



SUCCESS ACADEMY TRUST

SAT Academy Lettings & Hire Policy – TECC Appendix

Approved/reviewed by	
TECC LGC September 2024 V2	
Date of next review	July 2025

This policy is reviewed annually to ensure compliance with current regulations.

Version	Date	Updated by	Summary of changes
V1	June 2023	College Manager	To accompany new policy.
V2	September 2024	College Manager	Appendix B updated.

HIRE CHARGES FOR COLLEGE PREMISES SCALE OF CHARGES FROM 1 JANUARY 2025						
Please note any sports lettings are liable to 20% VAT on top of charge shown, in line with HM Revenue & Customs VAT rules	Per hour weekday daytime before 6pm	Per hour weekday after 6pm	Per hours Saturday (min 2 hrs)	Unlock/lock Saturday	Per hour Sunday (min 2 hrs)	Unlock/lock Sunday
LARGE INDOOR AREA (including Gym, Youth Wing, Dining Room, Music Room and Workshop)			Premises Officer Attended	Premises Officer Unattended	Premises Officer Attended	Premises Officer Unattended
Affiliated Groups/other users	14.83	17.85	38.32	38.32	50.97	50.97
CF Extended Services/FE use	10.63	12.83	38.32	38.32	50.97	50.97
Use of areas during the school day for peri music lessons/luncheon club FOC by discretion of the Governing body						
SMALL INDOOR AREA (ie general classroom/meeting room)			Premises Officer Attended	Premises Officer Unattended	Premises Officer Attended	Premises Officer Unattended
Affiliated Groups/other users	11.62	14.03	38.32	38.32	50.97	50.97
CF Extended Services/FE use	8.46	12.75	38.32	38.32	50.97	50.97
Please note the College has 3 football pitches, 1 soccer 7 pitch and two rugby pitches (only with a 9v9 football pitch marked on top of one rugby and when used must be played with portable football post only). The make up and sizes of the pitches will be based on the need of the College. Any additional marking outs not required by the College will need to be met by the hiring team. The College shares its football posts with one of the affiliated groups. Most pitches are already block booked by affiliated groups. College also has to bear in mind that the pitches are not over played. During the summer term the athletics track is marked out and winter pitches are not maintained. The pitch directly behind the overspill car park is Old Mill Primary Schools pitch and hire should be sought via them.						
OUTDOOR (football/Rugby pitch) (rugby posts provided/football posts are not)	Per hour weekday daytime	Per hour weekday after 6pm	Per hour Saturday (min 2 hrs)	Unlock/lock Saturday	Per hour Sunday (min 2 hours)	Unlock/Lock Sunday
Affiliated Groups/other users	15.01	17.73	38.32	38.32	46.31	46.31
As above, including changing rooms	21.79	27.04	46.98	46.98	53.92	53.92
CF Extended Services/FE use	10.41	12.50	38.32	38.32	46.31	46.31
As above, including changing room	15.13	19.33	46.98	46.98	53.92	53.92
OUTDOOR TENNIS COURTS All 4 courts together (for one tennis court divide by 4)	Per hour Weekday daytime	Per hour weekday after 6pm (incl floodlit)	Per hour Saturday (min 2 hrs)	Unlock/lock Saturday	Per hour Sunday (min 2 hrs)	Unlock/Lock Sunday
Affiliated Groups/other users	20.41	27.34	38.32	38.32	47.98	47.98
CF Extended Services/FE use	14.76	19.63	38.32	38.32	47.98	47.98
WEEKEND LETTINGS						
Unattended letting only allowed to affiliated groups and with the permission of the Principal.	Premises Officer Attended per hour weekday after 6pm	Premises Officer Attended per hour Saturday (min 2 hrs)	Premises Officer Unattended Unlock/Lock Saturday	Premises Officer Attended Per hour Sunday (min 2 hrs)	Premises Officer Unattended Unlock/Lock Sunday	
WEEKEND SOCIAL EVENTS – includes lounge/dining rooms	40.15	40.15	40.15	55.48	55.48	



THOMAS ESTLEY COMMUNITY COLLEGE

Station Road, Broughton Astley, Leics LE9 6PT
01455 283263

Booking Form for Hire of Premises

Booking No

Date of Hire

Please complete the following and return to College reception. Your booking will only be confirmed upon receipt of this signed form and a **NON RETURNABLE** 10% deposit.

