ALDRIDGE EDUCATION

Lettings Policy

Applies to (Mark as appropriate)			
Staff	Pupils / Students / Adult Learners	Parents / Carers / Guardians	Contractors
✓			✓
Volunteers	Students on placement	Trustees / LGC / Members	Visitors
✓		✓	✓
Agency Staff	Other	a	a
✓	✓		

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Version	Reviewer	Revision Date	Nature of Activity and Changes made
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Published Locations			
Trust Website	Academy Website	Aldridge Intranet	On-request
	✓	✓	✓

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1. Aims

We aim to:

- Make every reasonable attempt to ensure the school's premises and facilities can be used, where appropriate, to support the local community as well as partnering with outside organisations
- Allow the hiring of the premises and facilities without using the school's delegated budget (which is provided for the education of its pupils) to subsidise this
- Charge for the use of the premises and facilities to cover the costs of hire to reimburse the schools budget and, where appropriate, raise additional funds for the school
- Restrict any hiring out of the premises and facilities which may interfere with the school's primary purpose of providing education to its pupils
- Prohibit any hiring out of premises or facilities which may bring the academy or Trust into disrepute, hold different views to our own or fail to comply with our norms

2. Areas available for hire

AE operate both in-house lettings management operation in its Academies and outsourced lettings provisions. The following relates to both operations;

2.1 Available areas

The facilities that are available for hire / lettings vary significantly by academy. Full details are available via the Schoolhire bookings platform or via the 3rd party operators booking platform. Facilities may include:

- Sports hall
- Sports pitches, courts and playing fields (grass, 4G, MUGA etc)
- Swimming pools
- School Halls
- Theatre
- Classrooms
- Dining areas
- Assembly areas

2.2 Capacity and rates

The capacity and rates for hiring each vary and prices are listed on the School hire booking platform. Schoolhire are AE bookings partner for the hiring of all of its Academies facilities, even if the lettings provisoin and management is out-sourced.

https://schoolhire.co.uk/

3. Charging rates and principles

3.1 Rates

Hire rates are set by AE on behalf of its' schools. The charges are periodically reviewed in consultation with the Academy. A charge may be levied to cover cost of services (heating and lighting), cost of staffing (additional security, caretaking and cleaning), cost of administration, cost of "wear and tear", cost of use of school equipment (if applicable) and a profit element (if appropriate). Academies may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the academy and the local community.

Lettings taken outside of the Academy's core operating hours will be charged at time and a half to cover the additional staff costs.

Hire charges are available on https://schoolhire.co.uk/.

3.2 Cancellations

We reserve the right to cancel any agreed letting in line with the conditions set out in terms and conditions on the Schoolhire website https://schoolhire.co.uk/ or the local out-sourced provider. This includes the refund policy and conditions around indirect or consequential losses, including any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire in line with the cancellation policy as stated above.

4. Application process

Those wishing to hire the premises must do so via the Schoolhire booking platform as appropriate for each academy https://schoolhire.co.uk/. The platform provides a facility enquiry, request, messaging and payment facility for all lettings and transactions.

All bookings and payments must be made via the Schoolhire bookings platform or the linked outsourced provider. Depending on the lettings further documents may be requested.

The request / enquiry will be contacted by the Academy / provider via the bookings platform and if approved they will be provided with details of how to submit payment, request any additional information / documents and make arrangements for the date and time in question.

Depending on the value and / or the size of the letting a non-refundable deposit may be requested to secure the booking and / or to cover the cost of any damage.

The hirer will be provided with the details of the emergency evacuation procedures and other relevant health and safety documents.

All hirers, whether groups or individuals, are responsible for arranging their own public liability insurance and to ensure the insurance covers all their legal liabilities for accidents resulting in injury to persons (including all participants in the activity for which premises are being hired). This cover must also extend to include loss or damage to the premises of the academy site arising out of the letting. Evidence of the appropriate cover will be required by the academy in advance of any hire and will be subject to annual review.

The academy and Trust reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the academy, or reputational damage may occur.

The hirer is responsible for any license that may be required for their booking and a copy must be provided to the academy a minimum of 2 weeks prior to the event.

5. Safeguarding and the Prevent Duty

The Trust is dedicated to ensuring the safeguarding of its students at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a possibility that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when pupils may be present in the academy (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the Police who will remove the person or group from Trust premises.

Specific safeguarding questions are asked in the booking process and form part of the terms and conditions that hirers agree to abide by on acceptance and confirmation of their booking – refer to section 6 for details.

