



LETTINGS POLICY

THIS POLICY WAS APPROVED:	SUMMER 2022
POLICY VERSION:	VERSION 1.0
THIS POLICY WILL BE REVIEWED:	SUMMER 2023
MEMBER OF STAFF WITH RESPONSIBILITY FOR REVIEW:	DIRECTOR OF OPERATIONS
THIS POLICY WAS CONSULTED WITH:	LOCAL GOVERNING BOARD
THIS POLICY WAS DISTRIBUTED TO:	MARLEIGH PRIMARY ACADEMY STAFF

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1 Introduction

- 1.1 All applications for the letting of Marleigh Primary Academy's (MPA) premises shall be made through the office manager.
- 1.2 The Site Manager will be responsible for locking/unlocking the premises in respect of lettings.

2 Terms and Conditions

The terms and conditions on which the premises are let shall be as follows:

2.1 Bookings & fees

- 2.1.1 All applications for the hiring of academy premises must be made through the headteacher, using the appropriate *Booking Form* (see appendix 1).
- 2.1.2 Bookings are usually only accepted up to 6-months in advance.
- 2.1.3 A booking will only be accepted, subject to availability, upon completion of a Booking Form and signed indemnity. All bookings will be confirmed, in writing, by the office manager (Please do not make any arrangements until you have received written confirmation).
- 2.1.4 The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally revised with effect from 31st August each year.
- 2.1.5 All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable).
- 2.1.6 All charges will be invoiced and are payable within 7 days of Invoice Date.
- 2.1.7 The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

2.2 Safeguarding

- 2.2.1 Any organisation, club or group whose attendees are children below the age of 18 are subject to MPA's safeguarding procedures.
- 2.2.2 They must provide a copy of current DBS checks for the staff involved in the activity and a current child protection policy that is acceptable to MPA.
- 2.2.3 No booking will be approved without the above documents.

2.2.4 MPA is committed to safeguarding and promoting the welfare of children and young people and expects organisations or clubs hiring the college to share this commitment

2.3 Deposit

2.3.1 A non-refundable deposit of **20%** of the hire charge is required at the time of booking.

2.4 Cancellations

2.4.1 Notice of cancellation must be given, in writing, to the office manager at least 14 days before the hiring date. If notice is not received in time then the hirer will be liable for any costs incurred. Deposits are non-refundable.

2.4.2 The Local Governing Body (LGB) reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit. The LGB shall not be under any liability to the hirer for any loss or damage they may sustain arising out of such termination.

2.5 Public Liability Insurance

2.5.1 All hirers must have adequate Public Liability Insurance cover as a condition of the Letting. Please enclose a copy of your own cover with this application.

2.5.2 If Public Liability Insurance is not held by your organisation/group, you must ensure that adequate cover is obtained. Written confirmation from the insurance company or broker concerned will be required by the headteacher prior to the Letting.

2.6 Hirer's responsibilities

The hirer shall:

2.6.1 vacate the premises by the time stated on the Booking Form;

2.6.2 obtain the necessary licence if alcohol is to be sold;

2.6.3 agree and confirm the responsible Designated Premises Supervisor;

2.6.4 be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung,

and must indemnify the academy against any infringement of copyright;

- 2.6.5 ensure that any equipment brought onto the premises and used is safe and meets the standards of any statutory requirements regarding its serviceability, control and use;
- 2.6.6 fireproof all scenery and props etc. to be used in any performances, in accordance with instructions issued by the County Fire Officer. Dry ice/Smoke machines are not permitted;
- 2.6.7 observe the academy's 'NO SMOKING POLICY'. All those who use the premises are kindly asked to refrain from smoking on the premises at all times;
- 2.6.8 observe the academy's *Health & Safety Policy*;
- 2.6.9 comply with all applicable notices and signs;
- 2.6.10 immediately evacuate the premises by the nearest Fire Exit on the sounding of the Fire Alarm;
- 2.6.11 inform the site manager or headteacher immediately of any accidents/incidents and report any defects or issues;
- 2.6.12 leave the premises and equipment as found.

- 2.6.13 If any additional expense is incurred, arising from the letting, or any extra cleaning becomes necessary as a consequence of the use of the premises, the person/organisation hiring the academy will be responsible for any such expense and charged accordingly.
- 2.6.14 Persons hiring premises or grounds will be held responsible for any damage to buildings, furniture, equipment or other property and a claim for the reinstatement, replacement or repair of such will be made whether as a result of the negligence of the hirer or his/her invitees, employees or agents during the period of hire. The hirer shall be deemed to have undertaken to pay the cost of such reparation by signing this hire agreement. Please note that no nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
- 2.6.15 In respect of para. 2.5, the hirer will be expected to insure this risk and hold legal liability insurance to cover claims directly arising from their

group or organisation's activities.

2.6.16 The hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring whilst they are on the premises or on any part of MPA site, and for preserving good order.

2.6.17 The academy cannot accept responsibility for any loss, damage, accident or injury arising during the hirer's use of the premises, or to any member of the hirer's party and the hirer shall indemnify the LGB against all claims, demands, actions or proceedings.

2.6.18 All vehicles are parked at the owner's risk. The academy takes no responsibility for theft or damage to vehicles while parked on or near the premises.