Name of hirer/organisation

Address

Telephone number

Day and date of hire

Type of function

Area(s) required

Time of hire/ Actual times of Access to site for set up/ clear up to
(Actual time of access should be at least 30 minutes after hire/ function end in order to clear premises)

The Organiser should check on arrival that their copy of details, including rooms and times of their hire/function, coincide with those of the Premises Officers.

Expected number of people attending Is admission by ticket only?

(Please estimate – this is important for staffing numbers and fire regulations)

Please note the College does not have a licensed bar. If the hirer is looking to serve alcohol at this venue, they will be required to organise a special licence with Harborough District Council and provide proof to the College prior to the event.

Please provide details of any other requirements should as tea/coffee refreshments; stage lighting/sound etc (Please note this will be subject to an additional charge plus VAT)

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Office Use Only	
Deposit receipt no	
Payment receipt no	

(Price per hour ____ x no of hours) Total price of letting

£

1 **Sub Total**

£

I accept the conditions of hire and enclose a 10% non returnable deposit of

£

Invoice will be sent for balance, which is due two weeks prior to letting

£

AN ADDITIONAL DEPOSIT OF £50 (a separate cheque please) IS REQUIRED ON ALL LETTINGS (This is required in case of damage or late departure. Any damage in excess of this will be charged)
This deposit will be returned after the event if there are no problems with the letting.

Cheques made payable to Thomas Estley Community College or TECC

**ALL MONIES MUST BE PAID BEFORE THE DATE OF THE FUNCTION
IF BALANCE IS NOT PAID, THE FUNCTION WILL BE CONSIDERED CANCELLED**

Signed Date

Signature of responsible person willing to ensure the sensible use of facilities and to inspect the said facility at the conclusion of the letting with the Premises Officer on duty, and agree to abide by the conditions of hire found on the back of this form PTO

Thomas Estley Community College – Conditions of Hire

Indemnity and Conditions of Hire (one off)

Upon confirmation of booking from the College, the hirer will become an affiliated member of the College. Membership will cease following the event. During the period of hire the member is responsible for all actions of their guests.

Members are asked to ensure the premises are vacated by the time stated on the booking form. An additional charge **will** be made to cover costs if this period is extended. Groups can only access their designated areas as given on the booking form. Members acknowledge that they do not have exclusive rights to occupy the College premises and that there may be other groups in adjoining areas.

It is illegal to smoke anywhere on these premises. The College **DOES NOT PERMIT SMOKING ANYWHERE WITHIN THE COLLEGE SITE**. The College's fire alarm system has been extended significantly to incorporate additional smoke/heat detectors in all areas, including toilets. If the alarm is activated during a function (continuous siren), all the guests of the member will need to evacuate the building and will not be permitted back into the premises until the fire service have attended and are satisfied that the building is safe. THEREFORE IT IS VITAL THAT ALL GUESTS OF THE MEMBER ARE INFORMED THAT SMOKING IS NOT PERMITTED INSIDE THE BUILDING.

No naked flames are allowed, including candles. Members can arrange to put up appropriate decorations if they wish but they can not be excessive or cover any fire equipment or exits.

The Fire signal is a continuous siren. If during the time of hire the fire siren sounds, members should escort their guests, with assistance of any College staff, to the fire assembly point at the front of the College, via the safest signed emergency route. No one will be allowed back into the building until they have received permission from the Premises Officer on duty.

All children must be supervised at all times when on the premises.

College staff reserve the right to refuse admission, or ask the member to remove the guests, if this is deemed necessary.

Members are required to ensure that the number of people attending their function is in line with the booking form. The College retains the right to refuse entrance if numbers exceed maximum H&S levels for areas booked.

In the event of an increase in the letting fee before the date of your event, the College reserves the right to increase the letting fee accordingly.

Members and their guests are subject to the Health and Safety policy and Equality policy of the College.

