



# **ACET**

## **PREMISES LETTINGS POLICY**

PHASE	JUNIOR & SENIOR
POLICY LEAD	PAULA CORBETT (Assistant CFO)
DATE OF APPROVAL BY TRUSTEES	25 <sup>TH</sup> JULY 2022
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## Contents

1. Aims and scope .....	3
2. Areas available for hire .....	3
3. Charging rates and principles.....	4
4. Application process.....	4
5. Terms and conditions of hire .....	5
6. Safeguarding .....	6
7. Monitoring arrangements.....	6
Appendix 1: Hire request form .....	9
Appendix 2: Confirmation of licence template letter .....	11

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## 1. Aims and scope

We aim to:

- Ensure the Trust's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the academies delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust
- Not let any hiring out of the premises interfere with the Trust's primary purpose of providing education to its pupils/students
- Hire out facilities in a way that is safe, following government guidelines and the individual academies risk assessment(s)

Throughout this document the word Trust refers to Aston Community Education Trust and its academies with the exception of Shirebrook Academy whose facilities are managed by Acthire (bookings@acthire.org.uk)

## 2. Areas available for hire

### 2.1 Available areas

The Trust will permit the hire of the following external areas, however these may differ between sites, please contact the bookings team for further details:

- Pitches
- Playing fields

### 2.2 Charging rates

The standard rates for hiring each area are as follows:

Area	Cost p/h – first hour	Cost for each additional hour
Pitches	£50	£30
Area	Cost (3.5hrs)	Cost (7hrs)
Playing fields	£140	£200

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. The Trust may decide that certain organisations or activities can use the premises for a reduced rate, if it supports the core aims of the Trust.

### 3.2 Cancellations

The Trust reserves the right to cancel any booking and although an explanation may be given the right is reserved to cancel without giving a reason. Notice will be given when possible however the Trust reserves the right to cancel at short notice in the event of inclement weather.

A full refund will be issued if we do cancel a hire or an alternative date offered. The Trust shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

Internal academy activities are always prioritised over external lettings.

Cancellation by the Hirer must be notified to the relevant academy at least four weeks before the hire date. If less notice is given the Hirer shall not be entitled to a refund if payment has been made in advance. Where payment has not been made and less than four weeks' notice has been given the Hirer will be liable to pay the full hire charge or any other reasonable costs incurred by the academy/Trust.

The Trust reserves the right to terminate any booking immediately in the event of the Hirer breaching or failing to observe the terms and condition of the hire agreement. In such an event the Trust reserves the right to retain the charges paid by the Hirer in mitigation of any loss sustained by the Trust.

The Trust reserves the right at its discretion to refuse or direct the Hirer to refuse, the admission of, or to remove, any persons from the premises without stating any reason and shall not be liable to pay compensation to the Hirer.

### 3.3 Review

The revenue raised from hiring out will be reviewed by the CFO and will be fed into the Trust's financial reporting, to ensure best value is being achieved.

## 4. Application process

Those wishing to hire the facilities should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The Hirer should fill out and sign the hire request form and submit it to [bookings@astoncetrust.org](mailto:bookings@astoncetrust.org).

If the request is approved, we will contact the Hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The Hirer will also need to provide proof of its public liability insurance and any other documents as requested by the Trust.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of our academies, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

## 5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the Trusts premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The Hirer shall pay the full amount as stipulated by the Trust, and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the Trust to the licensee.
3. The Hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the Hirer and the Trust by this licence.
4. The Hirer shall not sub-licence any of the premises under the licence.
5. The Hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the Trust will result in the immediate termination of the licence.
7. The Trust shall retain control, possession and management of the premises and the Hirer has no right to exclude the Trust from the premises.
8. The Hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time
9. The Hirer must take out its own public liability insurance with a reputable insurer approved by the Trust and, where requested by the Trust, shall provide a copy of the relevant insurance certificate at the time confirmation of the booking is received. The Trust reserves the right to cancel a booking when the Hirer fails provide a copy of the relevant insurance certificate when requested.
10. The Hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the Trust in relation to the premises.
11. The Hirer shall indemnify and keep indemnified the Trust from and against:
  - a. Any damage to the premises or Trust equipment;
  - b. Any claim by any third party against the Trust; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the Hirer of the licence or any act or omission of the Hirer or any person allowed by the Hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the Trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the Hirer shall not exceed the total fees paid or to be paid to the Trust by the Hirer under the licence.
13. Any cancellations by the Trust will be refunded.
14. Any cancellations by the Hirer received with less than four weeks notice, will not be refunded.
15. The Hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The Hirer will leave the premises at the end of the agreed hire period in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. Any Hirer who exceeds the hire period by 15 minutes either before or after the agreed time will be charged one additional hour.
17. The Hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the Trust nor shall the Hirer grant sound or television broadcasting or filming rights without prior consent of the Trust.

18. If the Hirer breaches any of the terms and conditions the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the Trust under the licence or otherwise.
19. The Hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The Hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. The Hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.
22. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The Hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
24. The Trust's premises lettings policy, the relevant hire request form submitted by the Hirer and the relevant hire confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The Trust and the Hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. Safeguarding

The Trust is dedicated to ensuring the safeguarding of its pupils/students at all times. It is a requirement of hire that Hirers abide by the Trusts requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.

It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils/students, for example if the hire occurs during Trust hours, or when pupils/students may be present on the premises (during after Trust clubs or extra-curricular activities), we will ask for confirmation that the Hirers have had the appropriate level of DBS check.

The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the Trust.

The Hirer confirms that, should any safeguarding concerns present themselves during the hire of any of the Trusts premises, they shall contact the bookings team as soon as reasonably practicable.

## 7. Conduct

For the benefit of all Hirers and staff, participants and spectators must follow the Trust's management instructions at all times. Failure to follow reasonable instructions or use of abusive gestures or language may result in a total ban on future bookings by the Hirer.

The Trust operates a strict no-smoking policy across all its premises including the grounds and no alcohol is allowed to be consumed on the premises without prior agreement of the Trust.

Nothing shall be done on, or in relation to, the Trusts premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

The Hirer is responsible for ensuring that the noise level generated from participants in the hire does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The Hirer must comply with the Trust's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the Trusts premises.

## 8. Safety

Fire exits must not be obstructed.

Use of equipment not provided by the Trust is forbidden unless previously agreed within the terms of the hire.

Sufficient adult supervision must be present to control the movement of all users and to take reasonable precaution for their safety.

No food/catering is permitted to be sold on site without prior agreement from the Trust.

No flammable or explosive substances are to be brought onto the premises including barbeques.

Any electrical equipment brought on to the premises must conform to manufacturer service requirements and must be in sound condition in compliance with PAT testing.

No equipment that would require more than a 13-amp domestic socket is to be used without prior written agreement of the Trust and then only to be connected by a qualified electrician.

The A-weighted equivalent continuous sound level over the duration of the event (Event LAeq) in any part of the audience area should not exceed 80 dB, and the C-weighted peak sound pressure level should not exceed 140 dB.

## 9. Parking

The Trust accepts no responsibility for damage to, or the loss or theft of vehicles parked on any of its sites. The Hirer must ensure that access to the grounds by emergency vehicles is not obstructed or delayed. Driver should avoid undue noise on arrival and departure.

## 10. First Aid Facilities/Incident Reporting

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

There is no legal requirement for the Trust to provide first aid facilities and use of the Trusts resources is not available.

Any accident occurring during the course of a letting must be reported in writing to the bookings officer at [bookings@astoncetrust.org](mailto:bookings@astoncetrust.org).

## 11. Complaints

Any complaints arising from a hiring agreement will be dealt with using the Trusts complaints procedure (a copy of which is available upon request or via the website) depending on the nature of the complaint.

## 12. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, this includes a review of the standard hire charges.

Any updates to this policy will be shared with the full governing board.

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## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact [\[name and details of staff member responsible for premises hire\]](#).

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Academy at which the hire is take place	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the Trust (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Confirmation and details of the safeguarding and child protection arrangements you have in place	
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By signing below, I agree to the terms and conditions set out in the Trust's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [bookings@astonctrust.org](mailto:bookings@astonctrust.org) or to the Academy office. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

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## Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Child Protection Policy (if children are within the group)
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the Hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of Trust hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]