

Grace Academy Solihull

Lettings Policy

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|-------------------|------------------------|
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| Authors: | Site Manager |
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1 Introduction

We take great pride in our building, facilities and services. Our single footprint, multi million pound Academies are designed to meet the needs of our students and the requirements of the whole local community.

2 Availability

The Academy may be used on regular and specific evenings for Academy events such as parents evenings. Academy events will take priority over lettings and therefore the Academy diary should always be considered when booking.

At all other times and according to our 'Community Use Agreement' Grace Academy will give priority use to sports and physical activity development programmes during the 'Community Use Period' (6:00pm to 09.30pm weekdays during Academy term time, 9.00am to 2.00pm on Sundays and between 9.00am to 09.30pm during the week in Academy holidays. These programmes may include:

- (i) Opportunities for beginners, for people wishing to improve their sporting skills via programmes of coaching and competition and training for players, coaches and officials.
- (ii) Opportunities for participants to join sports clubs and other organisations
- (iii) Specific activities aimed at attracting new participants to a range of sports from the following priority groups:
 - 16 and under;
 - 45 and over;
 - Girls and women;
 - Lower socio economic groups;
 - Black and ethnic minorities;
 - People with disabilities;

Other specified target groups agreed between the parties to this Agreement and always a balanced programme of use which satisfies Academy curriculum and extra-curricular sports needs and further provides for a wide range of community sports (where feasible) including provision for:

- Sports and physical activity development Initiatives;
- Organised club sessions;
- Coaching / Officiating courses;
- Adult education courses;
- Casual use;
- Use by National Governing Bodies of Sport and other recognised organisations; Volunteering Opportunities

For the remaining availability, priority will be given on a 'First Come, First Served' basis. If the facilities are already booked, the Facilities department will consider what negotiations can be made to accommodate the bookings of a clashing enquiry and look to secure both bookings.

3 Procedures

3.1 Enquiries

Enquiries can be emailed in (the Lettings Booking Form available on a lettings section of the website), made in person at the reception, or discussed over the phone. If the enquirer comes to the Academy to make an enquiry, or to deliver a Lettings Booking Form a signature is to be obtained in agreement to the terms and conditions whilst they are present. The form will then be scanned and emailed to the Facilities team.

3.2 Approval of Use and Monitoring Bookings

All enquiries will be subject to a check of appropriateness against Grace Academy values before approval is given or a booking accepted.

3.3 Booking Confirmations

The Facilities team will communicate the cost to the enquirer. On their acceptance and wish to proceed, the facilities team should be booked on the Google Calendar. If the enquiry was made over the phone, the enquirer will need to either come into the Academy as directed by reception or the facilities team to sign an agreement to the terms and conditions, send a signed form in the post, or scan and email it in to the Facilities team within the academy.

The 'Booking Confirmation Section' of the form is completed, indicating who confirmed the booking with the enquirer, the date and indicating who was included in the communication of the confirmation. The cost of the booking should also be detailed on the form.

The completed Lettings Booking Form is copied as a booking confirmation to all the relevant parties within the academy this may include although it is not limited to the customer, the finance team (for invoice), the Google calendar, the catering staff, the cleaning staff, reception and any other staff who's regular working environment may be affected by a booking – for instance the form tutor of a classroom booked the evening before.

3.4 Invoicing

Accounts will raise the invoice with relevant VAT rates applied for various aspects of charge and they will then forward it to the customer, copying it by email to the Facilities team, catering staff (where applicable for refreshments), and Reception, if appropriate. This process should be accomplished within 48 hours of the initial enquiry confirmation. Annual bookings shall be invoiced three times a year in September, January and April.

3.5 Payment

All bookings have to be paid for in advance. The Academy will advise as to its specific requirements upon the type of booking made i.e. one off, long term or immediate.

BACs payments can be made to the sort code and account number as noted on the booking form. Cash can also be received at reception between the hours of 8am and 4pm. Payment must be made in advance prior to the facilities being used.

