Maritime Academy Trust

LETTINGS POLICY AND PROCEDURES

Approved by the Full Trust Board on:	**8 October 2019**
Next review date	**8 October 2020**

1. Introduction

1.1 The Maritime Academy Trust (the **Trust**) is keen to see that its premises are used for the benefit of the whole local community. The education of children is the prime purpose of our academies but we believe education is a lifelong process which should be open and accessible to all. This document outlines the policy with regard to lettings. It sets out:

(a) the facilities available;
(b) the charges; and
(c) the responsibilities of an academy's Headteacher or Executive Headteacher (the **Headteacher**) and the users when the academy premises are hired.

1.2 The use of Trust premises at all times is under the control of the Headteacher of each academy.

1.3 This policy:

(a) provides guidance on lettings and the hire of the Trust's premises and equipment;
(b) enables community and lifelong learning access to the Trust's premises;
(c) promotes the use of the Trust's facilities by the wider community;
(d) safeguards the interests of The Trust;
(e) ensure that the out of hours use of an academy site is not subsidised by the corresponding academy budget and is sustainable.

1.4 Where lettings are outsourced to a third party, the agreed contract may supersede the requirements of this policy.

2. Definition of a letting

2.1 A letting may be defined as any use of the Trust's premises (buildings and grounds) by either a community group, an individual, group of individuals or a commercial organisation. A letting must not interfere with the primary activity of the Trust, which is to provide a high standard of education for all its pupils.

2.2 Use of Trust premises for activities such as staff meetings, parents' meetings, Trust or Local Governing Body (**LGB**) meetings and extra-curricular activities of students supervised by Trust staff, fall within the corporate life of the Trust and outside of this policy. Costs arising from

these uses are therefore a legitimate charge against an academy's delegated budget.

2.3 In deciding whether or not to let our premises an academy Headteacher will have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

2.4 The Headteacher has the right to require a reference from a third party or other reputable Hirer, before any booking is accepted.

2.5 The final decision on any booking lies with the Headteacher.

3. Equal opportunities

3.1 This lettings policy operates within the framework of the Trust's Equal Opportunities Policy.

3.2 The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

3.3 Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Trust will not let the academy premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations. In addition, the Trust will not permit its buildings and grounds to be let:

(a) for political rallies or demonstrations;
(b) for purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules;
(c) for functions attended by people whose presence may cause civil unrest or division within the community;
(d) to an organisation or individual which has been banned by law.

4. Scale of Charges

4.1 In arriving at their scale of charges the Headteacher has followed the following principles:

(a) that commercial users will be charged an amount commensurate with cost recovery;
(b) that community users will be charged no more than cost;
(c) that there will be parity of treatment for similar users;
(d) that overall the cost of letting academy facilities will be recovered from users.

5. Insurance

5.1 Groups or organisations using the Trust's premises may be liable for claims. To insure against such claims, they must have public liability insurance to a minimum of £5million. The Trust will require all groups using the facilities to produce evidence of such insurance

6. Security

6.1 The Trust reserves the right to insist upon caretaking presence where in their view the nature of the hiring may leave the academy vulnerable to theft, damage or address other safety concerns.

7. VAT

7.1 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 Trust's Finance Director and HRMC if necessary.

8. Implementation and review

8.1 The Headteacher, supported by their Business Manager, will annually:

(a) set the hire charge for each category and each type of hire;
(b) review the category of any individual letting.

8.2 The Trust's Finance and Audit Committee will:
(a) review this policy annually;
(b) monitor compliance of this policy, and where necessary recommend areas for improvements

8.3 These reviews will take place in the summer term. The charges will then be fixed for the next academic year, i.e. September to August.

9. Safeguarding

9.1 The Trust is dedicated to ensuring the safeguarding of its pupils at all times.

9.2 It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring out the space.

9.3 If there is a chance that the Hirer will come into contact with pupils, for example if the hire occurs during academy hours, or when pupils may be present in the academy (during after academy clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check. This evidence must be provided upon request, prior to the hiring taking place.

10. Summary

10.1 The Trust will consider letting to any group able to comply with the terms and conditions outlined in this policy. Terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, sent out with all application forms.

CONDITIONS OF BOOKING/USAGE

1. The following terms shall have the following meanings:
2.

(a) **Educational Premises** means the academy's premises named in the application to hire form.

(b) **Headteacher** means Headteacher or executive Headteacher of the academy or their authorised representative.

(c) **Hire Agreement** means this hire agreement.

