



# **Ernulf Academy**

**Part of the Astrea Academy Trust Family**

**Name of Policy: Lettings Policy**

**Written By: Glen Lawson, Premises Manager**

**Reviewed By: Julie Carles, Operations Manager**

**Date of Review: February 2023**

**Ernulf Academy  
Barford Road, St Neots, PE19 2SH**

## Lettings Policy Hiring of Premises: Ernulf Academy

### **Introduction**

Ernulf Academy premises are available for hire (subject to the requirements of staff holidays, cleaning, and maintenance) for a wide range of functions. We welcome meetings, dances, performances, sports and other events of all kinds but would ask potential hirers to bear in mind that all work, cleaning and supervision in connection with any letting has to be performed by staff as overtime, in addition to their full-time commitment to the normal work of the Academy, which in turn often makes extra demands of its own in the evenings and at weekends.

We may not always be able to offer you the facilities you require at the time you want them but will always do our best to meet your needs, provided we can safeguard and maintain the premises for their primary function, that of a comprehensive school. Similarly, when the premises are used by the community, we have to ask for certain regulations to be observed. Some are legal requirements upon which we have to insist as part of our obligations under the various Licensing and Safety Acts; others are designed to make sure that community use does not hamper our main task of educating children.

To allow necessary repairs and maintenance, redecoration and cleaning to take place, the premises may be closed during some school holidays. Special applications for use of the premises within these periods may be considered on an individual basis.

All enquiries about available facilities and dates should be referred to the Site Manager on 01480 374748. Application for use of any of the Academy premises should be made on the attached form which, when completed, should be sent to the Site Manager.

### **Conditions of Hire**

Applications for the hire of any of the rooms at Ernulf Academy must be in writing on the enclosed form. The scale of charges and hours of letting are set out on the enclosed sheet. Applications may not be made earlier than 51 weeks before the date of the hiring and are taken in the order in which they are received.

In the event of a revision of the charges for the hire after the date of application and before a hiring is confirmed the hirer shall pay the revised charges. For individual applications, a deposit of 25% of the total charge payable is due with the application. The balance must be paid within 30 days of date of invoice.

The hirer may cancel a booking upon giving fourteen days' notice in writing. If the building or the room hired is not re-let on the date or dates in question the following charges will be made:

More than 14 days' notice:	100% refund
Less than 14 days, but more than 7 days' notice:	50% refund
Less than 7 days' notice:	0% refund

Astrea Academy Trust reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid. The governors shall not be under any liability to the hirer for any loss or damage he/she may sustain as a result of such a termination.

The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

**Facilities Available**

The capacity of the rooms available is:

<b>Room</b>	<b>Capacity</b>
D2	100
Performing Arts	200
Sports Hall	300
Gym	150
Classrooms	30
Hums	50
Prospect House	Various rooms

**Scale of Fees and Charges**

These are shown on a separate sheet enclosed with this policy. Revision of charges may be made with effect from 1st September each year.

**Licences**

The conditions attached to the Public Entertainments Licence and the Stage Play licences shall be duly observed. Copies of such licences may be seen on application and the hirer shall be deemed to have had notice of all such conditions.

No alcohol shall be sold unless either a Personal Licence or a Temporary Events Notice has been obtained by the hirer or on his/her behalf. The hirer shall ensure that any conditions attached to such licences or permissions are complied with. The sale of alcohol must cease at least half an hour before the end of any function.

The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright, or in any manner infringe any subsisting copyright.

If any part of the premises is to be used for purposes of gaming, or games of chance of any description, the hirer shall be responsible for securing that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968, or any subsequent amending Act are fully observed and complied with.

**Hirer’s responsibilities**

No nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture. If permission has been granted to display posters, they must be removed at the end of the function by the hirer.

Electrical equipment must not be brought into the premises unless:

- the arrangement has been approved in advance with the hirer, **and**
- the equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work regulations.

The hirer shall ensure that any room is left in the condition in which it was found. This includes replacing furniture in its prior positioning ready for the room to be utilised by the Academy the next morning. The hirer shall repay on demand the cost of any Site Staff overtime to reinstate any room not left as found.

