



Lettings Policy

Document provenance

This policy was approved by Trustees as follows –

Approver: Finance Committee

Date of Approval: May 2020

ELT Owner: Chief Operating Officer

Date of Review: May 2022

Unless there are legislative or regulatory changes in the interim, this policy will be reviewed every 2 years. Should no substantive changes be required at that point, the policy will move to the next review cycle.

Policy purpose and summary

This policy outlines the approach the procedure for the hiring of spaces within E-ACT Academies.

Summary of changes at last review:

- ✦ Insertion of clause referring to adherence to the Prevent strategy
- ✦ Insertion of equality clause
- ✦ Defined the facilities and updated throughout for consistently
- ✦ Removed reference to ‘the Academy Management Team’ and ‘the Lettings Manager’ and added ‘the academy’ and Regional Facilities Manager
- ✦ Removal of clause 2.4 which restricted our ability to let commercially to businesses
- ✦ Inclusion of clause referencing individuals as hirer
- ✦ Payment – reference to ‘first month’s fee’ amended to read ‘first fee’
- ✦ Insurance – inclusion of clause referencing individuals as hirer and requirement for deposit to be paid
- ✦ Removal of separate declaration from policy document – now included on the Application Form in Appendix A
- ✦ Application form – amended to show approval by Regional Facilities Manager (RFM).

Related policies or guidance:

- ✦ Health and Safety Policy¹
- ✦ Safeguarding and Child Protection Policy²

¹ <https://www.e-act.org.uk/wp-content/uploads/2020/05/Health-and-Safety-Policy-Updated-May-2020.pdf>

² <https://www.e-act.org.uk/wp-content/uploads/2019/08/Child-Protection-and-Safeguarding-Policy-APPROVED-Aug-19.pdf>

Lettings Policy

1. Introduction and Purpose

- 1.1. The E-ACT lettings policy aims to facilitate fair use of E-ACT facilities by local communities. E-ACT is committed to generating additional income from the hire of our facilities which provides additional income to our educational funding and helps maintain the standard of our facilities.
- 1.2. As part of our community involvement, promoting community use of our facilities is important to us. We will promote a balanced range of activities across the Trust and give preference to those in which our pupils can play an active part.
- 1.3. Where applicable, any E-ACT academies which offer extended stay to pupils will give preference to our pupils and our facilities will not be used in any way that is detrimental to them. We reserve the right to cancel any booking without notice should we have cause for concern.
- 1.4. E-ACT is committed to supporting the Government's Prevent Strategy. In upholding our Child Protection and Safeguarding Policy we identify risk and work with local partners to prevent radicalisation and extremism.
- 1.5. We will not hire or let any E-ACT premises to any party, individual or group that we feel would be in conflict with our duty under the Prevent Strategy³, or who may disseminate radical views to pupils and/or staff. We reserve the right to carry out checks on organisations who apply to us under this policy to ensure compliance with our policy and statutory legislation.

2. Scope

- 2.1. This Policy applies to all staff.

3. Equality

- 3.1. In accordance with the Equality Act 2010, the specific legal obligations and duties in relation to discrimination and social inclusion, we seek to:
 - ✦ eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
 - ✦ advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - ✦ foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 3.2. Our academy is committed to supporting the above statements and we expect hirers of the academy to share in this commitment. Unlawful discrimination and harassment of any member of the academy community is expressly prohibited.

³ Statutory guidance on the Prevent duty, which explains schools' duties under the Counter-Terrorism and Security Act 2015:
<https://www.gov.uk/government/publications/prevent-duty-guidance>

4. Facilities available for hire and prices

- 4.1. E-ACT academies are at liberty to decide which parts of their premises are available for hire ('the Facilities') and what prices are set. The expectation is that academies will charge in line with local market rate and that a fair booking system is in place which gives opportunity to all groups.
- 4.2. E-ACT academies may have a discounted pricing structure for local community groups.
- 4.3. Application for this is to be made by the local group (see Appendix A Application Form) and each case will be considered by the academy on its individual merit.
- 4.4. In circumstances where individuals wish to hire the Facilities (e.g. for a birthday party or similar), each application will be considered by the Regional Facilities Manager (RFM). Such hires would need to be supervised by at least one member of member of E-ACT staff.
- 4.5. Academies and regions must have a clear audit trail and a robust method of billing, thus ensuring cash is handled appropriately and internal audit can, if required, review any booking from initial agreement, through to use of the facilities and income recorded correctly in the accounts system. Regions must also ensure the correct and accurate recording of VAT is applied.

5. Terms and Conditions of Use

- 5.1. The terms and conditions are the minimum expected between an E-ACT academy and a hirer(s). These need to be agreed and signed by both parties (see the declaration required in Appendix A).
- 5.2. These terms and conditions, together with the Application Form to hire the facilities, shall constitute the contract between Nechells Primary E- ACT Academy and the hirer(s).

