



Helenswood Academy Lettings Policy

1. Helenswood Academy wishes to allow the local community access to the facilities of the Academy buildings (both sites) and the grounds during non-Academy hours. Nevertheless the interests of the Academy pupils and students are paramount and must not be compromised. The reputation of the Academy in the locality should be considered. The purpose of lettings is to serve the community and raise income for the Academy within these conditions.

2. The Academy building is owned by ESCC; consequently all income from hiring is credited to the Academy's budget share, out of which all expenses are to be met. **It is important to consider the VAT implication for each hiring, as VAT may have to be added to the price.** The hiring of Academy halls, rooms and playing fields for general use (i.e. not sports activities) are exempt from VAT; i.e. no VAT need be added to the hiring charge. There are however certain Academy facilities that are classed as VAT able and the relevant VAT must be added to the hiring charge and accounted for separately when the income is received (for further details consult the VAT section of the Academies Handbook)

3. Conditions governing the hiring of Academy premises

1. General Conditions

1.1 Applications for the use of Academy premises are made to the Principal, or representative, and responsibility for their approval rests with the Governing Body. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.

The hirer must comply with the law of the land.

1.2 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required. Payment will be made in advance, at the time when hiring is confirmed. If there is any damage, or the need for site manager/cleaners to work longer than expected after the hiring, the Hirer will pay any subsequent account sent to him.

1.3 The Academy reserves the right to cancel any hiring if the accommodation is required for urgent official or academic business. In these circumstances, the Hirer will be reimbursed his hiring fee.

1.4 Any intention on the part of the Hirer to cancel a hiring must be notified to the Principal at least 24 hours before the hiring is due to take place. In the event of the Hirer failing to give at least 24 hours' notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will bear the actual costs incurred.

1.5 The Site Manager is normally expected to prepare for hiring, to do any necessary cleaning afterwards, and where the Academy requires, being in attendance throughout the course of the hiring. No payment should be made direct to the Site Manager, since he will be paid by the Ark Schools. The Hirer's signature is required to support the Caretaker's overtime claim.

1.6 No structural alterations to Academy premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

1.7 (a) The Hirer is responsible for providing the appropriate supervision during the course of the hiring and must satisfy the Principal that the arrangements being made are adequate.

(b) The Hirer or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the Academy grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the cost of making good any damage, however caused.

1.8 Hirers are responsible for arranging their own insurance for:

(a) Personal Accident

(b) Third Party Claims

(c) Any loss or damage to the Academy grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring.

1.9 Hirers must provide documentary proof of their own (£5m Public Liability Cover). Where they are unable to do so there will be a 15% surcharge based on net hire costs to cover this addition to the Academy's public liability insurance.

1.10 If it is intended to organize a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirers are advised to consult the Principal in advance to ensure that the Academy premises are adequately licensed for the purpose before submitting a firm application.

1.11 Footwear, which is likely to cause damage to Academy floors, must not be worn. French chalk or its equivalent must not be put down when the hall is used for dancing.

1.12 Members of the public must not be admitted to the Academy premises after 10.00 PM.

1.13 Alcoholic liquor must not be sold or consumed on the Academy premises unless specific approval has been given by the Governing Body. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary licence rests upon the Hirer.

1.14 Academy premises must be left clean and tidy after use.

1.15 The hirer must adhere to the locally agreed no smoking policy.

2. Additional Conditions Governing Hiring of Academy Meals, Kitchens or Sculleries

2.1 When the kitchen or scullery is used, the cook/supervisor or another member of the Academy Meals Staff must be in attendance throughout the hiring, except when only tea or coffee is made and no cooking is involved. Hirers who wish to have permission to use the kitchen or scullery without a member of Academies Meals Staff present should approach the Principal when the hiring application is made.

2.2 If boilers, cooking ranges or hot cupboards are used, the member of the Academy Meals Staff present during the hiring must be responsible for their use

2.3 Hirers will normally be expected to provide their own cutlery, crockery and condiments.

2.4 All equipment and sinks must be left clean and tidy after use.

2.5 No animals are allowed in the kitchen or scullery.

3 Additional Conditions governing the hiring of Academy Playing Fields and Playgrounds

3.1 If there is any doubt as to the fitness of the ground the Hirer must consult the Principal who will make the final decision as to whether the ground may be used before the hiring takes place. In the event of the ground being deemed unfit for use immediately before a hiring is due to take place, any hiring charge already paid will be refunded, and any account due will be cancelled.

