

# Lettings Policy

Ormiston Meridian Academy  
Ormiston Academies Trust

Revision level	Revision date	Description of changes	
Prepared: ..... <i>Signature</i>	Approved: ..... <i>Signature</i>	Released: ..... <i>Signature</i>	

*Electronic copies valid without signature*

# Ormiston Meridian Academy

Ormiston Academies Trust

## Lettings Policy

### Policy Version Control

Policy type	Academy Policy
Policy prepared by (name and department)	M Bennett
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## 1. Introduction

The Governing Body controls the use of the academy premises both during and outside academy hours.

The Governing Body regards the academy buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the academy and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the academy in respect of any lettings of the premises. As a minimum, the *actual* cost to the academy of any use of the premises must be reimbursed to the academy's budget where those activities are not directly aimed at raising pupil attainment and achievement.

## 2. Definition of a Letting

A letting may be defined as *“any use of the academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*.

A letting must not interfere with the primary activity of the academy, which is to provide a high standard teaching and learning environment for all its students.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of academy hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the academy. Costs arising from these uses are therefore a legitimate charge against the academy's delegated budget.

### **3. Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the academy premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of academy equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the summer term, for implementation from the beginning of the next academy financial year, with effect from 1<sup>st</sup> September of that year. Current charges will be provided in advance of any letting being agreed.

### **4. VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances). For specific lettings, clarification will be sought from the Finance Director.

### **5. Management and Administration of Lettings**

The Principal is responsible for the management of lettings, in accordance with the Governing Body’s policy. The Principal may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

## 6. The Administrative Process

Organisations seeking to hire the academy premises should approach the Office Manager who will identify their requirements and clarify the facilities available. An **Initial Request Form** should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the academy. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body’s current scale of charges. All invoices must be paid in full, prior to any letting commencing, unless prior agreement from the academy.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the academy, will be paid into the academy’s bank account, in order to offset the costs of services, staffing etc (which are funded from the academy’s delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

## 7. Child Protection and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the academy a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Principal prior to approval.

When determining whether to approve an application, the Principal will consider the following factors:

- The type of activity
- Possible interference with academy activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The academy’s duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the academy

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Principal, balanced or outweighed by freedom of expression or artistic merit).

The Finance Director will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the academy's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the academy will contact the police who will remove the person or group from academy premises.

## **TERMS AND CONDITIONS**

### **FOR THE HIRE OF THE ACADEMY PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the academy to them or of creating any tenancy between the academy and the hirer.

If a particular letting involves contact with the academy’s students or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the academy evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the academy of criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the academy on these matters.
- The Governing Body may require criminal records checks (DBS) relating to staff and other adults using academy premises at a time when academy students or other young people may be on site.
- The Governing Body may agree to obtain DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through Human Resources Services. The cost of the DBS check must be met by the hirer.
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

## **Priority of Use**

The Principal or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to academy functions.

## **Attendance**

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

## **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

## **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the academy by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

## **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

## **Damage, Loss or Injury**

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this



insurance cover is **£2 million**. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither Ormiston Meridian Academy or Ormiston Academies Trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The academy will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### **Academy Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the academy prior to the commencement of the letting. Additional charges for the use of equipment may apply. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of academy equipment they are using, and for the equipment's safe and appropriate use. Use of the academy resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the academy office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

### **Hirer's Equipment**

The hirer should state on the hire agreement any equipment he/she intends to bring into the academy. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the academy site **MUST** have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from academy within the time booked.

## **Car Parking Facilities**

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the academy car parking facilities. Neither Ormiston Meridian Academy or Ormiston Academies Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

## **Access to the Building**

In the interest of safeguarding and security, hirers of the building and all other adults/visitors involved/attending the letting, must enter and leave the academy building via the main entrance. Emergency exits must only be used in the event of an emergency.

## **Toilet Facilities**

Access to the academy's toilet facilities is included as part of the hire arrangements. Unless prior warning is given, e.g. the main academy building will not be open when a match is taking place on the external football pitch.

## **First Aid Facilities**

There is no legal requirement for the academy to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to the academy's recycling facilities.

## **Intoxicating Liquor/Drugs**

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

## **Smoking**

The whole of the academy premises is a non-smoking area, and smoking (including e-cigarettes) is not permitted within academy buildings or on academy grounds at any time.

## **Suitable footwear**

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Ormiston Meridian Academy and Ormiston Academies Trust against all sums of money which the academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## **Sub-letting**

The Hirer shall not sub-let the premises to another person.

## **Charges**

Hire charges are reviewed annually (September) and current charges are set out in the ***Hire Agreement***.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

## **Payment for the Letting**

Payment for any lettings must be paid in full, prior to commencement of the letting, unless prior agreement by the academy.

Where prior agreement has been given, lettings will be invoiced on a monthly basis. Invoices must be paid in full, in accordance with the academy's 30 day terms. The hirer will be subject to an administration fee for any late payment, again, in accordance with the Governing Body's current scale of charges.

Where the hirer repeatedly fails to pay invoices within the agreed 30 day terms, they will be asked to pay in full any outstanding invoices and the remainder of their bookings prior to the commencement of any future lettings. If payment in full is not received any future bookings will be cancelled.

Any outstanding invoices will be recovered in line with our Debt Recovery Policy.

## **Security**

The Governing Body will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use.

This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body of the academy.

### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Principal (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.

### **Conclusion of the Letting**

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting, via the main entrance (emergency exits are only to be used in the event of an emergency). The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

### **Promotional Literature/Newsletters**

A draft copy of any information proposed for distribution which contains any reference to the academy must be sanctioned by the Principal (or delegated officer) at least one week prior to proposed distribution by the hirer.

### **Changes**

The Governing Body reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

**ACADEMY LETTING - INITIAL REQUEST FORM**

Name of Applicant: .....

Home Address: .....

Telephone Number: .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Sports Hall, Dance Studio, Hall etc): .....

.....

Day of Week Requested: .....

*First choice: .....*

*Second choice: .....*

*Third choice: .....*

Start Time: .....

Finish Time: .....

*(please allow time for your preparation and clearing up)*

Dates Required: .....

Use of Academy Equipment (please specify your request): .....

Details of any equipment to be brought (including electrical equipment):.....

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have DBS checks been carried out? When? By Whom?

Please provide evidence in the form of original documentation (not photocopies)

.....  
.....

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

.....

*Dates during the year when lettings will be unavailable due to academy use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

Any other relevant information: .....

***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

***Signed:*** ..... ***Date:*** .....

**HIRE AGREEMENT**

- 1. The Governing Body of Ormiston Meridian Academy.....
- 2. The Hirer: .....  
Home address: .....  
.....  
Telephone : .....
- 3. Areas of the Academy to be Used: .....
- 4. Specific Nature of Use: .....
- 5. Maximum Attendance: .....
- 6. Details of any Academy Equipment to be Used: .....
- 7. Date(s) of Hire: .....
- 8. Period(s) of Hire: .....
- 9. Fee (*specify per hour or per session*): £ .....
- 10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
- 11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- 12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

**Signatures:** ..... (The Hirer)

.....(On behalf of the Governing Body)