3.6 Cancellations

In the event that the hirer or the academy have to cancel a session no refunds will be given. If the hirer cancels a booking, it will be up to the discretion of Grace Academy Solihull whether a full refund or part refund will be able to be provided as timescales and circumstances will need to be considered. Should the academy cancel the booking, the customer is to be informed immediately and an agreement reached as to the date and time of a replacement session using the same facilities as originally booked.

In either case the Lettings Cancellation Form will be completed by the team and copied to all relevant internal and external parties.

3.7 Reception, Health and Safety Rules

The hirer is responsible for ensuring that they complete a register for every session and this must be readily available if required in the event of an emergency. On the first session of any particular booking or prior to their booking taking place, the lead contact person is required to arrive 15 minutes in advance of the activity time. They will then:

- Have the Health and Safety Rules and Incident / Damage Report Form Explained. (A paper copy is provided in their lettings pack but also with the register each session)
- Be shown to their facility
- Be shown how to contact the appropriate person in case of an incident via the provided site phone, and also advised what to do if they find facilities not in good working order
- Be shown which toilets to use and where to find refreshments etc (if provided)
- Sign to take responsibility for their whole group
- Collect all their visitors from Reception if appropriate, but generally these will enter via the PE area.
- Additional information may be sent by text when required i.e. adverse weather conditions

4 Prices

Prices will be reviewed by the Principal on a bi-annual Basis. Prices are not included in the Lettings Pack or on the website. The academy reserves the right to give a discount where the community is included by the activity of the hirer but all academy costs and expenses must be met to ensure the academy is not 'out of pocket' by letting the land or building or any other academy equipment or facilities.

Terms and Conditions for Grace Academy Lettings

1. General Conditions for Hire

The Facility is available for hire provided that the use does not conflict with the educational activities of the Academy or the use of the Facility creates any nuisance to the neighbourhood. For booking the Facility a Lettings Enquiry Form must be completed and submitted to the Academy for approval. The times of use should include time for preparation and clearing up. The Facility should be vacated promptly. The Academy reserves the right to make an additional charge if an event overruns the agreed time of use or if Academy staff need to clear a Facility after use if the Hirer fails to do so.

2. Acceptance of a Letting Enquiries are Confirmed in Writing

When a letting enquiry is confirmed by the Academy, a copy of the form with the authorisation signed by

the Academy will be sent to the Hirer. No public announcement should be made concerning the use of the Facility until the authorisation has been received. The Hirer will only be admitted to the Facility identified in the Letting Enquiry Form. The Academy reserves the right to make an additional charge for additional areas used. For review and improvements to services, please keep a register of numbers attending. A hirer must not sub-let.

3. **Payment**

Payment in full is due no later than 30 days before the use of the Facility. If the booking is made less than 30 days prior to use of the Facility, payment in full is due 4 days prior to the booking. Annual bookings shall be invoiced three times a year in September, January and April. Standing Order forms are available. If payment is not received by the date of hire, the Academy, at its sole discretion, reserves the right to cancel the booking. In the event the Academy has not exercised its right to cancel the booking and if payment is not received by the agreed time for use of the Facility, the Academy may, at its sole discretion, allow the Hirer the use of the Facility but an additional reasonable charge may be made, the amount of such charge depending on the Facility in question.

4. **Cancellation of a Letting**

By the Hirer: The Hirer must notify the Academy of cancellation at least three full working days prior to the date of use of the Facility and complete a Lettings Cancellation Form. The refund amount for the letting will be at the discretion of the Principal.

By the Academy: The Academy reserves the right to cancel any booking and although an explanation will usually be given, the Academy may cancel without giving any reason. Note - To protect the Astro Turf if there is a covering of frost or snow on the Astro Turf, this will require the cancellation of any bookings.

