



Lettings Policy

March 2020

Review Due: March 2021

Co-ordinator – Ms N Jones

Purpose

The Academy is willing to let its property for the following reasons:

- To promote the sensible and just use of its property for the mutual benefit of the Academy, groups and individuals in the community
- To raise revenue which will be used for the educational advantage of the pupils at the Academy

Guidelines

- The Academy has priority use of the property
- The Academy will always seek to at least cover its costs unless it is the direct beneficiary of a fund-raising activity
- The Academy will seek to treat hirers fairly
- Hirers will be expected to respect Academy property and honour all Academy and legal regulations which may be in force at any time
- There will be three categories of letting, a category being determined by the 'purpose' of the letting. The categories are:
 - Commercial
 - Community
 - Educational, i.e. to directly benefit the Academy

Implementation

The Finance Director will annually:

- Review the hire charge for each category and each type of hire
- Review the category of any individual letting
- Individual lettings will be managed by the Academy in accordance with this policy in conjunction with the Letting Guidance.

Evaluation

This Policy will be reviewed annually in the Spring term and any changes deemed necessary will then be fixed for the next academic year, i.e. September to August.

Approved by HMFA Directors via online resolution dated 28th April 2020

Signed Date

CEO / Headteacher

Signed Date

Chair of Directors.

Academy Lettings Guidance

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LETTINGS GUIDANCE

Introduction

Academy premises may be let out to provide a source of income. The aim of this document is to provide guidance and information on such lettings to ensure safety in operation and development of appropriate contracts.

Letting of Academy premises:

Provided that there is no interruption to, or curtailment of the Academy day, part of the Academy buildings and grounds may be let to outside hirers at the end of the Academy day, weekends and during the Academy holidays in order to:-

- Raise income for the Academy
- Integrate the Academy into the local community
- Provide facilities to the needs of local individuals, groups and organisations

It is important that the Academy does all it can to ensure that those hiring the premises are competent and safe to do so.

1. Caretakers' Duties

(For the purpose of these notes, the word 'caretaker' refers to any individual employee who undertakes lettings duties).

Before the letting

- The letting clerk must be satisfied that approval for the letting has been given by the Headteacher and that the relevant lettings application form has been completed by the hirer.
- The accommodation requested must be made available to the hirer, at the time agreed. If chairs have been requested, these too made ready for use, unless it has been agreed with the hirer that they will set out and put away the chairs themselves.
- The caretaker should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the caretaker should note the exact time of entry.

During the letting

- The caretaker is not required to remain on site for the duration of the letting, unless prior approval from the Head of the establishment has been sought.

After the letting

- The caretaker must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the establishment. Should the premises not be left in a satisfactory state by the hirer, then the caretaker may claim additional cleaning time, the cost of which will be passed on to the hirer.

- The caretaker should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The caretaker should also check the establishment accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- If the hirer is still on the premises beyond the stipulated expiry time of the letting. The caretaker may claim up to the actual time the hirer vacated the premises.
- The caretaker must also ensure that the premises were used by the stipulated hirer and that sub-letting of the premises has not occurred.
- Claims for payment to caretakers for lettings' duties must be submitted on a monthly basis.

Cancellation

- **At least 3 clear days written notice** for the cancellation of a single booking and **at least 1 month written notice** for the cancellation of a regular booking.
- If a cancellation is made without adequate notice, charges for the letting will be charged as usual and any subsequent costs will be passed on to the hirer. Such incidents must be brought to the attention of the Headteacher immediately.

2. Security:

- It is essential that the security of the Academy is not compromised.
- The Academy caretaker should open the premises and secure them at the end of the letting – such duties can be incorporated into normal duties or, if outside normal working hours, standard letting charge can be made.
- On no account should keys be handed to a non-Academy employees or information relating to the Academy security system divulged.
- If the terms and conditions recommended by the Academy have been used and something has been stolen or damaged, legally there should be no difficulty, as the user will have indemnified the Academy against loss – The Academy has the right to see the indemnified policy of the users and may wish to insist on a returnable deposit.
- The Academy should consider taking out optional contents insurance cover – while such insurance should be considered in respect of any risk of theft or vandalism of contents, it is particularly relevant if there is frequent access to the Academy for community use.

