JACK HUNT
ACADEMY

Hard Work, Integrity and Kindness.

Letting of Academy Premises Policy Version 13.0

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1. Policy Statement

1.1. This policy is managed and maintained by the Business Manager responsible for Facilities, with confirmation review by the Keys Academies Trust CFOO.

1.2. This policy aims to govern the letting of the Academy premises for community use, including charging, health and safety, child protection and other legislative considerations.

2. General

2.1. Applications for the hire of any part of the premises must be made via our School Hire portal. The system details the hours of the letting which includes setting out and clearing up time (where applicable) as well as the overall charge of the hire. Full payment of fees is requested immediately for one off hires, and a month in advance for regular bookings.

2.2. When stating the hours required on the system, for both one off and long-term hirers, these need to include any time required for setting up and clearing away. Occupancy of the room in addition to the hours requested will be chargeable.

2.3. The use of the premises is restricted to the use outlined on the application form. Jack Hunt Academy retains the discretion whether to allow or not allow a letting to proceed.

2.4. The Hirer may cancel a booking upon giving not less than 7 days' notice in writing. If the building, room or the facility hired is not re-let on the date or dates in question 25% of the amount paid will be forfeited. If a hiring is cancelled within 7 days of the date of the hiring the Hirer will forfeit the full amount to Jack Hunt Academy. This is applicable to both one off and long-term hires.

2.5. Jack Hunt Academy reserve the right by notice to the Hirer to terminate the hiring at any time for reasons outside the control of the Jack Hunt Academy and to return to the Hirer any monies paid, but Jack Hunt Academy shall not be under any liability to the Hirer for any loss or damage he may sustain arising out of such terminations.

2.6. The Hirer shall not assign the benefit or burden of the hiring or sublet the premises or any part thereof.

2.7. In the event of the premises being required for Academy purposes, Jack Hunt Academy reserve the right to temporarily suspend the agreement. Due notice would be given to the Hirer and every effort made to avoid such action.

2.8. Jack Hunt Academy, or representative(s) thereof, reserve the right to increase, decrease and trial usage of the Academy facilities by external hirers with reference to any critical threat, such as a pandemic. Jack Hunt Academy maintains absolute discretion over how such arrangements are carried out, with the core business of the Academy and welfare of staff and pupils placed unequivocally at the centre of any decisions.

2.9. Charges for lettings and the hire of equipment are outlined in Appendix 1. Note that all rates are by the hour depending upon which room has been hired. The rates do not vary according to the type of organisation making the hire.

3. Licences

3.1. The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertakes to indemnify Jack Hunt Academy and its servants or agents against the costs for infringement. Where the hire involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for the Academy premises. Primarily groups that are linked to the Academy and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being hired and the relevant licence purchased, if required. The Academy / Lettings Officer will require from the hirer sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal) for any further information please see the following useful links:

https://www.gov.uk/licence-to-play-live-or-recorded-music

https://pplprs.co.uk/themusiclicence/

https://pplprs.co.uk/do-i-need-a-licence/

3.2. No excisable liquor shall be sold unless permission is obtained from the Jack Hunt Academy and either a Temporary Events Notice and/or Personal Licence has been obtained by the Hirer or on his behalf and the Hirer shall ensure that any conditions attached to such Licence or permission are complied with.

3.3. If any part of the premises are used for purposes of gaming or games of chance of any description the Hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.

3.4. Where premises are not Licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.

4. Hirer's Responsibilities

4.1. The Hirer shall respect the fabric, furniture and fittings of the Academy and is responsible for ensuring that these remain in the condition in which they were found prior to the letting.

4.2. The Hirer must report all damage to any part of the premises, fixtures, fittings or furniture to a representative of the Academy. The Hirer is responsible for checking for such issues prior to the commencement of the period of hire, and monitoring for such eventualities during the period of hire.

4.3. The Hirer shall repay to Jack Hunt Academy on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the Hirer or his invitees, servants or agents during the period of the hire.

4.4. The Hirer shall indemnify Jack Hunt Academy 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 which arise from any accident or occurrence that 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.

4.5. Hirers must provide their own insurance against their liability towards the public and their own employees in this respect unless otherwise agreed with a member of the Academy Senior Leadership Team. Where public liability insurance is taken out by the Hirer, the policy number and company should be clearly shown on the booking form (recommended minimum indemnity of £2 million) and a copy of the policy details provided to the Academy with the completed application.