5. **Safety and Incidents**

The Hirer has been supplied with the Rules. The Hirer is responsible for any accident or injury that occurs when using the facility and for undertaking their own risk assessment, prior to them taking place and in order to manage the safety of all participants. The Academy does not provide a First Aider. In the event of an accident or incident, the Hirer agrees to notify the Academy and to complete an Incident/Damage Report Form immediately. The Hirer will provide the Academy with a completed Lettings Register on arrival to use the Facility. Nothing in these Terms and Conditions shall limit or exclude the liability of the Academy in the event of death or personal injury due to negligence of the Academy.

6. **Damage**

The Hirer is responsible for all damage, loss or injury to persons, equipment or premises which occur within the Academy premises and grounds as a result of the Hirer or its group use of the Facility. The Hirer is responsible for arranging insurance to cover its use of the Facility. The Hirer will inform the Academy

immediately upon arrival if the Facility is in an unacceptable or damaged condition. The Hirer must leave the Facility in a good, clean and tidy state. The Academy reserves the right to charge for any additional cleaning or repair work as a result of damage occurring to the Facility during the Hirer's use. If the Academy loans equipment to the Hirer and this is damaged, the Hirer agrees to inform the Academy immediately upon such damage occurring and to complete the Incident/Damage Report Form before

leaving the Facility. The Hirer agrees to repair or replace within 72 hours any equipment so damaged or pay the cost of repair or replacement within 72 hours from when it is so notified by the Academy. The Academy shall not be so liable to the Hirer whether in contract or tort (including negligence) for any losses including, but not limited to, loss of profit, loss of goodwill, loss of business or any special, indirect or consequential damage.

7. Hirer's Property

The Academy shall not be liable for any loss, damage or injury to property, equipment or vehicles brought onto the Academy's site. All such items shall be removed immediately after the use of the Facility has ended. The Hirer is responsible for arranging insurance to cover the use of these items.

8. Food, Alcohol, Smoking & Gambling

No food or alcohol shall be brought onto Grace Property by the Hirer unless specifically agreed with the Academy at the time of booking. The sale of alcohol is not permitted unless prior written consent of the Academy is obtained. If agreed, the Hirer will, at its own expense, comply with the requirements of the Licensing Act 2003. No betting, gambling or gaming is permitted on Grace Property. No smoking will be permitted anywhere on Grace Property. For safety and hygiene reasons children under the age of 14 are not permitted in the Academy kitchen.

9. Right of Admission

The Hirer hereby allows the Academy free and unfettered admission to the Facility at all times during the Hirer's use of such Facility and to any persons so authorised by the Academy.

10. Maintenance of Good Order

The Hirer must maintain good order and operate security measures during the use of the Facility. No unauthorised persons shall use the Facility or any part of Grace Property. The Hirer must ensure appropriate footwear is worn when using sports facilities, including the Astro Turf Pitches, Gym and Sports Hall. No bladed studs are permitted on Astro Turf and no black plimsolls are permitted in the Gym. No unauthorised electrical equipment shall be used in the Facility.

11. Licensing and Content

If the Hirer wishes to provide public music, dancing or other public entertainments, it must, at its own expense, obtain all necessary public entertainments licences etc ('Licences') and show such Licences to the Academy on demand. The Hirer shall be responsible for any payments due to Phonographic Performance Limited for a performing rights music licence or the Phonographic Performance Limited, for a phonographic performance licence. In addition, the Hirer will be responsible for compliance with all other appropriate legislation (including but not limited to the Children's and Young Persons Act 2008, the Theatres Act 1968, Cinematography Act 1909 and 1952 and the Licensing Act 2003). No play, film or performance shall be shown or performed by the Hirer that may in any way be offensive to public feeling. The Academy shall not be liable for any infringement of a third party's intellectual property rights by the Hirer during the Hirer's use of a Facility.

12. Noise levels and offensive Language

Noise must be contained to a reasonable level at all times and after 10.30pm no noise shall be audible in any of the neighbouring homes. No potentially offensive language is to be used.

