

Oasis Academy Coulsdon - Lettings Policy

1. Introduction

Oasis Academy Coulsdon is an integral part of the local community. The Academy Council is keen to see that the premises at our Academy are used for the benefit of the whole local community. The education of children is the prime purpose of our Academy, however we believe education is a life long process which should be open and accessible to all. This guidance outlines the policy of our Academy with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Academy Council and the users when the Academy premises are hired.

2. Purpose

- To further integrate the Academy into the local community.
- To increase the opportunities for physical, educational and community activities amongst Academy age children and the wider community in the local area.
- To support the development of social inclusion to all members of the community by providing facilities for hire which are welcoming and accessible to all members of the community.
- To confirm a scale of charges and generate an income for the Academy.

3. Hirers

Statutory Hirers

Where it is established by statute that the Academy premises must be used then other priorities must stand aside. This does not preclude the Academy Council from setting a realistic letting charge to cover their costs. Statutory usage will be:-

- Use of premises by polling stations or political meetings when an election (local or parliamentary) has been declared.
- Official meetings of the Parish or Parochial Councils.
- Any other statutory purpose which may arise.

Commercial hirers

Where the Academy is being hired for commercial purposes, full rates will apply.

Concessionary Hirers

The concessionary hirers group is likely to be the largest to use Academy facilities. The Academy Council wishes to encourage use by local community groups and charities and reduced concessionary charges will apply to these groups. There are two concession tariffs, being either

Community Rate: Non-profit making organisations who are serving the local community in some way

Development Rate: Non-profit making organisations who work in partnership with the Academy

Academy events will take precedence over hirers lets, according to the Academy calendar e.g. parents evenings, drama / music productions etc....

4. Basis of charges

In setting charges, the following have been considered:

- The variable costs per square metre per hour of providing a particular space
- Specific costs relating to that particular facility
- The charges made for similar facilities locally

All costs are estimates and will need to be reviewed in December 2011 when actual Academy running costs are known

Charges are quoted at the commercial rate, but reduced rates are available to concessionary groups, as identified in the lettings charges table.

With increased usage, it is anticipated that income received will cover variable and specific costs per hour. A contribution towards the costs of providing site staff from 6.00 pm-10.00pm and at weekends may be necessary.

The Academy budget will not subsidise non-Academy activities

5. VAT

Oasis Community Learning is VAT registered, and therefore VAT is chargeable on lettings. A concession applies to consecutive lets – income is exempt if facilities are granted for a series of ten or more periods to a club, school or an organisation or association representing affiliated clubs or constituent associations where:

- Each period is for the same activity carried out at the same place
- The period between each let is no less than one day and not more than 14 days
- Payment is required for the whole series of lets and is evidenced by a written agreement
- The user has exclusive use of the facilities

6. Legislative considerations

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Academy Council will not let the Academy premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises, the Academy Council will also consider any effects on neighbouring premises that may arise as a result of accepting the booking.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Academy Council.

7. Procedures

The booking form, terms and conditions of hire, charging structure and hirer's induction sheet are attached to this policy.

LETTINGS APPLICATION FORM

LETTING NO.....

Note to applicant: Before completing this form, please carefully read the terms and conditions of letting.
Return completed forms to: **The Finance Manager, Oasis Academy Coulsdon, Homefield Road
Old Coulsdon, Surrey, CR5 1ES**

Accommodation / Facilities Required	Purpose of hire	Day of week	Dates required		Times required *	
			From	To	From	To

* Please indicate times allowing for setting up and departure from the site.	Consecutive lets (10 lets or more)? YES / NO
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Special Requirements: Please specify details

Parking?

Please indicate if you wish the letting to continue through the Academy holidays: YES / NO

Hirers using the facilities for commercial or business use, or for meetings organised by political parties must provide proof of adequate insurance to the Academy.

Name of applicant..... Telephone No. (Office hours)

Full postal address

Email Address.....

Name of organisation

Details of organisation.....

Is the organisation a Registered Charity? YES / NO If YES state registration number.....

Is the organisation entitled to Concessionary charges? YES / NO (see definitions in point 3 of Lettings Policy)
If so: Community YES / NO Development YES / NO

Is one-off Academy hirer's liability insurance cover required? YES / NO
If YES, an additional 10% of the total let cost will be added to the invoice for this cover

I personally agree to be responsible for the fees charged in respect of this letting.
I have read the terms and conditions of letting, and will observe them.

