



# Open Academy Lettings Policy

For the hire of Academy property, premises, and facilities to the community,  
individuals, charities and commercial enterprises

(including terms and conditions, application, charging and agreement)

<b>Policy Type:</b>	<b>Trust Policy</b>
<b>Date Issued by MAT:</b>	<b>05/09/2022</b>
<b>Approved By:</b>	<b>Trust Board (Finance, Audit and Resources Committee)</b>
<b>Approval Date:</b>	<b>27/06/2022</b>
<b>Review Date:</b>	<b>June 2025</b>
<b>Person Responsible:</b>	<b>Chief Operating Officer</b>

## Summary of Changes

The model policy has been revised to reflect these changes to the statutory guidance as outlined below.

Page Ref.	Section	Amendment	Date of Change
5	7	Addition of reference to section 155 and 156 of Keeping Children Safe in Education (2021)	June 22

## **1. Introduction**

The Local Governing Body controls the use of the Academy premises both during and outside Academy hours except where there is a Trust deed that allows a person other than the Local Governing Body to control the use of the premises, or where a transfer of control agreement has been made (separate guidance is available for appropriate Academies).

The Local Governing Body regards the Academy buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Local Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services to meet the wider needs of children, young people, families and the local community. The Local Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the Academy and contribute towards raising standards, however, we would ask that hirers note that Academies, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of its premises, grounds, or facilities, must be reimbursed to the Academy's budget where those activities are not directly aimed at raising pupil attainment and achievement.

### **AIMS**

- ◆ To provide sports, social and arts opportunities to the community beyond the school day.
- ◆ Build and maintain strong links with the local community.
- ◆ Provide a wide range of activities at an affordable price for all of the broader local community.
- ◆ Promote the Trust's Academies as proactive and accessible centres within the community.

## **2. Definition of a Letting**

A letting may be defined as any use of an Academy's premises, buildings, facilities and/or grounds by either a community group (such as a local music or theatrical group, martial arts club, licensed cinematic screenings, or football team), or commercial, or charitable, organisation (such as the local branch of 'Weight Watchers' or 'Slimming World', or the National Blood Service).

A letting must not interfere with the main activity of the Academy, which is to provide a high standard teaching and learning environment for all its pupils, and any Academy event booked for an evening or weekend will therefore take priority over any external letting request.

Use of the premises for activities such as staff meetings, parents' meetings, Local Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of an Academy. Costs arising from these uses are therefore a legitimate charge against an Academy's delegated budget.

## **3. Framework of Access to Extended Services in and around Academies, and Policy for Community Use**

The Academy premises, grounds and facilities will not be used for Gambling or the consumption of alcohol except during special events where an appropriate Temporary Event Notice (TENs) will be applied for by the organisers of such an event, and appropriate notice approval obtained from the local licensing authority, Local Governing Body and Headteacher of an Academy.

Please note that the entirety of an Academy's grounds and buildings are also no-smoking (including e-cigarettes and vapes) areas, and any smoking must therefore take place off-site. No smoking will be permitted, or tolerated, in or around the Academy grounds or property.

Any use of drugs or illegal substances during a letting of any part or facility of an Academy is similarly neither permitted or tolerated; any such use, or even presence of such substances, will result in an indefinite ban of the responsible parties, and/or group or organisation, from future lettings and may be reported to, and investigated by, appropriate authorities.

Lettings will not be made to persons under the age of 18, or to any organisation or group of an extremist or discriminatory nature.

The responsibility for the strategic delivery of extended services in and around an Academy beyond its normal school hours lies with the full Local Governing Body of the Academy, day to day management decisions are to be made by the appropriately appointed Committee of the Local Governing Body and direct on-site responsibilities lie with the Head Teacher or appropriately appointed officer.

The overriding aim of the Local Governing Body is however to support the Academy in providing the best possible education for its pupils and is linked to those policies underpinning child protection, health and safety and equal opportunities already in place. For an Academy to be deemed a community school, all non-school activities have to be under the control of the Local Governing Body.