Lettings Booking Form

| |
|--|
| Name Of Applicant: |
| Name Of Organisation: |
| Postal Address for Invoice and Correspondence: |
| Contact Number: |
| Email Address: |
| Status (please circle as appropriate): Individual Club Charity Company |
| Company or Charitable Number: |

| |
|--|
| Purpose/Activity for which Letting is required (please circle as appropriate): |
| Private Club Open to Community Participation |

| |
|--|
| Facilities Required including equipment hire |
| Is this for Adult or under 16 use? Yes or No |

Please complete all relevant details below. Please use an additional sheet if more space is required.

| Date(s) required | Start time | Finish time | Estimated Numbers | Payment Terms Agreed |
|------------------|------------|-------------|-------------------|----------------------|
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total to pay: £ _____

Once you have received confirmation of your booking, please complete payment, which can be done via a bank transfer (BACs) to the following account, or via cheque or by cash, however please check details for using these last two options in section 3.5:

- Sort code: 30-96-09
- Account number: 76625160

| | | | | |
|--|--------|------------------|---------|------------------|
| Will this be a regular booking? (Please Circle) | | Yes or No | | |
| If so, what frequency? (Please circle) | Weekly | Every Other Week | Monthly | Other (details): |
| Any other relevant information for this booking? | | | | |
| Please give details of what equipment will be used by the club, group or individual on site. | | | | |
| Do you intend to consume food and drink? | | Yes or No | | |
| Public entertainment licence applied for? | | Yes or No | | |
| Will there be an admission charge to your activity? | | Yes or No | | |
| If yes, how much, including cost per person: £ | | | | |

IMPORTANT! Please sign below in order for the letting enquiry to be considered.

- I agree to only use the facilities as detailed above.
- I have provided a copy of our insurance documentation. **Yes / No (Circle which)**
- If no insurance documentation is provided, by signing below, I accept that all persons present will be equally and wholly responsible for the cost of any damage to the facilities or contents thereof.
- I have read and agree to the Grace Academy Terms and Conditions for lettings and **accept personal responsibility for this hiring including payment** and informing all participants of their responsibilities.
- I accept the cancellation terms and conditions.

Signature _____

Date _____

Print Name: _____

Please return this form to Grace Academy Solihull for the attention of 'Facilities Team – Lettings' via email or post to the relevant address noted below:

Grace Academy Solihull
Lettings-GAS@graceacademy.org.uk
 Chapelhouse Road, Chelmsley Wood,
 Birmingham, B37 5JS
 Tel 0121 329 4639

Agreed on behalf of Grace Academy by:

Signature _____

Date _____

Print Name: _____

Community Use

To help us know if we are meeting the targets set for our community use, please indicate if your letting will include any of the following.

| | |
|--|--|
| Opportunities for beginners, for people wishing to improve their sporting skills via programmes of coaching, competition training for players, coaches and officials. | Yes or No |
| Opportunities for participants to exit into sports clubs and other organisations. | Yes or No |
| Specific activities aimed at attracting new participants to a range of sports from the following priority groups: | |
| <ul style="list-style-type: none"> ● 16 and under ● 45 and over ● Girls and women ● Lower socio economic groups ● Black and ethnic minorities ● People with disabilities | <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> |
| Other specified target groups for a wide range of community sports including provision for: | |
| <ul style="list-style-type: none"> ● Sports and physical activity development Initiatives ● Organised club sessions ● Coaching / Officiating courses ● Adult education courses ● Casual use ● Use by National Governing Bodies of Sport and other recognised organisations ● Volunteering Opportunities | <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> <div>Yes or No</div> |

Grace Academy Solihull
Lettings-GAS@graceacademy.org.uk
 Chapelhouse Road, Chelmsley Wood,
 Birmingham, B37 5JS
Tel 0121 329 4639

Cancellation Form

| |
|--|
| Name Of Applicant: |
| Name Of Organisation: |
| Address for Invoice and Correspondence: |
| Contact Number: |
| Email Address: |

| |
|---------------------------------|
| Reason for Cancellation: |
|---------------------------------|

| |
|---|
| Facilities Not Required including equipment hire |
|---|

Please list all details of dates and the start and finish times that you wish to cancel

| Date(s) to be cancelled | Start time | Finish time |
|-------------------------|------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Important Information - Cancellation of a Letting

By the Hirer: The Hirer must notify the Academy of cancellation at least three full working days prior to the date of use of the Facility and complete Lettings Cancellation Form. The full amount of the letting will always be payable.

