



# THAMES LEARNING TRUST

Name of Policy	Academy Lettings Policy
Scope of Policy	This policy applies to all Academies within The Thames Learning Trust
Approved by	Finance and Resources Committee
Date of Approval	July 2023
Review period	Annually
Review Date	July 2024

GROWING STRONGER TOGETHER



# THAMES LEARNING TRUST

## Key points and summary

1. Thames Learning Trust (TLT) aims to ensure the use of the Academy's facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of the learners and secondly if appropriate, for local people consequently providing the Academy with financial income.
2. 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 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.
3. The emphasis is to ensure staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements. The policy is part of the Safeguarding and Health & Safety suite of policies.
4. This policy covers the following academies Reading Girls' School, Battle Primary Academy, Phoenix infant Academy and Baylis Court School, hereafter referred to as Academy/ Academies. Noting each school's viability to provide lettings will be determined on a school-by-school basis, with any recommendation submitted by the Director of Finance to the Board of Trustees for endorsement.

Approved on (GB): Approved by Audit, Finance & Resources Committee -Chair 12 July 2023

Agreed by Chair of Board: 12 July 2023

Review date: July 2024

Responsible for review: Director of Finance

Published on website: September 2023

## Responsibilities

5. Overall responsibility for Academy lettings is held by the Trusts Board who monitor the policy through the Finance & Resources Committee. The Chief Executive Officer and Finance Director have responsibility to ensure adherence of the policy and practical responsibility for the policy is delegated to the Site Manager and appropriate duty site operatives.

## Site Manager Responsibilities

6. 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. The Finance office will confirm bookings by letter and issue contracts. To maintain a booking chart. To maintain contact with hirers. To inspect insurance documentation.

## Trust Finance Office responsibilities

7. To raise invoices and keep track of payment. To advise the Site Manager of any outstanding invoices. To initiate legal proceedings in the case of bad debtors after consultation with the Director of Finance.

## Duty Site staff responsibilities

8. 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.

## Charges & Bookings

9. All charges are to be reviewed annually by the Director of Finance and set at a commercially viable rate. Any discounts or variations to the published pricing given to users will be at the discretion of the Director of Finance.
10. Charges for cancellations will be applied as per paragraph 3.4 of the terms and conditions.

## Invoicing

11. Invoices will be issued monthly as per the terms and conditions for the hire of facilities.

## Bookings

12. The Academy will only take long term bookings once it is satisfied with the purpose of use and has undertaken any necessary due diligence regarding the customer. The Academy will not normally undertake one – off bookings. This will be at the Finance Directors discretion.

13. 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 Manager and Duty Operatives availability, the number of other lets, coinciding and the suitability of our accommodation.
14. 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).
15. The Academy requires any electrical items used to have a PAT certificate.
16. The Site Manager will monitor the number of people on site with regard to safety in the event of a fire and insurance.

### Safeguarding

17. The Academy adheres to the Keeping Children Safe in Education (KCSI) as part of our commitment to education and the young people in our community. All hirers that have U18's within their care are subject to comply with new KCSIE regulations as of September 2023.
18. If the Academy receives an allegation related to an incident that happened when an individual or organisation was using our premises for hire, the Academy are required to follow our own safeguarding policies and procedures.
19. 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.

A responsible person from the Hirers organisation should be present on the premises always during the period of the letting. This person should make themselves aware of their responsibilities and make themselves known to the letting supervisor on arrival.

Children under the age of 16 must be supervised at all times by the Hirer designated person

### Complaints Procedure

20. In the event of a hirer being dissatisfied with the facilities or service, the Academy will investigate in line with the Complaints Policy. The complaint should be put in writing and sent to the Site Manager, who must inform the Director of Finance.

## Terms & Conditions

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 conditions.

### 1. General Conditions

- 1.1. The Hirer must be over the age of 18 years; have completed the Application for Hire form and have adequate Public Liability Insurance cover in place (see section 9).
- 1.2. The Hirer is required to include preparation time and clearing-up time on the Application Form. Academy premises are not available for hire during normal term time Academy hours or later than 9pm. All other times are by negotiation and need to be agreed by the Director of Finance. The Academies are not available for hire on Bank Holidays or between 24<sup>th</sup> December and 9<sup>th</sup> January.
- 1.3. The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor 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.**
- 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. The Hirer is financially responsible for any theft of Academy property during the period of the letting. The Hirer has responsibility to indemnify the Academy for all claims made because of damage or theft during the time of their letting.
- 1.10. **No intoxicating liquor shall be included in the refreshments available at any functions.**
- 1.11. Parking is permitted in the car park (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The Academy cannot accept liability for valuables or possessions or the car itself that are lost or damaged in any way on or off the Academy premises.
- 1.12. Regular hirers of sports facilities are assumed to attend each week and must notify the Academy of any absence without delay by contacting the Site Manager . A charge is levied whether or not the facility is used.
- 1.13. Hirers are responsible for getting out and putting away in the appropriate place, all sports equipment used in the appropriate place.
- 1.14. All furniture should be returned to its original position at the end of the let.
- 1.15. The Trust prohibits the use of fireworks.
- 1.16. No candles are permitted on site.
- 1.17. No smoking is allowed on the Academy site.
- 1.18. Refreshments may only be consumed in the dining hall. No food and drink may be served or consumed in or any other areas unless the Site Manager has given prior approval.
- 1.19. Authorised Officers of the Academy may enter the premises at any time for any reason during the let.
- 1.20. The Academy may terminate the letting immediately if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.

