

1. Aims

- 1.1. The Governors of Great Western Academy believe that the school is built for the benefit of the community and aim to work with community groups and leaders. The Governing Body welcome the opportunity for the buildings and facilities to be used by local groups for the benefit of the community in addition to the provision of excellent education to our students. The hire of our facilities is welcomed, however, use for school functions will take priority over other lettings.
- 1.2. Unlike other schools within the area, the Academy offers students an extended school day which enables them to benefit from enrichment activities. This means that students will be on site from 8.30 am – 4.30 pm from Monday to Thursdays and from 8.30 am – 3.10 pm on Friday. It is intended that no lettings will take place during this time, unless in exceptional circumstances.

2. Review

- 2.1. This policy will be reviewed annually and agreed by the Governing body.

3. Definition of a letting

- 3.1. A letting may be defined as:
“Any use of the Academy buildings and grounds by parties other than the school and its partners. This may be a community group (such as a local music group or sports team) or a commercial organisation (such as the local branch of a national slimming club).”
- 3.2. The Governing Body has agreed to define lettings under the following categories:
 - 3.2.1. Academy activities deemed as lettings are not chargeable, this includes but is not limited to parents’ evenings, Academy performances and Governors’ meetings.
 - 3.2.2. Community lettings for other community activities which should be made on the basis of full cost recovery
 - 3.2.3. Commercial lettings for other activities which should be made on the basis of full cost recovery.

4. Charges

- 4.1. The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use (Appendix 2).
- 4.2. The scale of charges will be reviewed regularly by the Governing Body for implementation from an agreed date. Details of current charges will be provided in advance of any letting being agreed.
- 4.3. For the purpose of charging, the Principal and Business Manager are empowered to determine whether any discounts can be applied or agree a subsidy for any lettings as they deem appropriate.
- 4.4. The Academy is constrained by law to apply value added tax (VAT) to all transactions where this is appropriate.
- 4.5. The minimum hire period will be one hour. The Academy reserves the right to charge for any damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating the additional costs for cleaning, caretaking or other expenses.
- 4.6. Charges will be calculated to include setting up and clearing up time. Where a hirer exceeds the planned times, a supplementary charge may be made.
- 4.7. The Academy will seek to recover any cost incurred that is unavoidable and results directly from the cancellation of a letting. The timescale and charges for cancellation are set out in the Terms and Conditions of Use.

Policy Owner	Mrs E Frobisher – Business Manager
Date of Last Review	September 2021
Date of Governor’s Meeting	December 2021
Date of Next Review	September 2022

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5. Conduct of users

This is set out in the Terms and Conditions for Use of Academy Premises. (Appendix 1)

6. Security

The Principal has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

7. Management of Lettings

- 7.1. The Governing Body has delegated day-to-day responsibility for lettings to the Principal in accordance with the Governing Body's policy. Where appropriate, the Principal may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.
- 7.2. If the Principal has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Governors.
- 7.3. The Academy should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc., that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance.
- 7.4. The Academy does not hold a licence for Public Entertainment. Where a licence may be required, the event organiser will be responsible for seeking advice and ensuring that a licence is obtained where necessary, providing documented proof to the Principal and ensuring conditions are observed.
- 7.5. An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

8. Consideration of applications for letting

- 8.1. Organisations seeking to hire the Academy premises should follow this link to create an account:
gwacademy.schoolhire.co.uk
- 8.2. Once you have filled in the fields you will be logged in automatically and slots will be available to book. We will hold your slot for a period of time until confirmation is sent to you.
- 8.3. Bookings are usually approved within 24 hours up to a maximum of 7 days at which point the booking will automatically expire. You will receive a confirmation email once your booking is approved and your payment card will be charged at this point. Your booking is not confirmed until you get an email confirming that your booking has been accepted.
- 8.4. The Academy Office will review the enquiry with consideration to:
 - 8.4.1. The availability of the facilities and staff
 - 8.4.2. The Academy's equal opportunities, health and safety, child protection policies
 - 8.4.3. The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

9. Payment and cancellation

- 9.1. If you are making a long-term regular booking (block booking) you are presented with two options:
 - 9.1.1. Payment in full at the time of booking
 - 9.1.2. Payment schedule

If you choose to split your payment, you will see a schedule appear detailing exactly when the payments will be debited from your bank account.

- 9.2. Any Visa or Mastercard debit or credit card. Foreign cards and American Express are not accepted.

