

Atlantic Centre of Excellence Multi Academy Trust

ACADEMIES PREMISES LETTINGS POLICY

Date Adopted: 8 June 2018

Date to be Reviewed: Summer Term 2019 (reviewed annually)

1 Introduction

- 1.1 The Trust recognises the role of its schools within the community and welcomes the use of the schools' premises for a variety of community and leisure purposes.
- 1.2 Use of the school premises by the school or on behalf of the school (e.g. Parent Teacher Associations) are not subject to the charging elements of this policy.
- 1.3 A copy of the booking Terms and Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

2 Categories of Lettings

- 2.1 The use of the Trust's premises is not divided into categories.

Bookings from political or quasi-political groups will not normally be authorised.

3 Availability of Premises

- 3.1 Designated areas within the schools are available for hire unless required by the schools.

4 Charges

- 4.1 The Trust reserves the right to make a charge for the use of the Trust's premises. The charge will vary according to the category of the letting as laid out in Appendix A. Payment must be made in full prior to the event/activity taking place.

5 VAT

- 5.1 The Trust is not VAT registered and will therefore not charge VAT on any premises lettings

6 Application Procedures

- a) Application forms, available from the school, should be submitted to the school office at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of the copy of the booking form to the Hirer with written acceptance of the hire.
- b) All applications will be considered on their merits, taking into consideration the suitability of

the activity. The Trust reserves the right to:

- refuse applications without giving a reason
 - have a representative present at any function
 - terminate any activity not properly conducted
- c) Letting fees are reviewed annually by the Trust. When the letting has been confirmed, payment must be made to the academy, prior to the use of the premises. In the case of a regular booking, payment will be required at the beginning of each term, prior to the activity/event taking place.

CONDITIONS OF USE

7 Security of the Premises

Entrance to the school will be via the Main Entrance (unless otherwise agreed), which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

8 Use of Facilities

- 8.1 The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and audio equipment, cookers etc., unless special arrangements have been made and written agreement has been provided by the school) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.
- 8.2 The Hirer will be responsible for making good any damage to the premises and property.
- 8.3 Any precautions required to ensure the users safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment.
- 8.4 In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
- 8.5 All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- 8.6 The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be signed and dated and held by the school.
- 8.7 Users should acquaint themselves with the Fire and Safety regulations relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must

also carry out their own fire drills and organise their own fire procedure. The hirer must keep an attendance record during the activity in case of emergency evacuation.

- 8.8 Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- 8.9 The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- 8.10 The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.
- 8.11 The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised. The school requires copies of the public liability and other relevant insurance certificates, personalised to the hirer.
- 8.12 The Trust reserves the right to levy an additional charge to cover:
- any additional cleaning that may be required after an event
 - the cost of repair of damage to the school fabric or equipment
 - the cost of replacement of any items of academy equipment if uneconomical to repair
- 8.13 For security reasons, the Hirer will not have access to the school telephone. Hirers must ensure they have a mobile telephone for use in an emergency.
- 8.14 Express approval by the Trust is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
- 8.15 Smoking is not permitted anywhere in the school building or grounds.
- 8.16 Animals, other than Guide Dogs, are not permitted anywhere on the Trust's premises. This is purely on grounds of hygiene.
- 8.17 No combustible materials are to be used within the school, except with the express approval of the Trust.

(1) In the event of an incident, fire or near miss

- The school must ensure that the Trust Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken.
 - A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the academy of any findings that may be relevant.
 - Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).
9. There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence

before the letting takes place. The Hirer will indemnify the school and the Trust against any action brought about by failure to obtain the necessary licences. The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

10 Insurance

10.1 The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any academy equipment.

- i) The Hirer shall indemnify the Trust when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the Trust or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

The effect of i) is that the Hirer will be liable to indemnify the Trust for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission

11 Cancellations

11.1 By the Hirer
Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

11.2 By the school
If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Trust and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

12 Review

12.1 This policy will usually be reviewed during the Spring Term each year, and at any other time as may be necessary.

13 Hourly Charges

See appendix 1

- 13.1 An out of hours supplement may be levied on all out of hours lettings to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

Appendix 1 Lettings Charges

ACADEMY	LETTING	CHARGE
Beacon	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
Charlestown	AWP	£20 per hour
	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
St Agnes	Hall	£25 per session, increasing to £40 after 3 hours
	Football pitch	£10 per session
St Columb Major	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
St Columb Minor	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
St Kew	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
Upton Cross	Hall	£25 per session, increasing to £40 after 3 hours

Additional Charges: For bookings that start or finish outside of normal school operating hours, an increase in charges (eg. to cover the cost of heating, unlocking and locking of the premises, etc) may be made at the discretion of the Trust.