4.6. The use of cloakrooms and/or changing rooms shall be agreed prior to the commencement of the letting and will be in the care and custody of the Hirer who must provide his own attendants and be responsible for any loss that may occur.

4.7. The Hirer shall only use the letting space / room that has been allocated as per the lettings agreement. Use of additional spaces without prior written approval shall incur a charge for the equivalent time the agreed spaces have been hired for.

4.8. Failure to pay any additional charges as outlined in point 4.7 could result in the termination of any future lettings arrangements. Jack Hunt Academy reserve the right not to reimburse the letting company for cancelled sessions.

4.9. Jack Hunt Swimming Pool is not part of the lettings offering that Jack Hunt Academy/ Keys Academies Trust controls. Therefore, lettings organizations **should not use the facilities**, namely the toilets, of the swimming pool whilst hiring the Academy facilities.

4.10. The Hirer must read and fully comply with the 'General Health & Safety Instructions and Guidance for those hiring rooms and facilities at Jack Hunt Academy' document (appendix 2). **One signed copy must be returned to the Academy via the School Hire system.**

4.11. Where Jack Hunt Academy provides services or activities directly under the supervision or management of Academy staff or volunteers, the Academy's arrangements for child protection will apply. Where services or activities are provided separately by another body, Jack Hunt Academy seeks assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the Academy on these matters where appropriate.

4.12. The hirers must read, complete and fully comply with the 'Child Protection (incorporating the 'Prevent duty') Arrangements for Lettings' (appendix 3) to ensure that child protection policies, procedures and practice are in place and are compatible with those of the Academy and Area Child Protection Committee. Awareness and understanding of the Prevent Duty must also be explicitly certified. One complete copy to be returned to the Academy **via the School Hire system.**

4.13. If the hirer fails to discharge its child protection responsibilities, Jack Hunt Academy can terminate the agreement with immediate effect.

5. Provision of Stewards

5.1. The Hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises and safety of participants during the hiring, including:

[a] Orderly and safe admission and departure of persons to and from the premises and orderly and safe clearance of the premises in case of emergency.

[b] The safety of the premises and the preservation of good order and decency.

[c] Ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and are immediately available for exit during the whole time the premises are in use.

6. Car Parking

6.1. The Hirer is responsible for ensuring that invitees use the designated parking areas. Cars should not be parked in the clearly marked prohibited areas.

7. Locality

7.1. All Hirers must agree to exercise consideration to neighbouring properties when accessing and egressing the Academy site.

7.2. All invitees of the Hirer must ensure that they do not incur inconvenience to neighbouring residents for the duration of the letting.

8. Smoking, Vaping & Chewing Gum

8.1. Jack Hunt Academy is a 'No Smoking', 'No Vaping' and 'Gum-free' site. These rules pertain to the whole Academy site including external areas and car parks. The Hirer is responsible for ensuring invitees comply with these site rules

9. Additional Conditions

9.1. Jack Hunt Academy reserve unto themselves and their officers, servants, agents and subcontractors a right of entry to every part of the premises at any time when duly authorised so to enter.

9.2. The wearing of footwear of any kind which is liable to cause damage to halls, rooms or pitches is prohibited.

9.3. Any property used by the Hirer should be removed at the end of the hire period. Jack Hunt Academy do not undertake safe custody of property remaining on the premises.

9.4. If the premises, including kitchens, are left unacceptably dirty or untidy, additional cleaning costs will be recoverable from the Hirer.

9.5. The premises are subject to the normal Sunday trading laws under the Sunday Trading Act 1994 and only restricted items may be sold on a Sunday.

9.6. The Hirer or designated representative of the Hirer must be on site at the start and finish of the hire period.

9.7. The Hirer or designated representative must hold a register for all persons attending their activity/class/event to sign in and out and take this register to the emergency assembly point in the event of an evacuation.

9.8. We have been advised that it would not be appropriate for the Academy to let their premises to any organisation without first ensuring that such organisation's understand Peterborough's child protection procedures, including the appropriate procedures regarding confidentiality. All Hirers are expected to have a knowledge of such.

9.9. Charges will be reviewed annually, as appropriate, without invoking a full review of the policy. Hirers agree to pay the new rates which will be set in the Summer Term to start in the new academic year, i.e. with effect from 1 September. The Lettings Officer will e-mail the updated rates and if applicable updated Lettings Policy to the contact provided on the application form. Rates are reviewed by the CFOO of Keys Academies Trust and Jack Hunt Academy senior leadership.

