

# Elveden C of E Primary Academy



# Lettings Policy

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# Elveden Academy

## Lettings Policy

### LETTINGS POLICY

#### Introduction

The governing body of Elveden Academy regards the Elveden Academy buildings, grounds and facilities as a community asset and will make every effort to enable them to be available for offering 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. Links with the community help the Elveden Academy to raise pupils' motivation, expectations and achievement, which lead to higher standards and improved behaviour. Support from parents and local community organisations can be a crucial factor in improving pupils' attainment and combating social exclusion.

Elveden Academy considers itself to be the place that can provide the local community with sports opportunities through the hiring our sports facility/ MUGA(Multi Use Games Area).Using Elveden Academy as a centre for adult learning, childcare facilities and for meetings helps regenerate and strengthen our community. Elveden Academy will support community learning and improving health schemes. Increased use of Elveden Academy premises, grounds and facilities leads to improved security for Elveden Academy and reductions in vandalism and graffiti in the surrounding area. Links with the community reinforce the fact that all education relates to the wider community and the world of work and professional practice.

#### Objectives and targets

The governing body acknowledges that extended services, including community services, support and complement the main teaching and learning activity within Elveden Academy and contribute towards raising standards. However, Elveden Academy is constrained, by its nature of being a school, in responding to certain lettings requests. Letting requests which will normally be acceptable include (in order of priority):

- Breakfast/after school club
- Homework clubs and study support.
- Sport (at least one hour per week beyond the Elveden Academy day for those who want it, this includes use of the Multi Use Games Area).
- Music tuition.
- Dance and drama.
- Arts and crafts.
- Special interest clubs and first aid courses.
- Learning a foreign language.

- Volunteering.
- Business and enterprise activities.

**Referral to a range of specialist support services such as:**

- Speech therapy.
- Child and adolescent mental health services.
- Family support services.
- Intensive behaviour support.
- Sexual health services (for young people).

**Adult education such as:**

- Information sessions for parents at key transition points.
- Parenting programmes run with the support of other children’s services.
- Family-learning sessions to allow children to learn with their parents.
- Youth groups (scouts, air cadet corps, etc).
- Church groups for services.
- Wedding receptions.
- Sports clubs (tennis, badminton, squash, swimming, etc).
- Outside conferences, courses and training events.

A charge, agreed by the governing body, on the recommendation of the finance committee, will be levied to meet the additional costs incurred by Elveden Academy in respect of any lettings of the premises. As a minimum, the *actual* cost to Elveden Academy of any use of the premises must be reimbursed to the school’s budget where those activities are not directly aimed at raising pupil attainment and achievement. The use of the Multi Use Games Area will be charged at £35 per hour with an additional £5 per hour cost for floodlighting. This will be used for repairs and maintenance of the facility.

**Chargeable costs include:**

- Services (heating and lighting-including floodlighting).
- Staffing (additional security, caretaking and cleaning) – including ‘on-costs’.
- Administration.
- Wear and tear.
- Insurance.
- Use of Elveden Academy equipment (if applicable).
- Profit element (if appropriate). Elveden Academy can cross-subsidise lettings for community and private use with income from other lettings, provided there is no net cost to the school’s budget share. The governing body, on the

recommendation of the finance committee, approves letting rates. **Free use and charges below economic cost are not allowed. Elveden Cricket club will be able to hire the MUGA at a 25% discount.**

## Action plan

Elveden Academy places each letting on a formal basis by ensuring that the potential hirer visits Elveden Academy in advance wherever requested to do so for advice on the responsibilities they will need to be aware of. The 'Application for hire of Elveden Academy premises' form and the 'Agreement for indemnity' are completed by the hirer – see appendix 1, 2 & 3. Hirers are given a 'hirer's pack' which may include additional forms in line with government guidance e.g. COVID-19.

The terms and conditions of hire.