The College aims so far as is reasonably practicable, to ensure the health, safety and welfare of all its members and guests. However, during the period of hire, the member shall be held responsible for all damages, losses, claims and costs arising out of the premises and shall indemnify Success Academy Trust, its Trustees and Governors of Thomas Estley Community College for any claims arising from accidents whether fatal or otherwise to any employee or agent of the College and to any member of the public and to any third parties, caused as a result of the usage, except where due to the negligence of the College, its servants or agents. Members may need to arrange insurance cover for public liability and loss or damage to premises and equipment.

There must be no interference with College portable or fixed equipment. Members shall ensure that any electrical appliances brought onto the premises (including by any third party) are in safe working order and have in date portable appliance test.

No demonstration of hypnotism shall be given and no unlawful gaming shall be allowed. No bouncy castles or similar inflatables allowed.

As hiring member, you must ensure that any accidents during the period of hire must be recorded with staff on duty. Interference or introduction of any equipment, electrical or otherwise is not permissible. Interference with any fixed installation or removal of any fire and safety notices or equipment is not permissible.

In the event of failure of lighting during the hire, all persons must leave the premises if the lighting fails to be restored within half an hour.

The College will not hire the premises to organisations/people with racist aims and will cancel any booking if in its opinion the organisation for which the premises are hired have racist aims, regardless of the stated reason for hiring. In such event the College and Governors shall incur no liability whatsoever to the hirer. The College maintains a log of racist incidents. If such an incident occurs during your hire it must be reported immediately to the Premises Officer on duty.

The Equality Act 2010 places a duty on all members of the College to seek to remove any barriers to access, entitlement, opportunity and inclusion, where it relates to the provision of services to people with a disability. You must make provision to take reasonable adjustment to accommodate any member of the public with a disability, invited by yourself as the hiring member of this College. If this includes reasonable adjustment to premises, please raise the matter with either the Premises Officer on duty, or the Reception staff who will record the request and investigate its reasonableness before accommodating.

The car park will be locked shortly after the vacation time given by the member of the front of this booking sheet. Cars are left in the car park at owners' own risk.

The College may cancel any booking if premises become unavailable due to unforeseen circumstances. In the event of any cancellation made by the College, the College shall incur no liability to the hirer whatsoever, other than the return of any fee paid over by the member.

If the member cancels this booking, then the College will be entitled to retain the whole of the letting fee paid. If the College receives written notice from the member of the cancellation which is confirmed by the College in writing, at least 14 days before the hire was due to take place, then the College, at its absolute discretion may repay the member an amount not exceeding 90% of the letting fee.

A deposit of £50 is required. This must be paid with the deposit either by cash or by separate cheque to deposit, accompanied by cheque guarantee card. This deposit will be returned after the event if all conditions have been adhered to. (Please note this must be paid in person at College reception).

BY SIGNING THE BOOKING FORM OVER, I AGREE TO ABIDE BY THE ABOVE CONDITIONS OF LETTINGS AND UNDERSTAND THAT AS THE BOOKING MEMBER WILL BE HELD RESPONSIBLE FOR ANY DAMAGES, LOSSES OR CLAIMS ARISING FROM THE USE OF THE PREMISES AND/OR GROUNDS. I AGREE TO VACATE THE BUILDING AT THE TIME STATED AND LEAVE ALL AREAS IN CLEAN CONDITION.