The cloakrooms will be in the care and custody of the hirer, who must provide his/her own attendants and be responsible for any loss that may occur.

- The hirer shall repay to the governors on demand the cost of cleaning, reinstating, replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which are damaged, destroyed, stolen or removed as a result of the negligence of the hirer or his/her invitees, servants or agents during the period of hire.
- The hirer shall indemnify the school governors against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises, or arise from any accident or occurrence which happens while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

The hirer shall arrange insurance to cover the terms of indemnity set out above and produce for inspection written confirmation from the insurance company or broker concerned.

If no suitable insurance has been arranged by the hirer, the hirer may, on payment of an additional 12.5% of the facilities hire fee, effect this insurance through a policy arranged by the Academy governors. Where a nil hire fee is agreed a minimum premium of £10.00 per booking will apply. **Please indicate clearly on the hire application form if this option is to be taken up.**

#### **Provision of stewards**

To secure the efficient supervision of the premises during the hiring, the hirer shall provide attendants and stewards in the ratio of 1 per 50 members of the audience; should the majority of the audience be under 16 years, however, a minimum of one steward shall be provided for every 25 children or part thereof.

All stewards shall wear uniforms, badges, sashes or armbands so as to be clearly identifiable to members of the public.

The **hirer** is responsible for ensuring:

- The safety of the premises and the preservation of good order and decency therein.
- the orderly and safe admission and departure of persons to and from the premises.
- the orderly and safe clearance of the premises in case of an emergency.
- that all doors giving egress from the premises are kept unfastened and unobstructed, immediately available for exit, during the whole time the premises are in use.

**For discos**, the following applies:

- all stewards must be clearly identified by a badge showing the word 'Steward'
- all stewards, both employed and volunteer, must be instructed in their duties by the hirer and not by any agent of the hirer.
- there must be no admission after 10:00pm and no re-admission at any time during the booking; if a person leaves the premises after admission, he/she must not be allowed in again that evening.
- people known to have caused any problems inside or outside on any previous occasion or who are clearly the worse for drink must be refused admission.
- newspaper advertisements should include the words "No admission after 10.00 pm. No re-admission at any time. The organisers have the right to refuse admission".

## **Car Parking**

Car parking must be restricted to the designated parking area. Parking at the rear of the premises is prohibited except for vehicles belonging to or used by performers or entertainers.

## **General**

The governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.

The wearing of footwear of any kind which is liable to cause damage to the floors is prohibited. When the premises are hired for the purposes of auction sales, horticultural shows or other events of a like nature the hirer must protect the floors with a suitable covering.

The school governors may by arrangement allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning, but the premises must be clear of all the hirer's property by **8.00 am** on the date after a hiring. The governors do not undertake safe custody of property remaining on the premises. If the premises are left in a dirty or untidy state any extra cleaning costs will be recoverable from the hirer.

The premises are subject to the normal Sunday Trading laws under the Sunday Trading Act 1994, which means that trading is restricted to six consecutive hours between 10am and 6pm. Further information is available from Huntingdonshire District Council Environmental Health Department (Telephone 388388).

## **Waste disposal**

As the Academy is required to pay for its waste disposal services hirers are requested to remove all their refuse from the Academy after a function. If this proves inconvenient, alternative arrangements can be made at the time of booking for refuse to be disposed of through the Academy facilities, at a nominal charge of £50 per function. The hirer is, however, responsible for ensuring that:

- bottles are boxed
- waste cardboard boxes are flattened
- all other refuse is to be placed into waste sacks provided by the Academy Site Staff
- all refuse containers are sealed to the satisfaction of the duty member of Site Staff
- refuse containers are placed for disposal as directed by the duty member of Site Staff.

## **Health and Safety Regulations**

- Organisers must acquaint themselves with the location of the fire exits and ensure that none of these is blocked or restricted at any time.
- The Academy operates a no-smoking policy which must be respected by hirers and audiences.
- Real flames shall not be employed within any building.
- It is the responsibility of the hirer to ensure that adequate First Aid cover is available for their participants.

