

MARCH 2024



LETTING POLICY

HORIZONS EDUCATION TRUST
AMERICAN LANE, HUNTINGDON
CAMBRIDGESHIRE
PE29 1TQ

Introduction

The Trustees recognises that Academy premises and facilities are a valuable resource within the community and as such welcomes the opportunity to enable other users with special needs and disabilities to benefit from them when they are able to do so.

Those facilities that the Trustees make available will be at the discretion of individual Head Teachers, subject to them being not required for any organised activity within the Academy and consistent with the Academy's ethos.

This policy aims to clarify the procedure for letting the parts of an Academy facility that the Trustees wish to make available to the community. It is a basic principle that the facilities are provided for use in the normal educational and extra curricular life of our Academies, hence any use by external bodies, groups or individuals, will always be of a lower priority than any internal use.

Our Aims

By letting the facilities we intend to:

- Maximise the use of Academy facilities for the benefit of the community, especially specialist facilities for disabled groups.
- Ensure that the educational use of the building is prioritised.
- Raise money to support the operation of the Academy.
- Keep the Academy's equipment and buildings secure.

Procedure

1. The booking of the facilities, both by the Academy and external bodies beyond those scheduled by the normal Timetable and calendar will be the responsibility of the Operations Manager.
2. The Academies do not open during Public Holidays, or throughout the Academies' Christmas holiday period.
3. The Academy, upon a request from a potential user of the facilities, will send an application pack to the enquirer, which will include this policy that contains the Terms and Conditions of Use, the Schedule of Fees and an Application Form.
4. Once a signed application is received, written confirmation of a subsequent cancellation will be required in order for return of any deposit paid. It is the responsibility of all individuals organising events not scheduled but which involve the use of the facilities, to submit a Letting Application in good time. If notification is not received sufficiently far in advance it is liable to result in the facilities requested not being available for use.
5. Upon receipt of a Letting Application the Accounts officer will inform the person making the request that the booking is confirmed, or otherwise, and the estimated charges involved. Where requests are made by external bodies not known to the Academy, a deposit of 25% of the estimated final invoice will be required before booking can be confirmed.
6. The Accounts officer will inform the Caretaker of the specific needs of the booking.
7. The Caretaker will safeguard the facilities of the Academy by all reasonable means during any hiring and will immediately report any damage incurred.

8. Following the Hiring an invoice will be raised for the charges incurred plus any additional damage charges. 'Damage' will include the causing of unreasonable cleaning requirements following a hiring. The Caretaker will survey and note the condition of the premises/facilities with the hirer at the end of the event. Invoices should be settled within 30 days to prevent any and legal steps to pursue debt.
9. The Operations Manager, Caretaker and or Head Teacher have the right to put a stop to any hiring if, in their opinion, it is not being properly or safely conducted.

Letting Guidelines (see also Conditions of Use)

1. The Academy has priority use of the facilities.
2. The Academy will always seek to cover its costs.
3. The Academy will seek to treat hirers fairly.
4. Hirers will be expected to respect Academy property and honour all Academy and legal requirements (e.g. Health & Safety regulations) that may be in force at the time.
5. The person signing the Application Form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Use.
6. The Academy will only allow hiring of the facilities for purposes considered appropriate and suitable – The Head Teacher will be consulted in cases of uncertainty.
7. All potential hirers must visit the Academy prior to the letting in order to familiarise themselves with the Academy site and the specific facilities to be hired.
8. All hires are required to provide their own Risk Assessment of the facility being hired before the first day of use.
9. The Academy does not provide Public Liability Insurance cover for the hirer. The hirer needs to provide their own insurance and supply the Academy with a copy of the policy document; this is a requirement of the booking. Where the period of letting covers more than one year or the insurance policy, a copy of the new policy document will be required. Failure to have Public Liability Insurance leaves your group uninsured and at risk.
10. The hirer shall indemnify the Academy Trustees against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons what shall occur while such person is in, or upon, part of the Academy site or arise from any accident or occurrence which happens while such person is in, or upon, any part of the Academy site or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

Terms and Condition of Use

Booking Conditions

All letting fees shall be paid in accordance with the terms and conditions stated herein and as stated on the invoice. Where a provisional booking has been made and not yet invoiced, it may be cancelled by the hirer at any time. Once the booking has been confirmed and has been invoiced, it can not be cancelled unless 14 days prior notice has been given by the hirer. Where less than 14 days notice has been given, the Academy reserves the right to retain or claim from the hirer, the full fee relating to the facilities booked. Where the Academy is obliged to cancel a confirmed booking for any reason other than the hirer's instigation, the fee relating to the booking can be refunded or saved as a credit to be taken off the next booking.

Charges

The scale of Charges is set and approved by the CEO for the Academy Trust. The Scale of Charges is reviewed annually in September. The Academy reserves the right to amend the Scale of Charges and the facilities it offers to hirers at any time but normally annually in September of each year. A Scale of Charges page is contained at the end of this document.

Responsibilities

Academy Responsibilities

For the duration of the letting period the Academy will be responsible for the following provision:

- Adequate means of escape in an emergency.
- Adequate equipment available for the use should an emergency situation arises. This will include:
 - Fire extinguishers
- Adequate heating, lighting and ventilation and will include external lighting where available and agreed.
- Safe equipment and premises.
- Assistance available on call to deal with defects to plant and equipment (within the capability and training of the caretaking staff).
- Sufficient information given to hirers on the operation of equipment (e.g. hoist systems).
- Arrangements are in place to ensure the security of the premises at the end of the letting period (each session) if appropriate.
- The Academy will carry out periodic monitoring of the hire activities to ensure compliance with the hire conditions.

Hirer Responsibilities

For the duration of the letting period the named hirer will be responsible for and ensuring that all members of the group adhere to the following:

- Park in the designated areas only, leaving access for emergency vehicles. This includes yellow lines and yellow hashed areas clear at all times.
- Adhere to the 5mph speed limit while in the Academy grounds.
- Enter and leave the entire Academy site in a sensible and quiet manner.
- Arrive no sooner than 10 minutes prior to the allocated start time and vacate the entire Academy site no later than 10 minutes after the allocated finish time.
- No access to other Academy facilities is permitted.
- Ensure that adequate supervision is provided.
- Emergency procedures are followed.
- Provide a first aid kit.
- Notify the Academy if any of their group use oxygen or have a medical protocol.
- The hirer is responsible for all staff training and medical liabilities for their group within their Insurance policy.
- No Academy equipment and furniture, other than that specified in a written quotation or confirmation is to be used.
- Academy furniture shall not be removed from the room by the hirer except by arrangement with the Academy.

- Any furniture that is moved is replaced in its original position at the end of the session.
- All facilities are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment.
- Ensure the facility used is left clean and tidy. Any cleaning the Academy needs to do following the hire period may be charged to the hirer as an additional cost. Please keep the Academy clean and tidy for our children.
- The whole Academy site is an alcohol free area. It is an offence to either smoke or drink alcohol while on the site or within 1 metre of the fence. Note – the boundary at the front of the Academy is the footpath and not the fence line.
- Any electrical equipment brought on the site must be PAT tested and declared at the time of the booking.
- Familiarity with the emergency equipment such as:
 - Fire alarm points (break-glass ~ Red)
 - Access Control door emergency exit break-glass (Green)
 - Fire extinguishers
- All walkways to be kept free for easy access
- Emergency Exits are not obstructed.
- No gas cylinders or canisters (e.g. Oxygen) are used on the site, without written agreement from the Academy.
- Flammable and/or hazardous substances are not to be used, under any circumstances, on the site.
- Alterations to lighting or heating systems in not permitted.
- No fixings such as nails, screws, bluetac and adhesives are permitted.
- No running or playing ball games in classrooms, corridors, changing areas or offices.
- No sub-letting of all or any part at any time.
- Footwear likely to damage the floors is not to be worn. Please consult with the Academy prior to use.
- No animals, other than guide dogs, are allowed.
- Strictly no food or drink (other than water) is to be consumed on the Academy site.
- Litter and property belonging to the hirer, is to be removed by the hirer at the end of the period of hire (i.e. at the end of each session). Any costs incurred in removing these items will be charged to the hirer.
- Any persons acting inappropriately or in breach of these term and conditions will be asked to leave the Academy site immediately.
- The Academy reserves the right to ban individuals and groups from the Academy if necessary.
- Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.

Alcohol

Alcohol shall not be consumed on any part of the Academy site.

Accidents

In the event of an accident where the Emergency Services are required you may use the Academy telephone system by dialing 9 followed by 999.

All accidents must be reported to the Academy Head Teacher and an incident form may need to be completed for insurance purposes. It is in the interests of the club and the Academy that accidents and incidents are reported as this information may be required at a later stage by insurers or local enforcing authorities if a claim or investigation results from an accident or incident. Additionally, the Academy may wish to use the information as a way to highlight trends relating to accidents and subsequently improve the facilities or procedures.

Requirements for all Hirers

As a hirer of our facilities we ask that you have documentation to safeguard our facilities and safeguard members of your club. We therefore need to you provide us with copies of the following documentation:

1. Public Liability Insurance
2. Child Protection Policy if your club caters for young people/vulnerable adults. This must include your recruitment and vetting procedures and the name of your child protection Officer.
3. PAT Certificates for any electrical items you will be using in our facilities.
4. Valid coaching qualifications for all coaches and instructors where coaching is undertaken.

Accidents

In the event of an accident where the Emergency Services are required you may use the Academy telephone system by dialing 9 followed by 999.

All accidents must be reported to the Academy Head Teacher and an incident form may need to be completed for insurance purposes. It is in the interests of the club and the Academy that accidents and incidents are reported as this information may be required at a later stage by insurers or local enforcing authorities if a claim or investigation results from an accident or incident. Additionally, the Academy may wish to use the information as a way to highlight trends relating to accidents and subsequently improve the facilities or procedures.

Equality of Opportunity

At Horizons Education Trust we believe everyone deserves to be treated equally regardless of Age, Disability, Ethnic Origin, Language, Race, Religion/Belief and Sexual Orientation. We require all clubs and groups that use our facilities to operate in the same manner and abide by the Equality Act 2010.

Complaints Procedure

The follow comprises the complaints procedure for lets.

1. If the Academy has a concern about a let, the Academy Finance Officer will raise the concern with the hirer.
2. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
3. The hirer may write a letter of appeal to the Head Teacher.
4. If the concern is still unresolved, they should write a letter of complaint to the Head Teacher.
5. If a third party complains, the Trust Operations Manager will at first deal with the complaint and attempt to resolve the situation.
6. If this is not successful, a letter of complaint should be written to the Head Teacher.
7. The Head Teacher has the final word on any complaint or appeal of a termination of a hiring agreement.

Safeguarding Children and Vulnerable Adults

- Clubs and Groups catering for young people and/or vulnerable adults will be required to produce their Child Protection Policy/Safeguarding procedures, along with their Recruitment and Vetting procedures. This includes a requirement that all coaches and volunteers have a DBS check for children and adults that complies with Government requirements for the activity.
- These policies must be reviewed and submitted annually.
- Everyone in an educational setting shares an objective to help young people and vulnerable adults to be safe by:
 - Identifying young people and vulnerable adults who are suffering or are likely to suffer significant harm.
 - Preventing unsuitable people working with young people and vulnerable adults.
 - Promoting safe practice and challenge poor and unsafe practice.
 - Identify instances in which there are grounds for concern about a young person or vulnerable adults and initiate appropriate action to keep them safe.
- If anyone within your group has concerns about a young person or vulnerable adult they should immediately pass this information to your Club or Group's Child Protection Officer, who will contact the Academy Safeguarding lead
- As the named hirer of your Club or Group you must pass any issues surrounding Child Protection to the Academy Safeguarding lead or deputies.
- As an Academy we will reciprocate and provide and concerns surrounding child protection that might have impact on your club or group.

Appendix 1 – Spring Common Academy Specific Regulations

Fire

- Please familiarise yourself with the location of the fire call points and fire exits on entering the building.
- Should you discover a fire, please raise the alarm by sounding the nearest fire call point and report it to the caretaker immediately.
- Fire alarm call points require a key to activate them, which will be provided.
- The Academy Fire Alarm is linked to the Fire Service. However, please report the fire.
- You may use the Academy phone and dial 9 followed by 999 to report the fire to the emergency services. Huntingdon Fire Brigade is the nearest Fire Station to the Academy and generally responds within 5 minutes of the alarm being raised. They have access to the site through the Access Control Gates via a key.
- Each building has a Fire Beacon that indicates to the Fire Brigade which building has raised the alarm.
- On hearing the alarms evacuate the building and assemble at the Fire Assembly Point, which is located on the Hard Play Area adjacent to the Gym Building.
- Please check that your entire group has assembled in this area.
- DO NOT reenter the building for ANY reason.
- If you believe that a member of your club or group may still be in the building this needs to be reported to the Fire Brigade immediately they arrive on site.
- You may reenter the building ONLY AFTER the Fire Officer has confirmed it safe to do so.

Other Emergencies

If the building is evacuated for any reason other than for a fire, contact the Caretaker.

Health and Safety

The health and safety of your club or group member must be of the highest priority. As a hirer of our facilities we ask that you have documentation to safeguard our facilities and safeguard members of your club or group. We therefore need you provide us with copies of the following documents:

<u>Documentation</u>	<u>Provided</u>	<u>Not Provided</u>
Public Liability Insurance		
Child Protection Policy		
Name and Contact number of your Child Protection Officer		
PAT Certificates for any electrical appliances to be used on the Academy site		
Valid Coaching certificates for all coaches and instructors, where coaching is undertaken		
Risk Assessment of the facility being hired		

Accidents

In the event of an accident where the Emergency services are required please use the Academy telephone by dialing 9 followed by 999.

All accidents must be reported to the Head Teacher and an incident form may need to be completed for insurance purposes. It is in the interests of the club and the Academy that accidents and incidents are reported as this information may be required at a later stage by insurers or local enforcing authorities if a claim or investigation results from an accident or incident. Additionally, the Academy may wish to use the information as a way to highlight trends relating to accidents and subsequently improve the facilities or procedures.

Academy Access to the Spring Common Academy Site and Facilities

The Academy site operates an access control system on the entrance and exit gates as well as on the building external (and some internal) doors. All the gates are normally closed and need either a swipe card to open or opened by an operator in the Academy Office. To exit the Academy site by vehicle one must drive over one of the yellow marked box areas (there are three areas) near to the exit gates. To exit by one of the Pedestrian gates a swipe card must be used.

Access and egress for each respective building can only be made using a swipe card or on manual control (holding the door open) by the Group Leader who may be issued with a swipe card to gain initial entry. **Propping the door open is not permitted.** For most letting situations the Academy Caretaker will be on site to provide access for the group. Please note that all main exit doors that are access controlled can be disarmed by pressing the break-glass in the small Green box adjacent to the door. **Do not wait for the Caretaker to arrive if there is a fire.**

Swipe cards, if issued, will only be programmed for the specific buildings and times of the hire. A deposit of £10, per swipe card, will be held by the Academy in case of failure to return or being lost by the Group Leader. Access may also be gained through the Academy Caretaking staff.

Alternatives arrangements may be agreed between the Academy and the group under special circumstances.

Appendix 2 – Riverside Meadows Academy St Neots Specific Regulations

Fire

- Please familiarise yourself with the location of the fire call points and fire exits on entering the building.
- Should you discover a fire, please raise the alarm by sounding the nearest fire call point and report it to the caretaker immediately.
- Fire alarm call points require a key to activate them, which will be provided.
- The Academy Fire Alarm is linked to the Fire Service. However, please report the fire.
- There will be no access to a landline telephone, hirers will need to ensure they have a working mobile with them at all times. St Neots Fire Brigade is the nearest Fire Station to SN Academy. They generally responds within 5 minutes of the alarm being raised. They have access to the site through the building only.
- On hearing the alarms evacuate the building and assemble at the Fire Assembly Point, which is located at the front of the building.
- Please check that your entire group has assembled in this area.
- DO NOT reenter the building for ANY reason.
- If you believe that a member of your club or group may still be in the building this needs to be reported to the Fire Brigade immediately they arrive on site.
- You may reenter the building ONLY AFTER the Fire Officer has confirmed it safe to do so.

Other Emergencies

If the building is evacuated for any reason other than for a fire, contact the Caretaker.

Health and Safety

The health and safety of your club or group member must be of the highest priority. As a hirer of our facilities we ask that you have documentation to safeguard our facilities and safeguard members of your club or group. We therefore need you provide us with copies of the following documents:

<u>Documentation</u>	<u>Provided</u>	<u>Not Provided</u>
Public Liability Insurance		
Child Protection Policy		
Name and Contact number of your Child Protection Officer		
PAT Certificates for any electrical appliances to be used on the Academy site		
Valid Coaching certificates for all coaches and instructors, where coaching is undertaken		
Risk Assessment of the facility being hired		

Accidents

In the event of an accident where the Emergency services are required please use the Academy telephone by dialing 999.

All accidents must be reported to the Head Teacher and an incident form may need to be completed for insurance purposes. It is in the interests of the club and the Academy that accidents and incidents are reported as this information may be required at a later stage by insurers or local enforcing authorities if a claim or investigation results from an accident or incident. Additionally, the Academy may wish to use the information as a way to highlight trends relating to accidents and subsequently improve the facilities or procedures.

Academy Access to the RMA SN Site and Facilities

The Academy site operates an access control system on the entrance door as well as on the building external (and some internal) doors. All the gates are normally closed and need either a swipe card to open or opened by an operator in the Academy Office.

Access can only be made using a swipe card or on manual control (holding the door open) by the Group Leader who may be issued with a swipe card to gain initial entry. **Propping the door open is not permitted.** For most letting situations the Academy Caretaker will be on site to provide access for the group. Please note that all main exit doors that are access controlled can be disarmed by pressing the break-glass in the small Green box adjacent to the door, however all access control doors automatically release on fire alarm activation. **Do not wait for the Caretaker to arrive if there is a fire.**

Swipe cards, if issued, will only be programmed for the specific buildings and times of the hire. A deposit of £10, per swipe card, will be held by the Academy in case of failure to return or being lost by the Group Leader. Access may also be gained through the Academy Caretaking staff.

Alternatives arrangements may be agreed between the Academy and the group under special circumstances.

Appendix 3 – Riverside Meadows Academy Wisbech Specific Regulations

Fire

- Please familiarise yourself with the location of the fire call points and fire exits on entering the building.
- Should you discover a fire, please raise the alarm by sounding the nearest fire call point and report it to the caretaker immediately.
- Fire alarm call points require a key to activate them, which will be provided.
- The Academy Fire Alarm is linked to the Fire Service. However, please report the fire.
- There will be no access to a landline telephone, hirers will need to ensure they have a working mobile with them at all times. Wisbech Fire Brigade is the nearest Fire Station to WG Academy. They generally responds within 5 minutes of the alarm being raised. They have access to the site through the building only.
- On hearing the alarms evacuate the building and assemble at the Fire Assembly Point, which is located at the front of the building.
- Please check that your entire group has assembled in this area.
- DO NOT reenter the building for ANY reason.
- If you believe that a member of your club or group may still be in the building this needs to be reported to the Fire Brigade immediately they arrive on site.
- You may reenter the building ONLY AFTER the Fire Officer has confirmed it safe to do so.

Other Emergencies

If the building is evacuated for any reason other than for a fire, contact the Caretaker.