3. Health & Safety

The requirements of the Health & Safety at Work Act 1974, and other legislation including in particular the Management of Health & Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984 apply to lettings. It is important that anyone hiring premises is made aware of this and of any relevant sections of the local health & safety policy and agree to comply with any safety and security requirements therein, and the standard terms and conditions of use are adhered to.

The premises itself, the access and egress there from, and any plant or equipment must be safe for use by the hirers. Comprehensive risk assessments should be carried out and an adequate health & safety policy prepared:

Before the facilities are let steps must be taken to ensure that:

- Escape routes are unlocked and unobstructed internally and externally and all doors are easily, and immediately, operable from the inside.
- Safety lighting is in good working order
- Seating and gangways are arranged so as to allow sufficient space to escape in the event of an emergency
- Fire fighting equipment is properly maintained and available for immediate use
- There is access to a telephone and first aid equipment
- The hirer and Academy are covered adequately by insurance.
- The hirer is aware of the procedure to follow in the event of a fire.
- A Public Entertainments Licence is in place for regular social activities which involve fee paying events
- It is strongly recommended that Academy PE or other equipment is not used for non-Academy use.

4. Hall Capacity

| | | |
|-----------------------------|---|------------|
| Lord Scudamore Academy | | |
| Infant Hall | - | 200 |
| Junior Hall | - | 400 |
| Sutton Primary Academy Hall | - | 220 |
| Kings Caple Academy | - | 120 |
| St Weonards Academy | - | 200 |
| Canon Pyon Academy | - | 160 |
| Llangrove Academy | - | 200 |

It is vital that you know the capacity of the Academy hall and how many people can be accommodated safely and legally in the Academy hall and/or classroom so that users can escape safely in the event of an emergency. It is the responsibility of the hirer to check with the local Fire Safety Department of Hereford and Worcester Fire and Rescue Service, in relation to the maximum number of occupants within the Hall/Room. This number will depend upon the construction of the building, the number of fire exit doors and the use of the room i.e. all seated in rows, seated around tables, standing etc for that use.

Guidance on calculating the numbers, and staff numbers can be found within:

<http://www.communities.gov.uk/publications/fire/firesafetyrisk7>

After the let steps must be taken to ensure:

- All electrical appliances and lights are switched off
- All doors and windows are closed, and the premises left secure

The person responsible for these steps should be clearly identified in the Academy Health & Safety Policy.

5. Drug / Alcohol Abuse and Anti-Social Behaviour

All persons found to be under the influence of drugs and/or alcohol should be asked to leave the premises, and if necessary escorted off the site by the most senior person available. It is important that no one places themselves at risk when dealing with disruptive or threatening behaviour. In all such cases the police should be summoned.

In serious cases (i.e. unconscious casualty) the ambulance service must be called. During the interim period the casualty should be treated by a qualified first aider

6. Parking

Arrangements for parking during the let should be agreed in advance to ensure that good access and egress is maintained for emergency services and that there is no damage to Academy/property grounds.

7. Emergencies

It is vital that anyone hiring an Academy premises knows what to do in an emergency. A detailed set of emergency operating procedures must be developed, tailored to the Academy premises. The hirer must be provided with a set of these, and a record kept that they have received and understood the procedures and the relevant sections of the health and safety policy.

8. First Aid Provision

There must be a first aid box available. The contents should be checked frequently and replaced as necessary by the person identified as responsible. Please note that first aid does not cover the administration of medicine. A checklist is available to use to give the hirer details. (see Appendix 1)

9. Guidance for the Use of Kitchen Facilities

It is the discretion of the Head Teacher and Academy Governors to authorise the use and occupation of educational premises inside and outside the Academy's standard hours of instruction. Should an Academy's kitchen and dining room furniture be required for use of a letting or other purpose then the Academy must notify the Authorised Officer.

