



SPARKEN HILL
ACADEMY

Lettings Policy

Adopted: June 2017

Reviewed date: September 2021

Revised: February 2022 Cancellation Terms updated

Reviewed: March 2022

Next Review: March 2023

Reviewed: February 2023 Scale of Charges updated

Next Review: February 2024

Reviewed: February 2024 Scale of Charges updated

Next Review: February 2025

Reviewed: February 2025 Scale of Charges updated

SPARKEN HILL ACADEMY | Sparken Hill, Worksop, Notts S80 1AW

INTRODUCTION

- ❑ Letting arrangements concern the use of the Academy premises accommodation and facilities outside of the normal Academy day.
- ❑ The Governing Body are responsible for the lettings of the Academy premises and for lettings charges.
- ❑ The Governing Body of Sparken Hill Academy Trust is responsible for letting arrangements. The Governors acknowledge however that the Finance & Personnel may issue directions

THE USE OF THE ACADEMY PREMISES

- ❑ Academy use of premises includes any activity initiated by the Academy. Such activities are those which relate to statutory educational provision which take place within individual Academy establishments and other Academy originated activities.
- ❑ No lettings fee will be charged for use of the premises for Academy activities.
- ❑ The Governors are not permitted to subsidise non-academy activities out of the academy budget.
- ❑ The Governors acknowledge that under the 1944 Education Act, the Education Authority is entitled to make use of Academy premises during Academy session times where the accommodation is not otherwise required for the purposes of the Academy. The Governing Body reserve the right to recover the cost of any expenditure they have incurred specifically as a result of the premises being used by the Authority. Where the Authority requests the use of premises outside of Academy hours the Governors reserve the right to charge an appropriate fee in accordance with the agreed scale of charges.
- ❑ The Site Manager will submit an incident report if he suspects that the letting or gathering has been used for political purposes not previously authorised by the Principal, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.

CONDITIONS OF HIRE

LETTINGS ADMINISTRATION & DOCUMENTATION

- ❑ The signatory of the application shall be the hirer, where an organisation is named in the application, that organisation shall be considered the hirer and shall be jointly liable with the signatory.
- ❑ The academy will raise a sales invoice to the hirer which must be paid upon receipt on either on either a monthly or termly basis, as agreed at the time of booking. Any occasional hiring fees should be paid with seven days of the hiring being approved.
- ❑ The fee payable for hiring shall be calculated in accordance with the scale of charges published. The Governors reserve the right to alter or revise these charges at any time.
- ❑ Academy facilities have first priority for the use of Academy premises outside normal Academy hours. The Principal has agreed to give any hirers of the Academy 1 months' notice of Academy activities which require the use of facilities used by the hirer
- ❑ The normal finishing time of any letting is 10 p.m. Any extension is subject to Governor's approval.
- ❑ The hirer may not sublet the letting of the Academy premises.

HOURS OF USE

Academy Building

- ❑ Mondays - Fridays 07.30 - 22:00hrs
- ❑ Saturdays 0800 – 22:00hrs
- ❑ Sundays, Public and Bank Holidays 09:00- 18:00hrs

Playing Fields and Multi- Games Area

Mondays - Saturdays 09.00 - 21:00hrs

Sundays, Public and Bank Holidays 10:00-18:00

Reason; to safeguard the amenity that nearby residents could reasonably expect to enjoy.

ACCESS BY NON-ACADEMY USERS / NON MEMBERS

There are two access points into Sparken Hill Academy Trust with only one vehicular access from Sparken Hill.

This is the only pedestrian route in respect of Lettings. The car park facilitates 60 car parking spaces to be used in the hours detailed above.

CHARGES FOR LETTINGS

The Governing body is responsible for setting charges for the letting of the academy premises. A charge will be levied which covers the following:

- ❑ Cost of services (heating & lighting)
- ❑ Cost of Staffing (premises management & cleaning)
- ❑ Cost of administration
- ❑ Cost of “wear & tear”
- ❑ Cost of use of academy equipment (if applicable)
- ❑ Profit element (if applicable)

SCALE OF CHARGES

In arriving at the scale of charges the governors have followed the principals set out below.

The scale of charges forms appendix A to this policy statement.

- ❑ Statutory users will not be charged – Academy based activities during normal school hours (8am – 6pm or time specific event out of hours)
- ❑ Category A – Private Users (Youth organisations up to the age of 18 years old) – Will be charged a nominal cost to cover cleaning, premises management, energy, wear & tear and administration.
- ❑ Category B – Private Users (Adult organisations) – Will be charged as category A plus an income margin for the school.
- ❑ Category C – Commercial Users - Will be charged at a commercial rate

Minimum charges:

The minimum hire period will be one hour for all facilities.

Value Added TAX

The governors are constrained by law to apply VAT to all transactions where this is appropriate, currently the academy is not VAT registered therefore no VAT will be charged.

