

Lettings Policy and Conditions of Hire

Approved by the Finance and Staffing Committee on 2 October 2019

Review Date: October 2021

Person Responsible: Finance Director

Lettings Policy and Conditions of Hire

1. Introduction

The Trustees are keen to extend the use of the excellent facilities across the University of Kent Academies Trust (UKAT), to the wider community. Provided that there is no interruption to the use of the premises on either site, the facilities may be let to outside bodies in order to:

- Further integrate UKAT and the Academies into the local community
- To promote community cohesion through the use of the Academies facilities
- To increase the opportunities for physical, educational and community activities amongst students and the wider community in the local areas
- Raise income for the Trust (UKAT)

1. Definition of a letting

A letting may be defined as ‘any use of Academy premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interrupt the primary activities of the Academies.

2. Charges for a letting

The Finance and Staffing Committee are responsible for approving the scale of charges annually across the Academies. The Finance Director is given the delegated authority to vary charges when appropriate, for example, for non-profit making organisations who work in partnership with the University of Kent Academies Trust (UKAT) and the individual Academies.

In setting charges, the following have been considered:

- The variable costs of providing the facility
- The staffing costs incurred when providing the facility
- The charges made for similar facilities locally

The Trust or individual Academies budget will not subsidise third party activities.

3. Applying to use the Academy facilities

Enquiries to use the premises should initially be made to the lettings coordinator within the chosen academy. They are responsible for the day-to-day management of lettings.

In association with the Prevent Strategy, we will ensure, as far as it is practicable to do so, that any third parties wishing to use or hire Academy facilities, are properly vetted with regard to the purpose of the letting arrangement. UKAT will not allow our facilities to be hired to any person or group that wishes to promote extremist views, or seek to radicalise others. All applications will be closely vetted to ensure that we do not facilitate the provision of a platform for extremists to disseminate extremist views.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our application form, terms and conditions and Hirer induction documents, which will be provided with all application forms.

The final decision on compliance, and whether a booking is accepted, lies with the Trust (UKAT).

4. Procedures

The application form, terms and conditions of hire and hirer's induction sheet are included in the appendix of this policy.

LETTINGS TERMS AND CONDITIONS

General

1. The use of the Trusts facilities is permitted on the understanding that the following rules are adhered to at all times. Failure by the hirer to comply with any of the following regulations where applicable, whether intentionally, or not, may be deemed to be just cause for the immediate cancellation of a single letting or of series of lettings.
2. The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the Trusts facilities for allows for setting up and departure. This includes the Academy's car park; we ask that hirers vacate the Academy site promptly to allow our Lettings Team to lock up. If the period of usage exceeds the period hired then the hirer will be liable for a minimum penalty of an additional hour hire charge.
3. UKAT does not accept responsibility for any loss or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
4. UKAT will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Trust.
5. All Hirers are expected to behave in a manner so as not to cause a nuisance or disturbance to other hirers or to persons living in the neighbouring houses.
6. Any additional cleaning cost will be met by the Hirer. The Hirer must leave the premises fit for teaching and learning i.e. no litter, equipment used should be returned to the appropriate areas.
7. There is no access to a public telephone.
8. Nothing in this agreement shall create a tenancy.

Safeguarding

9. All Hirers whose activities involve children or vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) are required by UKAT to have a Safeguarding and Child Protection Policy in place, and required to have completed the appropriate Disclosure Barring Service (DBS) checks in respect of 'supervising adults'. UKAT reserves the right to request a copy of the hirer's Safeguarding and Child Protection Policy at any time. By accepting the terms and conditions of hire, the hirer will confirm that the necessary Safeguarding and Child Protection Policy is in place and that the appropriate DBS checks have been carried out.
10. Hirers are reminded that Trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities.