It is advisable that kitchens and dining room furniture are preserved for the production of Academy meals only and ideally should not be let for other uses or events. Catering staff are responsible for the condition of kitchens and dining room furniture. It is for this reason that the use of kitchen facilities may be restricted particularly if the Academy has not taken all necessary steps to manage all risks and ensure health and safety.

Any Academy wishing to use their kitchen facilities and/or dining room furniture for an event other than the provision of Academy meals must comply with the Food Safety Act 1990 and the Food Hygiene (England) Regulations 2006 and Regulation (EC) No.852/2004 and other relevant legislation and codes of practice.

It is advised that in the first instance the Academy approach the

incumbent Academy meal contractor to provide all additional catering needs under separate agreement. The Authorised Officer must be informed of all intentions to use kitchens facilities.

If the Academy meals contractor reports to the Authorised Officer that the kitchen has not been left in a clean and tidy condition a charge will be levied by the Authorised Officer to cover the extra costs for any remedial action.

If this is not a suitable option then the Academy must establish and maintain all the necessary safeguards which will of course vary according to the type of event as described in the following table.

| Type of Event | Scope of Use | Guidance |
|--------------------------------------|---|--|
| PTFA/Friends of Academy Meetings | <ul style="list-style-type: none"> • Restricted use of the kitchen for the making of hot and cold liquid refreshments. • Use of the servery hatch area, power point and sink for washing up. • No kitchen equipment to be used in the preparation of food. | <ul style="list-style-type: none"> • The kitchen must be left clean and tidy condition otherwise the Academy may be subject to charges for additional cleaning. • Sico dining room furniture should not be removed from the dining area. The equipment is under service contract and therefore is subject to correct use only. |
| Breakfast Clubs, After Academy Clubs | <ul style="list-style-type: none"> • Use of kitchen equipment will be limited to prevent damage and cross contamination. • Ovens, gas/electric rings used for cooking may be used. • Use of the servery hatch area, power point and sink for washing up. • Dining room furniture. | <ul style="list-style-type: none"> • Inform Authorised Officer about the intended use. • Consider asking for a member of the Academy meals catering staff to be on duty for the whole period of use to safeguard the Contractor's interests and supervise the use of equipment. • The hirer should be charged for this attendance. The member of staff is not required to work for the hirer. • Establish Food Safety Systems to identify hazards and carry out risk assessments. • Put in place effective controls and monitoring procedures to prevent hazards and risks. • Contact local Environmental Health Officer for further advice on establishing food safety systems. • Email - Food.Safety@bexley.gov.uk • Provide separate: <ul style="list-style-type: none"> ○ Fridge/freezer ○ Larder/storage cupboards ○ Microwave ○ Food stuffs ○ Cleaning materials • Ensure all catering staff are trained in basic |

| | | |
|--|--|---|
| | | <p>food handling, use of equipment, stock control and cleaning, Health & Safety</p> <ul style="list-style-type: none"> • Obtain adequate insurance cover for liability against third party claims. • Ensure the security of the Academy meal Contractor's existing stock levels. |
| External Hire: Clubs, Organisations & Private Parties or Functions | | <p>All the above apply.</p> <ul style="list-style-type: none"> • Ensure Hirers have public liability insurance for not less than £5 million cover. • Charging policy which should include an element for the use of gas electricity water including VAT • Returnable deposit to cover additional costs for cleaning the kitchen or dealing with damaged equipment or kitchen fabric. |

11. Insurance

Academies are reminded that organisations such as Academy P.T.A / Friends Associations, etc are NOT covered automatically for their activities by the Academy's insurance. As in the case of any other hirer, therefore, Academy PTA's / Friends' Association must have their own policy cover.

Should the hirer confirm that they have their own public liability insurance the Academy should request a copy of the policy schedule in order to confirm the limit of indemnity and that the policy will be in force during the period of hire.

