

# Ormiston Cliff Park Primary Academy

## Lettings Policy

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### Policy Version Control

Policy prepared by	OAT Mandatory Policy
Responsible committee	Finance (Estates)
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Description of changes from the model policy (if any)	

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## 1. ADOPTION

The Governing Body at Ormiston Cliff Park Primary Academy has adopted the lettings policy set out below.

## 2. INTRODUCTION

The Governing Body will make every reasonable effort to ensure the academy building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the academy in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

### 2.1 DEFINITION OF A LETTING

A letting may be defined as ‘any use of the academy premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its pupils.

## 3. APPLYING TO USE THE ACADEMY

Applying to use the academy premises should be made to the Facilities Manager and the letting agreement should be filled in prior to commencement of the event.

The Facilities Manager will resolve any conflicting requests for the use of the premises, with academy functions always receiving priority.

The Facilities Manager is responsible for the management of lettings, in accordance with the academy’s policy, but the Principal retains overall responsibility.

If the Facilities Manager has any concern about the appropriateness of a particular request for a letting, he will seek advice from the Principal or Vice Principal who have the authority to determine the issue on behalf of the Governing Body.

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 confirmed in writing.

## 4. LETTING AGREEMENT

Once a letting has been approved, contact will be made with the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the booking form (Appendix C).

The letting agreement needs to be signed and returned to the academy before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting, unless an alternative payment method has been agreed.

All letting fees will be paid into the academy's bank account to offset the costs of services, staffing etc.

### 4.1 TERMINATION OF LETTING AGREEMENT

The Principal, or the Chair of Governors, has the immediate power to terminate any letting agreement relating to the hire of the academy premises, in accordance with the terms and conditions of the model agreement attached.

## 5. SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the academy for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Criminal Record Bureau checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

The academy would direct all potential hirers to the academy's Child Protection & Safeguarding Policy, available on the academy website [www.ocpia.co.uk](http://www.ocpia.co.uk)

## APPENDIX B: TERMS AND CONDITIONS OF LETTING OF THE ACADEMY PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **1. STATUS OF THE HIRER**

Lettings will not be made to any organisation or group with an unlawful or extremist background. The letting 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.

### **2. CRIMINAL RECORD BUREAU (DBS) CHECKS**

It may be necessary for the hirer to undergo a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Principal, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the academy any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

### **3. INDEMNITY AND INSURANCE**

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the academy premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

Clubs or organisations shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Principal or Governing Body within seven days of a request. Small groups or individuals would be covered under the academy's hirers' liability cover.

Neither the academy nor Ormiston Academies Trust shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

#### **4. STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the academy premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

#### **5. LICENSES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the academy the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### **6. PUBLIC SAFETY**

All conditions attached to the granting of the license, stage play or other licenses and the academy's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Facilities Manager and Principal.
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises (appendix D), the escape routes, assembly point in outside the Caretakers House and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Principal.
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form and the Facilities Manager made aware in advance. The Academy and Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

## **THE HIRER'S RESPONSIBILITIES**

The hirer must inform the academy of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

### **6.1 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.

### **6.2 FIRST AID FACILITIES**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the academy to provide first aid facilities.

The academy holds an Automated External Defibrillator (AED) on site.

The James Paget Hospital is within 1 mile of the academy.

### **6.3 FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required. Hall floors are used by children for physical education and no substance or tape is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in academy buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT**

Third parties shall only be permitted to share use of kitchens and/or equipment where agreed in advance with the Facilities Manager.

Should use of these areas require additional academy staff and/or additional cleaning, the Facilities Manager will confirm this at the point of agreement.

### **6.6 INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Principal or Chair of Governors, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

### **6.7 SMOKING**

The whole of the academy premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

### **6.8 BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### **6.9 NUISANCE/DISTURBANCE**

Hirers and organisers of events in the academy premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

When exiting the premises hirers are reminded that the academy is sited within a residential area

## **6.10 DISPOSAL OF WASTE**

The hirer must comply with the academy's arrangements for disposal of any rubbish or waste materials. This will be confirmed by the Facilities Manager based on requirements.

## **6.11 ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the academy premises without written consent in advance by the Facilities Manager.

## **6.12 RULES**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

## **6.13 ACADEMY USAGE**

It must be made clear that academy activities will take priority over lettings usage. From time to time academy events may require the delay or postponement of activity, Open Evenings for example.

The academy may require prolonged access for maintenance to improve facilities, for example painting or refurbishing floors. Advance warning will be given of such events.

## **6.14 CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

## **6.14 SUB-LETTING**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

### **6.15 LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

### **6.16 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the academy. In particular, the Hirer must ensure that access to the academy by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the academy should avoid undue noise on arrival and departure.

Vehicles are parked on the academy grounds at the owner's risk, the academy cannot be held responsible for any damage to vehicles parked on our premises.

### **6.18 TOILET FACILITIES**

Access to the designated academy's toilet facilities is included as part of the letting arrangements.

### **6.19 RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Principal or any other academy staff member may monitor activities from time to time).

### **6.20 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. If a letting finishes early the Facilities Manager must be informed on 0789 0079058.

## **APPENDIX C: BOOKING FORM**

**Booking Form**

**Ormiston Cliff Park Primary Academy**

Hall	
Classroom	
Field	
Other	

Date of Hire: ..... Weekly

Start time: ..... Finish Time: .....

Name of Hirer: .....

Address: .....  
Postcode: .....

Tel No Day ..... Mobile .....

Email address .....

I confirm that I have read SAFEGUARDING in section 5 of the letting policy

Does anyone under the age of 16 attend during the booking period  Yes  No

I have attached a copy of the clubs 5million liability insurance cover  Yes

**Declaration**

I have read, understood and agree to adhere to the Terms and Conditions and accept that if they are not followed, then I may have my booking terminated.

Signed ..... Date .....

Facilities Manager ..... Date .....

Principal/Vice ..... Date .....

**Please Note:**

*It must be made clear that any personal items that are brought into the premises are the responsibility of that person. If these items are lost, stolen or damaged in any way then no claim can be made against The Ormiston Cliff Park Infant & Junior Academies. Any insurance claims are to be made against personal home/contents insurance.*

# Facilities Booking

## Emergency Contact Numbers

Facilities Manager	Martin Steele	0789 007 9058
James Paget Hospital		01493 452452
Great Yarmouth Fire Station		01493 843212
Police Headquarters		101
Doctors Central Surgery		01493 414141