Appendix 2 Lettings Application Form

Appendix 3 Privacy Notice

APPLICATION / BOOKING FORM

HIRE OF PREMISES



Name of organisation	
Contact name	
Contact address	
Telephone number	
Email address	
Name of Designated Safeguarding Lead	

Rental facility (please tick)	All Weather Pitch	School Hall	
Beacon (Bodmin)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Charlestown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
St Agnes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
St Columb Major	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
St Columb Minor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
St Kew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Upton Cross	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Outline of activities	
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Date of proposed hiring	
Time of proposed hiring	
If regular booking, please state frequency <small>(ie every Monday during term-time)</small>	
Name and position within the organisation of the activity leader	
Details of any legal or regulatory approval needed by the organisation and its members	

Does the event/activity require particular training or qualifications? <small>(please circle and provide further details below)</small>	YES	NO
Is any other legal or regulatory approval needed by the organisation or any of its officers/workers? <small>(please circle and provide further details below)</small>	YES	NO
Please provide further details regarding your answers above and attach evidence of training and qualifications to this application form		

Please confirm that you will maintain an attendance register for all those taking part in the activity for each session <small>(please circle)</small>	YES	NO
Please confirm that you have a Risk Assessment for the activity/event taking place <small>(please circle)</small>	YES	NO

Please include a copy of the following documents with your application/booking form where relevant:

- | | Attached? |
|---|--------------------------|
| Your Child Protection/Safeguarding Policy | <input type="checkbox"/> |
| A Letter of Assurance for Safeguarding purposes <small>(template attached)</small> | <input type="checkbox"/> |
| A list of the names of employees who will be working on the activity/event | <input type="checkbox"/> |
| Your Public Liability insurance certificate | <input type="checkbox"/> |
| Your Employers' Liability insurance certificate | <input type="checkbox"/> |
| The Risk Assessment for the activity/event | <input type="checkbox"/> |
| Evidence of training and qualifications relating to the activity | <input type="checkbox"/> |
| <i>If you are an individual working on your own and not part of a club or business:</i> | |
| Completed Disqualification by Association declaration form <small>(form provided)</small> | <input type="checkbox"/> |
| Your updated DBS certificate certificate (registered with the DBS update service) | <input type="checkbox"/> |
| DBS update check consent form <small>(form provided)</small> | <input type="checkbox"/> |
| Photographic ID (such as passport or driving licence) | <input type="checkbox"/> |

Hirer's declaration

I agree that the details provided on this booking form are true and accurate. I have read and understood the Terms and Conditions of Hire attached and have provided the Trust with the required documentary evidence. I request that my application for hire of facilities is processed by the Trust. I understand that my booking is not secure until the Trust has agreed the hire and my deposit has been paid.

Signature	
Print name	
Date	
Position within organisation	

Office Use Only

Date form received	
Form received by	
All necessary documents received (please circle)	YES NO
Hire agreed (please circle)	YES NO
Hire agreed by (sign and print)	
Date of confirmation letter sent to Hirer	

Terms and Conditions

1. Interpretation

- a) Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting.
- b) Trust: means the Atlantic Centre of Excellence Multi Academy Trust

2. Term, effective date of Agreement

The term of this Agreement will be for use of the facilities on the date(s) and time(s) as specified on the booking form. On any day, that the school or any entity granted permission by the Trust is using the facilities the Hirer shall not be able to use the facility. Prior notice of at least 2 weeks from the Trust will be given to the Hirer.

3. Use and Access

- a) The Trust permits the Hirer to access and use of the agreed facilities as specified by the booking form.
- b) The Trust do not warrant that the facilities 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 on the Trust's premises during the Hire Period and for the prevention of disorderly behaviour.
- d) The Trust 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 Trust staff.
- e) The facilities and equipment remains in the Trusts' 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.
- f) A gate/door key may be given to the Hirer to obtain access into the facilities. The key must be kept secure at all times and on leaving the premises, the gates/doors must be made secure. Notification must be given to the Trust immediately if the key goes missing. Keys should not

be passed to any other person without direct permission from the Trust. Only named key holders may operate the security system.

4. 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 Trust or any owner or occupier of neighbouring property.
- b) 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 Trust property/equipment or other parts of the building which do not form part of this hire agreement.
- c) If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day.
- d) Any storage space must be agreed with the Trust before using.
- e) The use of Trust equipment must be agreed in advance of the letting.
- f) Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time.
- g) Illegal drugs are not to be brought onto or consumed on the Premises
- h) No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- i) Smoking is not allowed on the Premises at any time.
- j) No betting, gaming or gambling is allowed on the Premises
- k) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

5. Hire Fee and Deposit

- a) The Hire Fee is payable in advance termly
- b) The Trust 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

6. 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. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b) Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or Trust property will be the responsibility of the Hirer and the Hirer shall pay to the Trust the cost of making good any such damage. Any damages or breakages must be reported.

7. Insurance

- a) The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Trust.
- b) The Hirer must hold Employers Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Trust.
- c) The Trust may, at its discretion, waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the Trust will arrange for the Hirer to be covered under the Trust's own insurance and any extra associated costs will be reflected in the Hire Fee.

8. Indemnity

The Hirer shall keep the Trust 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.

9. Loss

- a) The Trust 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 or injury to any person however caused.
- b) The Trust 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 School of access to or use of the Premises.

10. Assignment

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.