IMPORTANT

Where the hiring organisation is unable to confirm that it has its own public liability insurance cover at a minimum level of £3million, it is a requirement that the hirer should be covered by the Academy's policy for hirers. The premium of 20% of the hiring fee, with a minimum charge of £2, must be paid with the hiring fee, and there will therefore be no cost to the school. The policy covers the hirer's public liability to a limit of £1million and has an excess per incident of £500 for which the hirer is directly responsible.

12. Charges

Under the delegated arrangements, the Academy decides it's own charging levels.

The Academy should calculate the charges for each letting and let the hirer know the charges to be made in each case when the booking is confirmed.

| | |
|-------------------------|-------------------------|
| ACADEMY LETTINGS POLICY | |
| POLICY DATE: March 2020 | REVIEW DATE: March 2021 |

When deciding the amount to charge the Academy should consider heating, lighting, caretaking, maintenance, and repair cost plus any administrative costs eg. stationery and postage, etc.

It is important to obtain payment for the hiring at the time the booking is made, whenever possible. This will avoid the need for the chasing of debts, which can be very time consuming (and sometimes unsuccessful)

The original copy of the application/invoice should be retained as the Academy's record of the letting. A photocopy of the application/invoice form should be returned to the applicant, as confirmation of the booking, along with a copy of the terms and conditions of hiring, for retention.

If there are circumstances in which payment is not received before the hiring, the second copy of the application form must still be passed to the hirer as confirmation of the booking and as a request for payment. Such requests for payment must be issued as soon as possible for one-off events, and any payment acknowledged using a receipt book. The receipt number should then be entered at the top of the Academy's copy of the application form.

In the case of regular lettings e.g. a weekly sports club, it is still preferable to obtain payment in advance on a weekly basis, although the Academy may agree to payments being made less frequently e.g. every four weeks. In such instances it is not necessary to complete a separate application/invoice form on each occasion a payment is made. However, a receipt must be issued each time a payment is made and details of the receipt should be listed on or attached to the relevant most recent application/invoice form filled in by that hirer.

In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, Academy should send a further application/invoice form to the hirer detailing the additional charges and requesting payment by return.

Difficulties in Securing Payment

If the hire charge is not made in advance, the Academy should arrange for payment to be made as soon as possible, normally within 7 days, and certainly no later than one month from the date of the actual letting. If repeated requests for payment prove unsuccessful, no further letting should be allowed to that hirer.

Appendix 1

Emergency Operating Procedures:

Date issued.....

Out of Hours emergency contact numbers:

Person in charge:

The hall capacity is Seated
..... Dining/quiz night
..... Disco

The maximum permitted number ofpersons permitted in class

The maximum permitted persons in a class MUST NOT BE EXCEEDED.

FIRST AID

A first aid kit is located:

The nearest telephones are located:

Provide a map showing these if possible.

A first aider should be available to provide first aid treatment. Most emergencies can be resolved on the spot, however, in the event of a serious incident, which could range from an injury or illness requiring medical treatment to a fatality, the following formal procedures must be followed:

ENSURE YOUR OWN SAFETY FIRST

Minor Injury e.g. small cut, graze, bumps, bruises

- Take appropriate first aid action
- Make provision for the injured person to rest or continue as appropriate

Major injury

- Take appropriate first aid action – call the attending First Aider
- DO NOT move an injured or unconscious person unless to leave them could result in further injury
- Arrange for the injured person to be taken to hospital or ring for an ambulance.
- Telephone the next of kin

In the case of children, the parent/carer must be informed of any incident as soon as possible.

2. CONTACTING THE EMERGENCY SERVICES

When calling the emergency services it is important that they are given the full information. Remember, when calling 999 for the police, ambulance or fire and rescue service, the “control room” for these services may not be local. Do not expect the operator to know where the Academy is.

Procedure:

- Keep calm, speak clearly
- Give your name – state the service(s) that you require
- Give full name, address (including postcode) and telephone number of the Academy

.....

...
 Nearest main road or other landmark.....