Signature of applicant: _____ Date: _____

Payment details (to be completed by the Academy)	Premises Manager informed	
	Caterers informed	
Deposit paid	Safeguarding Policy received (T&C para. 3)	
Balance paid	Constitution received (T&C para. 15)	
Security Deposit paid	Insurance checked and copied (T&C para. 36)	
	Licences checked and copied (T&C para. 37)	

LETTINGS TERMS AND CONDITIONS

1. The use of the Academy premises is permitted by the Academy Council on the understanding that the following rules are adhered to at all times. Failure by the hirer to comply with any of the following regulations where applicable, whether intentionally or not, may be deemed by the Academy Council to be just cause for the immediate cancellation of any lettings or series of lettings.
2. The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the Academy's facilities for allows for setting up and putting away any equipment. If the period of usage exceeds the period hired then the hirer will be liable for a minimum penalty of 1 hour hire charge for each area hired.

SAFEGUARDING AND CHILD PROTECTION

3. Hirers who are using the Academy premises to provide activities for young people aged 16 and under must provide the Academy with a copy of their Safeguarding and Child Protection Policy. Hirers are reminded that Academy facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Academy premises. It is recommended that all young people are met at Reception, escorted to their activity, and returned to Reception at the end of the activity for collection by their parents or carers.

FIRE SAFETY

4. Hirers' induction will include instructions on evacuating the building. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children in the public atrium area of the Academy do so at their own risk, but will be evacuated by Academy site staff.

PROCEDURE

5. All applications must be on the form provided by the Academy Council and must be completed in full. Failure to do so may result in the application not being approved.
6. Applications will be accepted for a maximum period of one year between the first day of September of one year and the last day of August of the following year.
7. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to. The Hirer must be over 18 years of age. Once the Hirer has accepted a permit to use the Academy premises, (s)he is automatically bound by all terms and conditions of usage of the premises. The Academy Council has the right to vary these terms and conditions at any time.
8. The hirer may not assign or sublet the premises.
9. All lettings must be approved. No letting shall be considered approved or any change confirmed until this has been confirmed in writing by the Finance Manager.
10. The Academy Council may cancel any letting at any time; either the fee will be refunded or an alternative date offered, except in the case of misconduct.

11. The Academy Council reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property. The Academy Council may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Academy Council to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or any animal, animals or equipment, the giving of bonds or the effecting of insurance.

12. The right of access to all parts of the Academy premises whether or not included in the permission for user is reserved to the Academy Council, Council, Education Committee, or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

CHARGES

13. All charges must be paid within 30 days of the invoice date. Full payment is required in advance or an advance payment of £200, and must be cleared funds prior to the first let.

14. A minimum let is 2 hours for meeting areas, and 1 hour for outdoor facilities or specialist areas.

15. Hirers wishing to apply for concessionary charges must provide a copy of their constitution or evidence of their charitable status.

16. Charges will be made at rates which will be determined from time to time by the Academy Council and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the Council reserves the right to charge the correct rate, although the hirer may consider the booking cancelled in accordance with regulation 8.

17. The Academy Council does not undertake to refund any charge on cancellation of a booking by the hirer unless 21 days' written notice of the cancellation has been given in writing.

18. A security deposit of £250 is required at the time of booking. This will be returned after the last let unless it is required to be used to cover over-run costs if the let doesn't finish per the agreed time; repair of damage; additional cleaning if the premises have not been returned in a fit and proper condition.

CARE OF PREMISES

19. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

20. The hirer is required to pay to the Academy Council the cost of making good any damage to the property or to any fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage arising from the hire must be reported to the Finance and Business Manager. The hirer is required to clear away any rubbish and leave the premises and / or grounds in the condition in which they were found. The hirer shall be responsible for reimbursing the Academy Council for any additional costs incurred in cleaning the premises and / or grounds after a letting.

21. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or moved without prior approval of the Academy Council. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the Academy. Standing on seats, furniture, window sills etc is not permitted. Any furniture used must be returned to its original position at the end of the hire period.