Health & Safety and Fire Safety

11. There is joint responsibility on the Trust and the Hirer to ensure that the Health and Safety requirements are understood, and provision made to ensure that such requirements are maintained.
12. Fire evacuation procedures will be detailed at an induction that will take place prior to the hire period commencing. All hirers will be provided with a folder outlining the Lettings Fire Procedures, and will be required to read the policy and sign a form each term confirming that the information has been read.
13. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
14. The Hirer must notify the Trust of any risks that may be involved in their activity and provide a written statement as to how those risks will be controlled. In certain circumstances, or for certain activities, a Method Statement and Risk Assessment of the activity carried out may be requested by the Trust.
15. The Hirer must sign in and out with Academy staff. The Hirer is responsible for registering their members, and recording this on a paper register in case of a fire, this document will be used to check that all users are offsite in the situation of a fire.
16. Academies have general First Aid consumables that will be accessible to all hirers, however, provision specific to the activity will be the sole responsibility of the hirer. At least one member of the hiring association should be First Aid trained. Access to a First Aid kit and telephone for emergency purposes will be available and identified at an induction that will take place prior to the hire period commencing.

Procedure

17. All applications must be on the form provided by UKAT, and must be completed in full. Failure to do so may result in the application not being approved.
18. The person signing the application form, on behalf of their organisation, (then known as the hirer) is personally responsible for ensuring that all terms and conditions of our letting policy are adhered to. The Hirer must be over 18 years of age. The Trust reserves the right to vary these terms and conditions at any time.
19. The sub-letting or sharing of the premises is prohibited.
20. The Trustees reserve the right to cancel any letting, under these circumstances a proportion of the charges will become refundable.
21. Representatives of the Trustees shall at all times, have free access to the premises for the purpose of inspection.

Charges

22. All charges must be paid in advance. Direct Debit is the preferred payment method; alternatively payment in advance by BACS is also accepted.
23. Non-payment will result in the facilities being unavailable for the booked hire. UKAT reserves the right to charge a late payment administration charge of £25.00 per occasion.
24. Hirers wishing to apply for concessionary charges must provide a copy of their constitution or evidence of their charitable status.
25. The Finance and Staffing Committee will determine charges on an annual basis. In cases where the incorrect charge has been quoted, UKAT reserves the right to charge the correct rate, although the hirer may cancel the booking without any financial penalty.
26. The Trust will not refund any charge on cancellation of a booking unless a minimum of 21 days' notice of the cancellation has been given in writing.
27. The Trust reserves the right to impose a security deposit of up to £250 at the time of booking. This will be returned after the last let unless it is required to cover over-run costs if the let doesn't finish on time; repair of damage; additional cleaning if the premises have not be returned in a fit and proper condition.

Care of the facilities - General

28. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct throughout the duration of the letting.
29. The use of the premises must be restricted to the use and facilities specified in the hire contract. The hirer should take all precautions to prevent any damage.
30. Some footwear can cause damage to floors, persons wearing such footwear will not be permitted to enter the premises.
31. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting in relation to the property, fixture, fittings, sports or other equipment. Any damage arising from the hire must be reported to the Lettings Supervisor immediately.
32. The charge for the facilities includes the use of furniture only within the room. In the event of the hirer requiring additional furniture/equipment, a separate charge will be made according to circumstances. The Site/Lettings Team at the Academy must undertake any movement of furniture. The Hirer is responsible for requesting this in advance as a special requirement on the booking form. Requests made on the day will be accommodated where possible, but cannot be guaranteed. Any furniture used must be returned to its original position at the end of the hire period.
33. Special preparation, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The Site Manager can advise.
34. No Hirer shall be permitted to store items on the premises.

Care of the facilities - Academy Playing Fields/All Weather Pitch/Courts

35. The Hirer must ensure that the use of the playing field/all weather pitch/courts will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst being used, motor vehicles must not be taken on to the Academy playing fields.
36. The Hirer is responsible for leaving the playing fields/all weather pitch/courts and any Academy accommodation **litter free and fit for the main purpose of teaching and learning**. Failure to adhere to this will result in any future lettings being cancelled. All cleaning costs will be met by the Hirer.
37. The Hirer is responsible for ensuring appropriate footwear is worn on the courts and all weather pitch i.e. no studs.
38. The Site/Letting Team shall deem whether the playing field is fit for use, and their decision shall be final.

Care of the facilities - Changing Room Facilities

39. Any Hirer having use of the changing room facilities must ensure they are left fit for teaching and learning i.e. no litter or mud. All boots worn outside must be removed before entering the changing rooms.

Insurance

40. The Hirer shall effect Third Party (Public Liability) insurance within a minimum indemnity limit of one million pounds for any one occurrence to cover its legal liabilities for injuries to persons, including participants in the hiring activity, and/or loss or damage to property including the hired premises, arising out of the hiring of educational premises.