- Location, details and time of the accident/incident
- Number of casualties and their condition together with the details of any treatment which is being administered or has been given
- Access point for the emergency services
- Someone should be instructed to meet the ambulance which will aid the medics to reach the casualty as quickly as possible

3. FIRE

The fire alarm sound is a which is easily recognised.

Insert information re any other alarms here.....
 (delete if not applicable).

On discovering a fire the fire alarm must be activated. Do not attempt to tackle the fire unless safe to do so (ie: the fire can be quickly extinguished with the minimum of risk to self).

It is the responsibility of the hirer to ensure that all staff (both paid and volunteer) involved understand the basic fire precaution arrangements and procedures:

- The location of fire alarm callpoints and how to use them
- The location of fire exits
- The location of fire assembly points
- The location of fire extinguishers and fire fighting equipment

Provide a map showing the above if possible.

A fire assembly point should be allocated. If evacuation is necessary it is important to remember the following golden rules:

- Don't panic – keep a clear head
- Raise the alarm and call the fire services
- Do not stop to collect personal belongings or allow others to do so
- No heroics – people before property
- Assist visitors and people with disabilities on your way out if needed and if safe to do so
- Close doors behind you
- Where possible use the nearest fire exit
- Take all registers and once at the assembly point account located for all participants and staff
- Report any persons unaccounted for to the Fire and Rescue Service
- Do not use any lifts
- Do not re-enter the building or allow others to do so until instructed by the Fire Officer in charge.
- Record any incident or injury and ensure it is reported promptly to the Academy (and Health & Safety Executive if legally reportable).

Remember it is better that the emergency services receive more than one call rather than everyone assume that someone else has made the telephone call.

Any sounding of an alarm (including false alarms) must be reported to the Academy.

| Academy lettings checklist | Done √ or NA | Further action or notes |
|--|-----------------------------|--------------------------------|
| SITE | | |
| Use of premises for lettings included in Academy fire risk assessment | | |
| Establish a capacity limit for the event | | |
| Inform hirer of capacity limit | | |
| Check normal access and exit (escape) route s | | |
| Are more routes needed for event? | | |
| Have parking arrangements been agreed? | | |
| Ensure lighting is sufficient and in good repair | | |
| Ensure emergency lighting is sufficient and in good repair | | |
| Seating arrangements planned & linked if necessary | | |
| Gangways cleared for access | | |
| Ensure adequate power for the event | | |
| Ensure adequate water / drainage for the event | | |
| Adequate parking for event | | |
| Premises staff arranged to open up. Ensure all fire exits necessary are open etc. | | |
| Payment for premises staff? | | |
| Consider arrangements for continuing Security of Academy site when open for events and access required. | | |
| Arrangements for returning premises to "normal" | | |
| Arrangements for turning off of lights etc. | | |
| Arrangements for Securing of premises after event | | |
| Review risk assessments post event | | |
| EMERGENCIES | | |
| General emergency procedure in place | | |
| Any special procedures for event | | |
| Hirer informed of emergency procedures, location of first aid, phone, fire alarm, call points, fire fighting equipment and assembly points | | |
| Has a plan been provided showing above locations | | |
| Tour given to hirer to show above locations | | |
| Stewarding arranged in event | | |
| Stewarding arranged external, parking etc. | | |
| DBS checks for stewards | | |
| Briefing for stewards | | |
| First aid box(es) - available, stocked and accessible | | |
| Have first aid needs been assessed and is First Aiders provision sufficient | | |
| Booking of additional first aider(s) | | |
| Supervision adequate for hire purpose | | |
| Control of numbers entering included | | |
| Fire fighting equipment in place and checked | | |
| Any extra equipment needed for event | | |
| Inform hirer about procedures for recording / reporting of incidents | | |