Full consultation will be undertaken with parents, staff and pupils of the Academy where a potential letting request falls outside the normal criteria established by the Local Governing Body. The Local Governing Body must ensure that the Trust's standard lettings procedures are adhered to at all times.

The Local Governing Body retains the right to refuse any application for use of the Academy premises, facilities and/or grounds, if it is felt that this conflicts in any way with the main operation of the Academy or its principles.

All lettings applicants will need to agree and sign the standard terms and conditions agreement form (as per the last section of this policy, before appendixes), complete a booking form (*please see Appendix 1*) and agree to appropriate checks being made to confirm the identity of the applicant and to provide copies of documentation as listed on the booking form e.g.; qualifications, insurance etcetera.

All bookings will be made to, and via, an Academy's general office.

#### **4. Certification**

Hirers must ensure that appropriately qualified supervision is provided throughout the letting period, suitable to the activities, purpose and facilities being hired; e.g. should a hirer be wishing to use an Academy's kitchen facilities all users must be certified with appropriate catering hygiene qualifications; similarly, any hirer of swimming pools must be supervised by adequately and appropriately trained lifeguards. Proof of certifications must be submitted before the hire of any such facilities can be approved.

#### **5. Charges for Letting**

The Local Governing Body is responsible for setting charges for the letting of the Academy premises, grounds and facilities. A charge may be levied in order to cover the following:

- ◆ Cost of services (heating, water, gas and lighting);
- ◆ Cost of staffing (additional security, caretaking and cleaning) - including "on costs";
- ◆ Cost of administration;
- ◆ Cost of "wear and tear";
- ◆ Cost of use of Academy equipment (if applicable);
- ◆ Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved. When the Academy is being used for election purposes the Academy will make a charge to cover its costs in line with local arrangements.

Letting charges will be reviewed no less than annually by the Local Governing Body (or as delegated for Committee determination). This review will preferably take place during the summer term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. The Local Governors will consider the costs proposed for hire to ensure the actual cost to the Academy, and any additional staffing required, is covered by the income to be received. A schedule of the current charges will be attached to this policy as Appendix 2 and a copy will be sent to the Financial Controller.

*Current charges* are provided in advance of any letting being agreed and different charging tariffs have been established to ensure that access is affordable for commercial (e.g. Commercial Enterprise, such as the local branch of 'Weight Watchers' or 'Slimming World'), standard (e.g. Individual Hire, Sporting or Community Event (such as a local music or theatrical group, martial arts club, licensed cinematic screenings, football team or the National Blood Service), and subsidised (e.g. Training events or Charitable organisation (adult education or fundraising events) lettings and those of different group sizes with a supplementary charge for additional costs of lighting and heating for lettings during winter months and after dark. Classification of a hiring, and the association lettings charges applied, will ultimately be at the discretion and agreement of the Local Governing Body, and Headteacher.

The total cost of hire shall be determined and agreed to by all parties prior to letting agreement being given; any changes to the lettings agreement by the hirer may incur additional charges and/or administrative fees.

#### 5a. Value Added Tax (VAT)

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

#### **Sporting Facilities – VAT**

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- ◆ Each period is in respect of the same activity carried on at the same place;
- ◆ The interval between each period is not less than one day and not more than fourteen days;
- ◆ The charge is payable by reference to the whole series and is evidenced by written agreement;
- ◆ The facilities are letting to an Academy, club, association or an organisation representing affiliated clubs or constituent association.
- ◆ On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

#### **6. Public Liability and Accidental Damage Insurance**

Groups, the Responsible Person(s) (typically the person who completed the Application for Lettings form), or organisations using the Academy premises, grounds and/or facilities may be liable for claims; to insure against such claims they need public liability insurance to a minimum of £5,000,000.00 (five million pounds). The Academy will require all groups using the facilities to produce evidence of such insurance.

