

# The Blue Kite

## Academy Trust

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<b>Title of Policy/Procedure</b>	Lettings Policy
<b>Reviewer(s):</b>	Director of Operations Finance Manager
<b>To be read in conjunction with the following policies:</b>	Financial Procedures, Administration and Control Policy
<b>Consultation Process</b>	This policy has been produced in consultation with Mr Neil Uzzell (Member) and Mrs Judith Randell-Sly (Member and Chair of Directors)
<b>Policy Date:</b>	September 2016
<b>Review Date:</b>	September 2018

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## TERMS AND CONDITIONS OF HIRE

1. All applications for hire and enquiries for hiring are made to the Chief Financial Officer of the Trust and should be addressed to The Chief Finance Officer, The Blue Kite Academy Trust. (Hereinafter called the Owner). The owner will only accept bookings from individuals, groups, charities or businesses if they have their own Public Liability Insurance.
2. Interpretation.
  - (a) "The Hirer" means the person or organisation hiring any part of the school (Hereinafter called the building) and shall include any person or persons purporting to act on behalf of such hirer. No person under the age of 18 will be accepted as a hirer.
  - (b) "The booking period" means the period of time reserved for the hirer. :
  - (c) "Period of hire" means the period during which booked periods have been reserved for the hirer.-

### 3. Charges

Hire charges will be in accordance with the current charges laid down by the Owner. The Owner reserves the right to vary the charges giving one month's notice at any time. Full payment is required at the time of booking in advance of the booking date, or may with prior agreement be invoiced monthly in arrears.

### 4. Acceptance of booking.

When making a request for a booking a Lettings Booking Form will have to be completed by the Hirer. This will be returned to the Hirer indicating acceptance of the booking subject to the Hirer complying with the Condition of Hire.

Long term lettings will be reviewed annually on the 1st September.

### 5. Refusal of application for hire/cancellation by the Owner.

The Owner reserves the right to refuse any booking, with or without notice, at any time for any reason whatsoever, without being bound to give any explanation for doing so. In this event, the owner will refund any monies already paid, except in the case of a cancellation arising through the failure of the hirer to comply with the Conditions of Hire.

The Hirer may be offered an alternative date or dates but, in any event, the Owner shall not be liable for breach of contract or be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of the refusal, cancellation or termination of hire. In the case of cancellation by the Owner arising from the Hirer failing to comply with the Conditions of Hire, the full charge for the booking may be made.

6. Cancellation by the Hirer.

Cancellations must be communicated to the Owner in writing. If the cancellation is not received 28 clear days before the booked period, the full charge for that booking may be retained.

7. Owner's responsibilities.

The owner will ensure the building meets Health & Safety requirements.

The owner will make the hirer aware of the position of, escape routes, fire alarms, fire fighting equipment and emergency drills to ensure the safe evacuation of the buildings. It is expected that the hirer has suitable means of communicating with the emergency services should the need arise. A safety checklist will be made available to the hirer when the application for hire is made and is to be signed by the hirer.

The owner will provide building supervision when necessary in addition to the hirer's responsibility (see 8 a)

8. Hirer's responsibilities.

The Hirer, or the organisation on whose behalf the contract is made, is responsible for the following:

- a. Supervision, safety, control, stewarding, admission and departure of all those attending the hiring. The hirer shall provide a sufficient number of adequately qualified persons to carry out these responsibilities.
- b. Indemnifying the Owners from and against any claim for damages, costs or, expenses which may be made against the Owner in respect of any personal injury, death or loss of or damage to property sustained by any person and occurring during or in consequences of the hiring and which shall arise from any act or omission by the Hirer or persons using the facilities as a result of the hiring provided always that this indemnity shall not apply in the event of any negligence on the part of the Trust's directors, the staff or any defects in the premises or of an act of God or the Queen's enemies. In this respect, Hirers must have their own public liability insurance cover and a copy must be supplied to the owner.
- c. Without prejudice to the generality of the foregoing indemnity, effecting insurance under a policy arranged by the Owner (unless an alternative acceptable insurance cover is provided, evidence of which must be lodged prior to the hiring) to provide cover in respect of legal liability for injury/illness to third parties and/or loss or damage to their property, including such liability that may be imposed upon the Hirer under the terms of the hiring agreement. Limit of indemnity is £2m.
- d. Paying the Owner on demand the cost of repairing or of making good any loss or damage over and above normal wear and tear arising from accidental damage by, or negligence of, the Hirer or any member of the hiring group to the premises or equipment arising out of, or incidental to the hiring.

- e. The hirer must ensure that:
  - i. there is adequate supervision throughout the period of hire
  - ii. the maximum number of persons attending is not exceeded
  - iii. all supervisors are familiar with fire escape procedures and assembly points
  - iv. Acquiring the necessary approval under the Betting and Gaming Act for raffles, draws etc.
  
- f. Ensuring that all persons leading activities involving children under compulsory school leaving age have police clearance. (DBS)

## 9. Safeguarding of Children

If the hirers activities involve those under the age or 18 or 'vulnerable adults' then a copy of their safeguarding policies and procedures must be provided at the time of booking. In the event that the owner feels that this policy is inadequate the owner reserves the right to refuse or curtail a booking.

## 10. Hirers' Rights.

The Hirer is entitled to the use of the specific hired facility and corridors and foyer areas within the premises for access to and egress from the hire area. These rights are not transferable.

## 11. Broadcasting Rights

Broadcasting (sound or television) filming or photographic rights cannot be exercised without prior written consent of the Owner.

## 12. Notices and sales

The Hirer shall not fix or cause to be fixed to the premises, or any boundary walls, any notice or poster or arrange a sale of, or the advertisement of any goods or items without prior written consent of the Owner.

## 13. Refreshments

The Hirer shall not provide refreshments or use the staffroom area, without the prior written consent of the Owner. Alcohol, Illegal drugs, energy drinks, smoking or chewing gum are not permitted in any part of the building.

## 14. Rights of removal and admission

The Owner retains the right to remove and eject, or direct the Hirer to do so, any person who, in the opinion of the Owner or any of its staff, is causing a disturbance, contravening the Conditions of Hire, or acting in a dangerous manner during the hiring. The Owner also retains the right to refuse admission. The Owner reserves the right to halt or terminate the hiring prior to its completion in an emergency or if the Conditions of Hire are contravened.

15. Equipment

The Hirer shall not bring, or cause to be brought, any equipment onto the premises without the prior written permission of the Owner, and all such equipment must satisfy Health and Safety and Electricity at Work Regulations 1989, with particular reference to the testing of portable electrical equipment.

16. Dangerous/offensive items

No article of any inflammable or explosive character, weapons, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the premises (except as in 14 above).

17. Breach of regulations

If any booked period of hire is cancelled or terminated by the Owner as a result of a breach of these conditions (as to which the decision of the Owner shall be final) the Hirer shall remain liable for the charges due up to that time, but without prejudice to any claim which the Owner may have against him/her arising out of such a breach or otherwise.

18. Supply of Information

The Hirer shall, if so requested, supply to the Owners, the names and addresses of persons taking up any booked period under the hiring and the age of any of them who are minors.

19. Children and Young Persons Act, 1933

Attention is directed to the Children and Young Persons' Act 1933, which provides that, when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building and to take all other responsible precautions for the safety of the children.

20. Smoking

The school site is a 'NO SMOKING' zone.

21. Dogs

No animals, other than assistance dogs, shall ordinarily be allowed in the buildings.

21. Use of the premises for school functions will take priority over lettings.

22. Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.

23. The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.