(d) **Hired Area** means that part of the Educational Premises to be used by the Hirer described in the application to hire form.

(e) **Hirer** means the person who has signed the application to hire form.

(f) **Trust** means Maritime Academy Trust.

2. All applications for the hire of Educational Premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the Hirer. It shall be the responsibility of the Hirer to ensure that the conditions of booking are adhered to by all persons making use of the Educational Premises under the terms of hire.

3. The Headteacher reserves the right to refuse any application to hire Educational Premises without stating reasons for doing so.

4. Fees for hiring Educational Premises shall be in accordance with the scale of charges determined by Headteacher, subject to revision from time to time. Further charges may be levied if additional costs are incurred as a direct consequence of the letting.

5. Monies will only be returnable to a Hirer on cancellation if reasonable notice is given (not less than 21 days). If the Headteacher has reasons to cancel, all monies will be returnable.

6. When the Hired Area is only part of the Educational Premises, access is restricted to those rooms forming the Hired Area. The Hirer shall be liable to pay such additional fees as the Headteacher may prescribe if different or additional areas are used.

7. Access to the Educational Premises shall also be restricted to the hours stated and agreed on the lettings form (i.e. the Hirer should not have access prior to or after the stated time). The Hirer shall be liable to pay additional fees as prescribed by the Headteacher if the Educational Premises is used by the Hirer outside the agreed times.

8. There shall be no variation to these conditions of hire without the prior agreement of the Trust.

9. No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The Hirer is responsible for all the payment of any appropriate fee.

10. The Hirer shall indemnify the Trust against any infringement of copyright which may occur during the hiring.

11. The Hirer shall not use the Educational Premises for any purpose for which a licence is necessary unless such a licence is in force in respect of the premises.

12. The Hirer shall strictly observe the conditions of any licence granted in respect of the Educational Premises and the Hirer shall be deemed to have notice of any conditions attached thereto.

13. The Educational Premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Headteacher.

14. Sporting activities will not take place inside the Educational Premises without the written approval of the Headteacher. In the event of the Hirer breaching this condition the Hire Agreement shall be cancelled and the fees paid shall be forfeited.

15. No smoking or alcohol will be permitted inside the Educational Premises.

16. No film or video shall be shown on the Educational Premises unless at least seven days' notice, in writing, stating the title and the subject matter of the film, has been given to the Headteacher, who may require the Hirer to give a preview of the film to such persons as directed.

17. The Hirer is responsible for the Health and Safety of all persons using the Educational Premises. The Hirer must therefore ensure, prior to the hiring, that the Hired Area and all access and egress thereto is suitable for the proposed use by the Hirer and are safe for persons using the premises. The Hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the Hired Areas, including identifying fire doors and emergency means of escape from the premises.

18. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the Educational Premises nor shall any placards or other articles be affixed thereto.

19. The Hirer shall be liable for all damage howsoever and by whomever caused to the premises arising out of the hiring and shall indemnify the Trust against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the Trust. The Trust shall be the sole judge of the damage done and the amount thereof.

20. The Hirer shall be liable for and shall indemnify the Trust against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any

person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Trust. The Hirer should be fully insured to cover such claims as may arise under such liability, and provide evidence of this cover.

21. The Trust will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever including motor vehicles placed or left upon the premises by the Hirer or for the Hirer's use of purposes, including any damage or loss by fire.

22. The Hirer shall not allow any animal to enter or remain in the Educational Premises without the written approval of the Trust.

23. The Hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.

24. The Hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the Educational Premises shall be arranged so as to ensure entry for emergency vehicles at all times.

25. There shall be no variations in the conditions of the Hire Agreement without the approval of the Headteacher. Failure to comply with these conditions may incur additional charges.

26. The Headteacher reserves the right of entry to the Educational Premises to any authorised officer of the Council discharging his official duties.

27. The Hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.

28. The use of shoes with stiletto heels is prohibited and the Hirer shall ensure that the users are not permitted to wear this type of footwear in the Educational Premises.

29. The hire of premises does not include the use of any academy equipment within the premises. No such equipment shall be hired out without the written approval of the Headteacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.

30. Kitchen facilities are not for hire at the academy.

31. The Hirer shall not sublet or assign the Educational Premises or any part thereof. Should they do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.

32. The Hirer shall be responsible for the provision of all first aid equipment as required for the hire.

33. The Headteacher will request DBS certificates for the Hirers if the hours of the letting is within academy hours and there is a chance of contact with Academy pupils.