## 7. Child Protection and the Prevent Duty

Any organisation, group or individual submitting a lettings request involving working with children and/or young people must submit to the Academy a signed copy of their current Child Protection, Safeguarding, and Health and Safety Policies, plus a Risk Assessment for the event, and original Data Barring Service (DBS) Enhanced Certificates indicating no records or restrictions against the Children Barred List for all individuals working directly with children, young people and/or vulnerable adults.

All hirers must state the purpose of the hire. Each application will be vetted, and any concerns or recommendation for change(s) will be reported to the designated Responsible Person for the letting prior to approval; should recommendation(s) not be complied with the approval of a letting may be withheld.

When determining whether to approve an application the Local Governing Body and Headteacher will consider the following factors:

- ◆ The type of activity.
- ◆ Possible interference with Academy activities.
- ◆ The availability of facilities.
- ◆ The availability of staff.
- ◆ Health and safety considerations.
- ◆ The Academy's duties regarding the prevention of terrorism and radicalisation.
- ◆ Whether the letting is deemed compatible with the ethos of the Academy and adheres to Academy policies and safe guarding practices.
- ◆ Section 155 and 156 of Keeping Children Safe in Education (2021):
  - ◆ 155 Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.
  - ◆ 156. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or college on these matters where appropriate. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement

An application will not be approved if it:

- ◆ Is aimed at promoting extremist views.
- ◆ Involves the dissemination of inappropriate materials.
- ◆ Contravenes the statutory Prevent duty.
- ◆ Endangers children and/or any other persons attending an event; contravenes Safeguarding and/or Health and Safety Policies and Risk Assessments.
- ◆ Is likely to cause damage to the Academy premises, its grounds and/or facilities.
- ◆ Is inappropriately, or insufficiently, supervised by responsible and adequately qualified persons.

- ◆ Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Responsible Person, Local Governing Body and Headteacher, balanced or outweighed by freedom of expression or artistic merit).

The Academy's Business Manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty, or policies as listed above.

Where an individual, group, or organisation, is found to be promoting views in contravention of the Academy's Prevent duty, the person, group, or organisation is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the Academy will contact its security and/or the local constabulary, who will remove the person or group from Academy grounds and premises.

## 8. Temporary Event Notices (TENs)

Shows, or events, put on by, for example amateur arts, music, film, dancing or entertainment groups, which involve the selling and serving of alcohol, or acts of gambling (including such events as bingo and raffles) within the Academy premises, may require a Temporary Event Notice, or other licenses, and consultation should take place with both the Academy, the local constabulary, and the local borough council's Licensing Section regarding such things as:

- ◆ Number of people present / Capacity of the Venue
- ◆ Type of seating
- ◆ Beverage and hot food availability times
- ◆ Marking of emergency exits
- ◆ Provision of emergency lighting
- ◆ Anticipated noise levels

A Temporary Event Notice ***must*** be sent to the licensing authority (the local council) *and* the police at least ten working days in advance of a planned event, although we advise as early an application as possible. Only the police can object to a Temporary Event Notice on crime and disorder grounds. The police have two working days after the receipt of the Temporary Event Notice to object, and (unless the premises Hirer agrees to modify the Temporary Event Notice) the licensing authority must hold a hearing to consider any objection that has been received. If the licensing authority decides that the objection is valid, it must issue a counter notice to the applicant at least twenty-four hours before the beginning of the event to prevent it going ahead.

*Contact should be made with the appropriate licensing authority events team who will advise on planning any event and the specific requirements thereof as soon as possible.*

You may also find the government's guide on planning and organising an event of useful reference, please see <https://www.gov.uk/government/publications/can-do-guide-for-organisers-of-voluntary-events/the-can-do-guide-to-organising-and-running-voluntary-and-community-events>

## 9. Notifications

Should a hirer, or potential hirer, have any queries or concerns about the Lettings policy, its Terms and Conditions, the agreement to them, or the application for hiring (as below), these should, in the first instance be raised with an Academy's general office.

