



Letting and Hiring Policy

as at September 2017



Arrangements for the Letting/Hiring of Facilities at Ashcroft Technology Academy

In order to maximise the use of its facilities and resources, and to broaden its community involvement, Ashcroft Technology Academy has an established programme of letting of its accommodation for the benefit of the wider community.

Such provision is operated through the trading subsidiary to the main Academy Trust, **Prospect Educational & Public Services Ltd.**

Potential hirers are directed to meet with the Academy Building Services Manager in order to view the facilities, to discuss requirements and to be made aware of any limitations and conditions that would apply. Such arrangements extend to the use of Openview Sports Ground, the Academy gymnasium, the Academy main Hall, conference and Classrooms.

Those wishing to hire will be issued with the *Conditions of Letting* documentation and an *Application for Hire of Premises* form. They will also be advised of the *Hire Charges* appropriate for their needs. *(Also available online)*

The application will be returned to the Academy's Building Services Manager, where it is counter-signed if approved and then finally authorised by the Director of Resources.

Usage and payment terms are contained within the documentation.

ASHCROFT TECHNOLOGY ACADEMY CONDITIONS OF LETTING
(Ashcroft Technology Academy is run by Prospect Education (Technology) Trust Limited

1. Ashcroft Technology Academy is a non-smoking site both at West Hill and at the Openview Sports Ground. Hirers are asked to inform their users that smoking is prohibited on the premises and in the grounds. If this requirement is not met, then future hiring is likely to be discontinued.
2. The lettings programme at Ashcroft Technology Academy is organised through the Trust's subsidiary trading company, **Prospect Educational and Public Services Ltd.**
3. The hire of premises must be restricted to the use and accommodation specified on the letting confirmation.
4. The wearing of footwear likely to cause damage to floors is forbidden. Persons found wearing such footwear will not be permitted to enter the premises. The use of black-soled shoes is not permitted in the gymnasium.
5. Representatives of the Academy shall, at all times, have free access to the premises for the purpose of inspection.
6. Hirers should familiarise themselves with the safety arrangements in the event of fire and will receive instruction from the Building Services team on:
 - i. the fire alarm;
 - ii. the nearest fire call point and fire fighting equipment;
 - iii. the evacuation procedure.
7. The Trust reserves the right to cancel any letting with at least 24 hours' notice, where required to do so for operational reasons.
8. The hirer shall be required to pay for any breakages, losses or damage to property arising out of the letting. This will usually be recovered from the deposit payment.
9. The Trust shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever beyond the cover of its own insurances (see note 16). Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect.
10. The sub-letting of any premises by an authorised hirer is prohibited.
11. Licences are generally required for:
 - a. Performing plays
 - b. "Public dancing, music or other public entertainment of a like kind" under the Local Government (Miscellaneous Provisions) Act 1982
 - c. Games of bingo.

Hirers must ascertain from the appropriate authority whether or not a licence is required for these uses, or for any other use to which premises are to be put and, if so, to obtain and ensure full compliance with the necessary licence if the premises are not already licensed.

12. Alcohol shall not be sold or supplied on educational premises without the express consent of the Trust and the obtaining by the hirer of an occasional licence.

13. Where premises are not licensed under the Cinematography Acts, no inflammable films or materials of an inflammable nature shall be used.
14. The occupier agrees to accept full responsibility for and to indemnify the Board of Trustees from and against all damages, costs, expenses, claims and demands on account of any infringement of copyright in respect of the performance of a musical or other work.
15. Hirers should present themselves to a member of the Building Services team on arrival and will be issued with a walkie-talkie for communication purposes in case of need of assistance. This is required to be returned to Building Services on leaving the premises.
16. Loss and Liability for Damage

a. **Loss**

The Trust accepts no responsibility or liability whatsoever for the loss of or damage to the property of the occupier or of any other persons using the accommodation. This includes the use of the parking area.

b. **Occupiers liability for Damage**

The occupier is prohibited from doing or permitting anything that is likely to disfigure walls or buildings and is responsible for the preservation order during occupation.

c. **Indemnity**

To the extent permitted by the UNFAIR CONTRACT TERMS ACT 1977, the occupier shall save the trustees harmless* and keep them indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out or in connection with the permissions to use the accommodation in respect of any of the following matters:

- i. Death of or personal injury to any person
- ii. Loss of or damage to any property of the Trust
- iii. Loss of or damage to any property belonging to the occupier
- iv. Loss or damage to any property belonging to any person other than the occupier or the Trust
- v. Any loss or injury which may be incurred or suffered by the occupier or by the Trust or by any other person and shall not make any claim against the Trust in respect of any said matters.

