

Lettings Policy

This policy was approved by Trustees as follows –

Board/Committee: Finance Committee

Date: 25 August 2017

Frequency of review: Every 2 year(s)

Next review date: July 2019

ELT Owner: Director of Finance & Resources

Author: Deputy Director of Resources

Summary of changes at last review:

- Changed CRB (Criminal Records Bureau) checks to read DBS (Disclosure and Barring Service). CRB is now obsolete.
- Changed cancellation period from within 2 days to within 4 days - this is when the hirer cancels a booking and must still pay the full charge.

Lettings Policy

1. Introduction

- 1.1 The E-ACT Group lettings policy aims to facilitate fair use of E-ACT property by local communities. E-ACT is committed to generating additional income from the hire of our facilities which provides additional income to our educational funding and helps maintain the standard of our facilities.
- 1.2 As part of our community involvement, promoting community use of our facilities is important to us. We will promote a balanced range of activities across the group and give preference to those in which our students can play an active part.
- 1.3 Where applicable, any E-ACT academies which offer extended stay to pupils will give preference to our pupils, and our facilities will not be used in any way that is detrimental to them. We reserve the right to cancel any booking without notice should we have cause for concern.

2. Facilities available for hire and prices

- 2.1 E-ACT Academies are at liberty to decide on which parts of their premises are available for hire and what prices are set. The expectation is that Academies will charge in line with local market rate, and that a fair booking system is in place which gives opportunity to all groups.
- 2.2 E-ACT Academies may have a discounted pricing structure for local community groups.
- 2.3 Application for this is to be made by the local group (see application form) and each case will be considered by the Academy management team on its individual merit.
- 2.4 As a minimum a local community group must be a group that is open to a high proportion of people in the local community, must not be a business and must be run on a not for profit basis.
- 2.5 Academies must have a clear audit trail and a robust method of billing, thus ensuring a) cash is handled appropriately and b) internal audit can if required walk through any booking from initial agreement, through to use of the facility and income recorded correctly in the accounts system.

3. Terms and conditions of use

- 3.1 The following terms and conditions are the minimum expected between an E-ACT Academy and a hirer(s). These need to be agreed and signed by both parties (see declaration form in appendix A).
- 3.2 These terms and conditions, together with the form of application to hire school facilities, shall constitute the contract between **(enter Academy name)** E-ACT Academy and the hirer(s)

4. Application

- 4.1 Application for hire must be made on the application form provided which will form the basis of a licence to use E-ACT Academy premises.

- 4.2 If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
- 4.3 The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
- 4.4 This agreement is personal to the hirer and may not be assigned to any third party.
- 4.5 The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

4. Cancellation

- 4.1 There will be at least two weeks' notice, in writing to the Lettings Manager, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee, or full fee if within four days.
- 4.2 The academy reserves the right to cancel any booking at any time in the event of the academy requiring any hire property for academy and education purposes or for any other reason which is considered necessary by the academy. Please note that this may be at short notice but as much notice as possible will be given.

5. Payment

- 5.1 The first month's fee is payable in full upon signing this agreement, or termly in advance (if agreed in writing), for bookings covering a period longer than one term.

6. Indemnity and insurance

- 6.1 The hirer shall be responsible for all damage caused and shall indemnify the academy against all loss, damage and expense unless due to the negligence of the academy and any such damage shall be reported immediately to the academy.
- 6.2 Any damage caused to the accommodation (or elsewhere in the academy) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.
- 6.3 The hirer shall indemnify the academy against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the academy's negligence.
- 6.4 The hirer shall obtain insurance against legal liabilities to third parties (including the academy) with a limit of indemnity of at least £5 million for any one incident. The Certificate of insurance must be attached to the Application Form.

7. The premises

- 7.1 Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
- 7.2 No open flames are allowed. Smoking is not permitted anywhere on the site.
- 7.3 This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable; kitchens and

catering equipment shall not be used unless approved by the academy subject to any conditions that may be imposed.

4. Performing rights and licences

- 4.1 No copyright works shall be performed in the accommodation without the licence of the copyright owner and the hirer shall indemnify the academy against any penalty or sanction for any copyright infringement that may occur.
- 4.2 The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained along with prior written permission from the academy.
- 4.3 The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the academy.
- 4.4 No alcoholic drinks shall be brought onto academy premises except where the academy agrees otherwise and where a licence has been obtained.
- 4.5 No film or video shall be shown in the accommodation or taken in the facilities without the academy's prior consent.