INDEMNITY AND CONDITIONS OF LETTING

AFFILIATED GROUPS/ Regular hire

- 1 To pay all fees due for the use of the premises within 30 days of receipt of invoice. **Cheques should be made payable to Thomas Estley Community College.** Failure to do so could result in cessation of annual affiliation and future booking slots can not be assured.
- 2 Upon receipt of annual affiliation fee, returned/completed affiliation form and signed indemnity/conditions of letting form, the Group will become affiliated to the College for one year*. Membership will cease at the end of the annual affiliation.
- 3 Members are asked to ensure the premises are vacated by the time stated on the affiliation form. An additional charge WILL automatically be made to cover costs if this period is extended. Unless otherwise agreed, groups should only use their designated areas.
- 4 Affiliated groups and their members are subject to the **Health and Safety** policy and **Hire Policy** of the College. Particular notice is drawn to:
- i) Affiliated groups must maintain a register of attendance for safety purposes. In case of fire, **the Fire signal is a continuous siren.** If during the time of your letting the fire siren sounds, members should make their way to the fire assembly point which **IS ON THE TENNIS COURTS AT REAR OF THE BUILDING**, leave the building at your nearest exit (do not walk through building). No one will be allowed back into the building until they have received permission from the Premises Officer on duty. **The Group Leader is responsible for check their register and if anyone is missing bring it to the attention of College staff on duty who will come to the fire assembly point as soon as they are able to.** Please make your members familiar with the nearest fire exit from your area. Please note, if one of your members has a mobility issue the hirer is responsible for undertaking a personal emergency evacuation plan (PEEP) for the individual which needs to take into account any issues around personal evacuation should the fire alarm sound. If you have any concerns about this, please speak to the College Manager.
 - ii) The College aims so far as is reasonably practicable, to ensure the health, safety and welfare of all its members and visitors. However during the period of hire, the Affiliated group is responsible for the actions of its members and visitors and shall be held responsible for all damages, losses, claims and costs arising out of the premises – through the negligence or inappropriate action of its members. The Affiliated group shall indemnify the Governors and Trustees of Thomas Estley Community College for any claims arising from accidents whether fatal or otherwise to any employee or agent of the trust and to any member of the public and to any third parties, caused as a result of the usage, except where due to the negligence of the Trust, its servants or agents.
 - iii) Affiliated groups must arrange appropriate insurance cover for the purpose of their hiring in respect of public and other liabilities and for any loss or damage they or any person for whom they are responsible may cause to the premises or College equipment. **The Affiliated group is required to provide the College with a copy of their Public Liability Insurance in respect to their hire upon request.**
 - iv) The Affiliated Group shall ensure that the number of persons attending their group is reasonable having regard to the intended use and the type of persons likely to attend and in any event is within any maximum limits determined by the fire risk or health & safety assessment for the premises;
 - v) The Affiliated Group acknowledges that they have been supplied with Health and Safety Information for the area(s) of premises to be hired and that as responsible organiser they must carry out their own fire risk assessment for the premises hired and provide the Governors with a copy upon request;
 - vi) No preparation is to be applied to the floors or items pinned to the walls of the premises and any spillages or any damage to the premises or injury to any person occurring during the course of the hiring, must be reported to the Premises Officer on duty as soon as possible. Any accident or injury must be recorded and the Affiliated Group shall co-operate fully and assist the Governors in that connection;
 - vii) There must be no interference with College equipment during the hiring and any furniture moved must be replaced and the premises must be left in a clean and tidy condition and clear of all rubbish – on leaving the room all windows should be closed and all lights and electrical equipment used should be switched off and/or closed down. If left unattended during your hire time, the room should be locked. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted;
 - viii) The Affiliated Group shall ensure that any electrical appliances brought onto the premises and used, shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety portable appliance testing requirements.
 - ix) It is the responsibility of the Affiliated Group to ensure that their members have been fully trained in the use of any equipment to be used during the hire.
 - x) No adjustment or interference with any central heating system/ air conditioning is allowed;
 - xi) A copy of the Location Risk Assessment for area of hire is provided on affiliation. Groups must make sure their members read this information and adhere to any control measures in place. In addition, Activity Risk Assessments should be undertaken by your Group if specific activities undertaken warrant this. (Contact the College Manager for information if necessary).
 - xii) Groups must ensure that any accidents or near misses during their period of hire are recorded with College staff on duty (even in the case of unattended lettings). It is the responsibility of the Affiliate Group to ensure that their instructors/ leaders have been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate. First Aid kits are available, and are signed at various points around the College. Affiliated Groups should ensure they know the location of the nearest first aid box. If any contents are used the Premises Officer on duty must be informed so that the box can be restocked. A number of College staff are nominated First Aiders, but their presence cannot be guaranteed throughout the week.
- 6 Child Protection The Affiliated group shall ensure that where the purpose of the group's activities is aimed predominantly at children, that they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced DBS - Disclosure and Barring Service check. The Governors reserve the right to require the Affiliated group to produce evidence that enhanced DBS checks have been carried out on all persons and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the affiliation. If for any reason the Governors are not satisfied then they reserve the right to cancel the affiliation.* Children must be supervised at all times when on the premises and most stay within their area of hire.
- 7 In advertising the activities of the group through any source, Affiliated Groups cannot imply through their advertising material that the College is co-ordinating or endorsing the activity. The College will share details of groups who hire space at the College through its own appropriate media.
- 8 **SMOKING IS NOT PERMITTED WITHIN OR ON THE SITE THIS INCLUDES E-CIGARETTES.** The lounge and bar facilities can be used by Groups when open during term time, but smoking is not permitted.
- 9 The car park is locked 15 minutes after end of last group in each evening which varies from evening to evening. Therefore members must ensure they have moved their vehicles offsite by the LATEST 15 minutes after the end of their class. At other times it is locked shortly after the