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- 9.3 If any payment gets rejected a reason will be given. Please check that you have enough funds in your account.
- 9.4 The bank account associated with your bank account will be checked for cleared funds at the point of booking and the necessary funds blocked. Your booking will then come to us for review, modification (if necessary) and then acceptance. Once your booking has been accepted your bank will be debited.
- 9.5 If you want to amend or cancel your booking you can make a request by going into your 'My bookings' section and clicking on 'Actions' and then either 'Request cancellation' or 'Amend booking'.

10. Academy responsibilities

- 10.1. Provide the Hirer with all relevant health and safety information identified in the Terms and Conditions of Hire and to present the premises in a safe condition for the event.
- 10.2. Ensure the buildings are opened on time and locked securely after the letting has finished

11. Insurance

- 11.1. All hirers must ensure that appropriate insurance is in place for the purpose of hire and is sufficient to cover all its legal liabilities for accidents resulting in injuries to persons and/or loss of or damage to property, including the hired premises. This insurance will be requested to be seen by the Academy prior to confirmation of booking.
- 11.2. All persons hiring the premises must have sufficient Third Party Liability Insurance to satisfy the schools hire terms and conditions
- 11.3. During the period of hiring, the Hirer shall be held responsible for all damage, losses, claims and costs arising out of the use of premises/grounds, and shall indemnify the Governors for any claims arising from accidents whether fatal or otherwise to any employee or agent and to any member of the public and to third parties, caused as a result of the hiring, except where due to the negligence of the school, its servants or agents.

12. General information and terms and conditions of hire

- 12.1. Once your booking has been confirmed this signifies a binding contract and records that the named person hiring the school (The Hirer), understands and will fully comply with the Terms and Conditions of Hire.
- 12.2. All Hirers agree to abide by the Terms and Conditions or Hire as attached in Appendix 1 which cover Safeguarding, Health and Safety, Public Safety and General Information pertaining to the hire of the school premises. Hirers may be asked to provide confirmation of DBS checks and First Aid provision.

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Appendix 1 – Terms and condition of the hire of the premises

Use of the Facilities at the date(s) and time(s) agreed, are under the following conditions

1. Payments and Cancellation

- 1.1. The fee for use of the Premises is payable in advance unless prior arrangements have been made
- 1.2. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges
- 1.3. If payment is not received by the due date, the Governors reserve the right to cancel the hiring.
- 1.4. If the Hirer cancels the hiring of the premises, the Governors will be entitled to retain the whole of the lettings fee paid in respect of the cancelled hiring. However, if notice is received by the Academy at least 14 days before the hiring was to take place, the Governors, at their discretion, repay the Hirer an amount not exceeding 50% of the fees.
- 1.5. If additional cleaning is required or there is damage or breakages to Academy property, the Academy reserves the right to recover the costs incurred from the Hirer.
- 1.6. The Hirer will pay for all damage caused to any Academy property, including but not limited to fixtures/fittings/equipment as a result of the hiring.
- 1.7. The Hirer accepts that the Governors may at any time terminate or postpone any single or all bookings at its own discretion and any liability of the Governors for any loss in respect of the termination or postponement shall be limited to the return of any paid deposit only.

2. Sports facility conditions

- 2.1. Only footwear that is suitable for the activities being undertaken should be worn. Footwear that may damage the school floors must not be worn.
- 2.2. Where activities involve outdoor use, participants must ensure footwear is cleaned before re-entering the premises.
- 2.3. Studded boots or similar footwear must be removed before entry.
- 2.4. The Academy shall deem whether any pitch or field hired is fit for use and this decision shall be final.

3. General conditions

- 3.1. Applications will only be accepted for a maximum of one year between the 1st day of September and the last day of August of the following year.
- 3.2. The Academy will provide a clean and tidy room, all heating and lighting, use of toilets and cloakrooms (in common with others), furniture as specified.
- 3.3. A member of the Academy's Site Team will be present to unlock and lock the premises, but will not always be available during the period of hire. The Hirer will be provided with their contact details and may contact them during the duration of the hire if necessary.
- 3.4. The Premises must be vacated on time and left in a clean and tidy condition, all equipment should be returned to the correct place of storage. **If this condition is not adhered to, an additional charge may be made.**
- 3.5. Public areas within the school i.e. main entrance and dining area, reception and corridors are not to be used for ad hoc activities unless specifically booked as part of the hiring.
- 3.6. Posters/displays must not be stuck to the wall. Decorations of any kind shall not be permitted other than purely temporary arrangements which require no permanent fixing.
- 3.7. The Hirer shall not sub-let the premises to another person.
- 3.8. The hirer will allow access at all time to Academy members of staff or their representatives.
- 3.9. Nothing in the Lettings Process is intended to have the effect of giving exclusive possession of any part of the Academy to the Hirer or of creating any tenancy between the school and the Hirer.
- 3.10. The Hirer must be aged over 18.
- 3.11. No alcoholic drinks may be consumed anywhere on the Academy premises unless the Governors have given their express consent and all relevant licences have been obtained by the Hirer.
- 3.12. No drugs shall be brought onto or consumed on the premises