3.2 Hirers must be responsible for ensuring that everyone taking part in the hiring involved in the Academy playing fields and playgrounds, and all spectators, are properly and adequately supervised.

3.3 Casual spectators not connected with the hiring must not be admitted.

3.4 Stakes or the like must not be driven into the ground, unless permission has been specifically given.

3.5 Vehicles must not be driven over or parked upon the playing field at any time. Vehicles must not be parked upon playgrounds unless permission has been specifically given.

3.6 Bonfires must not be lit, unless permission has been specifically given.

3.7 Animals must not be allowed on the playing field.

3.8 No marking out of pitches may be done except by the authorized grounds staff unless permission has been specifically given.

3.9 Playgrounds and playing fields must be left in a clean and tidy condition after use.

3.10 Any loudspeakers must be moderated so as not to cause a nuisance.

3.11 Spiked boots/shoes must not be worn on any synthetic playing surface.

3.12 The Principal must be consulted in advance if there is any doubt about the interpretation of the above conditions.

4. Only responsible persons will be accepted as hirers and to this end the Academy will screen hirers to ensure adherence to licensing regulations and standards of propriety.

5. A 20% non-returnable deposit will be required to confirm booking.

6. Lettings will not normally be accepted before 5.30 pm on a Academy day unless a member of Helenswood staff takes responsibility and is present throughout.

7. As a minimum the Academy will charge the caretaking costs of lettings (currently £15.00 per hour) plus a margin of approximately 20% to cover administration, wear and tear and a profit element. The PTA and Old Girls' Association will be given a free let if another paying let covers theirs. Other charges are as below.

8. The Principal will implement the Governors' policy on lettings and will control the use of Academy premises outside Academy hours within that policy.

9. Charges for any other activities will be levied at the Academy's/ Governors' discretion.

10. Governors reserve the right to revise lettings charges in line with inflation.

11. Fire Precautions

11.1 The Hirer, or a responsible person nominated by him in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties, which will prevent him from exercising general supervision of the premises. **The hirer shall ascertain and comply with any special fire precautions requirements contained in music, singing and dance, theatres, or any other licences appropriate to his intended use of the premises.**

11.2 The seating accommodation, gangways, passages and stairways in the hired section of the premises shall be provided as approved by the Chief Officer of the East Sussex Fire Brigade, acting on behalf of the Hiring Authority.

11.3 All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms.

11.4 All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at function.

11.5 Doors and openings, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have notices placed over them indicating "No thoroughfare".

11.6 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.

11.7 Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

11.8 All electric fires, gas fires, stoves and open fireplaces in the premises shall be provided with adequate protective guards.

11.9 Temporary electrical installations, which are necessary for any particular function, must comply with the following conditions:

(a) All temporary electrical installations shall comply fully with the applicable recommendations and requirements of the current edition (with amendments) of the following:

(i) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings;

(ii) The British Standard Specification and Code of Practice;

(iii) The Electricity Supply Regulations;

and they shall only be installed by a qualified electrician.

No temporary wiring shall be connected to circuits or fuse boards feeding the main auditorium lighting.

(b) Temporary wiring shall be carried out using PVC insulated and sheathed cable to CMA manufacture, and switchgear and apparatus of a voltage rating not less than the maximum **rms** voltage difference, which can normally develop under fault conditions. All additional stage lighting equipment that may be required shall be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the Site Manager.

(c) All temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.

(d) All temporary installations, which have been installed, shall be disconnected from the permanent installation immediately after the occasion for which they have been used.

(e) Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Site Manager seven days prior to the proposed date of the required installation.

11.10 The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment, which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use.

11.11 Thorough checks should be made by the Hirer at the end of the hiring to ensure that no smouldering fires or cigarettes are left burning and that all doors and windows are properly secured.

11.12 If there is any doubt about the application of any of the above conditions, the advice of the Principal should be sought.

This guide is intended for use in respect of short term use of the premises which and agreements which are intended to give no right of occupation beyond the expiry of the agreement. Further advice should be sought where it is intended to grant use of the premises for periods of more than a few consecutive hours or days at any one time.