Upon occupation of an Academy's premises, facilities, or grounds at the start of the letting period any concerns or queries should be raised with the Academy staff present at the time. If any incidents occur during the hire period, then please contact the named person(s) below (in addition to any emergency services or authorities that might be required or appropriate):

Academy Emergency contact: Business Manager

Name: Mrs Jackie Appleby

Telephone number: 07813 826197

Academy staff member responsible for opening premises and carrying out handover checks and ensuring awareness of safety and evacuation procedures:

Name: Caretaker on duty or Finance Officer

Telephone number: 01603 481640

Academy staff member responsible for securing premises and facilities and signing off handover checks, if different to the above:

Name: Broadland Guards

Telephone number: 01603 428900



## **Term and Conditions for Hiring Academy Premises, Ground and/or Facilities**

1. "The Academy" shall mean Open Academy, therefore the contract is made with the above Academy's Local Governing Body and its Headteacher.
2. All provisional bookings must be confirmed in writing within seven days. Any reservations not confirmed within this time, will be cancelled.
3. The confirmation letter stands as a contract of agreement between the Academy and the Hirer specified in the confirmation; these full terms and conditions will be attached thereto as a reminder of this agreement.
4. All Hirers must inform the Academy not less than ten days prior to an event, of the anticipated number of people attending, along with final arrangements and details for the event. Final arrangements will include start and finish times, equipment required as well as details of comfort and refreshment breaks if applicable. The final number of attendees for ticketed events must be notified (it is appreciated that a definitive number of attendees for events such as fetes and fairs may not be known until the event takes place, however an anticipated number, and absolute permissible maximum attendee number must still be provided), to the Academy not less than forty-eight hours prior to commencement of hire, excluding Saturdays and Sundays, i.e. Monday events must have final numbers and details confirmed by Thursday morning of the previous week. Any failure to provide full and adequate information may jeopardise a booking.
5. All invoices will be calculated within the scale of charges that appear in Appendix 2, attached, these are based on scales approved by the Local Governing Body. Invoices are payable four days after their receipt or at the latest the time of the letting for week day bookings and no more than seven days after the date of the letting, or their receipt, for weekend bookings, whichever is the sooner.
6. Cancellation terms are outlined below:
  - ◆ Cancellation between 3 and 1 month prior to the event 15% loss of income\*
  - ◆ Cancellation between 1 month and 14 days prior to the event 25% loss of income\*
  - ◆ Cancellation between 14 days and 7 days prior to the event 60% loss of income\*
  - ◆ Cancellation less than 7 days prior to the event 75% loss of income\*\*
  - \* Not including Catering
  - \*\* Including Catering
7. If a cancellation is made, the Academy will endeavour to minimise the loss as far as possible but may nevertheless charge a cancellation fee calculated according to the period of time between cancellation and the proposed event.
8. The Academy may charge in the event of non-arrival. These charges will be calculated as cancellation terms, less than 7 days.
9. The amount payable on the invoice shall be calculated on the final number of attendees as above, or the number of persons actually attending, whichever is greater. VAT will be calculated at the rate prevailing on the date of the event. Any additional charges incurred through damage to property, overrunning the letting period, etcetera will, where possible, be invoiced at the same time, however where estimates are required for any remedial works, invoicing may occur separately and at a later date (reference to any outstanding, or unknown, figures will be made upon the initial lettings invoice).

Arrangements for payments are detailed on all invoices:

If you/your organisation are unable to process automated banking payments, please contact the Academy's general office to discuss alternative arrangements.

10. The Academy will be heated during the winter months (1<sup>st</sup> October to 30<sup>th</sup> April) and the hire charges may reflect this.

11. Under normal circumstances the main Academy building is available for hire between 17:00 and 22:00 during the academic term Monday to Thursday evenings. Weekends (including Friday evenings) or school holiday hire is subject to arrangement and agreement with the Academy General Office.