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- 3.13. Any person thought to be under the influence of alcohol or drugs must be refused admittance.
- 3.14. No smoking will be permitted anywhere on the Academy premises (including in the grounds).
- 3.15. No illegal, indecent or immoral activity is permitted.
- 3.16. Noise levels must be contained to a reasonable level at all times and after 10.00 pm no noise shall be audible in any of the neighbouring houses.
- 3.17. No betting, gambling or gaming is permitted on the Academy premises
- 3.18. The Hirer may only use any allocated spaces for parking and ensure all roadways are kept clear and any “No Parking” sign duly respected
- 3.19. Animals with the exception of Guide Dogs are not permitted on the Site

4. Health and safety conditions

- 4.1. The Hirer is required to take the necessary and appropriate action to ensure that all relevant legislation and codes of practice for health and safety are met in full at all times
- 4.2. It is recommended that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event
- 4.3. Fire action notices are displayed throughout the Academy. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points
- 4.4. In the event of an emergency, all event attendees must leave the Academy by the nearest exit and assemble at the emergency assembly point. The Hirer is responsible for checking that all attendees are present to advise the emergency services if required.
- 4.5. The Hirer is responsible for making their own arrangements for first aid cover. Should an accident occur during the letting which causes injury to a person/s attending the event, the Academy accident book must be completed (this will be available from the member of the Academy Site Team on duty).
- 4.6. The Hirer must identify any equipment they intend to bring into the school on the Lettings application. This equipment should be brought into and removed from the Academy within the time booked.
- 4.7. No combustible materials may be brought onto the school site.
- 4.8. All electrical equipment brought onto the school premises by the Hirer must have a certificate of safety from a qualified engineer (PAT Certificate).
- 4.9. The Hirer will ensure that all activities are undertaken in a safe manner.
- 4.10. No open fires, candles or unauthorised electrical equipment shall be used on the Academy premises
- 4.11. The Hirer will be responsible for the health and safety of all persons on the Academy premises subject to this Premises Hire Agreement.
- 4.12. The Hirer will ensure that there is always a qualified person or persons is present during all periods of use where it would normally be expected or legally required that a qualified person or persons be present.
- 4.13. The Hirer must ensure that nothing is brought or stored on the Academy premises which may be offensive, noxious, illegal or dangerous and that may cause damage to the Premises or any other facilities or affect the health and safety of any person.
- 4.14. The Hirer must ensure that at any time it has sufficient stewards to prevent access to the Academy premises by any unauthorised third parties. They will be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given and for ensuring the preservation of good order for the full duration of the letting until the premises are vacated.
- 4.15. No food or drink may be prepared or consumed on the property without the direct permission of the school in line with the current food hygiene regulations.
- 4.16. For safety and hygiene reasons, no use of the kitchen will be permitted without prior agreement.

5. Licensing requirements

- 5.1. If the Hirer wishes to provide public music, dancing or other public entertainment, the Hirer must first obtain any necessary licence or copyright and provide these to the Academy in advance of the event if requested.
- 5.2. Broadcasting (sound or vision), filming or photographic rights cannot be exercised without the prior permission of the Academy.

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6. Safeguarding conditions

- 6.1. If a letting involves contact with the Academy's students or other young people, then
 - 6.1.1. The Hirer will be provided with a copy of the Academy's Safeguarding Policy as part of the booking procedure.
 - 6.1.2. The Hirer must submit evidence the appropriate policies and procedures are in place with regard to safeguarding children and child protection
 - 6.1.3. They must also provide evidence of current DBS check for all staff and others working closely with children.
 - 6.1.4. Youth groups must be supervised at all times by appropriately qualified adult
 - 6.1.5. The Hirer is responsible for supervising children/young people taking part in an activity until a responsible adult collects them.

7. Compliance with terms and conditions

Failure by the hirer to comply with any or all of the foregoing terms and conditions, 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.