- 1.21. Any event deemed to bring the Academy’s good name into disrepute can be cancelled at any time by the Academy
- 1.22. The hirer is responsible for carrying out a risk assessment. The Academy requires 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 as soon as possible.
- 1.24. It should be noted that unless prior agreement has been given by the Academy, no equipment can be left by the hirer on the Academy site. If agreement has been given then equipment left is at their (hirer) own risk and responsibility. The Academy will not be liable for any loss or damage occurred.

**2. Booking Charges with effect from 1st September 2023 (subject to change with 4 weeks’ notice provided to hirers)**

Hall and Dinning area	£38 per hour	+ £250 Security deposit (refundable)
Sports Hall	£43 per hour	+ £250 Security deposit (refundable)
Sports Hall (Half)	£25 per hour	+ £250 Security deposit (refundable)
Dance studio	£25 per hour	+ £250 Security deposit (refundable)
Any Other Areas	To be discussed with Director of Finance	TBC

**3. Payment**

- 3.1. Payment to be made via Bank Transfer only and payable to Thames Learning Trust or the specific Academy you are seeking a Hire arrangement from. The Security Deposit of £250 is also payable at the time of booking and is refundable provided that the Academy has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the Academy will contact the Hirer at the earliest possible opportunity.
- 3.2. All returned security deposits will be made by BACS to the original payee.
- 3.3. For ‘new’ block bookings for regular hires will be invoiced one month in advance for a period of 12 months. Thereafter after an established relationship has been built and to support the cash flow of hires, invoicing will take place after usage.

3.4. Cancellation charges are applied as follows: -

**7 days or less notice – no refund.**

3.5. 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 or expenses incurred in publishing the event in respect of such cancellation.

**4. Site Manager and Duty Site Supervisor Responsibilities**

4.1. The Site Manager /Duty Site Supervisor is the Academy's representative and is responsible for staying on site throughout the period of the letting and making sure that, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy
- b) That the premises are in a safe and satisfactory condition for the Hirer
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) 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
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) 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
- g) 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.
- h) Duty Site Supervisors cannot change any aspect of these Conditions of Hire.
- i) Duty 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.
- j) 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.



k) The duty supervisor cannot accept and gifts or remuneration of any kind from the hirers.

## **5. Health and Safety**

- 5.1. 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.
- 5.2. It is illegal to smoke (including e-cigarettes) on any part of the Academy site.
- 5.3. 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 neighborhood or would interfere with any existing occupations or Academy activity. Hirers are requested to respect the Academy's neighbours' rights.
- 5.4. 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.
- 5.5. 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.
- 5.6. If the Hirer discovers a hazard in regard to access to the Academy's premises, they should take immediate action to ensure the Academies' letting representative is informed.
- 5.7. The Hirer should include in their risk assessment how they are going to contact emergency services.
- 5.8. The Hirer is responsible for arranging first aid provision for the period of hire.
- 5.9. 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 his representative) is present.
- 5.10. 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.
- 5.11. Any electrical equipment brought on to the premises must have up to date PAT tested certificates.
- 5.12. 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.

## **IMPORTANT NOTICE**

The Environmental Health Officer of Reading Borough Council issued the Academy with a Notice (July 1994) acting under his powers for the control of pollution and noise abatement. **This Notice prohibits loud music in the Academy Hall by hirers at any time.** It is essential that this condition is complied with. Noise must not be above the normal level created by conversation or small groups of live singing. Music may be played quietly but may not be played at a level that could be considered to be a nuisance. The arbiter of the noise level is the Duty Site Supervisor and any failure to comply with his or her instructions will lead to the cessation of the event.

## 6. Additional facilities

- 6.1. 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 tack on any surface is prohibited.
- 6.2. The use or movement of Academy's piano is granted only on application to the Academy and must be carried out under the supervision of the Duty Site Supervisor.
- 6.3. No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.
- 6.4. Use of the Academy's facilities, such as audio-visual equipment, computers and photocopiers is not allowed.
- 6.5. The Academy must be advised if food is being brought onto the premises. Cooking is not permitted on site. An urn will be provided for the purposes of making hot drinks. No portable cooking equipment is allowed on the premises. Sinks may be used but not the sterilising sinks. No other equipment such as pans, cutlery or plates may be moved or used. The kitchen, including cookers, work-tops, sinks and floors must be left clean.
- 6.6. The use of a film projector with non-flammable films may be permitted on request.