12. The site will be closed during Bank Holiday periods, from Christmas to New Year and Whit Week. These dates are published annually.

13. The Local Governing Body or Headteacher of the Academy reserve the right to refuse any application for hiring Academy premises, grounds and/or facilities at any time, and, where the circumstances make such necessary, to cancel the arrangements without notice. Where possible cancellations will be made subject to one months' notice in writing, and where a letting has been fully paid for prior to the commencement date and is cancelled by the Local Governing Body or Headteacher of the Academy, full refund of monies paid will be made.

14. It is the hirers responsibility to ensure that any persons working in close proximity to children and vulnerable adults have had appropriate training and undergone the relevant safeguarding checks e.g. DBS clearance, as specified in the attached, above, policy.

15. The Academy and Trust cannot accept liability for any claims, damages, costs and demands in respect of death or personal injury arising from the use of the Academy by the Hirer pursuant to this agreement except insofar as such death or personal injury arises from negligence on the part of the Academy or Trust, their employees, agents or representatives.

16. The Academy does not accept liability for the loss of, or damage to, property brought onto the site or premises by or on behalf of the hirer, however caused, this extends to vehicles driven within, and/or parked upon the Academy's grounds. If suitable accommodation is available for the parking of motor vehicles (including, but not exhaustively so; coaches, mini-buses, trailers, catering vans, trucks, vans, caravans, specialist, or entertainment vehicles), it is permitted only on condition that persons bringing such vehicles on to Academy premises and grounds do so at their own risk and that they accept responsibility for any damage, loss, or injury to the property, contents of the vehicles, or to any persons, whether connected with the Academy or not, caused by such vehicles or their presence on the Academy's premises and grounds.

17. Any licenses or copyright consents, music and dancing licenses, the conditions of which must be complied with, necessary because of the hiring, must be obtained by the hirers from the appropriate authorities prior to the commencement of the letting period.

18. The Hirer must keep the premises, facilities and grounds clean and tidy at all times, and in particular keep all emergency exits and walkways clear and accessible. The hirer is to make sure all fire exits are known. Signs are visible in each room but ask a member of staff if unsure. Emergency exits **must** be kept clear during the period of letting and any other hire. Smoking and safety regulations must be observed by the hirer and all participants of an event.

19. Hired areas are to be left in the same condition as at the start of the hire; clean and tidy and in a state of preparedness for the next Hirer, user, or general everyday Academy use. Handover sheets will be used to log the condition of facilities. Should there be any damage to the premises, facilities or grounds noted upon entering the hired area(s), this must be reported immediately to the staff present

and recorded on the Condition of Facilities log to be signed by both the Hirer and staff member there present.

20. No apparatus, tools or equipment belonging to the Academy can be used unless permission has been granted.

21. Academy furniture and fittings may not be moved, or floors treated by the hirers unless express permission has been obtained. Particular attention is drawn to the need for care of hall floors. All footwear should be suitable for these rooms.

22. Please ensure that where necessary and appropriate a detailed room layout has been agreed with the Academy general office and Academy staff. If a non-staff member moves furniture/equipment, the Academy cannot accept any liability for any injury sustained.

23. No furniture or equipment may be bought on to the Academy premises without the approval of the Local Governors or Headteacher, their officials, or representatives, none of whom will, in any circumstances, be responsible for any damage, injury to, or loss of goods, brought to the Academy by the hirers or for damage or injury to the person of the hirer or any persons being in or about the premises while in the use of the hirers, and the hirers shall indemnify the Academy, the Trust, and their officials, employees and representatives against any claims which may be made upon them in respect thereof. The hirer and all parties attending an event must comply with the requirements of all statutory authorities including Fire and Health and Safety. The hirer will indemnify the Academy against any loss, injury or damage arising from any failure to comply. A trained first aider must be present at all times.