CANCELLATION

By the Academy:

- ❑ If the Academy finds it necessary to cancel a booking, as much notice as possible will be given, an alternative suitable area may be offered where possible.
- ❑ The Academy will not charge for any periods that they have to cancel the letting of facilities.
- ❑ The Academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

By the Hirer:

- ❑ Cancellations must be given in writing with at least one months' notice.
- ❑ Cancellations will be charged at the standard rate unless the academy is able to re let the facility for the period cancelled.

REVIEW

The Academy Governors reserve the right to review and amend this policy statement, the conditions of hire, the administration of lettings and the scale of charges from time to time as appropriate. The governors will review this policy at least annually.

FURNITURE & EQUIPMENT

- ❑ Where additional equipment is required by the hirer this would be through prior agreement and may incur additional costs. Any equipment belonging to the hirer will be the responsibility of the hirer, the academy will not be responsible for any loss or damage to equipment stored on the premises (by prior arrangement).
- ❑ The academy telephones are not for use by the hirer and therefore the hirer should be in possession of a mobile phone in case of emergency.
- ❑ The hirer must not remove or stand on academy furniture and equipment or remove other fixtures and fittings.

CONDITION OF FACILITIES

- ❑ The hirer shall be responsible for any costs incurred for making good re any damage caused to the premises or other property of the academy. Any damages or breakages must be reported.
- ❑ If hiring the external grounds to include sports pitch, this must be left in a clean and tidy condition. No food, rubbish or other belongings of the hirer should be left on the academy premises. Should additional cleaning be necessary, repairs to grounds or surfaces the costs will be re charged to the hirer.
- ❑ The hirer shall not make any alterations or addition to the premises, this includes nails, tacks, and screws nor shall any decorations or other articles be fixed to include objects with adhesive.

HEALTH & SAFETY

- ❑ The hirer must ensure that activities are conducted under adult supervision in a manner unlikely to cause inconvenience to neighbouring property or the public.

- ❑ All hirers must take reasonable care of their own health & safety and that of any other persons who may be affected by their acts.
- ❑ During the period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or contrary to the conditions in this document.
- ❑ IN CASE OF FIRE it is the responsibility of the hirer to familiarise themselves and other users of the premises with the fire alarm positions, the location of the fire fighting equipment and the academy exit routes.
- ❑ Hirers are responsible for making their own arrangements for the attendance of a (current) first aid trained person and for carrying their own basic first aid equipment.
- ❑ No items of a flammable, dangerous or noxious character may be brought on to the premises, including fireworks, confetti or gas.
- ❑ Smoking is not allowed on the premises at any time; this does include all external areas within the perimeter of the academy grounds.
- ❑ At the end of the hiring the hirer will be responsible for ensuring the hired premises are left in a safe and secure condition.
- ❑ Dogs other than guide dogs or other assistance/therapy dogs shall not be allowed on the premises at any time.
- ❑ Any access control cards or keys are the responsibility of the named person or persons and should not be passed to any others without direct permission from the academy personnel, these must be kept secure at all times and reported to the academy immediately in the event of them going missing.

INSURANCE

- ❑ Insurance – The academy ensures the premises are insured. However it is the responsibility of the hirer to ensure that the activity is suitably insured (this being public liability insurance of no less than £5,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises). A disclaimer will need to be completed and a copy of the insurance certificate provided prior to hire commencing.

INDEMNITY

- ❑ The hirer hereby indemnifies the academy trust against any liabilities, loss, damage, costs and expenses arising directly or indirectly as a result of the hirer's use of the premises.

SAFEGUARDING

Any safeguarding incidents that arise during the period of hire (outside school hours) are the responsibility of the hirer. However Sparken Hill Academy Trust recognises the need to safeguard and promote the welfare of all children therefore the following must be applied by the hirer.

- ❑ All organisations that involve children under the age of 18 years must have a safeguarding policy in place. A copy of this policy must be attached to the application form when it is submitted and will form part of your hire agreement.
- ❑ The policy must include confirmation that DBS checks and risk assessments are carried out.
- ❑ The policy must be reviewed annually.
- ❑ If you do not supply a copy of your safeguarding policy, or if information contained in your policy does not provide assurances that staff and volunteers are DBS checked, your application to hire the premises will be refused.

LICENSES

- ❑ It is the responsibility of the hirer to obtain and pay for any necessary licenses required in connection with the letting, these will then need to be produced for scrutiny by the Governors.
- ❑ No betting, gaming or gambling is allowed on the premises.

GENERAL

- ❑ The Governing Body does not accept liability in respect of parked vehicles at the Academy site which are in any way connected to the letting.
- ❑ The use of the Academy Catering provision may only be agreed after full consultation with the academy catering manager.
- ❑ Any notice or necessary action required in respect of this hiring maybe undertaken by a representative of the Governors.