- The no smoking/consumption of alcohol policy of the school/grounds/facilities.
- Who they must contact and where to seek assistance in an emergency.
- Their responsibilities relating to health and safety risks which may be involved in their activities.
- Their need to undertake a risk assessment and explain how any risks will be controlled.
- Their need to ensure that their activities are covered by their own insurance cover including:
  - Public liability insurance where necessary.
  - Professional indemnity insurance where necessary.
- Their need to ensure that public entertainment and other licences are in place where necessary.
- The conditions under which stage lighting and equipment may be used.
- Their need to prove that any electrical equipment provided has proof of having passed a recent portable appliance test (PAT).
- Their need to ensure that use of Elveden Academy playing fields will not prejudice their use for normal purposes and no vehicles will be taken onto the playing fields. All vehicles must be parked in the allocated parking outside of the MUGA and not on the grass verge.
- Their need to submit to Elveden Academy a signed copy of their current child protection policy.
- The school's complaints procedure.

Internal procedures undertaken by Elveden Academy ensure that:

- There is no discriminatory procedure in letting out Elveden Academy premises but the list of priorities in hiring out the premises is adhered to.
- All hiring of Elveden Academy equipment and facilities is recorded on the letting planner kept by Elveden Academy and in a lettings diary by the finance office. The lettings diary and the letting planner are reviewed by the headteacher on a monthly basis. Periodic audits will be undertaken under the school's anti-fraud procedures to ensure that:
  - All lettings have been invoiced and income received.
  - All overtime claims are authorised and reflect overtime worked.
- The finance office generates sales invoices from the computer.

## **Monitoring and evaluation**

The policy will be monitored regularly by feedback from those to whom lettings are offered (or declined) and the 'Application for hire of Elveden Academy premises' form will be evaluated and modified periodically as necessary. Charges will be reviewed annually in the summer term in preparation for the new academic year.

## **Reviewing**

This policy will be reviewed every 2 years.

Next review date: September 2022

## Appendix 1

### Application for hire of Elveden Academy premises

Applicant's name	
Applicant's address	
Contact email address	
Contact telephone number:	
Organisation name	

### Details of your public liability insurance (if applicable)

Renewal date	
Policy no	

Date facility required			
Purpose			
Start time		Finish time	
Time accessing the site		Time leaving site	

I declare that to the best of my knowledge the above information is correct.	
Signature of applicant	
Date	
School/ organisation	

## Appendix 2

### Agreement for indemnity

This agreement for indemnity is made on.....			
between..... (hereinafter called the 'hirer') of the one part and the governors of Elveden Academy(hereinafter called the 'school') of the other part.			
Company/Club/group:			
Address:			
Telephone:		Email:	

#### **Whereas**

- At the request of the hirer, Elveden Academy has agreed to hire to the hirer part of the Elveden Academy premises namely the \_\_\_\_\_ (insert reference to which part of Elveden Academy is being hired e.g. the Elveden Academy hall, Multi use Games Area, playground for an activity organised or conducted by the hirer or the hirer's representative(s).
- The hirer has agreed to indemnify the Elveden Academy as hereinafter appearing.

#### **Now it is hereby agreed by the hirer**

- That he/she and his/her representative(s) will keep the Elveden Academy fully indemnified from and against any loss which the Elveden Academy may suffer as a result of a claim of any third party entering the Elveden Academy premises/grounds/facilities for whatever purpose connected and/or associated with the activity organised or conducted by the hirer, and howsoever such claims arise.
- That if and insofar as claims are made against the school, the hirer will meet the cost of all such claims by the provision of adequate insurance, **proof of which will be provided/evidenced to the Elveden Academy before obtaining access to the premises.**

#### **Conditions of hire**

- A child protection policy must be submitted to Elveden Academy where a letting involves working with children or young people.
- Acceptance of the letting is conditional upon the agreement to accept all letting terms and conditions and to take all responsible steps not to infringe the law.

- The scale of fees for lettings shall be determined by the governors of the school, taking into account the cost of providing the letting, including energy costs, the cost of equipment being used, and the purpose for which the premises has been let. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture, a separate charge will be made according to circumstance. Free use and charges below economic cost are not permitted.