24. Academy Staff, the Local Governing Board, Local Authorities or any of their employees or agents shall, for the purposes of inspection, have at all times unreserved access to and from the Academy premises. Should Emergency vehicles be required, please ensure safe and free access is provided to them also.

25. If a hirer wishes to bring electrical equipment into the Academy, this must be Portable Appliance Tested (PAT) certified and be by prior arrangement with the Academy. A charge may be made for electricity consumed by equipment utilising heavy loads.

26. Portable equipment will also require visual Health and Safety checks undertaken by Academy staff. If this is specialist or heavy equipment is involved and a safety check by a qualified technician is required, additional charges to the Hirer may be incurred.

27. If Hirers wish to use their own visual display equipment, e.g. Power Point Presentations, it is advisable that they make prior arrangements to visit the Academy to ensure quality of the projection, and that the equipment and presentation software or material is compatible. The Academy will, where possible, assist Hirers in this situation although this cannot be guaranteed, particularly if this request is made on the day of the event.

28. Academy and maintenance staff will ensure that Academy equipment and facilities are well maintained, and safety checks are carried out at regular intervals and all maintenance is recorded. Safety checks and maintenance records will be set out in conjunction with Health and Safety regulations.

29. The letting of facilities is on condition that the Hirer is liable for any damage incurred. Any damage must be reported immediately to an appropriate and responsible member of staff (details of staff contacts are provided above). Any damage arising from the hiring of Academy premises, grounds and/or facilities will be repaired by the Academy and charged against the party or persons hiring the Academy. It is for this reason that hirers must pay a deposit prior to the letting in addition to the lettings charge. This deposit will be non-refundable in the event of damage occurring.

30. The Academy will not be liable in failing to provide facilities previously agreed, in the event that it is prevented from doing so by causes beyond its control. This will include, but will not be limited to, fire, utilities supply disruption, flood, storm, civil disturbance or industrial action.

31. Organisations, groups and individuals using Academy premises, grounds and/or facilities must have Public Liability and Accidental Damage Insurance, and a copy of the insurance(s) must be presented to the Academy at least seven working days prior to the letting. Insurance cover should be for a minimum of £5,000,000.00 (five million pounds).

32. The Hirer is not to do, or allow to be done, anything at the premises, which may be or become a nuisance, annoyance or disruption to general Academy activity or other occupiers within the premises or on adjoining land. Please respect our neighbours and the surrounding community at all times. Any reports of the above, or complaints received, may adversely affect consideration of future lettings.

33. An event must end at the agreed time. Any overrun may result in additional charges. The hirer must ensure that at the closure of an event, dispersal of attendees takes place with the least disturbance possible to the surrounding neighbours and community of an Academy; any reports of nuisance received directly by the Academy, the Trust, or local authorities may be investigated and if deemed accurate, may also restrict any future hiring arrangements.

34. Important information regarding safety within the Academy is displayed on an Information Sheet sited on the wall in each of the rooms and, on the day of booking, attendees should be made aware of this by the Responsible Person for the event, who in turn will be made aware of such notices by the Academy staff.

35. In accordance with the Trust's No-Smoking Policy all Academy grounds have been designated no-smoking. Delegates should therefore refrain from smoking until outside of the perimeter of the site.

36. No intoxicating liquors should be consumed on Academy premises at any time, except under special licence as detailed in the above Lettings Policy under Temporary Event Notices and requires the prior approval of the Local Governing Body and Academy Headteacher. Overall consent to the consumption or sale of alcoholic beverages, as with the sale of hot food, and other licensable activities, can only be provided once the appropriate licence (e.g. Temporary Event Notice (TEN)) has been obtained and a copy submitted to the Academy General Office.

37. The Academy's terms, conditions and policies must be adhered to at all times. Any further terms and conditions can be added to this by the Local Governing Body, should it feel appropriate to do so. The Academy must make any additions or variations to these terms and conditions of hiring Academy premises, ground and/or facilities, in writing; no verbal agreements or arrangements will be binding.