## **7. Applications by External Organisations Providing Activities for Children and Young People**

- 7.1. To ensure that all organisations who use the premises comply with the guidelines recommended by the Local Safeguarding Children Board and Department of Education (DoE), detailed below are some requirements we expect all organisations to be able to answer and provide evidence of, where requested:
- a) The point of contact for access to the file of professional and character references of all staff that have contact with children.
  - b) A Child Protection Policy (KCSIE 2023) which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.
  - c) Copies of enhanced DBS checks on all staff before they are left unsupervised with children under the age of 18.
  - d) A record of appropriate qualifications, training (which must include up to date Safeguarding training) and registrations held by staff.
  - e) Registration details with an appropriate registered body as applicable.

## **8. Insurance Cover**

- 8.1. Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- 8.2. 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.
- 8.3. The Academy will not provide insurance cover.
- 8.4. Where the hire is a concession, insurance will be applied to the full hire charge before any concession is applied.
- 8.5. Where the hirer charges members of the public for the service it is hiring the premises for, the hirer may be deemed to be a profit-making concern. It will therefore be the responsibility of the hirer to provide evidence of adequate Public Liability Insurance cover as in 8.2 above as the Trusts Insurance cover will not suffice. The Public Liability Insurance must be taken out in the name of the organisation/business and not in the name of an individual. If the hirer cannot provide evidence of adequate cover, the hire will not be permitted. Further clarification can be sought from the Trusts Finance Office.

## 9. Copyright and Public Performances Licenses

- 9.1. The requirements in connection with the issue of licenses 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.
- 9.2. No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society.
- 9.3. 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.
- 9.4. 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.

## 10. Health & Safety

- 10.1. In the event of a fire, the fire brigade require information so that they know:
  - Are all persons accounted for?
  - The location of the fire.
  - The best route to the fire.

- 10.2. Please note the following:

***If you detect a fire, do not put yourself at risk but activate the alarm by breaking the glass. A continuous bell will sound. The assembly point is on the grassed area beyond the all-weather pitches. (see the evacuation procedure provided to each hirer)***

**Outside normal hours means:**

- 10.3. After 6pm Monday to Friday, all day Saturday, all day Sunday and when the Academy is not in session during holidays.

**Instructions:**

- All personnel must evacuate the building.

- Do not go through the building to the assembly point (grassed area beyond all-weather pitches).
- Do not use the lifts.
- Do not re-enter the building till the duty site manager building has given the all clear.

### **Evening Site Supervisor responsibilities**

- 10.4. The Evening Site Supervisor is responsible for establishing the location of the fire/emergency and directing the Emergency Services and all staff on site. The Evening Site Supervisor must ensure a list of hirers and staff on site is readily available. The Evening Site Duty Supervisor should advise the Site Manager of the incident, at the earliest appropriate time.

### **Thames Learning Trust staff responsibilities**

#### ***SEE EVACUATION PROCEDURE***

### **Organiser responsibilities**

- 10.5. Each let should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. **If any person is missing, they are responsible for advising the evening site supervisor.**
- 10.6. **It is the responsibility of the hirer of the letting to obtain the contact details of the site supervisor prior to the time of the letting**

### **Cars on site**

- 10.7. Please do not leave cars in a position that may obstruct the evacuation of the building or the entry of emergency vehicles.

### **Vandalism**

- 10.8. *Misuse of fire extinguishers is unacceptable; it is a criminal offence. Misuse is potentially dangerous and may threaten everyone's safety. Any person caught misusing firefighting equipment will be charged £100 i.e. the cost replacement and fitting .*

APPLICATION FOR HIRE OF ACADEMY PREMISES

Name of Organisation/Business							
Registered Address of Organisation/Business (for invoicing purposes)							
Nature of Organisation/Business							
Contact Name (if different from above)							
Contact Address (if different from above)							
Telephone number(s)							
Type of Activity							
Area(s) to be hired							
Date and times for Hire/Function ( <i>For Single Use</i> )							
Date: ___ / ___ / 20                      Time: From.....To.....							
<b><i>Please note: You must include sufficient time to prepare the Hall and clear up when indicating the hours you require.</i></b>							
For <b>regular use</b> , please tick day required.	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time							
<b>Full time / Term time only            (please delete as applicable)</b>							
<b>Dates of hire:</b>							
Numbers attending							
Main Hall							
Dance studio							
Sports hall							
<b>Charges</b>							
Main Hall	£38 per hour						
Dance studio	£25 per hour						
Sports hall	£43 per hour (£25 per half hall)						

*I represent a non-profit making charity/organisation, have provided proof of my status and also have provided proof of my own adequate Public Liability Insurance cover.  
(please tick if applicable)*

*I have read the Conditions of Hire and discussed the hiring of the premises with the Academy. I agree to abide by all the conditions.*

\*Signed (on behalf of the hirer) ..... Date: .....

Print Name..... Date: .....

Signed (on behalf of Thames Learning Trust) .....

\*Please sign and date this form and return to the link officer at the Academy you are seeking a Hire arrangement from.

For a single hire of premises, please also enclose a cheque for 50% of the total cost of hire plus £250 deposit. BACS Transfers must be made payable to Thames Learning Trustor the specific Academy you are seeking a Hire arrangement from.