22. No additional staging, curtaining, scenery, fixtures, fittings or decorations may be installed without the previous consent in writing of the Academy Council. Any such alterations and additions

as may be authorised shall be purely temporary arrangements requiring no permanent fixings which would damage or disfigure any part of the premises. Any temporary arrangements such as curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the Academy premises nor taken away while the Academy is in session except with the express permission of the Principal. Any alterations shall be returned to their original state immediately after usage, at the expense of the hirer. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Academy as directed by the Principal.

23. No alterations or additions to the electrical installations at the Academy may be made without previous consent in writing of the Academy Council. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Academy Council and shall be reinstated forthwith at the expense of the hirer to the satisfaction of the Academy Council.

24. The Academy Council will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

25. The hirer is responsible for informing the Academy Council of any person sustaining injury or loss on the Academy premises during the period of the let. This information must be presented in writing to the Academy Council within 24 hours of the event. Any further information required by the Academy Council must be made available on request.

26. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

27. No stiletto heels or similar objects are allowed in the gym/hall area. Sports hall users must wear trainers suitable for indoor use.

EQUIPMENT AND ACCOMMODATION

28. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the Academy Council. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

29. Chairs installed in the premises may be used by special arrangement with the Academy Council, but the Academy Council does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

30. The Academy Council does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

CONDITION OF PREMISES

31. The Academy Council gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.

32. Where facilities booked by the hirer turn out not to be available during the letting, the Academy Council will consider applications for ex gratia refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Academy Council's decision shall be final in respect of any refund made.

PLAYING FIELDS

33. The Academy Council does not give any guarantee as to the standard of the pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.

34. The Finance Manager or Site Manager shall deem whether any pitch or field is fit for use and their decision shall be final.

CATERING FACILITIES

35. The Academy's catering facilities are available for hire by separate negotiation. However, separate arrangements can be agreed for provision of refreshments for special events.

CAR PARKING

36. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

INSURANCE

37. It is the responsibility of the hirer to effect whatever insurance he considers necessary to cover his liabilities. Hirers using the facilities on more than one occasion, or for commercial or business use, or for meetings organised by political parties must provide proof of equivalent adequate insurance to the Academy. The Academy has hirer's liability with a limit of indemnity of £2 million to cover one-off lets, which can be requested and added to the let charge at a rate of 10% of the total cost of the one-off let.

LEGAL REQUIREMENTS

38. The Hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright – whichever is in place. The hirer shall be fully responsible for obtaining any licences or other permissions required, always providing that no such application shall be made without the prior approval of the Academy Council. The hirer shall indemnify and keep indemnified the Academy Council, from and against all costs, claims and demands which may be made against the Academy Council for any breach or infringement of copyright. *No intoxicating liquor shall be brought or consumed on Academy premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. Copies of all licences will be submitted prior to the date of let.*

39. The Academy's No Smoking Policy must be adhered to at all times. Smoking is not permitted anywhere on site and includes all outdoor areas

40. The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of the building than can be safely accommodated there and to control the movement of children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.

41. The hirer will ensure that the requirements of the Race Relations Act (in particular the need to promote good relations between persons of different racial group) and the Sex Discrimination Act 1985 are observed at all times throughout the letting.

42. The hirer will adhere to all Health and Safety requirements as required by the Academy

43. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

44. In the event of a breach in these conditions the hirer may be asked to leave the premises immediately by a member of the site services staff. If the hirer fails to leave the premises then the local police authority will be summoned and asked to remove the hirer from the premises.

45. There is no public telephone near the Academy: Hirers are required to have access to a mobile phone as a term of their letting.

FREQUENTLY ASKED QUESTIONS

How do I secure my booking?

Full payment, if less than £200 or a £200 deposit is required to secure your booking. Please note this deposit is non-refundable / non-transferable. This will be taken off the total cost of your booking.

Who do I make my cheque out to?

All cheques are to be made payable to "Oasis Community Learning"

Do I need to provide a security deposit?

Once the full balance is paid a security deposit is required. This will be held and returned to you provided you do not exceed the agreed times and the building is left in the same condition as found.

What happens if I run over the times agreed?

If you exceed the times stated on the booking form, the use will be calculated at the standard rate and deducted from your security deposit.

Do I need to clean the building at the end of my let?

Yes, all rooms/spaces must be cleared at the end of the event / let and left in the condition they are found.