6. Terms and conditions of hire

Terms and Conditions

All terms and conditions of hire apply to all non-school use of Aldridge Education premises. All potential hirers must agree and adhere to these terms and conditions before a booking will be accepted. Agreements may also be with the out-sourced lettings partner.

Definitions

"Estates Officers" means an authorised member of the school's staff, normally, the Estates officer or, for operational matters during the letting, the supervising staff on site at the premises.

"Hirer" means the person(s) making the booking and in addition any organisation for whom the Hirer has stated in such form to be acting. The liability under the hiring agreement of the Hirer and such organisation shall be joint and several.

"our" "we" and "us" means Aldridge Education.

"premises" means the Aldridge Education school premises, including its external grounds, buildings, internal spaces and facilities.

Status of Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and does not give exclusive possession to any part of Aldridge Education property or premises or creates any tenancy between Aldridge Education and the Hirer.

Making a booking

A booking request will remain provisional until we accept the booking request. If the booking request date is more than six months ahead of the actual hire date, we may hold the request on a provisional basis until the school timetable is fixed. We may also need to pass on any increases in hire rates that become payable in the intervening period. Where this is the case The Hirer will have the option to cancel the Hirer's booking and no charge will be levied for the cancellation. The Hirer must disclose in full the nature and purpose and use of the school premises at the time of the Hirer's booking. Use of the premises is limited to those activities specified in the Hirer's booking request and subsequently accepted and agreed by us. The hire of any space or facility at our premises is entirely at our discretion. We reserve the right to decline a booking request for any reason.

Hire Charges

- **VAT:** Our charges are shown in the Booking Form. All Aldridge Education venues are VAT-registered. HMRC's VAT rules for lettings are dependent on the planned use of the space or facility for each booking, and bookings from businesses and some other categories may be subject to VAT. We will advise the Hirer of this at the time of booking.
- **Events / multi-room bookings:** Bespoke quotes will be provided for events / multi room bookings and may include a booking deposit, a damages/cleaning deposit and/or additional charges as detailed below and as set out in the bespoke quote.
- **Booking deposit:** Where a booking is made more than thirty (30) days in advance of the booking date, a booking deposit may be payable at the time. We will confirm the deposit at the time of the booking request. The remainder of the booking charge will be due thirty (30) days before the booking date. Notwithstanding that a deposit has been paid to us, the letting will only proceed if all required documentation (including evidence of valid insurance) has been provided to us.

- **Damages/Cleaning Deposit:** Where a damages/cleaning deposit is paid, it will be returnable within 3 days after the date of hire subject to there being no charges against it. Damages or additional charges incurred (cleaning or making repairs for damage caused during the hire period) may be levied against this advance payment. We reserve the right to retain the damages / cleaning deposit should these Terms and Conditions of Hire be breached. If damage caused by the Hirer or other additional charges incurred exceed the deposit, the Hirer will be charged the remaining amount. The Hirer's liability to pay for damage as a result of the letting or other additional charges is not limited by the deposited amount.

Payment terms: Block bookings / One-off single-space bookings

For one-off booking requests (or a series of bookings lasting less than one month), full payment in advance is required at the time when the booking request is accepted by us. For block booking requests longer than one month, we will require payment for the first month when The Hirer's booking request is accepted. Unless otherwise agreed in writing, payment for subsequent months will be monthly, payable just prior to the commencement of each period.

Payment terms: Event bookings / Multi-space bookings

For Events and Multi-space bookings, a bespoke quote will be prepared for the Hirer. We may request payment upfront for any out-of-pocket charges. Where a booking is made more than thirty (30) days in advance of the booking date, full payment is required at the time of the booking. Thirty (30) days before the date of the event date.

Cancellation / Termination by the Hirer

- **Block bookings:** Cancellation by the Hirer of any session remains the responsibility of the Hirer to provide in notice in writing and to receive a positive confirmation of receipt. A full refund will be issued if the cancellation is made at least 7 days in advance of the start of the session to be cancelled. Refunds will not be available for notice periods less than 7 days' notice. We reserve the right to review or cancel block bookings if a high number of cancellations are made. A refund will be issued if the cancellation of the whole of the block booking is made at least 30 days' notice.
- **One-off bookings (other than events / multi room bookings):** Cancellation by the Hirer of any booking remains the responsibility of the Hirer via to provide in notice in writing and to receive a positive confirmation of receipt. A full refund will be issued if the cancellation is made at least 30 days in advance of the start of the hire. Refunds will not be available for notice periods less than 30 days.