I have read the above conditions and accept that they control the hire by me of the Hire Area or Educational Premises described in my application form.

Signed .....

Date .....

Address .....

.....

Tel No .....

NOTES

1. It is essential that these conditions are read carefully before they and the application form are signed.
2. The total time must include the entire period for which the accommodation is in use in connection with the letting i.e. the entire period for which the accommodation cannot be used by the academy for other purposes.
3. Refunds are not normally made but particular cases may be considered by the academy.

Application for Use of Premises Out of Normal Hours

Number: _____

Applicants for the use of [NAME OF ACADEMY] are requested, if possible, to submit this form (in duplicate) to the Headteacher at least 21 days before the hire is required. If the request is granted, an authority for use of the premises will be issued together with an invoice for payment as appropriate.

PLEASE USE BLOCK CAPITAL LETTERS THROUGHOUT

Name of person/body making application:

_____

Are you a Registered Charity or Youth Organisation? YES / NO

Nature of Letting: _____
(Meeting, Children's birthday party, etc.)

Number of persons to use the facility_____
(Please state whether adults or children under 16)

Details of Letting:

Facility required_____
(Please be specific: Hall, Classroom, Studio, Pitch etc.)

No. of chairs required: _____ No. of tables required:
_____

Which Day(s) Monday Tuesday Wednesday Thursday Friday Saturday Sunday
(delete when **NOT** required)

Date of letting period? From _____ to _____ (inclusive)

Times of Letting? From _____ am / pm to _____ am / pm

Total number of day's premises required? (For **THIS** letting)

_____

Public Liability Insurance

To the Local Governing Body of Millennium Primary Academy

I_____ (please print)

of_____Organisation (if applicable)

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the academy premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the academy's letting policy. I have read this lettings policy and understand that the permission to use the academy premises will only be effective provided the conditions and regulations stated in the academy's letting policy are adhered to.

I, on behalf of my Organisation (if applicable) hereby agree to follow all conditions of the academy's letting policy should permission be granted to use the academy premises.

I understand that the academy maintains a policy of insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

(a) death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the Trust to a limit of £1,000,000 in respect of any one accident;

(b) damage to any property belonging to the Trust to a limit of £25,000 in respect of any one incident, with an excess of the first £50 of any loss or damage in respect of each hiring;

I understand I must give immediate notice in writing, to the Trust's Finance Director, Maritime Academy Trust, 50 John Harrison Way, Greenwich, London, SE10 0BG of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any third party.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Trust from and against all loss, damage, costs, claims, demands, expenses or charges which the Trust may sustain or incur in respect of any matter arising out the use of the Educational Premises or the conditions relating thereto insofar as

the same are not covered by the said or any other policy of insurance effected by or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Trust on demand, all such sums as may be payable by reason of this indemnity.

Signature of applicant_____

Occupation_____

I, on behalf of my Organisation, agree to ensure, where appropriate, DBS checks have been undertaken and evidence has been provided.

Signature of applicant_____

Occupation_____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address_____

_____

Telephone Number:
Home _____Mobile_____

Date_____

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and return to the Headteacher.

2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.

3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our academy’s lettings policy.

4. A signed application does not guarantee the booking will be granted.

5. Where the application for a let is accepted, confirmation will be given by the Headteacher once payment has been received.

BOOKING TIMES

1. There will be no access to the Educational Premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.

2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.

CANCELLATION

1. The Headteacher must be notified of any cancellation as soon as possible.

2. Where a cancellation is made by the facilities Headteacher, the Hirer will be entitled to a full refund. The Headteacher will endeavour to notify the Hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

USAGE CRITERIA

The students and staff of [ACADEMY NAME] are the prime users of the academy’s facilities, and as such will be given priority over all external users.

CONFIRMATION OF BOOKING TO LET ACADEMY PREMISES

Dear [NAME]

This is to certify confirmation of your booking to let the [NAME OF ACADEMY] premises as detailed in the on the booking form dated [DATE].

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely

On behalf of the academy.

EXAMPLE LETTING COSTS

CHARGES ARE PER HOUR OR PART THERE OF.

	Monday-Thursday 6-7:30pm	7:30-9pm	Saturday 10am-4pm	Sundays 10am-4pm
All weather Pitch	**£25:00**	**£30:00**	**£30:00**	**£35:00**
Hall	**£20:00**	**£25:00**	**£25:00**	**£30:00**
Dance Studio	**£15:00**	**£20:00**	**£20:00**	**£25:00**