3 Form of agreement & indemnity

3.1 A *Booking Form* must be completed for each letting, giving full details of use of premises/equipment.

3.2 The following indemnity will be included on the Booking Form and must be signed by the hirer before the booking can be accepted:

"I certify that I am not less than 18 years of age. I have read and agree to be bound by the Terms & Conditions of Hire, for the time being in force, and I accept responsibility for the observance of the conditions and agree to pay on demand the letting charge hereby incurred.

I hereby indemnify the Local Governing Body of Marleigh Primary Academy against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting.

(In requiring this undertaking the Governing Body does not seek to absolve itself or any employees from liability as owners/occupiers of the premises.)"

3.3 The Governors reserve the right to refuse any booking which is deemed unsuitable.

4 Category of user

4.1 SCALE 1: Lettings to private organisations or individuals.

4.2 SCALE 2: Statutory use, community users & charities

4.2.1 Statutory use: e.g., parliamentary elections; meetings of candidates for parliamentary elections; county council, district council & parish council elections; parish meetings and parish council meetings.

4.2.2 Surgeries held by MP's or councillors.

4.2.3 Use by district councils for civic receptions on one occasion per year.

4.2.4 Fund raising activities by recognised charities.

4.2.5 Use by community users (i.e., individuals and organisations who are regular users of the school).

5 Scale of charges

	NORMAL TERM TIME HOURS		OUTSIDE NORMAL HOURS	
	Monday-Thursday (until 10.00pm) Friday (until 9.00pm)		WEEKENDS & OUT OF TERM	
ROOM	SCALE 1 £	SCALE 2 £	SCALE 1 £	SCALE 2 £
Large hall	24.00/hr	14.50/hr	40.00/hr	24.00/hr
Small hall	20.00/hr	12.00/hr	26.00/hr	15.50/hr
Classroom	18.00/hr	10.50/hr	24.00/hr	14.50/hr

5.1 Weekends and out of term bookings will be by negotiation, subject to availability, and subject to a minimum charge of three hours.

5.2 Setting up and clearing up times must be allowed for when completing the Booking Form, otherwise charges for additional time will be added to the final invoice.

5.3 Use of MPA equipment (e.g., piano, staging, projector, lighting, flipchart) will be subject to additional charges to be discussed and agreed with the office manager at time of booking.

5.4 Please note that the use of ladders and tower scaffold is strictly forbidden unless a current recognised certificate is produced at time of booking.

MPA/LET/...

Appendix 1: FACILITIES BOOKING APPLICATION FORM

Name of Hirer/Appointed Person: _____

Group/Organisation: _____

Address: _____

_____ PostCode: _____

Email: _____

Tel No: (Work) _____ (Home) _____

**APPOINTED PERSON WILL BE RESPONSIBLE FOR COMPLYING WITH
CONDITIONS AS PER TERMS AND CONDITIONS**

DATES REQUESTED:

DATE FROM	DATE TO	TIME FROM	TIME TO	TYPE OF FUNCTION/EVENT

FACILITIES & EQUIPMENT REQUIRED: (Please tick boxes)

FACILITIES REQUIRED		EQUIPMENT REQUIRED	
<input type="checkbox"/> Main Hall	<input type="checkbox"/> Small Hall	<input type="checkbox"/> Projector	<input type="checkbox"/> Piano
<input type="checkbox"/> Community Kitchen	<input type="checkbox"/> Classroom(s)	<input type="checkbox"/> Staging	<input type="checkbox"/> Flipchart
<u>Other (Please specify):</u> 		<u>Other (Please specify):</u> 	

ROOM LAYOUT: (Please tick boxes)

<input type="checkbox"/> Boardroom	<input type="checkbox"/> Theatre Style	<input type="checkbox"/> Horseshoe	<input type="checkbox"/> Informal
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NUMBER OF PEOPLE:

IS ALCOHOL BEING PROVIDED/SOLD AT THIS EVENT?

YES
NO

IF YES, A TEMPORARY EVENTS LICENCE MUST BE PROVIDED AND A COPY GIVEN TO THE HEAD OF OPERATIONS PRIOR TO EVENT.

PLEASE NOTE, PERMISSION WILL NOT BE GRANTED FOR THE PROVISION/SALE OF ALCOHOL WITHOUT A VALID LICENCE. A LICENCE CAN BE OBTAINED BY CAMBRIDGE CITY COUNCIL

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- 1. We have our own public liability Insurance and details are attached.
 - We do not have our own public liability insurance
 - 2. Copy of Current Ladders and Scaffold Certification
 - 3. We have read and agree to the Terms and Conditions
 - 4. Copy of Safeguarding Policy (for public events with children)
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I certify that I am not less than 18 years of age. I have read the academy's letting policy and agree to be bound by the Terms & Conditions of Hire, for the time being in force, and I accept responsibility for the observance of the conditions and agree to pay on demand the letting charge hereby incurred.

I hereby indemnify the Governing Body of Marleigh Primary Academy against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting.

(In requesting this undertaking, the Governors do not seek to absolve themselves or any employees from liability as owner/occupiers of the premises).

Print name: _____ **Date:** _____

Signed: _____

A person signing on behalf of a group/organisation must be authorised to do so.