| | | |
|---|--|--|
| Medical consent/parental consent forms available | | |
| ADMIN | | |
| Hirers Risk Assessment completed | | |
| Hirers own insurance arranged | | |
| Hirers charged for insurance as part of let | | |
| Indemnity form completed | | |
| Any arrangements for control of noise | | |
| Existing premises license in place for event | | |
| Temporary Event Notice for event | | |
| Any alcohol sales licensed | | |
| Responsible person identified | | |
| Arranged for License holder to be present | | |
| Copy of relevant sections of Academy health and safety policy and risk assessments provided | | |
| KITCHENS | | |
| Restrict range of use | | |
| Equipment used operating safely and correctly | | |
| Supervision of equipment use | | |
| Cleaning before event | | |
| Competence of staff | | |
| Separate stocks of foods etc. | | |
| Security of Academy stock | | |
| Hirers insurance | | |
| Charging for gas/electric etc. | | |
| Arrangements for cleaning after event | | |
| Deposit for cleaning | | |
| FIREWORKS | | |
| Competency of organisers | | |
| Storage of fireworks | | |
| Fire brigade informed including site access info | | |
| Ticketing arranged | | |
| Accompanied children only | | |
| Siting of bonfire – security | | |
| Separation of firing range from spectators | | |
| Spectators – space and stewarding | | |
| SPORTS | | |
| Competent supervisors / instructors | | |
| Space for activity | | |
| Spectators – space and stewarding | | |
| Access to toilets / changing | | |
| Playing surfaces in good repair | | |
| Sufficient safety mats etc. provided | | |
| Equipment inspected and maintained | | |
| Hirer signs indemnity form | | |



Permit to use HMFA Premises

Dear Sir/Madam

The Governing Body has approved your application for the use of the premises of the above named Academy on -

Date(s): _____ Until: _____
 Hours: _____

Academy:
 Hirer name / address:

The facilities which you have permission to use are:

| Accommodation: | Charge | VAT | Total |
|----------------|--------|-----|-------|
| | | | |
| | Total | £ | £ |

The charge per occasion of hire will be as above and must be paid to the Academy.
 (Cheques made payable to Herefordshire Marches Federation **or payment by BACS**)

Your use of the premises will be subject to the 'Conditions of Hire for Buildings' and any other regulation stipulated by the Academy.

Yours faithfully,

Mr Peter Box
 CEO



Application for Hire of facilities

| | |
|------------------------|--|
| Name of School: | |
| Address: | |

The Applicant must complete following sections

| | |
|--|--|
| Name of Organisation / hirer | |
| Nature of Organisation | |
| Name of applicant for invoicing | |
| Address: | |
| Telephone No. | |

| | |
|------------------------------------|-------------------------------------|
| Purpose in which to hire | |
| Day(s) and Date(s) required | |
| Time(s) required | From: _____ To: _____ |
| Estimated number attending | |

| | |
|------------------------------------|---|
| List of facilities required | (Please provide as much information as possible) |
| Sports pitch (all weather) | |
| “ “ grass | |
| Hall | |
| Chairs | |
| Meeting room | |
| Piano | |

| | |
|---------|--|
| Heating | |
| Other | |

| | |
|--|---------------------|
| Declaration *Please delete as appropriate | |
| * I confirm that the organisation / hirer has £3 million Public Liability Insurance Cover, details below, a copy of which will be required with this application. | |
| Name: | |
| Address: | |
| Policy Number: | Expiry Date: |
| Limit of Indemnity: | |

*** I wish the School to arrange Public Liability Cover, and I will pay the premium of 20% of the hiring fee**

Where the hiring organisation is unable to confirm that it has its own public liability insurance cover at a minimum level of £3million, it is a requirement that the hirer should be covered by the School's policy for hirers. The premium of 20% of the hiring fee, with a minimum charge of £2, must be paid with the hiring fee, and there will therefore be no cost to the school. The policy covers the hirer's public liability to a limit of £2million and has an excess per incident of £500 for which the hirer is directly responsible.

I undertake to pay the appropriate hiring charges (including any charges arising from use additional to that specified above) to observe and be bound by the conditions of hiring as detailed and to indemnify the Council against any costs arising from this agreement.

| | |
|----------------------|--------|
| Applicants Signature | Dated: |
|----------------------|--------|