Appendix A – Scale of Charges

Facility	Category A	Category B	Category C
Classroom Per hour unless otherwise agreed.	£5.65	£11.30	£22.60
Conference Room Per hour unless otherwise agreed.	£5.65	£11.30	£22.60
Small Hall Per hour unless otherwise agreed.	£11.30	£16.45	£32.90
Large Hall Per hour unless otherwise agreed.	£16.45	£22.60	£44.20
Stage & Lighting Per hour unless otherwise agreed.	£11.30	£16.45	£32.90
Playground Per hour unless otherwise agreed.	£9.25	£14.40	£28.75
Small Sports Pitch Per Training Session or Match	£11.30	£16.45	£28.75
Large Sports Pitch Per Training Session or Match	£16.45	£22.60	£32.90
MUGA Per hour unless otherwise agreed.	£9.25	£14.40	£28.75

Appendix B – Application for Hire

Organisation/Hirer Details**To: Managers of Clubs / Groups or Responsible Individual****Re: Application for hire of premises**

Note: *Full terms & conditions of hire will be provided with a hire agreement should your application be granted, these will need to be signed and returned to the academy prior to hire commencing.*

Name of Organisation:

.....

Full Name of Hirer (Responsible Person):

..... Tel No:.....

Address of Organisation/Hirer Correspondence:

.....

.....

Email Address:

.....

DETAILS OF USE**Please tick:**☐**Category A – Private Users (Youth Organisations up to the age of 18 years old)**☐**Category B – Private Users (Adult Organisations)**☐**Category C – Commercial Users**

Purpose

Facility Required: Please tick

Small Hall	Large Hall	Stage & lighting	Playground	Small Sports Pitch	Large Sports Pitch	MUGA	Other – Please Specify
☐	☐	☐	☐	☐	☐	☐	☐

Day (s) Time from:to:.....

Start Date:End Date:

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Date Specific ☐

Safeguarding: Any safeguarding incidents that arise during the period of hire (outside school hours) are the responsibility of the hirer. However Sparken Hill Academy Trust recognises the need to safeguard and promote the welfare of all children therefore the following must be applied by the hirer.

- ☐ All organisations that involve children under the age of 18 years must have a safeguarding policy in place. A copy of this policy must be attached to the application form when it is submitted and will form part of your hire agreement.
- ☐ The policy must confirm that DBS checks and risk assessments are carried out.
- ☐ The policy must be reviewed annually.

I have attached a copy of the Safeguarding policy:

YES ☐ NO ☐ NOT APPLICABLE ☐

Insurance: Insurance – The academy ensures the premises are insured. However it is the responsibility of the hirer to ensure that the activity is suitably insured (this being public liability insurance of no less than £5,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises). A disclaimer will need to be completed and a copy of the insurance certificate provided prior to hire commencing.

Indemnity: The hirer hereby indemnifies the academy trust against any liabilities, loss, damage, costs and expenses arising directly or indirectly as a result of the hirer's use of the premises.

Public Liability Insurance is held, a copy is attached:

YES ☐ NO ☐

Or

Public Liability Insurance is not held by the organisation.

YES ☐ NO ☐

Signature of Hirer/Responsible Person.....Date:.....

Completed forms should be returned to:

V Dashper, Sparken Hill Academy Trust, Sparken Hill, Worksop, Notts S80 1AW

or vdashper@sparkenhill.com

ADMIN USE ONLY: Received By.....Date:.....

Please tick: Granted ☐ Rejected (Detail below) ☐

Appendix C - Hire Agreement

To:

Organisation:

Re: Hire of Premises Out of Academy Hours.

Agreed Hire of:.....At a rate of:.....

Payable upon receipt of invoice: Monthly ☐ Termly ☐ Other ☐
(as indicated)

☐ I agree to pay the agreed hire charges set out above and any additional related costs in the event of damage to academy premises or breakages to academy equipment during the period of hire.

☐ The organisation/responsible person accept the terms and conditions outlined by the academy and confirm receipt of these.

☐ The organisation has provided to the academy all applicable documents relating to safeguarding and insurance.

Signed on behalf of the hirer:.....

Name of hirer:.....

Signed on behalf of the academy:.....

Name of academy representative:.....

Date Agreement will commence:.....

Admin Use Only:

Additional Information if necessary

Appendix D – Disclaimer

Sparken Hill Academy Trust Disclaimer Form

I.....hereby sign this liability disclaimer form on

.....(date).

I acknowledge that I am responsible for my own safety and the safety of others whilst hiring the Academy facilities and confirm that public liability insurance is held of no less than £5,000,000 in respect of any one incident.

I agree not to bring any claim against the Academy or its officers; I understand that any claims from persons attending during the hire period will be passed to my/the clubs insurance.

The Academy ensures that the school premises are insured. However, it is the responsibility of non – Academy school hirers to ensure that the activity is suitably insured (this being public liability insurance of no less than £5,000,000 in respect of any one incident)

I/the hirer hereby indemnify the academy trust against any liabilities, loss, claims , damage, costs and expenses made against it arising directly or indirectly as a result of the use of hired premises. In addition I accept responsibility for any claims the academy trust may have for any damage to its property arising from its use during my/the hirer's use.

I have attached a copy of the public liability insurance held and agree to renew this as required throughout the period of hire and provide copies.

Hirers Signature:.....