Cancellations / termination by Aldridge Education

- We may at any time cancel a booking if the premises or a specific facility within the premises is unavailable for use. In such circumstances a full refund of the hire price for the cancelled booking will be made. We will not accept liability for any compensation claim or other out-of-pocket costs incurred by the Hirer. The Hirer may wish to consider insurance accordingly.
- We may terminate a booking with immediate effect and without any refund or compensation where:
    - the Hirer is in breach of any aspects of our Terms and Conditions of Hire
    - the Hirer or any member of its group or attendees conduct activities on the site that are incompatible with our values to promote the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs
    - any activity, entertainment or meeting is in our opinion not properly conducted or which may infringe any of the provision hereof in particular any suspected disorder, damage, offence or illegality
    - activities take place that were not agreed as part of the booking.

Should termination be necessary, no refund will be paid, and we will not be liable for any costs incurred by the Hirer in anticipation of the booking.

Use of facilities

- The Hirer must not use any premises equipment or space not agreed in the booking. Use of the premises or the relevant part of it and entry to it is limited to the purposes and times stated on the booking form.
- The Hirer must sign-in with the site Estates Officers on arrival at the premises at the start of each hire period, remain present for the entire duration of the hire, and sign-out with the site Estates Officers at the end of the hire. The Hirer must also keep a register of the Hirer's guests and provide a copy to the site Estates Officers on request.
- The Hirer is responsible for the conduct and effective stewarding of the Hirer's event and for the maintenance of order of all the Hirer's guests, including event attendees, opposing teams and spectators.
- Premises, fixtures and fittings, equipment and furniture must not be altered or moved without prior permission from Site Estates Officers. The Hirer may not drive bolts, nails, screws, bits, pins, spikes or other similar objects into any part of the premises. The Hirer may not attach any notice, poster, placard or other similar object in a way that causes damage to the decoration or building or incurs additional cleaning or repair costs afterwards.
- If anyone under the age of 18 is to attend the booking, the Hirer is responsible for their supervision, safeguarding and safety. This must include:
    - having an appropriate ratio of adults-to-under 18s at each session
    - having a safeguarding policy in place
    - ensuring coaches / adults are fully trained
    - ensuring up-to-date DBS certificates are held for all adults involved

Copies of the Hirer's safeguarding policy and DBS certificates may be requested by Aldridge Education to hold securely on file for the duration of the booking.

- The Hirer is responsible for the conduct of all participants including opposing teams and spectators. The Hirer shall monitor and control (as reasonably directed by Site Estates Officers) noise levels, bad language/behaviour, excessive vehicle speed and inconsiderate parking.
- Permission must be provided in advance by Estates Officers for any external suppliers that the Hirer need to bring on-site for any reason.
- No sub-letting is permitted.
- The Hirer are not permitted to grant broadcasting or filming rights without our prior written consent.
- We operate a strict no smoking/drugs policy which applies to all internal and external areas.
- No alcohol may be consumed on the premises without prior written permission from the school Principal.
- No materials of a flammable nature may be brought onto the premises.
- The Hirer must ensure all scenery and costumes used for stage performances and the like must be fireproofed, in accordance with current legislation.
- The Hirer must inform the Site Estates Officers immediately of all accidents, injuries or near misses that occur at the premises.
- Our Estates Officers may on verbal notice, terminate the Hirer's booking immediately where the Hirer or the Hirer's group contravene any of the following points:
    - any form of verbal or physical abuse towards our staff or any other person at the premises
    - dogs or other animals are brought into the premises (other than assistance dogs)
    - any misuse of our equipment/buildings
    - any use of/access into areas within the premises or to equipment not agreed in the booking.
- The right to remain on the premises at any time during the hire is reserved to Aldridge Education, our staff and any Police Officer.
- The Hirer must be present for the entire duration of the hire. The Hirer must secure the preservation of order at all times, and take all reasonable steps to prevent injury, loss or damage

to any person or property, on all occasions on which the premises(s) is used by virtue of such permission. The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in keeping good order.

