



OAKFIELD ACADEMY

BELIEVE AND ACHIEVE

Lettings Policy

This is an ADDITIONAL policy
Recommended for review by finance committee every year

**Written/
Reviewed by: Business Manager/SLT**

Approved by: Finance Committee

Ratified on: 7th July 2020

Next review due: July 2021

The academy wishes to help provide groups in the community with places to meet outside of normal school hours whilst also considering the cost involved to the academy and the useful source of extra income. This is an excellent link between the academy and members of the local community whilst making funds available for the benefit of the pupils.

All hirers of the school premises will be made aware of the hire costs, terms and conditions including insurance requirements before the hire and the agreement signed.

The charges made for the use of the academy do not set out to generate large sums of money for academy use but are intended to be a fair, representative cost of hiring facilities. Hirers should be aware that even if they are arranging activities that may be for the benefit of some Oakfield pupils, these will not be subsidised by the academy.

Hire charges are reviewed annually by the Finance Committee. The charges will cover any costs incurred i.e.; heating, lighting, cleaning, inflation.

Certain areas of the grounds and buildings are available at evenings and weekends for hire by groups and organisations. Any group or organisation may hire the school but the Headteacher and Governors reserve the right to accept, refuse or postpone any booking without having to disclose the reason. If a conflict arises between a school function and a booking made by any hirer, the school activity will always take priority. In normal circumstances advance notice will be given but there may be occasions when this is not possible. Any cancellations made by the academy will result in the hirer not being charged for that session and the next invoice will reflect this.

All communications regarding letting arrangements should be addressed to Simon Millard, Premises Manager at SMillard@educ.somerset.gov.uk or Kelly Palfrey, Finance Officer at KPalfrey@educ.somerset.gov.uk regarding invoices. Communications should always be by e-mail or letter.

TERMS OF HIRE

- Each group hiring the facilities must complete and sign an 'Application form for Hire of Academy Facilities' prior to hire commencing. This must be approved by the Premises and Business Manager who will consider the application. If approved the Premises Manager will contact the person applying to confirm the acceptance of the conditions of hire. This will be within one week of receiving the application.
- The person applying to hire the facilities must be over 18 years of age
- Where the hirer is signing the application form on behalf of a club or organisation, that club or organisation shall also be deemed to be the hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions. Should there be any default of payment by that club, the person signing the form shall be deemed personally liable.
- Regular hirers who have been using the school for a long time, or are known to staff at the school, are trusted to carry out their own unlocking and locking of the premises and have been given a security fob/keys to the appropriate area of the school.
- The facilities will be used solely for the event described on the application form. If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the facilities are used.

- The hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the facilities are used.
 - A qualified supervisor must be present during all activities of a hazardous nature, ie; karate, gymnastics, judo or where the hiring organisation is a youth group.
 - It is the hirers' responsibility to provide first aid provision during the hire period.
 - The hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the facilities and to ensure that guests are restricted to the facilities and to the necessary means of access thereto.
 - The behaviour of all persons attending the academy for this booking is the responsibility of the hirer.
 - The hirer shall be responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the period of the hiring however and by whosoever caused, together with any additional expenses and/or consequential losses arising from the damage or loss.
 - The academy shall not be liable for any loss or damage to the property arising out of the hire, nor any loss, damage or injury which may be incurred by or be done or happen to any person/s using the academy's facilities during the hiring, arising from any cause other than the negligence of the academy, its servant or agent.
 - Hirers must ensure they have adequate insurance which must include, Public Liability Insurance.
 - All users should be aware that after each activity, they must leave the academy in a clean and tidy condition and that school equipment may only be used with the express permission of the appropriate Head of Department via the Premises Manager.
 - Fire exits must not be blocked or locked, nor furniture, equipment or other obstructions be placed in corridors during the hiring.
 - The hirer must familiarise himself/herself with the emergency procedures for fire, first aid and report any accidents to the Premises Manager at the earliest possible convenience.
 - The hirer will not have access to the academy telephone - hirers will need a mobile phone for use in an emergency.
 - Smoking (including e-cigarettes) is not permitted anywhere on the academy site.
 - Animals, other than guide dogs are not permitted anywhere on the academy grounds. This is purely for hygiene reasons.
 - Vehicles are parked at the owners risk whilst on academy property
 - The hirer is solely responsible for the adequacy, suitability and safety of all equipment brought on to the premises. All mains powered electrical equipment brought onto the premises must be safe and have a valid test certificate.
 - It is the sole responsibility of the hirer to obtain any necessary licences, appropriate to the activities organised, the sale of drinks for the performance of plays and similar productions and for the playing of pre-recorded music.
 - The charges made to regular users of the academy do not include a premium for caretaking and cleaning costs. One-off users will be charged a rate that reflects this.
 - Should there be any problem with the cleanliness or tidiness following a hire of premises, the academy reserves the right to make a charge to cover additional costs and in extreme cases cancel any agreement with the hirer with immediate effect. No refund will be given in this case.
- Invoices for Lettings will be requested by the Business Manager or Finance Assistant.

Invoices will be sent out on a termly basis or per booking, whichever is appropriate. No VAT will be charged.

- Termly hire must be paid for in full unless a session or sessions are cancelled by the academy in which case the hirers invoice will be amended accordingly. If the hirer does not use the area they have hired during the 'term' for their own reasons they are still liable for the full charge for that term.
- Cancellation by the hirer of any agreement must be made prior the start of the following term. No refunds will be given for future cancellations made during the term.
- Full payment of all invoices must be paid within 30 days of the date of invoice. Failure to do this will mean the letting is cancelled but the debt still remains.
- Failure to pay an invoice after 60 days will result in legal action being taken by the academy
- The Headteacher, or their representative, may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.
- The Headteacher and/or Governing Body reserve the right to vary these conditions at any time without notice or to make special arrangement in any particular case.