



**THIS POLICY COVERS ALL ACADEMIES/SCHOOLS WITHIN  
ARDEN MULTI ACADEMY TRUST**

<b>Name of Policy</b>	<b>Community Use Agreement</b>	
<b>Lead</b>	Martin Murphy, CEO	
<b>Governor Committee</b>	Business & Personnel Committee	
<b>Policy Status</b>	New draft	June 2020
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<b>Next Review</b>	Autumn 2022	
<b>Reviewed</b>	Business & Personnel Committee (July 2020)	



**The Arden Multi-Academy Trust (here after AMAT) regard their school facilities as a community asset. We aim to ensure all our schools are at the heart of their communities by providing and enabling access to our high quality school facilities.**

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We aim to

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- Make sure the AMAT premises and facilities can be used, where appropriate, to support community or commercial organisations.
  - Allow the hiring of the premises without using the AMAT delegated budget to subsidise this.
  - Charge for the use of the premises to cover the costs of hire and to maintain the standard of the facilities.
  - Not let any hiring out of the premises interfere with the AMAT's primary purpose of providing "excellent education" to its pupils.
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The AMAT Governing has overall responsibility for all decisions regarding lettings. The AMAT Governing Body will be responsible for setting charges for the letting of all AMAT school facilities. These are periodically reviewed by the Governing Body for implementation with effect from the 1<sup>st</sup> September of that year.

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The AMAT has a "Lettings Committee" in place who meet to consider how to further improve on the use of its AMAT Schools facilities and the lettings experience within each school. The group will include a representative from each school, AMAT Facilities Manager (+ in additional attendees).

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There is a designated person responsible for Lettings at each AMAT school, each will have varying operational procedures these are included in the individual school lettings pack. All AMAT School will follow the AMAT Terms and Conditions.

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## Terms and Conditions of Hire for the use of Arden Multi-Academy Trust School's Facilities.

### 1. GENERAL PRINCIPLES OF HIRE

Permission to use the The Arden Multi-Academy Trust School's Facilities (here after AMAT) premises out of school hours may be granted by the designated school Lettings Manager (entrusted by the AMAT Governing Body), subject to the proviso that:

1. The use will not conflict with the educational activities of the school
2. Create any nuisance to the neighborhood
3. Interfere with any existing booking

The AMAT reserves the right to refuse a hirer use of the facilities on reasonable grounds. These include, but are not restricted to:

- Health and Safety considerations
- Use of the facilities for political purposes (unless agreed in advance with the Chief Executive Officer of the AMAT)
- Unreasonable behaviour of the hirer, including but not restricted to past bad experience, disruption of other users of the site, disruption to the local neighbourhood, lack of supervision of attendees, lack of security
- Potential for damage or wear and tear of school property
- The let conflicts with AMAT and or Local Authority policies

The AMAT reserves the right to refuse entry to and/or remove any person/hirer from the site if the AMAT ***on-duty member of staff*** is of the opinion that the behavior of an individual/hirer is offensive, inappropriate or unreasonable. Their decision is final.

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### 2. APPLICATION AND CONFIRMATION FOR HIRE

All applications/enquiries for the use of AMAT school facilities should be made to the designated Lettings Manager at the enquired school and where possible should follow the following procedure:

1. Application / Enquiry made to the designated schools Lettings Manager
2. Confirmation of Letting will then be made by the Lettings Manager
3. AMAT Lettings Confirmation Form must be completed prior to the commencement of any letting.

No public announcement must be made concerning any booking until it has been confirmed in writing. Hirers will only be admitted to those areas booked and additional charges will be made for any unauthorised usage

Charges will be in accordance with the approved rates applicable at the Date of Use.

All advertising and posters concerning the use of the Premises must be authorised before being distributed.

### 3. CHARGES AND PAYMENTS

The AMAT Governing is responsible for setting charges for the letting of all AMAT school facilities. These are periodically reviewed by the Governing Body for implementation with effect from the 1<sup>st</sup> September of that year.

#### Payment of Fees

An invoice will be raised prior to the commencement of the letting and payment should be made within the time periods shown below.

- One off booking – Payment should be made in full at least 7 days prior to the agreed date and time of the lettings
- Block Booking – Payment should be made as follows:  
50% of booking a minimum of 14 days prior to the commencement of the booking  
50% of the booking 14 days prior to the halfway session of the block booking( ie/ if 10 sessions booked – 50% of the booking cost 14 days before session 6)

#### Payment for additional cleaning and/or damages

An invoice will be raised for any damages incurred by the hirer or any additional cleaning required. All invoices should be paid within 14 days of invoice date.

#### Bad debt Policy

Where payment is not received by the above deadlines the following procedures will be taken:

1. A reminder will be sent out for any bookings where payment is not received 14 days prior to the commencement of the booking
2. If payment is not received prior to the date of commencement of the booking the hirer will be refused entry to the premises and the school reserves the right to let the premises to another organisation.
3. In the case of block bookings the school reserves the right to refuse entry if the second payment is not received 14 days prior to the halfway session of the block booking
4. The school will pursue any outstanding debts including legal proceedings when required

#### VAT

The AMAT will apply value added tax (VAT) at the prevailing rate to all transactions as required. Some booking may be exempt from VAT, where this is the case you will be required to provide additional information.