5. Health and safety

- 5.1 The hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precautions and procedures in existence.
- 5.2 Electrical apparatus shall not be brought onto the accommodation without the academy's consent, and all electrical equipment must have an 'in date' PAT test.
- 5.3 Animals, other than guide dogs, are not permitted on the academy premises without the written prior consent of the school.
- 5.4 The hirer will leave the accommodation in a clean and orderly state.
- 5.5 The disposal of any refuse arising from the use is the responsibility of the hirer.
- 5.6 All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DRB) if working with children under 18 or vulnerable adults, even if this is supervised.
- 5.7 In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the academy site.
- 5.8 All clubs/organisations hiring the facilities must have the following policies in place:
 - a) Health and Safety
 - b) Quality Assurance
 - c) Child Protection (if working with Children)

6. Preservation of order

- 6.1 The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

- 6.2 The academy does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire. No equipment may be stored on the premises.
- 6.3 The hirer must provide details of a “Nominated Responsible Officer” who must be present on site at all times of the agreed hire period. This person will be responsible for ensuring that the terms and conditions of use are adhered to whilst on the premises, and will also be the point of contact between the persons using the facilities and our staff on site.

7 Declaration

I agree to abide by the terms and conditions above.

Hirer

Signed:

Date:

Name:

Position:

Organisation:

Nominated Responsible Officer (if not the above)

Signed:

Date:

Name:

Position:

Organisation:

Appendix A: Application Form

Hirer	Full Name:			
	Address:			
	Postcode:			
	Telephone:			
	Email:			
	If acting on behalf of a business, club, organisation etc. please state its full name and address plus your position there.			
	Name of organisation:			
	Address:			
	Your position in the organisation:			
Nominated Responsible Officer (See point 31 of Terms and Conditions of Use)	Responsible Officer:			
	Name:			
Signed:				
Date:				
Secondary Responsible Officer: (to act as responsible officer in absence of the named above)				
Name:				
Signed:				
Date:				
Areas and Facilities Hired (If booking a series of dates please mark them on the calendar attached to this form.)	Day & Date of Times of Hire	Area/Facilities	Start time	Finish time
Further details	Event Title			
	Is the event/activity exclusively for 0-19 year olds?		Yes	No

	Expected Numbers		
	Equipment Required (please list):		
	Please note that hirer's own electronic equipment must be PAT tested. We can arrange this for a fee if necessary.		
Payment (Please refer to front page Attached for charges)	Unless otherwise agreed, full payment must be returned along with this agreement, in order to secure your booking. Please make cheques payable to (enter payment details) . For block bookings of more than one term, payments may be made termly in advance. Please contact us to arrange this, prior to sending your completed form.	Total Amount Attached:	
Insurance	All hirers must have public liability insurance with minimum cover of £5,000,000.00	Name of Insurer:	
		Policy Number:	
		Expiry Date:	
		Limit of Indemnity:	
		<i>Please enclose a copy of the insurance certificate when returning this form.</i>	
DBS checks / Certificates /Qualifications	If this activity involves young people (under the age of 18), have all staff working with the children been DBS checked?	Yes	No
	If yes, please enclose copies of all certificates when returning this form		
	If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications?	Yes	No
	If yes, please give details below:		
References	Please give the contact names & addresses of two organisations we may contact for a reference (including previous/current premises used):		

	Name of organisation	Address	Tel no.	Email		
	1.					
	2.					
Declaration	1. I have enclosed the appropriate amount for hiring charges			Yes	No	
	2. I have read and agree to be bound by the TERMS & CONDITIONS OF USE and have signed said document attached			Yes	No	
	3. I agree to indemnify the City Heights E-ACT Academy against any claims for loss or damage			Yes	No	
	or personal injury or any associated costs arising from this agreement			Yes	No	
	Signature:					
	Name and Position:					
	Date:					
Return	Once fully completed, this application form, a copy of your public liability insurance certificate and your total fee due must be returned to the below address:					
	(Enter contact and Address of Academy here)					
FOR OFFICE USE ONLY						
Approval of hiring by Business Manager or ROD:						
Agreement Date:						
Customer reference:						
Booking reference:						
Insurance check due:						

Community Use Pricing

If you are running a sports club or activity that is specifically aimed at residents in the local area or is beneficial to the local community or our students.

If you believe that your activity fulfils these criteria, please outline the reason for this below and we will confirm whether or not a community discount will be applied.