Legal requirements and UKAT policy

41. Licences are generally required for public dancing, music or other public entertainment of a kind under the Local Government (Miscellaneous Provisions) Act 1982.
42. Hirers should ascertain whether or not a licence is required for these uses, or for any other use to which premises are to be put. It is the Hirer's responsibility to obtain and ensure full compliance with the necessary licence.

43. Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'. Hirers should check requirements on the PRS website: www.prsformusic.com
44. **Alcohol or any intoxicating liquor is not permitted** to be consumed, sold to the public or supplied on Academy grounds, unless prior approval is obtained from the Finance and Staffing Committee.
45. UKAT adheres to current government legislation and is a non-smoking site. Hirers using the premises must adhere to these regulations, and are not permitted to smoke or vape within the Academy's buildings or surrounding grounds.
46. Please note individuals or organisations who breach these regulations will be subject to a fixed penalty fine up to £200 on summary conviction.
47. UKAT has a policy of no chewing gum allowed on both sites. The site will be inspected every evening by Academy staff – any chewing gum found after a letting will be charged £15 each time for removal.

Contact details for payment (if different from above)

Name.....

Finance Contact telephone number.....

Email Address.....

Declaration by the Hirer:

- I am over 18 years of age
- I have read the Terms and Conditions of Hire and agree to abide by them
- I confirm that insurance arrangements are in place in accordance with Clause 40 of the Terms and Conditions of Hire and supply a copy of the insurance certificate
- I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for/will be applied for before the date of first applicable use.
- I agree to indemnify The University of Kent Academies Trust (UKAT) for any loss arising out of a breach of this agreement.

Organisation.....

Signed.....

Name.....

Position.....**Date**.....

For and on Behalf UKAT:

Name.....

Signed.....

Position.....**Date**.....

UKAT USE ONLY

Finance Department	Lettings
Direct Debit Set up YES/NO/Not applicable Invoice schedule drawn up ATTACHED UKAT – Letting Approval Name Signed Date	Purpose of letting reviewed and assessed as in line with UKAT policies? <input type="checkbox"/> Booking confirmed <input type="checkbox"/> Lettings calendar updated <input type="checkbox"/> Insurance checked and copied <input type="checkbox"/> Induction with Lettings Team completed <input type="checkbox"/> Fire Procedures signed (renewed every term) <input type="checkbox"/> Checked Child Protection and Safeguarding Policy is in place (if applicable) <input type="checkbox"/> First Aid Certificate copied <input type="checkbox"/>

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HIRER’S INDUCTION

Telephone

There is access to a landline telephone in the Academy buildings for use in emergencies only. It is recommended that all Hirers have access to a mobile telephone.

If you require Emergency Services please provide the full address of the Academy you are hiring:

Brompton Academy, Marlborough Road, Gillingham Kent ME7 5HT or:

Chatham Grammar School for Girls, Rainham Road, Chatham, Kent, ME5 7EH

First Aid

General First Aid consumables will be accessible to all hirers, however provision specific to the activity will be the sole responsibility of the hirer. At least one member of the hiring association should be First Aid trained.

Fire Evacuation

All hirers will be asked to read the Lettings Fire Procedures and sign to say they have read this document, which will detail the fire evacuation plans for the Academy. This will be repeated termly so external hirers are kept informed on a regular basis of what they would need to do in case of a fire.

Safeguarding and Child Protection

Hirers are reminded that Trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Academy premises. It is recommended that all young people are met at Community Reception or a designated location on site, escorted to their activity, and returned to the same location at the end of the activity for collection by their parents or carers.

Arrival and Departure

The Hirer must sign in and out at the Community Reception or designated sign in location. The Hirer and their members must have vacated the premises at the agreed finishing time of their let. This includes the Academy car park; we ask that hirers vacate the Academy site promptly to allow our Lettings Team to lock up.

HIRER’S INDUCTION – signed confirmation

I confirm that I have been advised of emergency procedures as set out above in the event of fire and of my responsibility for first aid.

I confirm that I have understood the Trusts requirements as set out above in respect of safeguarding children and young people.

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 Signed Date

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 Printed
 On behalf ofOrganisation