9.10. If a circumstance arises not already covered by this policy the Business Manager and Facilities Manager supported by the Lettings Officer have authority to agree the appropriate course of action. The next revision of the Lettings Policy should then reflect the decision made.

9.11. As stipulated in the Keys Academies Trust Finance Manual free use of Academy facilities and agreements below economic cost are not permitted unless specifically agreed by the Jack Hunt Academy or Trust Board.

10. Version History

VERSION	ACTION	RESPONSIBLE	DATE
1.0	Draft complied, amending charges	Christine GILLINGHAM	27/10/2015
1.1	Resources Committee Approval	Resources Committee	02/11/2015
1.2	Revised in-year draft compiled, incorporating PREVENT agenda	Matthew DEERE	13/04/2016
1.3	Suggestions made at Resources Committee on 16 May 2016 incorporated	Matthew DEERE	18/08/2016
2.0	Academic Year charging rates reviewed for 2016/7 and minor updates following review. Approved at Finance Specialist Meeting 17/10/2016	Matthew DEERE	12/10/2016
3.0	Reviewed and updated to facilitate the practical application of the policy	Matthew DEERE	15/05/2017
3.1	2017-18 Charging rates added to the policy body approved by Resources Committee on 15 May 2017. Approved on 10 July 2017 and published.	Matthew DEERE	29/06/2017
4.0	Annual rework of policy prepared for charging Academic Year 2018-19 and to Finance Committee for approval. Approved 18 June 2018.	Matthew DEERE	13/06/2018
4.1	Alterations to licensing clauses to emphasize importance of hirer responsibilities and to Finance Committee for Approval	Matthew DEERE	11/03/2019
5.0	Review of policy and revisions to rates for 2019-20	Matthew DEERE	24/05/2019
5.0	Approval by Finance Committee	Matthew DEERE	17/06/2019
5.1	Review and revision of clause 9 to include clarification on signing in procedures	Matthew DEERE	02/03/2020
6.0	COVID-19 covering section inserted and policy annual review carried out	Matthew DEERE	07/06/2020
7.0	Charging review and review of COVID stipulations	Matthew DEERE	20/05/2021
8.0	Charging review	Martin BARWISE	06/06/2022
9.0	Review of policy and revisions to rate for 2023-24	Simon Linforth	01/12/2023
10.0	Review of policy and revisions to rate for 2024-25. Removed references to the LGB to make the policy school centric. Noted the swimming pool (and toilets) is not part of the offering – section 4.8	Simon Linforth	01/08/2024
11.0	Updated to include reference to new online system "School Hire". Addition of Vaping as a restricted activity on site	Simon Linforth	03/12/2024

12.0	Updated of entity names & logos to Jack Hunt Academy & Keys Academies Trust. Annual charging review.	Simon Linforth	20/07/2025
13.0	Review of policy and revision to rates for 2026-27	Nicky Pedder	14/10/2026

11. Appendix 1: Standard Charging Rates

LETTING OF ACADEMY PREMISES CHARGING RATES ACADEMIC YEAR 2026 -2027

- **Available subject to times permitted in the planning application 16/00578/R3FUL and agreement of rates within the Community Use Agreement (CUA)**
- **Any charges from the Academy's Facilities Management partner (Equans) incurred by a letting will be added to the charges below. Such charges may include cleaning, set ups and caretaking time outside normal core hours. An estimate of such charges can be provided on request.**
- **Prices do no include the hire of sports equipment or audio-visual equipment unless stated. Such items may be available for hire by prior arrangement on a POA (price on application) basis; the Lettings Officer will consult with the Head of PE and/or ICT Services Manager as appropriate.**
- **An energy surcharge may be made for certain facilities at the discretion of the Jack Hunt Academy.**
- **The rates are ratified by the Jack Hunt Academy on an annual basis. Rates are subject to change at the Academy's discretion.**

Facility Type	Basis	Standard Rate
Assembly Hall	Per Hour	£47.00
Dining Hall	Per Hour	£41.00
Sports Hall	Per Hour	£34.00
Drama Studio	Per Hour	£24.15
Dance Studio	Per Hour	£27.50
General Classroom	Per Hour	£20.50
Cricket Nets/Strip Field	Per Hour	£26.75
Gymnasium Hall	Per Hour	£27.50
Field – General	Per Hour	£27.50
Field – Football including goals	Per Hour	£41.00
Courts – Netball/Tennis	Per Hour	£20.50
All Weather Pitch (full) for U16 use*	Per Hour	£41.00
All Weather Pitch (full) for Adult use*	Per Hour	£60.50
All Weather Pitch (third) for U16 use*	Per Hour	£27.50
All Weather Pitch (third) for Adult use*	Per Hour	£41.00