The foregoing undertaking shall extend to and include all and everyone of the Trust's employees or agents whether now or hereafter in the Trust's employ. For this purpose the occupier shall be deemed to acknowledge that in respect of this condition the Trust is acting on its behalf and as agent for its employees and agents as aforesaid provided that in respect of any claims or proceedings against such employees or agents this condition shall apply only to acts done or omitted to be done by them whilst acting within the scope of their employment by the Trust.

* The term 'save harmless' is used to relieve the Board of Trustees from liability in respect of any claim the person giving the indemnity may himself have against the Board of Trustees as a result of or in connection with granting of the facilities.

17. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture or equipment, a separate charge will be made according to circumstances. A deposit premium may be charged when using additional furniture.

18. The hirer shall proceed to remove all chairs or other furniture, decorations and any other materials introduced into the premises, within a reasonable time after the period of hire agreed in advance of the hire. The time necessary for setting up of equipment/furniture and its subsequent removal must be built into the hire period and is therefore chargeable.
19. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval.
20. Stage lighting, audio and visual equipment:

The lighting and audio visual equipment located within the Academy auditorium may be operated only by competent persons approved by the Academy. The Academy may provide technical support for audio equipment though arrangement would have to be made through the Building Services Manager and an appropriate charge will be levied.
21. The application of hire of premises must be returned at least 10 days prior to the first date required and full payment must be received by the Academy at least 7 days in advance. Confirmation of receipt of due payments will be made by the Academy upon request.
22. Notification of cancellation for any reason must be received at least 24 hours in advance for weekday and 48 hours for weekend hiring. Failure to do so will result in the loss of payments made for that hire. Cancellation through inclement weather or by decision of the groundsman may result through a shorter timescale.
23. Full cancellation of a regular hiring must be supplied in writing at least 14 days prior to the cancellation taking effect. Any cancelled arrangement failing to provide this notice will still be charged for standard hirings that fall due during such a period of notice. A regular hiring is deemed to be one that has been established to operate on a weekly or fortnightly basis and for which monthly/termly invoicing is in place.
23. All hire requirements must be progressed through the Building Services Manager unless for the purpose of renewal on existing terms.



Application for Hire of Premises

Before completing this form, the applicant should read the conditions governing the letting of premises in our Letting and Hiring Policy.

Name and address of hirer:

.....

 Postcode

Daytime telephone number:

.....

Time required

Dates required

From

To

Purpose for which required:

.....

The use of the following facilities are required (please tick appropriate box(es) :

- Auditorium Classroom Gym Openview Sports Ground Conference Room
 Drama Studio Sixth Form Common Room Dining Area Classroom

Please note that the Academy does not make its school grounds available for hire

Other items/areas (please specify)

.....

Status of Hirer (please tick appropriate box)

- School Local Authority
 Local Business Affiliated Sports Team
 Registered Youth Club Voluntary Organisation

Qualifications of Hirer (if applicable)

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Approximate number of people involved:

.....

Will the function include public entertainment:

- Yes No

Will a charge be made for admission:

- Yes No

If yes, to what purpose will the proceeds be put :

.....

Have you applied previously for a letting:

- Yes No

If yes, is this a renewal of a regular application of Academy premises :

- Yes No

Is it intended to serve alcohol:

- Yes No

Have you appropriate insurance arrangements in place:

- Yes No

Insurance details:

.....

I agree to accept the responsibility for the arrangement for the named function and have read and undertake to observe the conditions and regulations as set out in the Academy's Letting and Hiring Policy.

Signature of Applicant:

Date:

I confirm that I have been consulted about the use of accommodation as detailed overleaf and that staff are available to undertake the extra duties involved, where appropriate.

Signature of Building Services Manager:

Date:

I confirm that I have been consulted and agree to the use of accommodation as detailed overleaf.

Signature of Director of Resources:

Date:

This application form must be submitted at least 10 days prior to the first date required.

Hirings are organised through the Academy trading company :
Prospect Educational and Public Services Ltd
to whom all applications and payments should be made.

Please indicate to whom invoices should be submitted :

Name:

Address:

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Postcode

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Status: