



Weldon Village
Academy

Academy Lettings Policy

Document Control

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Revisions

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1 Adoption

The Academy Council adopted the lettings policy and the scale of charges set out below.

2 Introduction

The Academy regards the academy's buildings and grounds which are owned by Meridian Trust as a community asset and will make every reasonable effort to enable them to be used as much as possible.

3 Policy Objectives

The Academy adopts and endorses the following policy objectives:

- Develop the role of the Academy as part of the community
- Ensure that the Academy plays a positive role for local residents

4 Definition of a letting

A letting may be defined as “any use of the Academy premises (buildings and grounds) by either a community group or a commercial organisation”. Activities which fall within the corporate life of the academy, such as PTA meetings and events and extra-curricular activities for pupils organised by the Academy are not considered lettings.

5 Priority for lettings

The Academy is mindful of the needs in the local area and the following lettings are especially encouraged:

- Local community groups
- Local sports teams

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the Academy or are not able to be accommodated within the academy facilities:

- Parties
- Political events

6 Designated status

Designated User: The Academy has decided that for the purpose of charging there will be the following categories of designated user. These are:

- Charitable causes
- Children's activities
- Other

7 Charges and Payment

Scale of charges

The Academy is responsible for setting charges for the letting of academy premises and will ensure that the Academy budget does not subsidise non-school activities and that all costs are recoverable. In arriving at their scales of charges the Academy has followed the following principles:

- There will be parity of treatment for similar users
- The overall cost of letting Academy facilities will be recovered from users

For the purpose of charging, the Principal and Site Officer are empowered to determine to which group any particular individual or organisation belongs.

The scale of charges is attached at Appendix 1 to this policy and will be reviewed annually by the Academy for implementation from the beginning of the next financial year.

Discounts

The Principal and Site Officer may offer discounts or agree a subsidy for any lettings, as they deem appropriate.

VAT

The Academy is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, sports lettings are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The Academy will record the VAT element of any income.

Minimum charges

The minimum hire period will be 1 hour.

Deposits

The Academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (**including any equipment**) or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

Payment methods

Payment for individual bookings will be required in full at the time of booking. Payment for recurring booking will be payable termly in advance. A receipt will be issued for all payments received.

8 Cancellations

The Academy will seek to recover any cost incurred by the academy which is unavoidable and results directly from the cancellation of a letting. Details of the cancellation charges are shown in the scale of charges in Appendix 1.

9 Letting times, available facilities and equipment

Please see the costings sheet for available facilities. No letting can take place during school hours. All lettings are subject to availability of staff and cost effectiveness.

All lettings will be subject to the approval of the Principal and/or Site Officer.

10 Management and administration of lettings

The Trust has delegated day-to-day responsibility for lettings to the Principal. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

An annual report on lettings will be made to the Academy Council and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

11 Considering applications for lettings

Organisations seeking to hire the Academy premises should approach the Site Officer. Details of charges and conditions of hire should be given.

A request form (attached as Appendix 2) should be completed at this stage and a record of all enquiries should be kept. The Site Officer will decide on the application with consideration to:

- Interference of school activities
- The priority for lettings agreed by the Academy
- The availability of the facilities and staff
- The Academy's equal opportunities, health and safety and child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Academy Council.

12 Issuing a lettings contract/Conditions of hire

Once a letting has been approved, a letter of confirmation will be sent to the hirer enclosing a copy of the Conditions of Hire. The Academy must be in receipt of a copy of the Conditions of Hire signed by the hirer before a letting takes place.

The Academy Council have adopted the Conditions of Hire which are attached at Appendix 3.

All formal hiring of the Academy premises, including those for which no charge is made, shall be properly documented. All hirers must complete a Hire Agreement and will receive a copy. The Hire Agreement is a contract which the Academy Council may legally enforce. No member of staff is

allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the Academy Council.

13 Security

The Principal has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. The Academy's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

14 Complaints procedure

A complaint about the Academy from someone letting the academy premises should be dealt with by following the Academy's complaints procedure. Complaints by a third party about a letting should be forwarded to the Hirer. If the Hirer does not have their own complaints procedure, the Academy will investigate the complaint using its own procedure.

15 Review of Policy

The Academy Council will review the policy each year in the month of September.

Appendix 1 - Scale of Charges and cancellation charges (2023-2024)

INSIDE AREA	CHARGES		OUTSIDE AREA	CHARGES	
Meeting Room Hire Conference Room	£15.00 per hour		Tennis / Netball	£15.00 per hour without changing facilities	Netball - 4 courts available with goals
				£20.00 with changing facilities	Tennis - 5 courts available during the summer (dates tbc)
Classroom Hire	£15.00 per hour				
School Hall (Hall not specifically built for sport, irrelevant of activity) Can cater for: <ul style="list-style-type: none"> • 2 x Badminton Courts • 1 x Basketball Court • 1 x Volleyball Court • Dodgeball 	£20 week days £22 at weekends				
Sports Hall Can cater for: <ul style="list-style-type: none"> • Cricket • Basketball • Football • Futsal Ball • Badminton • Dance/Exercise groups • Dodgeball 	£32.50 week days £38 at weekends				
Dance Studio	£22.50 week days £25 at weekends				

Appendix 2 – Booking Form for Academy Lettings

Additional Information

- We request that you and your members wipe the area used after each session, this includes sweeping the floor after use & wiping any Academy equipment you use.
- You will be allowed to be onsite 15 minutes before your allocated letting time to set up and the same after each session. This 15 minutes will be free of charge. If you need more time than this, then please let us know and we can work out the charge on the time needed to set up and clean down.