38. Academy site staff are expressly forbidden by the Governors to deviate from these regulations and should not receive payment for their services in any form from the hirer.

39. Payment of hiring charges should be made direct to the Academy and an official receipt obtained.

### **Standard Terms and Conditions Agreement**

Please sign below and return the Standard Terms and Conditions to the Academy, thereby acknowledging your acceptance of the terms and conditions of the contract and confirming that the information and details shown and completed on the attached booking sheet are correct.

All terms and conditions set out above must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Hirer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Organisation: \_\_\_\_\_

Submission date of request: \_\_\_\_\_

## **Appendix 1**

### **Hire Agreement**

1. The Local Governing Body of Open Academy, Salhouse Road, Norwich NR7 9DL
2. The Hirer (insert name (if organisation insert name of responsible/overseeing individual in addition to that of organisation)):

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Address (including postcode) of Hirer (above)

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Telephone (landline): -----

Telephone (mobile): -----

E-mail address: -----

Emergency contact (insert name(s), relationship(s) and contact number(s)):

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3. Please indicate your desired date(s), time(s) and duration of hire: (please allow sufficient time to set up and clear away)

Date(s) (in full, indicating day(s) of week); inclusive:

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Start Time (24 hour clock):\_\_\_\_\_ End Time (24 hour clock):\_\_\_\_\_ Duration: \_\_\_\_\_

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Start Time (24 hour clock):\_\_\_\_\_ End Time (24 hour clock):\_\_\_\_\_ Duration: \_\_\_\_\_

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Start Time (24 hour clock):\_\_\_\_\_ End Time (24 hour clock):\_\_\_\_\_ Duration: \_\_\_\_\_

Should your first choice(s) (above) be booked already by another hirer, would you be able to hold your event on an alternative day(s)?

If yes, please provide alternative day(s), date(s) time(s) here:

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Start Time (24 hour clock):\_\_\_\_\_ End Time (24 hour clock):\_\_\_\_\_ Duration: \_\_\_\_\_

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Start Time (24 hour clock):\_\_\_\_\_ End Time (24 hour clock):\_\_\_\_\_ Duration: \_\_\_\_\_

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Start Time (24 hour clock):\_\_\_\_\_ End Time (24 hour clock):\_\_\_\_\_ Duration: \_\_\_\_\_

4. Please tick:

Charitable Hire ☐ Individual Hire ☐ Commercial Enterprise ☐ Community Event ☐

Training ☐ Please indicate nature of training: \_\_\_\_\_

\_\_\_\_\_

For classification guidance please see: 5. Charges for Letting on page 4 above

5. Areas of the Academy to be Used (Please tick as appropriate (more than one may be selected))

Atrium	<input type="checkbox"/>	Lecture Theatre	<input type="checkbox"/>
Activity Studio	<input type="checkbox"/>	Dining Room	<input type="checkbox"/>
Sports Hall	<input type="checkbox"/>	Basic Classroom	<input type="checkbox"/>
Specialist Classroom	<input type="checkbox"/>	Football pitch 11 v 11	<input type="checkbox"/>
Outdoor court Winter – Floodlit	<input type="checkbox"/>	Outdoor court Summer	<input type="checkbox"/>

Please specify number, name and/or size of classroom (s) desired

\_\_\_\_\_  
\_\_\_\_\_

Please ensure that you/your group has appropriate supervision available to oversee the use of any equipment and that appropriate insurance policies are in place. Use of external playground equipment is entirely at the Hirers', their partner's, guests and event attendees' risk.

You/your organisation are required to submit a copy of your/their public liability insurance with this application before any agreement to the letting can be provided.