All fees are to be paid half termly in advance. This will be invoiced by the finance office of Elveden Academy. This will be made by bank transfer to:

Bank: Lloyds Bank

Account Name: Elveden C of E Primary Academy

Account Number: 66501368

Sort Code: 30-94-55

- The governors of Elveden Academy reserve the right to cancel any booking.
- In the event of loss or damage occurring as a result of any negligence, carelessness or recklessness on the part of the organiser of the letting or the group on whose behalf the letting has been made, or where Elveden Academy has good/reasonable grounds for presuming that the damage occurred at this time and was not reported, Elveden Academy reserves the right to make a charge to cover the costs of repairing the damage or making good the loss from the organiser or group.
- The wearing of footwear likely to cause damage to floors/multi use surface is forbidden. Persons found wearing such footwear will not be permitted to enter the premises and may be liable for any cost the Elveden Academy incurs in repairing any floor/ground damage.
- The hirer is responsible for all damage to Elveden Academy buildings and/or any property thereon or attached thereto occurring during the period of hiring or while persons are entering or leaving such property, where such persons causing the damage are present with the approval of the Hirer or a person or persons linked to the Hirer's organisation.
- At the expiration of the hiring, the hirer shall leave the building/facilities in a clean and orderly state. All the property of the hirer and the hirer's agents must be removed at the end of the hiring unless special arrangements are made. Elveden Academy accepts no responsibility whatsoever for any property left by the hirer or their representatives on the premises.
- The hirer has read the conditions of hiring annexed hereto and hereby indemnifies Elveden Academy against any breach of the same during the period of hire.

Signed by the hirer	
In the presence of:	
Address of witness:	
Date:	
Signed on behalf of the school: Position within the school/job title	
Date:	



The governors of Elveden Academy shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect.

Representatives of Elveden Academy governors shall at all times have free access to the premises for the purpose of inspection.

## **Further notes**

### ***Cigarettes and alcohol***

The entire area, grounds and facilities of Elveden Academy, including the MUGA is a designated a non-smoking site and no alcohol may be consumed on the ground or within the facilities.

Elveden Academy has no alcohol licence. Intoxicating liquor shall not be sold or supplied on the premises without the express consent of the governors and the obtaining by the hirer of a 'temporary event notice (TEN)' or a 'full premises licence' (more than 500 people expected).

### ***Public entertainment licences***

Licences are generally required for:

- Performing plays.
- Public dancing, music, film shows or other public entertainment of a like kind.
- Games of bingo.

Hirers must ascertain from the local council whether or not a licence is required for these uses, or for any other use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. (Enquiries should be made of the local council regarding car boot sales on Elveden Academy premises – there are also VAT implications on car boot sales.)

Hirers of educational establishments are required to furnish details direct to the Performing Right Society, on forms which will be provided by the society, with such particulars of the musical works publicly performed at the entertainment, as are reasonably required, to enable the royalties paid to be distributed to the parties interested in those works. Any concerns about licensing by hirers may be addressed to the Performing Rights Society telephone 0800 068 4828.

When commercial sound recordings (gramophone records, tape, CD recordings, MP3) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd, 1, Upper James Street, London, W1F9DE (info@ppluk.com) telephone 0207 534 1000. Application forms may be obtained on request.

### ***Delivery of items***

On days when Elveden Academy is in session, articles such as pianos, table, flowers, etc. may not be delivered at the Elveden Academy before 4.30pm on the day of use, unless arrangements for earlier delivery are made with the site manager. Within a reasonable time after the hire, the hirer shall proceed to remove all chairs or other furniture, decorations and other materials introduced onto the premises.

### ***Adapting Elveden Academy premises***

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval from the site manager.

### ***Elveden Academy playing fields***

The hirer must ensure that the use of the playing field will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken while the field is being used. Motor vehicles must not be taken onto the Elveden Academy playing fields.

### ***Health and safety***

There is joint responsibility on the Elveden Academy and the hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained. The hirer must notify the Elveden Academy of any risks that may be involved in their activity and provide a written statement as to how those risks will be controlled.