### 4. HIRER

The “Hirer” means the person or entity with overall responsibility for the letting request.

The Hirer must be over 18 years of age and shall be the person by whom the AMAT Lettings Confirmation Form is signed.

The Hirer shall be responsible for the payment of all fees payable in respect of hiring and for the observance and performance in all respects of the conditions and requirements herein and on the part of the Hirer to be observed and performed.

The Hirer should under no circumstances sub-let the facilities.

The Hirer is responsible for ensuring their lettings adhere to the times stated on the AMAT Lettings Confirmation must include times for preparation prior to the event and clearing up at the conclusion of the event. All premises must be vacated promptly at the end of the letting

If any event over-runs the original time stated (and no previous arrangement has been agreed on the letting application form) then additional charges will be levied based on the current hourly booking rates.

The Hirer hereby agrees to allow any unrestricted admission to the Facility of use at all times during the event and to any persons so authorised by the AMAT.

The hirer shall ensure that all of their attendees act in an appropriate manner and are adequately supervised at all times. Noise must be kept to a reasonable level at all times especially whilst using and vacating the facility. Offensive language must not be used on site at any times.

## **5. CANCELLATION**

### **A) School Events / Exams**

Please note all school events/activities will take priority over external lettings. If the school requires the facilities the lettings will be cancelled at no charge to Hirer. Notice will be given in writing by the designated School Lettings Manager of any unavailable dates of the facilities.

### **B) By the school**

The AMAT reserves the right to cancel any booking. In the event of cancellation by The AMAT, any hire charges received by the school will be refunded to the Hirer but The AMAT will not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

The AMAT reserves the right to terminate any letting immediately in the event of the Hirer failing to observe or perform any of the terms of this contract. Under these conditions The AMAT may retain the charges paid by the Hirer in mitigation of any loss sustained by The AMAT.

The AMAT reserves the right at its absolute discretion to refuse or direct the Hirer to refuse, the admission of, or to remove, any persons from the Facility without stating any reason and shall not be liable to pay compensation to the Hirer.

### **C) By the hirer**

Notification to cancel must be received in writing by email, on a school working day. The following terms will apply:

- If a booking is cancelled with more than two weeks' notice, the full Hire Fee and any Deposit will be repaid.
- If more 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 one week before commencement of the Period of Hire.

## 6. HEALTH AND SAFETY

Hirers are expected to report any Health and Safety risks, damage, accidents and incidents, potential hazards to the AMAT immediately.

### A) Public Liability and Indemnity

Organisations must have suitable Public Liability – minimum indemnity limit £2,000,000, and Accidental Damage Insurance Cover in place to cover their use of the School Facilities (The School will ask for sight of these documents). The Policy Number and Name of Insurer and expiry date must be supplied.

If hirers do not have liability insurance this needs to be disclosed on the lettings form and alternative arrangements agreed

### **Indemnity**

The Hirer shall keep the AMAT 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.

### B) Risk Assessment / Visual Checks

Hirers are responsible for ensuring that sufficient risk assessments have been carried out for all their activities and that activities are only carried out when there are sufficient and suitably qualified instructors and/or staff present.

Visual checks of all Facilities and equipment must be made prior to any use by the Hirer and any defects notified to the *on-duty member of staff*.

### C) Accidents and Incidents

In the unfortunate event of any accident or incident, the Hirer agrees to notify the on duty member of staff and complete any necessary documentation.

### D) First Aid Provision

All Lettings should have suitable provisions for First Aid, in the unfortunate circumstances where first aid treatment is required,

Required First Aid Provision:

1. The ability to contact emergency services by telephone, as access to school telephones will not necessarily be available.
2. First Aid Kit and designated first aider.

Please see individual school lettings pack with regards to first aid

### E) Electrical Equipment

The Hirer should ensure that all electrical equipment to be used within the School Facilities has been tested in the previous 12 months and has had a visual safety inspection prior to its use on the School premises.

## 7. FIRE AND EVACUATION PROCEDURE

Hirers are responsible for reporting any potential fire hazards to the on duty member of staff immediately. They are also responsible for ensuring exit routes are kept clear of personal belongings and equipment during use of facility and that no dangerous materials are brought onto the premises.

### GUIDELINES IF YOU DISCOVER A FIRE:

1. Break the nearest fire alarm call point.
2. If / when fire alarm bell sounds assist with the evacuation via the nearest available exit and head to the sites muster point. Be mindful that your nearest exit may be blocked (Please see individual school lettings pack)
3. Do not waste time collecting bags etc.
4. Assist anyone with physical disabilities to the muster point.
5. If children are present ensure they are safely escorted to the muster point.
6. If you have knowledge of the source of the fire then inform ***the on duty member of staff***
7. Once you are at the designated muster point gather your group members and check via your register that everyone is present.
8. Wait for further instruction from the ***on-duty member of staff***.
9. **DO NOT RE-ENTER THE BUILDING** until instructed by the ***on duty member of staff***.

Only the ***on duty member of staff*** can give permission for you to re-enter the building.