vacation time given by the Group on the Annual Affiliation Form. If you require to alter your times on a given week, you must make the request, giving as much notice as possible. Changes may not be able to be accommodated.

- 10 All vehicles parked on the College premises and personal brought into or left at the college is at the owners risk and no liability is accepted for damage or loss to such vehicles, property or their contents by the Trust.
- 11 The Affiliated Group will indemnify Thomas Estley Community College against the consequences of any unauthorised performance or a copyright work during the period of their hire, and will obtain any licences and complete any returns required by the Performing Rights Society, the Copyright Licensing Agency Limited and all other similar bodies.
- 12 The Affiliated Group must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Governors or for any illegal or immoral act or purpose and the Governors reserve the right to cancel with immediate effect any Affiliation in such circumstance.*
- 13 Affiliated Groups will not organise public entertainment events or shall intoxicants be brought onto the premises whether for sale or otherwise without the prior approval of the Governors.
- 14 The College will not affiliate to groups or members with racist aims, and will cancel any affiliation* if in its opinion the group or any of its members have racist aims, regardless of the stated reason for the affiliation. In such event the College and Governors shall incur no liability whatsoever to the hirer. The College maintains a log of racist incidents. If such an incident occurs during your hire it must be reported immediately to the Premises Officer on duty. Failure to do so will jeopardise your affiliation.
- 15 Affiliated groups and their members are subject to the Equality policy and Accessibility Plan of the College. (Copies available from the College Website) The Equality Act 2010 places a duty on all members of the College to seek to remove any barriers to access, entitlement, opportunity and inclusion, where it relates to the provision of services to people with a disability. You must make provision to take reasonable adjustment to accommodate any member of the public with a disability who wish to become a member or who is already member of your group. If this includes reasonable adjustment to premises, please raise the matter with either the Premises Officer on duty, or the Reception staff who will record the request and investigate its reasonableness before accommodating. If any of your members have a disability (as defined by the Act) and would like to be part of a consultative group for the College which will be reviewing impact of policies and procedures in terms of disability and other equality strands, please ask them to contact the College Manager at the College.
- 16 The Affiliated Group must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Governors, the College or other affiliated groups or occupiers of adjoining areas. The Affiliated Group shall be responsible for requiring any person causing such a nuisance to leave the premises.
- 17 The Affiliated Group acknowledges that they do not have exclusive rights to occupy the College premises and that there may be other groups in adjoining areas or they may need to change rooms if circumstances arise.
- 18 The Affiliation is personal to the Affiliated Group and as such Affiliated Groups agree that they will not sublet any hiring without the written agreement of the Governors.
- 19 The College may cancel any booking if premises become unavailable due to unforeseen circumstances or if the College needs to close of any public health reason. In the event of any cancellation made by the College, the College shall incur no liability to the hirer whatsoever, other than the return of any fee paid over by the member.
- 20 College facilities are not generally available to groups for the first 2-3 weeks of the summer holidays due to the summer clean. During August the College is usually only available for hire on Tuesday and Thursday evenings, although groups who normally attend on other evenings can enquire if their normal area is available on one of these evenings. It is the Groups responsibility to ensure members are made aware of College term dates. If enough groups do not wish to use the facilities in August, the College will not be able to open on the evenings.
- 21 There may be occasion during the year, in addition to that mentioned above, when the premises may not be available to hire – for example, new parents evening, or during building/repair work. On such an occasion the College will make every effort to inform Groups in good time. However if any part of the premises are rendered unfit or become unavailable due to unforeseen circumstances or are required for College purposes, there shall be no liability to the College other than to refund any hire fee for the cancelled hiring.
- 22 There may be occasions during a hire of the field that our grounds maintenance contractor needs to access the area being used by the hirer so that they can mow it. As the contractor is part of a county wide contract it is not possible to timetable exactly when they will schedule our field for cutting. In such circumstances hirers are asked to move any children and equipment to another area of the field to allow the cut to take place. This should not take a huge amount of time and your cooperation is appreciated.
- 23 If the Affiliated Group, or College wishes to cease the Affiliation for reasons other than those mentioned above (*), one terms notice will be given from either party.
- 24 The Affiliated group agrees that if any provision of this document is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Governors choose not to enforce any provision this will not constitute a waiver of their right to do so in future.