6. Please provide details of the Fully Qualified First Aid provider for the event:

Full Name (printed): \_\_\_\_\_

Full Address: \_\_\_\_\_

\_\_\_\_\_

Mobile contact number: \_\_\_\_\_

If you/your group has no qualified first aid provider and would like the Academy to provide cover for your event, please tick here: ☐

**\*Please note that should First Aid cover not be available, your booking may be jeopardised**

7. Should you wish to hire the swimming pool, please provide details of all lifeguards

Full name	Qualification/Standard	Contact details	
	(this to have been evidence by the hirer and Academy)	E-mail	Telephone

8. Please specify nature of lettings use. Please enter event, service, or ceremony name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Please detail any desired use of Academy equipment:

-----  
-----

a) Please indicate number of required:

Chairs  Tables  Room Dividers   
Staging platforms  Projectors  Extension Cables\*

\* Please note that any electrical equipment used during the hiring and brought on to site by the hirer, or their partners, must be electrical safety tested and known to have passed such testing prior to agreed use.

b) Please state here any electrical equipment that may be brought to, and used at, the event:

-----  
-----

10. Is the event to be advertised? Yes ☐ No ☐

a) If so, how?

Newspaper (please specify which)

-----  
Social Media (please specify)

-----  
-----

Leaflets (please specify quantity to be produced and how they are to be distributed)

-----

Written letters / Invitations to interested parties (please specify 'interested parties')

-----

E-mailed invitations

-----

Posters (please provide location(s) where known)

-----

Billboards (please provide location(s) where known)

-----

Banners (please provide location(s) where known and whether any are to be attached to academy property, and if so when, where and how)

-----

Other (please specify)

-----

\*Please note that the Academy Local Governing Body and / or Headteacher has final approval of any literature referring to the Academy's name, and a copy of all advertising must be supplied to them prior to its circulation. Consent must be obtained from all persons used in any publicity photographs.

11. Details of Attendees and Participants. Please complete the below:

a) Maximum Number of Participants /  
Anticipated Attendance:

-----

b) Age Range of Participants:

-----

c) Number of Supervising Adults:

-----

d) Relevant Qualifications of Supervising Adults:

-----

-----

-----

e) Where applicable have DBS checks been carried out? When? By Whom?

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**Please provide evidence in the form of original documentation (not photocopies) to the Academy general office.**

9. Agreed fee for letting

(specify per hour or per session): £ \_\_\_\_\_

Detail any additional charges incurred (e.g. specialist inspection of electrical apparatus)

Reason:

Cost:

\_\_\_\_\_ £ \_\_\_\_\_

\_\_\_\_\_ £ \_\_\_\_\_

\_\_\_\_\_ £ \_\_\_\_\_

\_\_\_\_\_ £ \_\_\_\_\_

VAT £ \_\_\_\_\_

**TOTAL fee for letting**

£ \_\_\_\_\_

10. The Local Governing Body agrees to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Signatures:

\_\_\_\_\_ (The Hirer)

Print Name \_\_\_\_\_

\_\_\_\_\_ (On behalf of the Local Governing Body)

Print Name \_\_\_\_\_

## **Appendix 2**

**HIRING CHARGES – per hour or part thereof**  
(These agreed as of 21/06/2023 and to be reviewed annually)

	Monday to Friday*	Saturday and Sunday*
Atrium	£27.50	£33.00
Lecture Theatre	£27.50	£33.00
Activity Studio	£24.50	£26.50
Dining Room	£27.50	£33.00
Sports Hall	£30.00	£35.00
Basic Classroom	£17.50	£19.00
Specialist Classrooms	£23.50	£25.00
Football Pitch 11 v 11	£660.00 per season	£82.50 a day
Outdoor court – Winter – Floodlit**	£30.00 for 2 hours	£30.00 for 2 hours
Outdoor courts – Summer***	£23.00 for 2 hours	£23.00 for 2 hours

\* For classification guidance please see: **5) Charges for Letting** on page 4 above

\*\*\* Summer is classed as Easter to October half term

\*\* Winter is classed as October half term to Easter