12. Appendix 2: Health & Safety

GENERAL HEALTH AND SAFETY INSTRUCTIONS AND GUIDANCE FOR THOSE HIRING ROOMS AND FACILITIES AT JACK HUNT ACADEMY

(Including fire evacuation instructions for functions at Jack Hunt Academy)

12.1. The hirer must take responsibility for ensuring that all persons on the premises comply with Health and Safety regulations at all times during the period of the hire.

12.2. The maximum number of 300 persons allowed in the Assembly Hall or 300 persons in the Dining Hall, either seated or standing, must not be exceeded. The maximum numbers may be subject to significant change depending on the specific set-up required (for example if the tiered seating is erected). At the time of booking this can be confirmed by the Lettings Officer subject to the Hirer's set-up requirements. Prospective hirers need to take into account the effects of set-up choices on overall capacity and are advised to liaise with the Lettings Officer to avoid disappointment.

12.3. The hirer shall arrange for one first-aider to be on duty if the numbers present are below 250 and two first-aiders if the numbers present be between 250 and 350. The first aid staff should be either from recognised uniformed St Johns Ambulance or British Red Cross Society or civilians holding a Health & Safety Executive certificate and wear an identifiable arm-band

12.4. At the start of any function the hirer or responsible person over the age of 18 years nominated by him in writing, should ensure that all persons present, are made aware of the fire evacuation instructions and positions of fire evacuation exits. Further information is provided at point 15.

12.5. Nothing should be left which causes an obstruction of the emergency exits.

12.6. Seating is arranged so there must be gangways not less than 1.05m in width which provides access to the emergency exits, and no seat shall be more than a 3.6m. distance from the gangway measured in the line of seating.

12.7. Jack Hunt Academy is a 'No Smoking', 'No vaping' and 'Gum-free' site. Visitors must leave the site **completely** if they wish to smoke, vape or to chew gum.

12.8. Any portable electrical or electronic equipment, including leads, brought onto the site for use during the period of hire shall have a current inspection certificate, which should be available for checking on the day of hire. Portable appliances must be maintained in a safe condition at all times.

12.9. No special effects equipment shall be used in the premises. This includes equipment using a heat source to produce effects i.e. smoke capsules, pyrotechnics, lasers and holographs.

12.10. Mats or other floor coverings shall be so secured that they are not in any way liable to rucking or to be a source of danger to the public, and no drapes shall trail on the floor.

12.11. The hirer must confirm that they have a means of contacting the emergency services (mobile phone).

12.12. The hirer should ensure that all those attending should park their vehicles in the designated parking spaces only in order that emergency vehicles are not obstructed. The 10mph speed limit in the car-park must be adhered to.

12.13. At all times there will be a representative of Jack Hunt Academy (normally Equans on site and the hirer must also accept advice from that representative in relation to matters of health and safety. Facility Site Officers are employees of Equans who are responsible for site management and will act as representatives of the Academy in that capacity.

12.14. Hirers need to be aware that the Academy is covered by CCTV.

12.15. Fire Evacuation Instructions for Functions at Jack Hunt Academy:

The person discovering a fire raises the alarm by operating the nearest fire alarm call point. The alarm is a continuous ringing of the bell.

On the alarm being sounded, all visitors should vacate the building in an orderly fashion and go, by the most direct/safe route, to the assembly point on the paved area in front of the student bike sheds. At no time should that route pass through another building. While the alarm continues to sound and until it is advised that it is safe to do so no-one must re-enter the building.

Only after the Academy representative on site or a member of the Fire Service gives the all-clear shall anyone be allowed to return to the building.

Signed: _____ Date: _____

Name (please print): _____

13. Appendix 3: Safeguarding & Prevent Duty

JACK HUNT ACADEMY CHILD PROTECTION (INCORPORATING THE PREVENT DUTY) ARRANGEMENTS FOR LETTINGS

13.1. **Introduction**

In showing an interest in obtaining a letting at Jack Hunt Academy it is important to consider that as an educational establishment we have a clear focus upon the health, safety and welfare of all, young people on our site.