## 8. DAMAGE AND LOSS

The Hirer shall ensure that no loss or damage is caused to the Facility on hire or any part thereof or to the equipment, apparatus or fittings. The Hirer shall pay to the school on written demand the reasonable cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or fitting which is lost or damaged, during the course of, or in connection with, the hiring, the amount of such cost to be certified by the AMAT whose decision shall be final and binding.

The Hirer is expected to leave the Facility in the same condition in which it was at the beginning of the booking. Costs incurred for any subsequent cleaning of the Facility by the AMAT will be met by the Hirer.

The hirer shall indemnify the AMAT against all claims, costs or demands in respect of personal loss or theft of, and/or damage to property, however suffered or incurred by any person or company which may arise out of the hiring of the facilities

### HIRERS PROPERTY

Hirer's equipment or property may normally not be stored on site and in exceptional circumstances only with prior consent of the AMAT. In such circumstances, equipment or property shall be stored entirely at the risk of the owner and the AMAT will accept no liability for any loss or damage to any items. The Hirer must produce on demand up to date records of the testing on any portable appliance they wish to bring into and use within the Facility.

Valuables and clothing are left at the owners' risk and the AMAT will not accept responsibility for liability in respect of any loss or damage to any property unless due to negligence of the AMAT. The School reserves the right to dispose as it thinks fit of any property left on the premises if such property is not claimed within one month of the booking.

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## 9. FOOD, ALCOHOL, SMOKING AND GAMBLING

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### A) Food

No food may be brought onto the AMAT Facilities by the hirer without prior agreement.

### B) Alcohol

No alcohol may be brought onto the AMAT Facilities by the hirer without prior agreement.

### C) Smoking

All AMAT facilities are designated “NO SMOKING” environments, therefore smoking is not permitted anywhere on site.

### D) Gambling

Gambling and the use of any type of gambling machines on any of the AMAT Facilities cannot be used without prior agreement.

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## 10. CONDITIONS FOR USE OF SCHOOL FACILITIES

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The following conditions for the use of school premises by any Hirer shall apply:

- The ***on-duty staff member*** will advise which toilets are available for use.
  - It is the Hirer’s responsibility to ensure that children are under close supervision at all times. Un-supervised children are not permitted on the site at any time and the school will take no responsibility for these children.
  - The school has a continuous programme of maintenance and room changes may be unavoidable. The school will try to minimise inconvenience to you and ask for your understanding in its efforts to keep buildings in a good state of repair. Each year at certain times, large areas of the school are required for an event. At these times, room changes may be unavoidable and the school will endeavour to minimise the disruption that this may cause. Areas not being used may be alarmed. It is the Hirers responsibility to see that members/users/visitors stay within their allotted area.
  - Please ensure all litter is placed in bins provided. Any bookings found leaving litter will be issued with a warning and this may directly affect you when re-booking with the school.
  - Chewing Gum is not allowed in the Buildings.
  - Please refrain from entering the site until 15 minutes before the beginning of your session and please leave quietly and considerately within 15 minutes of your session ending.
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## 11. AUDIO, LICENSING AND CONTENT

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The Hirer is responsible for obtaining the relevant licences and the payment of any fees which may become due.

If the school premises are required for concerts, plays, musicals, films or any other public entertainment, or if visual aids are used, the Hirer must ensure that:

- Copyrights are not infringed
  - All Licensing requirements have been met
  - No play shall be performed, or film shown, which is anyway offensive.
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## 12. PHOTOGRAPHY AND FILMING

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The Hirer must not grant photographic, sound or television broadcasting or filming rights without prior consent of The AMAT.

The AMAT reserves the right to refuse any such application for the use of such facilities.

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## 13. CAR PARKING

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Vehicles must only be parked in the parking areas of the school and in a designated space at all times. Vehicles left will be entirely at the owner's own risk (this includes damage to vehicles and theft from vehicles).

This is also clearly illustrated by the use of signage to this effect clearly displayed in such areas. Any instructions given by the **on-duty staff member** must be adhered to immediately and followed at all times

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## 14. COMPLAINTS

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Any complaint in respect to any AMAT facilities or conduct of our staff should be directed in the first instance to the designated school Lettings Manager.

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## 15. SAFEGUARDING

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The AMAT are committed to ensuring continual high standards are met with regards to the Safeguarding of not only its pupils but also the wider community who use our facilities. All our staff have an up to date DBS Check and have undertaken the necessary training with regards to Safeguarding.

We expect all staff, contractors and visitors to undertake appropriate vetting in order to comply with the safer recruitment requirements of Keeping Children Safe in Education September 2020:

Please note it is the responsibility of the hirer to ensure all necessary Safeguarding provisions are in place with regards to your booking. If any issues arise these should be reported to the school lettings manager immediately.

All staff provided by you/your organisation to work with children on AMAT Facilities must hold up to date, clear enhanced DBS checks with children's workforce check (barred list check) where working in regulated activity. Please provide details below

If your organisation only provides (and will only provide) an activity for adults, you are not required to complete the letter, Please note; should this change, it is essential that you notify us immediately so that we can update our records.

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