First Aid kit.

Cancellation/non-availability

40. Failure by the hirer to comply with any or all of the foregoing conditions where applicable, whether intentionally or not, may be deemed by the Academy to be just cause for the immediate cancellation of any letting or series of lettings.
41. The Academy reserves the right to cancel a letting at any time when the facility is required by the Academy, or for other statutory users. It shall give as much notice as possible (where feasible a minimum of two weeks' notice) and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
42. The Academy reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of Academy premises.
43. The Academy reserves the right to refuse or cancel any letting in the event of any outbreak or prevalence of infectious disease or any other cause outside their control.
44. Where the Premises or any facilities hired (or part thereof) are not available to the hirer, the Academy will refund the charge, or a proportion thereof. However the Academy will not be liable to pay compensation for any loss sustained by the hirer as a result of the cancellation.

Safeguarding

45. It is the responsibility of the hirer to ensure that his/her members of staff are suitably checked. However, the Academy will ensure that Academy students on the Academy premises are supervised during an external letting in order to ensure their safeguarding.

Restrictions on use/activities

46. The Academy reserves the right to refuse any application which it believes may cause, or have the potential to cause, offence to the community or part of the community.

47. The Academy may refuse admission to any person without giving a reason for doing so and similarly may require any person to leave the premises.
48. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose.
49. Sporting activities will not take place inside the premises or grounds without the prior written approval of the Academy.
50. No alcoholic drinks shall be brought on to the premises save where the specific permission of the Academy has been received.
51. The hirer shall not use the premises, or permit them to be used, for gaming or wagering other than lawful gaming carried out as an entertainment promoted for raising money to be applied for purposes other than private gain and complying with the provisions of the Gaming Act 1968.
52. The hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand; (agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
53. The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the premises or the owners and occupiers of neighbouring or adjoining properties.
54. The hirer shall vacate the premises by 20:00 Monday to Friday unless a prior arrangement has been made. On Saturday and Sunday, the premises should be vacated by the pre-agreed time.
55. The premises will be made available throughout the year with the exception of:
 - a. Public holidays and Academy closures for religious festivals
 - b. The Academy Christmas break. This is subject to the Academy's discretion.
 - c. Any programme of building works or refurbishment which may impact on the use of the premises
56. Staff offices and staff rooms are not available for hire and may not be used at any time.

Vehicles and Parking

57. Any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
58. Where car parking is permitted, the hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner and according to any directions given by the Academy.
59. Cars are parked on the Academy premises at the owner's risk.

Lost Property

60. The Academy does not accept any responsibility for damage or loss (including theft) of any articles of property brought, deposited or left by the hirer, his/her guests, agents or any member of the public at the Academy during the period of the hire. The hirer must make his/her own insurance arrangements to cover such items.

Indemnity

61. The hirer will hold harmless and indemnify the Local Advisory Body and the Academy in respect of any loss, liability claim, damage, penalties or proceedings whatsoever arising under Statute or Common Law including death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring.

Security

62. If, due to the nature of the activity/use, the Academy considers it necessary to make special arrangements for the security of the premises, the cost associated with this shall be met by the hirer.
63. In the event of triggering of the Academy alarm system the hirer shall immediately contact M&J Security on 01202 426295. A charge may apply where the hirer is responsible for accidental alarm activation.
64. A designated member of Academy staff is named on the Booking Confirmation.

Promotional Literature and Publicity

65. Any promotional material or publicity making reference to the Academy shall be approved in advance by the Academy. The Academy telephone number must not be shown on hirer advertising materials or provided to guests/attendees.

Access and Key Collection

66. The Academy employs its own key holder who will unlock and lock the premises for the times specified within the booking confirmation form.
67. Where required, the hirer shall liaise with the Site Manager regarding practical arrangements associated with the hiring.
68. At no stage will the hirer be allowed to hold keys for the premises or take responsibility for locking or unlocking the premises

TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES AND ACTIVITIES

Film or Theatrical Performances

69. The Academy performance license does not apply to the performance of dramatic or musical works if performed in their entirety. For the performance of such works the hirer must obtain the permission of the owner of the copyright. It is the responsibility of the Hirer to obtain a license if it is intended to play recorded material.
70. The Academy premises are not licensed for public entertainment. If appropriate, a Temporary Events Notice (TEN) must be applied for from the Licensing Authority. TENs apply when :
 - a. The event lasts less than 96 hours
 - b. There are less than 500 people present
 - c. There is more than 24 hours between events
71. No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Academy against any penalty or sanction for any infringement of copyright which may have occurred during the letting period.
72. No film or video shall be shown in the hired area without the prior consent of the Academy who may require the hirer to give a preview of the film to such persons as directed.
73. It is the hirer's responsibility to establish whether any license is required for their letting. The Academy accepts no responsibility for any consequence of failing to arrange appropriate licenses.

Catering Facilities

74. The Academy kitchen is only available for hire in conjunction with the hire of Academy premises, for community use activities and for private functions.
75. The hirer will be allowed to hire the kitchen throughout the year, with the exception of :
 - a) Public Holidays
 - b) Normal Academy Holidays – this use is subject to the Academy's discretion and whether re-decoration and essential repairs are being undertaken.
76. Separate charges will be made for use of Academy catering facilities. Where the accommodation hired includes Academy catering facilities, the following special conditions must be observed:
 - (a) use must be agreed in advance and approved by the Academy
 - (b) a designated member of the Academy must be present at all times when the Academy's catering facilities are being used and the cost borne
 - (c) Academy tea cloths must not be used
 - (d) the kitchen and all equipment must be left as clean as it is found and all rubbish removed
 - (e) Academy crockery and cutlery must not be used except by special permission of the Academy
 - (f) tables must be washed after use
 - (g) all breakages/faults etc. must be reported and paid for
 - (h) any other condition imposed by the Academy.
77. The hirer shall vacate the kitchen before the end of the letting and shall leave the kitchen in good order, as it was at the time of entry. The hirer must ensure that all their articles of property are removed. In the event of any article or property belonging to the hirer or any contractor or any other person, being left in the kitchen after the time booked the Academy shall be entitled to remove the same and the cost of their doing so shall be paid by the hirer.
78. The role of the member of the Site Team is:
 - a) to show the hirer the facilities available including all relevant features of the kitchen
 - b) to ensure that the hirer uses the facilities specified properly and are left in good order
 - c) to advise on the use of facilities to meet health and safety requirements.
79. The hirer must not use, unless with prior arrangement with the Academy, the following equipment:
 - a) fridge, freezer or larder store
 - b) pots, pans and cooking utensils

- c) specialist equipment such as slicers, blenders, mixers, microwaves etc.
- 80. The Academy reserves the right to decide on the number of Academy employees required to supervise and also cancel and hiring, or where possible, offer alternative accommodation at another venue.
- 81. If, during the hiring, the hirer commits a breach of any of these regulations, the right is reserved by the Academy or its nominated representative to terminate the hiring forthwith, as well as any further applications for the hiring of the Academy kitchen.
- 82. Hirers are advised to bring their own cleaning materials i.e. dish cloths, washing up liquid etc. If the Academy's materials are used, an appropriate charge will be made and deducted from the deposit.

Monitoring and Review

This policy is monitored by the Principal, Director of HR and Compliance and the Local Advisory Body, and will be reviewed annually. However the Academy reserves the right to amend the policy at any stage to comply with statutory or other requirements.