13.2. Where the Jack Hunt Academy provides services or activities directly under the supervision or management of Academy staff and volunteers, the Academy's arrangements for child protection will apply. Where services or activities are provided separately by another body, the Jack Hunt Academy will seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the Academy on these matters where appropriate.

This guidance note provides a checklist that Jack Hunt Academy can use to help us to comply with the current Government requirements around the safeguarding of young people, including the 'Prevent duty'. The Prevent duty places an obligation on Academy's, as part of the Counter-Terrorism and Security Act (2015), to have due regard to the need to prevent people from the risks of radicalisation and extremism. It also ensures that those who are hiring the facilities at Jack Hunt Academy have considered and put in place policies, procedures and practices for child protection whilst using Jack Hunt Academy facilities.

Please complete the following checklist. This must be read in conjunction with the relevant Academy policies and Government guildance where applicable. Where hieers agree to abide by Academy policies they need to sign the appropriate box on this form, and one signed copy of each policy.

If the hirer fails to discharge its child protection responsibilities, the Jack Hunt Academy of Jack Hunt Academy can terminate the agreement with immediate effect.

CHECKLIST: Jack Hunt Academy Child Protection and PREVENT arrangements for Lettings:

1. Name of organisation:
2. Venue:
3. Days & Times of activity:
4. Name of organiser/supervisor:
5. [a] Has the organization got a child protection policy that is compatible with the Academy's policy?

- Yes *(please attach a copy to your application form)*, and go to 6a.
- No, go to 5b.

5b. If not has the organisation read the Academy's policy (annex 1 – Child Protection Policy) and is it prepared to adopt the policy and communicate it to its staff and volunteers?

- Yes Signed:
- No

6a. Has the organisation a code of conduct for staff and volunteers that is compatible with the Academy's code of conduct.

- Yes *(please attach a copy to your application form)*, and go to 7.
- No, go to 6b.

6b. If not has the organisation read the Academy's code of conduct and confirmed that it prepared to adopt the code and communicate it to its staff and volunteers (annex 2 –Code of Conduct and keeping children safe part 1).

- Yes Signed:
- No

7.Are staff and volunteers in the organisation aware of the procedures to be followed if they think a child is being abused. (Guidance can be found in the Jack Hunt Academy Child Protection Policy – annex 1).

- Yes
- No

8a.. Does the organisation have a policy on the use of physical intervention that is consistent with the Academy's policy?

- Yes (please attach a copy to your application form) and go to 9a.
- *No, go to 8b.*

8b. If not, is the organisation prepared to adopt the Academy's policy and communicate this to staff and volunteers? (See annex 2 – Code of Conduct)

- Yes Signed:
- No

9a. Does the organisation have a procedure (Disciplinary Policy) in the event of a child protection allegation being made against a member of their staff or volunteer that is compatible with the LA's procedures?

- Yes (please attach a copy to your application form) and go to 10.
- No, go to 9b.

9b. If not, is the organisation prepared to adopt a procedure that is in line with the Academy's staff and volunteers Disciplinary Policy and Procedures (Gross Misconduct) – annex 3?

- Yes Signed:
- No

10. Have all staff or volunteers working with children (including transporting children as part of the activity) been DBS checked?

- Yes
- No
- Not applicable

11. Are there arrangements for the staff member / volunteer / organiser to contact the Academy's designated teacher for child protection for advice and support should the need arise?

- Yes
- No
- Not applicable

12. Have all staff or volunteers read and understood the latest guidance from HM Government 'The prevent duty: for Academy's and childcare providers', found at https://www.gov.uk/government/publications/protecting-children-from-radicalisation-the-prevent- duty#history

- Yes Signed: _____
- No

13. Have all staff or volunteers understood the obligations placed on them, in the context of letting the premises of Jack Hunt Academy, by Section 26 of the Counter-Terrorism and Security Act 2015? This can be found at http://www.legislation.gov.uk/uksi/2003/1377/pdfs/uksi_20031377_en.pdf

- Yes Signed:_____
- No

This form has been completed by: _____

Name (Block Capitals): _____

Signed: _____ **Date:** _____

Jack Hunt Academy designated safeguarding lead for Child Protection and Single Point of Contact (SPOC) for Prevent Duty: Mrs K Cliffe, Assistant Headteacher/DSL 01733 263526