## Ernulf Academy: Hiring of Premises

### Scale of charges – February 2022

There will be two rates of charging for Academy premises:

Full rate: One-off bookings

Reduced rate: Block bookings based on a minimum usage of at least once a week for 10 weeks, once a fortnight for 20 weeks or for a non-profit-making organisation.

Room	Full Rate £/hour	Reduced rate £/hour
Sports Hall	£55.00	£35.00
Gym	£45.00	£30.00
Classroom	£30.00	£25.00
Art Room	£30.00	£25.00
Performing Arts	£45.00	£35.00
Hums/Post 16	£40.00	£30.00
D2	£50.00	£35.00
Prospect House per room	£55.00	£35.00
Prospect House + kitchen facilities	£75.00	£50.00

### Normal Opening Times

	Term Time	School Holidays
Monday to Thursday	8.00am to 9.30pm	9.00am to 6.00pm
Friday	8.00am to 8.00pm	9.00am to 4.00pm

Other times may be available, by prior negotiation with the Operations Manager:

Site Team on-call charge if required:	
During Normal Opening Times: - up to 4 hours	£25
- between 4 and 8 hours	£45
Out of Hours:	£16.00/hour

### Payment

For a one-off hire a 25% deposit will be required on booking.

Regular users (who book 10 weeks or more) will be invoiced monthly in arrears with 14-day payment terms.

If payment is not received in accordance with our terms the booking will be cancelled with immediate effect.

### Application form for hire of Ernulf Academy premises

This form is to be completed by the person responsible, on behalf of the hirers, and returned to the Site Manager c/o Ernulf Academy. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

<b>Name of Organisation / Applicant:</b>	
<b>Postal Address:</b>	
<b>Telephone Number:</b>	<b>E-mail:</b>

Please remember to include time for setting up and packing away

Facilities Required	Date(s)	Time		Total Hours	Cost per Hour	Total cost
		From	To			
Site Team's on-call charge (if applicable)						
<b>Total Cost</b>						
<b>Purpose of Use:</b>						
<b>Expected number of Participants:</b>						
<b>Name of person in charge during use:</b>						
<b>Mr / Miss / Mrs:</b>				<b>Position held:</b>		
<b>Telephone Number:</b>	<b>Mobile Number:</b>			<b>E-mail Address:</b>		

**Safeguarding Children: Vetting Process**

Schools are responsible for the contract arrangements when letting their premises to external organisations to provide services to children independently from the school’s own provision. The school therefore is responsible for carrying out a full range of vetting checks to ensure children are safeguarded. If you/your organisation have children or young people (under the age of 18) attending your classes/activities, you must also complete the following:

<b>What are your procedures for safeguarding children? (Please supply a copy)</b>
<b>List 99 information:</b>
<b>Disclosure and Barring Service check information (CRB):</b>

**Public Liability Insurance**

All commercial hirers must provide the Academy with a copy of their Public Liability Insurance certificate before booking is confirmed.

Non-commercial hirers may purchase Hirer’s Liability Insurance supplied by Cambridgeshire County Council. Please complete forms IRC/6 and IRC/7.

**Agreement**

I have read and undertake to observe the Conditions of Hire and agree to indemnify Ernulf Academy against all actions, claims and demands by any person who suffers or sustains any loss, damage, injury or death out of or as a result of the use of the venue or any person authorised by me to use the venue due to my negligence or on the part of such authorised person during the period of hire:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name in BLOCK Letters: \_\_\_\_\_

**Your booking cannot be confirmed until the school is in receipt of the completed forms and documents requested below.**

**Commercial Lettings:** Public Liability Insurance Certificate  
**If letting will involve children (under 18):** List 99 Check Document, CRB/DBS Document

**Booking confirmed:**

Signed (Operations Manager): \_\_\_\_\_

Date: \_\_\_\_\_



<b>FOR OFFICE USE ONLY:</b>	<b>£</b>	
Cancellation costs		
Additional administration (amendments)		
	<b>Invoice sent:</b>	<b>Payment received:</b>