- The Hirer shall be responsible to ensure the number of attendees does not exceed that stated in the booking and must not exceed the maximum capacity for any room.
- If attendee numbers exceed the stated in the booking and must not exceed the maximum capacity for any room the Hirer will immediately reduce the number of attendees in the Hirer's group or we may immediately cancel the event and require the immediate exit of the premises by the Hirer and the event attendees.
- No goods/refreshments may be made available/sold by the Hirer at the event without prior agreement being given by the Site Estates Officers.
- If an admission charge is to be levied by the Hirer to attendees this must be detailed in full in the booking request.
- Risk Assessment. The Hirer must ensure that suitably qualified supervision is available for all activities. The Hirer must ensure:
    - For swimming pool lettings, the Hirer shall ensure adequate qualified lifeguarding provision and shall provide to the Site Estates Officers, at least 48 hours before the letting, copies of current certificates for the named qualified lifeguarding staff who will be present;
    - For trampolining the Hirer shall ensure that the activity is strictly supervised and controlled by qualified staff and shall provide to the Site Estates Officers, at least 48 hours before the letting, copies of current certificates for the named qualified staff who will be present;
    - For all other sports and leisure activities the Hirer shall conduct a risk assessment and ensure that they have suitably qualified attendees and supervision to mitigate risks for the participants.

Aldridge Education is not responsible for overseeing or approving risk assessment, supervision and/or control of activities by Hirers.

Vacating on time

The Hirer shall ensure the members of its group/event attendees respect other facility users, our staff and our neighbours and show by vacating the space promptly. The Hirer's period of hire is set out on the booking form includes time to clear up and leave the premises. The Hirer shall ensure the premises is completely vacated by the Hirer and all attendees at the end of the hire period set out in the booking form. The Hirer must leave time for clearing up and leaving the premises within period of hire. For large events and multi room bookings the Hirer must leave an hour for clearing up.

For late night events and last events of the day, the premises will be locked 15 minutes after the booking/event end and all persons and vehicles must have left the premises by this time. If the premises are not vacated on time, and additional per hour charge will be levied at twice the published hourly rate for all rooms booked will be levied on the Hirer.

End of the booking / leaving the premises.

The Hirer must ensure that the premises is left in a clean and tidy state. Where equipment and furniture had been provided, the Hirer will ensure that these are in like condition and in position as found. Any unplanned additional cleaning undertaken by us will be charged to the Hirer at the rates set out in these Terms and Conditions or as otherwise notified to the Hirer at the time of making a booking. The Hirer shall ensure all property brought into the premises for the purposes of the hiring (including all equipment, props, display materials or furnishings) are removed before the expiration of the hiring. Aldridge Education shall not be responsible for any property left behind and reserve the right to levy a storage charge whilst it is on the premises and/or a charge to remove and/or dispose of it. A storage/removal charge of £500 will be levied for each day such equipment is not removed. Where Aldridge Education incurs additional charges to safely dispose of the items, such charges will be levied on the Hirer.

Electrical Equipment

No electrical equipment or electrical apparatus shall be brought onto the premises or connected to the school electrical supply without prior permission. On permission being granted the Hirer should ensure that all equipment or electrical apparatus are fit for purpose, in good condition, electrically tested within the last year for electrical safety, properly insulated, fused and electrical plugs and sockets are not to be overloaded.

Events and Performances

Where copyrighted work is being performed or displayed (including where recorded music is being used in a performance, dancing and/or any theatrical productions), the Hirer is responsible for obtaining any necessary permission or license and for observing any license terms. Where applicable, the Hirer is also liable to the copyright holder for settling any royalty payments. A copy of the performance license must be provided to us at least 48 hours before the letting. In the event that the we consider that the terms of any license are being breached, we may immediately terminate the letting.

The hirer is responsible for applying for and providing the Academy with a copy of any (special or temporary) event license as required by the local authority, a minimum of 48 hours prior to the event.

Parking

Cars must be parked in authorised locations and should be parked only for the duration of the booking hire. Aldridge Education does not guarantee the availability of on-site parking. The Hirer and attendees should take care to observe any on street parking restrictions and not to cause nuisance to neighbours. Parking may not be available at Dukes Aldridge Academy where there is a Tottenham Hotspur Football game at home.

Footwear

Unless otherwise agreed on the booking form, only non-marking shoes may be worn in internal sports areas. Only flat-soled trainers (no blades/spikes/studs) may be used on all-weather pitches.

Publicity

No notices or other posters, placards, banners, flyers, or similar objects shall be attached by adhesive or otherwise to the premises without prior permission of the relevant school Principal as to its as to its design and use. Where permission is granted, publicity materials must not claim or imply the support/endorsement by Aldridge Education of the event. Publicity materials for any event must not be affixed to any public space without receiving the prior permission from the property owner in advance.

IT Policies

The Hirer must ensure that their group complies with Aldridge Education's Internet and IT policy (as notified to the Hirer from time to time) and shall be responsible for ensuring that IT resources are not used for any illegal or immoral purposes

Insurance and Damage to the Premises

- The Hirer warrants that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate schedule of insurance cover on demand. The Hirer will be responsible for any damage to Aldridge Education's property or buildings caused by the Hirer or their guests. The Hirer shall repay to Aldridge Education on demand the cost of reinstating and replacing any part of the premises and any furniture, equipment, or other property belonging to Aldridge Education which is damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring or occupation. The amount of the cost shall be certified by the Academy whose certificate shall be final. The Hirer is responsible for and shall indemnify Aldridge Education against any claim which may arise out of the hiring or which may be made by any person reporting to the premises during or in relation to the hiring in respect of any such loss, damage or injury. When a booking covers consecutive

days, it will be the responsibility of the Hirer to ensure their own belongings and equipment are not left overnight in the specified hall or room unless by prior arrangement.

- Aldridge Education accepts no responsibility for the loss or damage of personal property (including vehicles) brought into the premises or grounds during the hire. Aldridge Education shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by, or done or happened by any person using the premises during or in relation to the hiring arising from any cause whatsoever or any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or act of nature which may cause the premises to temporarily close for the hiring to be interrupted or cancelled.

Variations

Aldridge Education reserve the right to vary these Terms and Conditions by giving notice in writing.

Fire Evacuation Information

Fire Evacuation Procedures are held at reception. Please take time to read these prior to the Hirer's activity. The Hirer will be shown the location of the Fire Assembly Point as part of the Hirer's site induction. Hirer's are responsible for ensuring they familiarise themselves with fire exits, alarm signs and are able to manage the safe evacuation of their group and/or event attendees and account for them in the event of an emergency evacuation. The Hirer is responsible for communicating the Fire Evacuation Procedure to their group as soon as possible after their arrival at the premises. This must include emergency routes and exits.

When the Fire Alarm sounds, evacuation MUST take place.

Action on finding a Fire. The Hirer or the member of the Hirer's group finding the fire must:

1. Activate the nearest Fire Alarm by breaking the glass. Our staff will call 999.
2. Follow the points below

Action on hearing the Fire Alarm. The Hirer and all members of the Hirer's group must:

1. Evacuate the building using the nearest Fire Exit door (routes of escape are indicated with arrow signs showing direction to travel). Do not stop to collect the Hirer's belongings.
2. If using an upper floor, use the stairs to evacuate (the lift must not be used) and follow the Fire Exit signs
3. Report to the Fire Assembly Point and give the Hirer's name to the site fire warden identified. The Hirer must have a list of all names of the Hirer's attendees and the Hirer must be able to account for all members of the Hirer's group.
4. Remain at the Assembly Point until the Hirer are told by the site fire warden that it is safe to return to the location of the Hirer's booking.

Fire Risk Assessment

The Hirer is responsible for conducting own Fire Risk Assessment which will inform their own fire safety arrangements.

Health and Safety Information

The Hirer are responsible for undertaking a risk assessment covering all the Hirer's activities prior to the Hirer's event, and for providing a copy of this to us.

- We do not provide First Aid support for the Hirer's booking or event. The Hirer will therefore need to ensure that the appropriate level of First Aid support is in place.
- All incidents and accidents must be reported immediately to Site Estates Officers.
- Fire exits, corridors and egress routes must be kept clear at all times.
- CCTV is in operation throughout the building.
- Inclement weather may occasionally affect the safety of our venues. We will do our best to inform the Hirer when facilities are unsafe for use, but weather can change quickly. It is therefore the responsibility of the Hirer to continually assess the condition of the playing surface and any spectator areas, and to curtail or cancel activity when conditions compromise safety in any way.

- Compliance with our Health and Safety Policy. As the Hirer the Hirer are responsible for communicating the Health & Safety procedures to the Hirer's group as soon as possible after their arrival at the premises.
- The Hirer must not block exits in any way and must note place chairs or obstructions in corridors.
- The Hirer must not remove of tamper with fire appliances.
- The Hirer must ensure that members of the Hirer's group are aware of the evacuation procedures

The Hirer must inform us of any participants who have any additional mobility requirements or who may require specific assistance in the event of an emergency