



| <b>Policy</b>    | <b>Lettings</b>           |
|------------------|---------------------------|
| Author           | Academy Business Managers |
| Date of Approval | July 2014                 |
| Approved by      | Board                     |
| Review date      | July 2017                 |

This document consists of:

Trust Policy on letting of academy facilities

Template for Academy Booking Terms and Conditions, for completion and approval locally for each academy (Annex 1)

## **1. Background**

- 1.1 The Eastern Multi-Academy Trust ("the Trust") aims to ensure the use of all its academies facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of the learners and secondly, for local people consequently providing the Academy with financial income.
- 1.2 This policy aims:
  - To ensure that lettings are not in conflict with the fundamental purpose of the Trust / academy
  - To support community involvement in the life of the academy
  - To be consistent with the academy's equal opportunities policy
  - To maximize the commercial opportunity for lettings
  - To ensure costs are fully calculated and covered
  - To provide a professional service to users of the academy's premises and ensure good customer care
- 1.3 The responsibility for managing lettings rests with the local academy, within the overall guidance of the Trust policy.
- 1.4 A letting is defined as "Any use of the academy buildings and ground by parties other than the academy and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".
- 1.5 The following activities fall within the corporate life of the academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget:

- Trust and local governor meetings
- Extra-curricular activities for students organised by the academy or the Trust
- Academy performances
- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events

1.6 Care should be taken to ensure that any lettings are consistent with Trust values. The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the Trust / academy, or are not able to be accommodated within the Academy's facilities:

- Commercial activities with little potential to generate income or support for the academy
- Events selling or serving alcohol
- Activities promoting gambling
- Activities or events of a political nature
- Activities or events which might bring the academy or Trust into disrepute.

## **2. Security**

2.1 The academy Business Manager has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

## **3. Responsibilities**

3.1 Overall responsibility for academy lettings is held by the Local Governing Body. The Principal of each academy has responsibility to ensure adherence to the Trust policy and practical responsibility for the policy is initially delegated to the academy Business Manager.

3.2 Each academy is responsible for:

- Managing the day-to-day lettings of the premises and ensure effective communication between all parties concerned
- Maintaining accurate records of all bookings
- Confirming bookings using the Academy Booking Terms and Conditions template
- Inspecting insurance documentation
- Raising invoices and chasing any outstanding payments
- Ensuring appropriate staffing - particularly ensuring an appropriately trained member of staff is present when any specialised equipment or accommodation is hired
- Booking duty site staff for lets
- Ensuring facilities are as required by hirers
- Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use

- Providing a professional service to users of the academy's premises and ensure good customer care

#### **4. Charges & Bookings**

4.1 All charges are to be reviewed annually and set at a commercially viable rate by the academy Business Manager in consultation with the relevant local Academy staff.

4.2 All bookings will be made direct with the academy, recorded locally and supported by a copy of the Academy Booking Terms and Conditions signed by the hirer.

4.3 In considering requests for lettings

- whilst the academy will try to accommodate all requests, the academy and current hirers will be given priority
- other considerations include the type of event, site supervision availability, the number of other lets coinciding and the suitability of our accommodation

#### **5. Health & Safety**

5.1 No smoking is allowed on any site.

5.2 The academy has a responsibility to work within the framework of the law; however, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are held by the site supervisor.

5.3 The academy's telephone system may be used in the event of an emergency. The academy reserves the right to cancel any letting where the hirer fails to comply with health and safety issues (see Academy Booking Terms and Conditions). The academy requires any electrical items used to have a PAT certificate. The Business Manager in consultation with the Site Manager will monitor the number of people on site with regard to safety in the event of a fire and insurance.

#### **6. Safeguarding**

6.1 All hirers who provide activities for children and young people are required to complete the Academy Booking Terms and Conditions template which indicates they have appropriate Health & Safety, Child Protection, Safeguarding etc policies.

#### **7. Complaints Procedure**

7.1 In the event of a hirer being dissatisfied with the facilities or service, the academy will investigate in line with the Complaints Policy.

## ANNEX 1 – TEMPLATE FOR ACADEMY BOOKING TERMS AND CONDITIONS

Dear Client,

Please do read the information in this document as it contains essential information regarding your hire of our premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all Academy facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.

Hire of these premises is subject to the following conditions:

### 1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire of Academy Premises form attached to these terms and conditions, have adequate Public Liability Insurance cover in place and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Academy staff on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire of Academy Premises form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the Academy's premises. If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer.
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The Academy will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Academy site with the Academy's prior agreement. The Hirer is requested to inform the Academy in advance if the media is expected.
- 1.9 The Hirer agrees to pay the Academy on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 No intoxicating liquor shall be included in the refreshments available.
- 1.11 Parking is only permitted in the designated areas. Vehicles must not be parked where they would cause an obstruction. The Academy cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the Academy premises.