By the Academy: The Academy reserves the right to cancel any booking and although an explanation will usually be given, the Academy may cancel without giving any reason. No refunds will be given, however an additional session, using the same facilities as originally booked, will be provided by the academy on an agreed time and date. Note - To protect the Astro Turf a covering of frost or snow on the Astro Turf will require cancellations of bookings.

I wish to cancel the lettings listed above:

Signature: _____

Date: _____

Print Name: _____

Please return this form to Grace Academy Solihull for the attention of 'Facilities Team – Lettings' via email or post to the relevant address noted below:

Grace Academy Solihull
Lettings-GAS@graceacademy.org.uk
Chapelhouse Road, Chelmsley Wood,
Birmingham, B37 5JS
Tel 0121 329 4639

Agreed on behalf of Grace Academy by:

Signature: _____

Date: _____

Print Name: _____

**Any refund that are agreed to, will be returned to the applicant/organisation via a BACS RUN*

Lettings Register Form

| |
|------------------------------|
| Name Of Organisation: |
| Contact Number: |
| Email Address: |

**Please use the additional boxes for any amendments to keep an accurate account of persons attending your session.
If any amendments do arise please delete the number in the first boxes and use the subsequent box as needed.*

[illegible]

Grace Academy Solihull
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 Chapelhouse Road, Chelmsley Wood,
 Birmingham, B37 5JS
Tel 0121 329 4639

Health and Safety Rules

On the first session of any particular booking, the lead contact person is required to arrive 15 minutes in advance of the activity time. They will then:

- Have the Health and Safety Rules and Lettings Incident / Damage Report Form Explained. (A paper copy is provided in their lettings pack but also with the register each session)
- Be shown to their facility
- Be shown which toilets to use and where to find refreshments etc if included in the booking
- Sign to take responsibility for their whole group
- Collect all their visitors from reception

General Health and Safety Issues

- Smoking is not permitted in any part of the building or grounds
- Alcohol is not permitted in any part of the building or grounds
- In case of emergency contact the site services team via 0121 329 4639
- Hirers and their groups need to report to Reception and sign in on arrival

Fire Regulations

- The Hirer must make sure that their group is aware of the nearest fire exit, fire alarm, fire extinguisher and fire assembly point
- On discovering a fire, set off the nearest fire alarm and exit the building at the nearest exit and make your way immediately to the fire assembly point
- On hearing the fire alarm, leave the building by the nearest available exit and make your way immediately to the fire assembly point
- Call the Fire Brigade, the number is 999 and is free
- Close all doors behind you
- Do not take any risks and do not collect any belongings
- Do not leave the assembly point or return to the building until instructed to do so by the fire warden

I have undertaken the induction meeting and understand the Health and Safety

Rules Signed _____

Print Name in Capitals _____

Date _____

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Tel 0121 329 4639

Incident/Damage Reporting Form

| |
|-----------------------------|
| Contact Person: |
| Name Of Organisation |
| Contact Number: |
| Email Address: |

| | |
|---|---------------------|
| <p>In the event of an incident / injury during your letting period, please complete all the information below:</p> | |
| <p>Date the incident occurred:</p> | <p>Time:</p> |
| <p>Brief description of incident:</p> | |
| <p>Where in the building/grounds the incident took place:</p> | |
| <p>Details of any action taken:</p> | |

PLEASE RETURN THE COMPLETED FORM TO RECEPTION OR SITE SERVICES BEFORE YOU LEAVE THE SITE AND AS SOON AS POSSIBLE AFTER THE INCIDENT (PLEASE USE ADDITIONAL SHEETS IF NEEDED).

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 Chapelhouse Road, Chelmsley Wood,
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