## Appendix 3: MUGA Hire only

### MUGA hire Terms and Conditions

- No booking will be accepted or confirmed until all sections of the booking form have been completed, and the terms and conditions agreed to.
- The person by whom the hire form is signed shall be deemed to be the Hirer and will be responsible for payment of all fees payable in respect of the hire. The Hirer must be 18 years of age or over.
- All users will abide by the rules of the M.U.G.A. which form part of this lease agreement.
- The Hirer will be responsible for all players using the pitch and will be liable to pay for any damage to the playing surface. Continued abuse of this condition will result in the Hirer's booking(s) being cancelled.

### Bookings

- All bookings must be made in advance. Hirer can book half termly and advance block bookings based on half terms.
- Payment is required at the time of booking.
- The Elveden Cricket Club, who reside on the Elveden Estate, will be offered a 25% discount on MUGA hire.
- Payment must be made by BACs transfer to Elveden C of E Primary Academy before use.
- Elveden Academy will not confirm a provisional booking without receipt of payment. Where provisional bookings are not paid for the school may also refuse to take future provisional bookings made without payment.
- Providing that the court, and/or premises are left in a good clean condition and the terms of this agreement have been met at the end of each hire, persons/clubs will be permitted to rehire.
- If any term of this agreement has been broken, Elveden Academy reserves the right to keep all or part of the booking fee on termination of use.
- Clubs/Hirers wishing to use floodlights where these are available will be required to pay an extra charge. The charges are set out at in our Lettings policy.

### Cancellation Policy

- The hire fee will still be chargeable if a booking is cancelled.
- Overdue accounts may result in suspension of use of the courts/facilities until the debit is cleared. Failure to pay an overdue account will be passed to the school's solicitors for recovery procedures to be instigated.

Hirers are liable for the good behaviour of persons attending their events. All breakages or damage to the fabric of the building, or to equipment including the synthetic pitch surface, will be charged for and Elveden C of E Primary Academy will undertake any necessary legal proceedings.

Elveden C of E Primary Academy reserve the right to close the facility, or prohibit the use of the facility, at its discretion. Any amounts paid by the Hirer in such circumstances will be refunded but Elveden C of E Primary Academy will not be liable for any expenditure incurred or loss sustained directly or indirectly by the Hirer, arising from the cancellation.

If any circumstances over which Elveden C of E Primary Academy have no control render the facilities not available for the Hirer on any day of the hire or any part of such a day, the Hirer shall not be entitled to any compensation in consequence thereof or in connection therewith.

The Hirer must ensure such fire, health and safety and other precautions as required by Elveden C of E Primary Academy are properly implemented and observed.

All groups must report any injuries to Elveden C of E Primary Academy via telephone or email within 1 working day. These will then be recorded in the school's accident report book.

Elveden C of E Primary School will not be liable for personal injury or loss howsoever incurred by those attending the site.

Items such as footballs, netballs, hockey balls, hockey sticks are not provided. It is therefore the responsibility of the Hirer to ensure such equipment is available. Tennis posts and nets will be available, however this equipment must be returned to the storage container at the MUGA site after use. Any damage to this equipment will have to be paid for by the hirer. Netball posts must remain in place at all times, unless the site is being used for Football. These posts must then be removed by the hirer, placed outside the MUGA entrance and then put back in place after their session is complete.

Admittance onto the MUGA is NOT allowed until the allotted starting time. Unauthorised use of the courts will be charged at the PEAK rate.

There are strictly no dogs allowed on site except guide dogs.

Not Allowed	Allowed
Spiked or Studded Footwear	Flat or Dimpled footwear
Skateboards, Cycles, Roller Skates or Scooters	Clean Footwear thoroughly before entering
Smoking/Alcohol	Remove all rubbish on leaving
Chewing gum or food	Report any damage within 1 working day.
Glass bottles or drinking vessels	Make sure MUGA gate /storage container are locked when leaving the area
Use of foul or abusive language	Children under 16 years to be supervised by a responsible adult

**ANYONE USING THIS GAMES AREA DO SO AT THEIR OWN RISK, LIABILITY WILL NOT BE ACCEPTED FOR PERSONAL INJURY OR LOSS OR DAMAGE OF VALUABLES.**

**ANYONE OBSERVED BREAKING THE RULES WILL BE ASKED TO LEAVE THE GAMES AREA AND REPORTED TO ELVEDEN C OF E PRIMARY ACADEMY.**