- 1.13 The Hirer is responsible for ensuring the Academy's pupils' property; work or equipment is not interfered with in any way.
- 1.14 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Academy of any absence without delay by contacting the Academy on **INSERT TELEPHONE**. A charge is levied whether or not the facility is used.
- 1.15 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.
- 1.16 All furniture should be returned to its original position at the end of the let.
- 1.17 The Academy prohibits the use of fireworks.
- 1.18 No candles are permitted on site.
- 1.19 No smoking is allowed on the Academy site.
- 1.20 Refreshments may only be consumed in **INSERT LOCAL REQUIREMENTS**. No food and drink may be served or consumed in any other areas.
- 1.21 Authorised Officers of the Academy may enter the premises at any time for any reason during the let.
- 1.22 The Academy may terminate the letting if the Hirer fails to comply with the Academy Booking Terms and Conditions or with Fire or Health and Safety regulations.
- 1.23 Any event deemed to bring the Academy's good name into disrepute can be cancelled at any time by the Academy
- 1.24 Publicity materials used must be approved by the Academy in advance.
- 1.25 The hirer is responsible for carrying out a risk assessment. The Academy may require the hirer to provide a copy of this assessment to the Academy Site Manager.
- 1.26 Should the hirer need to call the emergency services during a let the duty site supervisor must be informed.
- 1.27 **INSERT LOCAL REQUIREMENTS ON RECYCLING ANY WASTE MATERIALS.**
- 1.28 If specialised equipment or accommodation is included in the hire, this may only be used when an appropriately trained member of academy staff is present.

## 2. Booking Charges with effect from 1st September **20XX**

| Venue/Room/Facility                        | Rate                       | Comments / Special Criteria (if applicable) |
|--|----------------------------|---|
| <i>INSERT LOCAL FACILITIES eg<br/>Hall</i> | <i>From £100 per hour*</i> | <i>+ £500 Security deposit (refundable)</i> |
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| <b>Supplements for One-off events or Sole Usage</b> |  | If applicable |

### 3. Conditions

- 3.1 Single bookings for the require payment of either the full amount or a booking fee, equal to 50% of the value of the booking, at the time of booking. The balance must be received not later than 21 days prior to the hire. Cheques are payable to **{INSERT}** and cannot be post-dated. The Security Deposit of **£500** is also payable at the time of booking and is refundable provided that the Academy has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the Academy will contact the Hirer at the earliest possible opportunity. All returned security deposits will be made by cheque to the original payee.
- 3.2 Block bookings for regular hires will be invoiced one month in arrears and will be payable within 21 days of the date of invoice.
- 3.3 Cancellation charges are applied as follows:-
- One month or more notice – full refund of fees less £50 administration charge
  - Less than one month but more than 7 days – 50% of fees paid
  - 7 days or less notice – no refund.
- 3.4 The Academy reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the Academy shall not otherwise be liable for damages in respect of such cancellation.

### 4. Duty Site Supervisor Responsibilities

The Duty Site Supervisor is the Academy’s representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy
- b) That the premises are in a safe and satisfactory condition for the Hirer
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.

- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the Academy or its contents
- g) That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) Duty Site Supervisors do not have authority to change any aspect of these terms and conditions.
- i) Duty staff will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
- j) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

## **5. Health and Safety**

- 5.1 Hirers who use the premises to hold classes for children must complete the Academy's Safeguarding forms, and also provide a Child Protection and Safeguarding Policy which the Academy will hold on file.
- 5.2 It is illegal to smoke on any part of the Academy site.
- 5.3 Permission to use the premises will not be granted if, in the opinion of the Academy, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Academy activity. Hirers are requested to respect the Academy's neighbours' rights.
- 5.4 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 5.5 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 5.6 The Hirer is responsible for arranging first aid provision for the period of hire.
- 5.7 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the Academy unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or his representative) is present.
- 5.8 The Security Alarm System will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.
- 5.9 Any electrical equipment brought on to the premises must have up to date PAT tested certificates.

## **6. Additional facilities**

- 6.1 No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered nonflammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited.

- 6.3 Chairs and furniture may not be removed from their existing locations without the Academy's consent
- 6.4 No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.
- 6.5 Use of the Academy's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.
- 6.6 The Academy must be advised if food is being brought onto the premises. **ADAPT FOR LOCAL REQUIREMENTS** Cooking is not permitted but by prior agreement, food may be reheated in the ovens. The burners on top of the cooker may be used to boil water. No portable cooking equipment is allowed on the premises. Sinks may be used but not the sterilising sinks. No other equipment such as pans, cutlery or plates may be moved or used. The kitchen, including cookers, work-tops, sinks and floors must be left clean.
- 6.7 The use of a film projector with non-flammable films may be permitted on request.