Health and Safety

The health and safety of your club or group member must be of the highest priority. As a hirer of our facilities we ask that you have documentation to safeguard our facilities and safeguard members of your club or group. We therefore need you provide us with copies of the following documents:

<u>Documentation</u>	<u>Provided</u>	<u>Not Provided</u>
Public Liability Insurance		
Child Protection Policy		
Name and Contact number of your Child Protection Officer		
PAT Certificates for any electrical appliances to be used on the Academy site		
Valid Coaching certificates for all coaches and instructors, where coaching is undertaken		
Risk Assessment of the facility being hired		

Accidents

In the event of an accident where the Emergency services are required please use the Academy telephone by dialing 999.

All accidents must be reported to the Head Teacher and an incident form may need to be completed for insurance purposes. It is in the interests of the club and the Academy that accidents and incidents are reported as this information may be required at a later stage by insurers or local enforcing authorities if a claim or investigation results from an accident or incident. Additionally, the Academy may wish to use the information as a way to highlight trends relating to accidents and subsequently improve the facilities or procedures.

Academy Access to the RMA WG Site and Facilities

The Academy site operates an access control system on the entrance door as well as on the building external (and some internal) doors. All the gates are normally closed and need either a swipe card to open or opened by an operator in the Academy Office.

Access can only be made using a swipe card or on manual control (holding the door open) by the Group Leader who may be issued with a swipe card to gain initial entry. **Propping the door open is not permitted.** For most letting situations the Academy Caretaker will be on site to provide access for the group. Please note that all main exit doors that are access controlled can be disarmed by pressing the break-glass in the small Green box adjacent to the door, however all access control doors automatically release on fire alarm activation.. **Do not wait for the Caretaker to arrive if there is a fire.**

Swipe cards, if issued, will only be programmed for the specific buildings and times of the hire. A deposit of £10, per swipe card, will be held by the Academy in case of failure to return or being lost by the Group Leader. Access may also be gained through the Academy Caretaking staff.

Alternatives arrangements may be agreed between the Academy and the group under special circumstances.

APPENDIX 3 - LETTING APPLICATION

(Please complete this form clearly in block capitals)

Name:

Address:

.....
.....
.....

Post Code:

Tel No: Daytime:

Evening:

Organisation (if any):

Facilities Required:

Nature of Function:.....

.....
.....

Date(s) Required:

Hours Required:

(Please allow set up and clear up time)

Date of Application:

I certify that I am not less than 18 years of age and accept responsibility for the observance of the Letting Conditions, and that I agree to pay on demand the lettings charge hereby incurred.

I hereby indemnify the Trustees of Horizons Trust against all claims in respect of injury, loss or damage (including Academy property) arising from this letting. In requiring this undertaking the Academy does not seek to absolve itself from liability as owners/occupiers of the premises.

Signed:

Name (block capitals):

Date:.....

*Cancellations
Please see the Booking Conditions section*

Lettings ~ Scale of Charges (From September 2023)

<u>Facility</u>	<u>Weekday[^]</u>		<u>Weekend/Holidays*</u>	
	<u>Hourly Rate</u>	<u>Day Rate**</u>	<u>Hourly Rate</u>	<u>Day Rate**</u>
Spring Common Upper School Hall	£45	N/A	£60	£500
Spring Common Meeting Room	£45	N/A	£60	£400
Spring Common Main Pool	£45	N/A	£60	£400
Spring Common Hydro Pool	£45	N/A	£60	£400
Riverside Meadows SN Main Hall	£45	N/A	£60	£400
Riverside Meadows WG Main Hall	£45	N/A	£60	£400
Riverside Meadows WG Gym Suite	£45	N/A	£60	£400
Class room up to max 12 (all sites)	£45	N/A	£60	£400
Fields (all sites)	£45	N/A	£60	£400

Weekday = 4.00pm to 5.00pm Term-time.

Our Academy premises are closed on Bank and Public Holidays.

**Day Rate = 9.00am to 5.00pm (Half Day = 50% of charge).
(Holidays and Weekends)**

****If you wish to use the facilities outside of the times specified above, please put this in your application letter and all applications will be considered. Success of applications will depend on the availability of the premises and the caretaker.***

Policy agreed on: 29/11/2023

Signed on behalf of the Trustees Mark Williams

Committee: Finance People and Premises

Author: G Cowcher

Review date (optional): March 2024

Website **Y/N**