

# Crofton Academy



# Lettings Policy

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1.0	01.10.2020	01.10.2021

## CROFTON ACADEMY LETTINGS POLICY

### Introduction

The Governing Body regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the Academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The Academy's funding (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will 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 by an outside organisation must be reimbursed to the Academy's budget.

### 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 drama 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 of education for all its students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against the Academy's budget.

### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the Academy premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing;
- 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 involved.

The specific charge levied will be reviewed annually, during the spring term, by the Finance, Personnel & Premises Committee, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed and are detailed in Appendix A.

## 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 under certain circumstances). For specific lettings, clarification will be sought from the Business Manager.

### **Management and Administration of Lettings**

The Business Manager is responsible for the management of lettings, in accordance with the Governing Body's policy.

Organisations seeking to hire the Academy premises should approach the Finance Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available.

An Initial Request Form (Appendix B) should be completed at this stage. The Governing Body has the right to refuse an application, and 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, 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 hire agreement has been returned to the Academy.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. Crofton Academy may wish to seek payment in advance in order to reduce any possible bad debts.

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.

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

## 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.

### **Priority of Use**

The Business Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to Academy functions.

### **Attendance**

The Hirer shall ensure 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.

### **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 certificate of insurance cover before the letting can be confirmed.

Crofton Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

**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 Director Business. Responsible adults must supervise the use of any equipment which 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.

**Electrical Equipment**

Any electrical equipment brought by the Hirer onto the Academy site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

**Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

**Toilet Facilities**

Access to the Academy's toilet facilities is included as part of the hire arrangements.

**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, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Academy's resources is not available.

**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.

**Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

**Smoking**

The whole of the Academy premises including grounds (car-parks and sports pitches) are non-smoking areas, and smoking is strictly not permitted. This includes e-cigarettes and vapes.

**Heels and Shoes**

No stiletto or any type of thin heel is to be worn in the Sports Hall, Dance Studio, Drama Studio and Fitness Suite. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

No outdoor footwear that may cause damage to the facility 3G carpet is to be worn by any user. No screw-in studs, large moulded studs, moulded blades or high heels are allowed.

**Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy 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, a full quotation will be proved on request.

**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 either way is given.

**Security and Site Supervision**

The Governors will hire and pay for a person to be responsible for the security and supervision 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 should 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 Director of Business or members of the Governing Body from the Finance and Personnel Committee (or suitable alternative) may 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 cost may be charged.

**Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the Academy by the nearest exit and assemble in the nearest *car park*. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

**Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

**Covid-19**

The Hirer shall comply with current Department of Health and Human Services (DHHS) advice and adhere to the following restrictions for all sessions:

- The Hirer shall comply with public health restrictions and ensure all attendees undergo a self-assessment for any COVID-19 symptoms prior to arrival on site.
- The Hirer shall keep a register of individuals in attendance at each session for 21 days to support NHS Test and Trace if needed.
- The Hirer will provide hand sanitiser for participants to use during their session time. Dispensers will be located in each area for participants to use upon arrival and before exiting.
- The Hirer will inform all participants to arrive on site at their allocated time slot and not before.
- Spectators should, where possible, not attend the academy site.
- Participants arriving should give way and must not enter the facility until exiting participants have left.
- Physical distancing must be maintained at all times, regardless of participant age.
- Only one group of participants is permitted to use a single facility at a time.
- Hirer shall have their own dedicated first aider. Academy staff will not treat an injury regardless of first aid training however if asked, they will ring 999 for emergency services.
- In the event of a confirmed case of a positive test being returned by someone who attended school as part of a third party group, a deep clean will be carried out of the area and equipment and recharged to the hirer.

Failure to comply with the above restrictions will result in termination of arrangements with immediate effect.

**Facilities available to hire:**

- **Astroturf Pitch (3 pitches available)**
- **MUGA Pitch**
- **Sports Hall**
- **Gymnasium**
- **Drama Studio**
- **Main School Hall**

**Community Operating Hours:**

- Monday to Friday 6.00pm until 10.00pm
- Saturday and Sunday 9.00am until 6.00pm (extended opening by prior agreement with the Business Manager and Premises Manager)

For more information and prices with regard to hiring any of the Academy facilities, please contact: Lauren Lewis, Finance Officer on 01924 862985 or by email: [finance@croftonacademy.org.uk](mailto:finance@croftonacademy.org.uk)

1. APPENDIX A
- 2.
3. Crofton Academy Lettings Charges AY2020/21 (to be reviewed in July 2021)

	Hourly Rate
Main School Hall	£20.00
Drama Studio	£20.00
Gymnasium	£22.50
Sports Hall	£22.50
Fields	£20.00
MUGA Pitch	£20.00

#### 4. Astroturf

**Summer** 1<sup>st</sup> May – 30<sup>th</sup> September

**Winter** 1<sup>st</sup> October – 30<sup>th</sup> April

	MON-THURS			FRI - SUN			MON-THURS			FRI-SUN		
	Summer Peak			Summer Off Peak			Winter Peak			Winter Off Peak		
	1 x 1/3	2 x 1/3	Full	1 x 1/3	2 x 1/3	Full	1 x 1/3	2 x 1/3	Full	1 x 1/3	2 x 1/3	Full
Other Clubs Bookings	£25.50	£53.50	£67.50	£22.50	£51.00	£65.00	£28.00	£56.00	£70.00	£25.00	£53.00	£67.00
Local community Junior Clubs	£22.50	£47.50	£57.50	£20.00	£45.00	£55.00	£25.00	£50.00	£60.00	£25.00	£50.00	£60.00

## APPENDIX B

## Crofton Academy Initial Request Form

**Name of Applicant:****Address:****Telephone Number:****Email Address:****Name of Organisation:****Activity of Organisation:****Details of facilities to be hired:****Day of Week Requested:****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 electrical equipment to be brought:****Maximum number of participants:****Total number of males:****Total number of females:****Age range of participants:**

Dates during the year when the facilities will be unavailable due to Academy use of closure will be issued at the beginning of the Academy 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.
- That arrangements are in place with reference to First Aid.
- Compliance with the regulations regarding the use of own electrical equipment.
- Compliance with Covid-19 restrictions.

(Please see Terms and Conditions for further details).



The General Data Protection Regulations, known as GDPR came into effect on 25 May 2018.

Security of data has always been an integral part of everything that we do at Castleford Academy Trust. The new rules make sure that organisations are set up to protect any personal data they hold, and can act appropriately if something goes wrong. At Castleford we work hard to keep personal data secure, which includes regularly reviewing our privacy notices so that you are aware of how we use data and for what purpose. The privacy notices are available on our website.

Should you have any queries in relation to GDPR, please contact the Data Protection Officer on 01977 605060 or email [dpo@castlefordacademy.com](mailto:dpo@castlefordacademy.com)

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_