11. 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 electrical equipment to be used must have a current PAT test certificate if electrical.
- 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 School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

12. 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 Trust 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.

13. Car Parking

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

14. Cancellation

- a) The agreement may be terminated by either party at a date earlier than the termination date by giving to the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs

incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Trust.

- b) The Trust may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Trust is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.
- c) The Hirer may cancel individual bookings at any time by contacting the Trust. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire

15. Advertising

The Trust must approve of all advertising and posters concerning the use of the premises.

Letting Charges 2017/18

ACADEMY	LETTING	CHARGE
Beacon	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
Charlestown	AWP	£20 per hour
	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
St Agnes	Hall	£25 per session, increasing to £40 after 3 hours
	Football pitch	£10 per session
St Columb Major	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
St Columb Minor	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
St Kew	Hall	£25 per session, increasing to £40 after 3 hours
	Football Pitch	£10 per session
Upton Cross	Hall	£25 per session, increasing to £40 after 3 hours



Privacy Notice

Policy Statement

We are Atlantic Centre of Excellence Multi Academy Trust. As part of your application to hire our premises we will gather and use information relating to you. Information that we hold in relation to individuals is known as their “personal data”. This will include data that we obtain from you directly and data about you that we obtain from other people and organisations. We might also need to continue to hold your personal data for a period of time after your hire agreement with the Trust. Anything that we do with an individual’s personal data is known as “processing”.

This document sets out what personal data we will hold about you, why we process that data, who we share this information with, and your rights in relation to your personal data processed by us.

What information do we process in relation to you?

We will collect, hold, share and otherwise use the following information about you:

- personal information (such as name, address, home and mobile numbers, personal email address, emergency contact details)
- financial details (such as bank account or credit card details)
- CCTV footage and images obtained when you attend the Trust’s premises
- Information for safeguarding including DBS information and photographic ID

Where do we get your personal data from?

We will obtain an amount of your personal data from you, by way of information gathering exercises at appropriate times such as when you apply to hire the Trust’s premises, and when you attend the Trust’s sites and are captured by our CCTV system.

We may also obtain information about you from other sources. This might include information from the local authorities or other professionals or bodies.

Why do we use your personal data?

We will process your personal data for the following reasons:

1. Where we are required by law, including:
 - To raise or address any concerns about safeguarding
 - To the Government agencies including the police
2. Where the law otherwise allows us to process the personal data as part of our functions as a Trust, or we are carrying out a task in the public interest, including:
 - To confirm your identity
 - To communicate matters relating to the Trust to you
 - To safeguard you, our pupils and other individuals
 - To enable payments to be made by you to the Trust

- To ensure the safety of individuals on the Trust site
- To aid in the prevention and detection of crime on the Trust site
- To confirm appropriate insurances are in place for your activities

3. Where we otherwise have your consent

Whilst the majority of processing of personal data we hold about you will not require your consent, we will inform you if your consent is required and seek that consent before any processing takes place.

Why do we use special category personal data?

We may process special category personal data in relation to you for the following reasons:

1. Where the processing is necessary for reasons of substantial public interest, including for purposes of equality of opportunity and treatment, where this is in accordance with our Data Protection Policy.
2. Where the processing is necessary in order to ensure your health and safety on the Trust site, including making reasonable adjustments for any disabilities you may have.
3. Where we otherwise have your explicit written consent.

There may also be circumstances where we need to use your information in relation to legal claims, or to protect your vital interests, and where it is not possible to seek your consent.

Failure to provide this information

If you fail to provide information to us we may be prevented from complying with our legal obligations.

How long will we hold your personal data for?

We will hold your personal data only for as long as necessary. How long we need to hold on to any information will depend on the type of information. For further detail please see our Retention and Destruction Policy.

Who will we share your personal data with?

We routinely share information about you with:

- Contractors, such as payment processing providers to enable payments to be made by you to the Trust

Your rights in relation to your personal data held by us

You have the right to request access to personal data that we hold about you, subject to a number of exceptions. To make a request for access to your personal data, you should contact the Data Protection Officer at dataprotection@aceacademies.co.uk

Please also refer to our Data Protection Policy for further details on making requests for access to your personal data.

You also have the right, in certain circumstances, to:

- Object to the processing of your personal data
- Have inaccurate or incomplete personal data about you rectified

- Restrict processing of your personal data
- Object to the making of decisions about you taken by automated means
- Have your data transferred to another organisation
- Claim compensation for damage caused by a breach of your data protection rights

If you want to exercise any of these rights then you should contact the Data Protection Officer at dataprotection@aceacademies.co.uk. The law does not oblige the Trust to comply with all requests. If the Trust does not intend to comply with the request then you will be notified of the reasons why in writing.

Concerns

If you have any concerns about how we are using your personal data then we ask that you contact our Data Protection Officer in the first instance. However an individual can contact the Information Commissioner's Office should you consider this to be necessary, at <https://ico.org.uk/concerns/>.

Contact

If you would like to discuss anything in this privacy notice, please contact:

Gill Harper (Data Protection Officer)
dataprotection@aceacademies.co.uk