## **7. Care of Under 8s**

- 7.1 The legislation for the registration of day care is set out in the Children Act 1989. If you have children under 8 who attend sessions run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered. If this applies, the Hirer must confirm that all necessary registrations are in place.

## **8. Insurance Cover**

- 8.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- 8.2 The Hirer must indemnify the Academy in the minimum sum of £2 million against all public liabilities and evidence of cover must be provided before the let takes place.
- 8.3 If the hirer cannot provide evidence of adequate cover, the hire will not be permitted.

## **9. Copyright and Public Performances Licences**

- 9.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.
- 9.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society.
- 9.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.

9.4 The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

## **10. Evacuation Procedure**

10.1 The Hirer must ensure they and anyone attending their event are familiar with the Evacuation Procedure in the event of an emergency.

10.2 The Hirer should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. The fire evacuation routes are displayed and must be followed. If any person is missing, they are responsible for advising the Duty Site Supervisor immediately.

10.3 In the event of an emergency:

**INSERT LOCAL EVACUATION PROCEDURES**

## APPLICATION FOR HIRE OF ACADEMY PREMISES

|  |                          |                          |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Name of Organisation / Business</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>Registration Address of Organisation / Business (for invoicing purposes)</b>  |                          |                          |                          |                          |                          |                          |                          |
| <b>Nature of Organisation / Business</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>Contact Name (if different from above)</b>  |                          |                          |                          |                          |                          |                          |                          |
| <b>Contact Address (if different from above)</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>Telephone Number(s)</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>Type of Activity</b>  |                          |                          |                          |                          |                          |                          |                          |
| <b>Area(s) likely to be hired</b>  |                          |                          |                          |                          |                          |                          |                          |
| <b>Date and times for hire / function (for single use)</b>   |                          |                          |                          |                          |                          |                          |                          |
| Date: ___ / ___ / 20__   |                          |                          |                          |                          |                          |                          |                          |
| Time From: ..... To.....   |                          |                          |                          |                          |                          |                          |                          |
| <i>Please note: you must include sufficient time to prepare the Hall and clear up when indicating the hours which you require.</i> |                          |                          |                          |                          |                          |                          |                          |
| For regular use please tick the day required.  | Mon                      | Tues                     | Wed                      | Thurs                    | Fri                      | Sat                      | Sun                      |
|  | <input type="checkbox"/> |
| Time:.....   |                          |                          |                          |                          |                          |                          |                          |
| <b>Full Time / Term Time Only (please delete as appropriate)</b>   |                          |                          |                          |                          |                          |                          |                          |
| Dates of hire:   |                          |                          |                          |                          |                          |                          |                          |
| <b>Numbers attending</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>FACILITY</b>  | <b>REQUIREMENTS</b>      |                          |                          |                          |                          |                          |                          |
| <b>INSERT LOCAL FACILITY</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>INSERT LOCAL FACILITY</b>   |                          |                          |                          |                          |                          |                          |                          |
| <b>INSERT LOCAL FACILITY</b>   |                          |                          |                          |                          |                          |                          |                          |

|                              |  |
|------------------------------|--|
| <b>INSERT LOCAL FACILITY</b> |  |
| <b>INSERT LOCAL FACILITY</b> |  |

**Booking Charges**

| <b>INSERT LOCAL FACILITY</b> | <b>Insert Local Rates</b> | <b>Insert Local Comments</b> |
|------------------------------|---------------------------|------------------------------|
| <b>INSERT LOCAL FACILITY</b> | <b>Insert Local Rates</b> | <b>Insert Local Comments</b> |
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| <b>INSERT LOCAL FACILITY</b> | <b>Insert Local Rates</b> | <b>Insert Local Comments</b> |

I represent a non-profit making charity/organisation, have provided proof of my status and also have provided proof of my own adequate Public Liability Insurance cover. *(please tick if applicable)*

I represent a profit making organisation and have provided proof of adequate Public Liability Insurance cover. *(please tick if applicable)*

*I have read the Academy Booking Terms and Conditions and discussed the hiring of the premises with the Academy. I agree to abide by all the conditions.*

\*Signed (on behalf of the hirer).....

Date: ..... Print Name.....

Signed (on behalf of the Academy).....

Date: ..... Print Name.....

\*Please sign and date this form and return to **INSERT LOCAL NAME, Business Manager, xxx Academy**. For a single hire of premises, please also enclose a cheque for 50% of the

total cost of hire plus £500 deposit. Cheques must be made payable to the Eastern Multi-Academy Trust. Post dated cheques cannot be accepted.

ACADEMY TELEPHONE / Site team telephone INSERT