PLEASE COMPLETE AND RETURN ONE COPY & COMPLETE AND RETAIN THE OTHER COPY FOR YOUR REFERENCE

I wish to apply to hire the premises as detailed in our annual affiliation form for the purposes shown and in consideration of the affiliation being granted I undertake to indemnify Thomas Estley Community College in the manner contained above and to observe the conditions of letting contained therein.

- **Signature**
- **PRINT NAME.....**
- **Name of Group..... Date**

ANNUAL AFFILIATION FORM – AFFILIATED GROUPS

Application for Affiliation for the year – 30 August 2022 to 31st August 2023

- 1 Name of Group _____
- 2 General aims of the Group _____
- 3 Average numbers and ages attending _____
- 4 Area used * _____
 *Please ensure College generic risk assessment received and shared with your members for each area used as per conditions
 Fire plans are displayed in all rooms, please ensure your members are aware of the information displayed.
- 5 Day(s) and time(s) (list on reverse if necessary) _____

- 6 Name & Address of Secretary/organiser _____

- 7 Email address _____
 This Email address can/ should not* be given out to members of the general public enquiring about my group. (*please delete)
- 8 Day time contact number _____
 This telephone number can/ should not* be given out to members of the general public enquiring about my group. (*please delete)
- 9 Telephone contact for group leader (eg in case doesn't turn up but group members do) _____
- 9 If your group is open to children members, please provide names of group leaders/ instructors/ other leading adults for CRB checks

- 9 In returning this affiliation application I confirm that I keep a register of attending members whilst on site and have shared appropriate health and safety information with my members including:
 - Fire Action - That the fire alarm is a continuous siren :Location of fire assembly point: Fire exit routes
 - Toilet location
 - First aid provision and procedure in reporting to premises officer on duty for recording
 - Any specific risk assessments for activities undertaken (eg mobile number of duty premises staff shared with appropriate members in case of emergency or requirement to close earlier than arranged)
 - Specific evacuation procedures for any wheelchair/ disabled users
 - Any causes for concern about the building are to be reported to the premises officer on duty so that the issue can be rectified as soon as possible. If PO cannot be located in PO office and reception is closed, call PO Mobile on 07591 118557

VAT registration Nr: 153 2274 31

VAT rate: 0% or 20% (or the prevailing rate at that time) on Sports lettings or lettings involving hire of equipment*

*Please note, sports lettings are subject to VAT unless paying for block bookings of 10 weekly consecutive sessions or more. Equipment hire within room hire (eg stage lighting/ projectors) are subject to VAT on room hire rate.

From 1 September 2022 your charge for use will be _____ per session. Following annual review of charges by the Governing Body, from 1 January 2023 your charge for use will be £ _____ per hour which is _____ per session. Any price increase will be notified with at least one terms notice.

This form should be returned together with signed Indemnity/conditions of letting form.