Name of Hirer:			
	<i>(Club, group, person, body, association, limited company)</i>		
Contact Name:		Position:	
Address of Hirer:			
Postcode:		Contact Number(s):	
Email Address:			

Purpose of Hire:			
Attendees Total No:			
No. Adults:		No. Children:	
Single Booking	Date:		
Start Time:		End Time:	
Block Bookings – Frequency/Days			
Start Date:		End Date:	
Start Time:		End Time:	

Booking times must allow sufficient time for preparation and clearing away before and after the event.

Facility Required:	
Dining Hall	
Assembly Hall	
Kitchen	
Sports Hall	

Equipment Required:

Other Arrangements:

The Academy does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met, and the facilities are fit for purpose.

Will refreshments be served?	Yes		No	
Will alcohol be consumed?	Yes		No	
If yes, will the alcohol be served or sold?	Served		Sold	

If permitted by the Academy, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.

I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer):	
Full name:	
Date:	

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the Academy.

Please return the form to:

enquiries@weldonva.org or Academy Lettings, Weldon Village Academy, Oundle Road, Weldon NN17 3GE in advance of the booking, together with a copy of your insurance and risk assessment.

Academy use only

This application for letting is:	ACCEPTED		REJECTED	
Signed:				
Position:				
Date:				

Evidence of own insurance cover supplied and approved	Yes		No	
If no, include in Academy's insurance cover	Yes		No	
Does the letting involve working with children/young people?	Yes		No	
If yes, has the Academy followed their safeguarding procedures?	Yes		No	

Conditions of Hire

Particulars of Hire

The Academy [**Weldon Village Academy**] of [**Oundle Road, Weldon NN17 3GE**] (the “Academy”) permits the hiring of facilities within the academy (“the Premises” as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer:	
Address of Hirer:	
Premises to be hired:	
Hire Period From: [date and time]	
To: [date and time]	
Hire Fee:	
Deposit:	
Permitted Use:	
Equipment provided:	
School Emergency:	
Contact:	
Any other information or arrangements:	
Signed on behalf of the Academy	
The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.	
Print Name:	
Signed on behalf of the Hirer:	
Date:	

Terms and Conditions

1. Interpretation

- a. Health and Safety Legislation:
- b. Academy: means the Academy of the School, its employees and agents.

2. Use and Access

- a. The Academy permits the Hirer to access and use the Premises on the times specified for the Permitted Use.
- b. The Academy do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The Academy retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by Academy staff.
- f. The Premises remain in the Academy's legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

3. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Academy or any other occupiers within the building or any owner or occupier of neighbouring property.
- b. Academy kitchens may only be used with the express consent of the Academy and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with Academy property/equipment or other parts of the building which do not form part of this hire agreement.
- d. Alcohol is not to be allowed to be sold on the Premises unless prior permission is given by the Academy and a licence obtained by the Hirer.
- e. Illegal drugs are not to be brought onto or consumed on the Premises.
- f. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- g. Smoking is not allowed on the Premises or the building at any time.
- h. No betting, gaming or gambling is allowed on the Premises without the written permission of the Academy and the relevant licence from the licensing authority.
- i. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

4. Hire Fee and Deposit

- a. The Hire Fee is due and payable at the time of booking.
- b. The Academy reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

5. Condition and Damage

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or Academy property will be the responsibility of the Hirer and the Hirer shall pay to the Academy the cost of making good any such damage.

6. Insurance

- a. Commercial Hirers must hold public liability insurance in respect of their occupation of the Premises for a minimum of £2 million and will provide a copy to the Academy.
- b. Non-Commercial Hirers, individuals or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance do not need to purchase their own PL insurance separately. They are automatically covered under the school's existing insurance policy for public liability up to a limit of £2m.

7. Indemnity

- a. The Hirer shall keep the Academy indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

8. Loss

- a. The Academy does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided.
- b. The Academy shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the Academy of access to or use of the Premises.

9. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

10. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the Academy of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the Academy Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

11. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Academy upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

12. Cancellation

- a. The Hirer may cancel the booking at any time by contacting the Academy. Bookings cancelled less than 72 hours in advance will be subject to a 50% charge. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.
- b. This agreement will be cancelled immediately should the Hirer breach these Conditions of Hire at any time and no Hire Fee (or part thereof) shall be refundable.
- c. The Academy reserves the right to cancel the booking at any time without notice and without assigning any reason but will endeavour to give as much notice as possible. In such circumstances, the Academy will refund the Hire Fee (and any deposit) but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

13. Advertising

- a. The Academy must approve all advertising and posters concerning the use of the Premises.

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