6. Application

- 6.1. Application for hire must be made on the Application Form provided. This will form the basis of a licence to use E-ACT facilities.
- 6.2. If an organisation is hiring the facilities both the organisation itself and its members are jointly and severally liable under this agreement.
- 6.3. The hirer must ensure that everybody making use of the facilities complies with the conditions of use. This agreement is personal to the hirer and may not be assigned to any third party.
- 6.4. The number of persons using the facilities shall not exceed the number advised by the hirer and authorised by the academy.

7. Cancellation

- 7.1. There will be at least two weeks' notice, in writing to the academy, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee, or full fee if within one week.

7.2. The academy reserves the right to cancel any booking at any time in the event of the academy requiring any of the facilities for academy and education purposes or for any other reason which is considered necessary by the academy. Please note that this may be at short notice but as much notice as possible will be given.

8. Payment

8.1. The first fee is payable in full upon signing and submitting the Application Form, or half termly in advance (if agreed in writing), for bookings covering a period longer than one term.

9. Indemnity and Insurance

9.1. The hirer shall be responsible for all damage caused and shall indemnify the academy against all loss, damage and expense unless due to the negligence of the academy and any such damage shall be reported immediately to the academy.

9.2. Any damage caused to the facilities (or elsewhere in the academy) shall be compensated to an extent considered reasonable at the discretion of the academy, within seven days of a written demand.

9.3. The hirer shall indemnify the academy against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the facilities unless due to the academy's negligence.

9.4. The hirer shall obtain insurance against legal liabilities to third parties (including the academy) with a limit of indemnity of at least £5 million for any one incident. The Certificate of Insurance must be attached to the Application Form.

9.5. The provision of insurance documentation would not apply to individuals wishing to hire. A deposit would be required and this amount should be agreed with the Regional Facilities Manager (RFM) (who in turn must agree with the Regional Operations Director) in advance of the application for hire being approved. See 4.4 above for the approval process for individuals wishing to hire.

10. The Premises

10.1. Access is restricted to the facilities and any toilets and access shall only take place during the designated time and for the permitted purpose. The Application Form in Appendix A will confirm the facilities that can be accessed.

10.2. No open flames are allowed. Smoking or vaping is not permitted anywhere on the site.

10.3. The hire of the Facilities does not include the use of any equipment, including PE, except where specifically agreed between the parties; such equipment will be detailed in the Application Form and may be subject to further fees; kitchens and catering equipment shall not be used unless approved by the academy subject to any conditions that may be imposed.

11. Performing Rights and Licenses

- 11.1. No copyright works shall be performed in the facilities without the licence of the copyright owner and the hirer shall indemnify the academy against any penalty or sanction for any copyright infringement that may occur.
- 11.2. The hirer shall not use the facilities for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained along with prior written permission from the academy.
- 11.3. The facilities shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the academy.
- 11.4. No alcoholic drinks shall be brought onto academy premises except where the Regional Operations Director agrees otherwise and where a licence has been obtained.
- 11.5. No film or video shall be shown or taken in the facilities without the academy's prior consent.

12. Health and Safety

- 12.1. The hirer is responsible for the health and safety of everybody using the Facilities (including first aid) and must make itself aware of the fire precautions and procedures in existence.
- 12.2. Electrical apparatus shall not be brought onto the facilities without the academy's consent, and all electrical equipment must have an 'in date' PAT test.
- 12.3. Animals, other than guide dogs, are not permitted in the Facilities without the written prior consent of the academy.
- 12.4. The hirer will leave the facilities in a clean and orderly state.
- 12.5. The disposal of any refuse arising from the use of the Facilities is the responsibility of the hirer.
- 12.6. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 or vulnerable adults, even if this is supervised.
- 12.7. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the academy site.
- 12.8. All clubs/organisations hiring the facilities must have the following policies in place:
 - ✦ Health and Safety
 - ✦ Quality Assurance
 - ✦ Safeguarding and Child Protection (if working with children).

13. Preservation of Order

13.1. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

13.2. The academy does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public in the facilities during the period of the hire. No equipment may be stored in the facilities.

13.3. The hirer must provide details of a “Nominated Responsible Officer” who must be present on site at all times of the agreed hire period. This person will be responsible for ensuring that the terms and conditions of use are adhered to whilst in the facilities and will also be the point of contact between the persons using the facilities and our E-ACT staff on site.

14. Responsibilities

14.1. The following responsibilities apply in respect of this policy:

- ✦ Board of Trustees – Responsible for approving the Policy
- ✦ Chief Operating Officer – Accountable for ensuring that implementation and compliance of the Policy is effective trust-wide
- ✦ Regional Operations Director – Responsible for ensuring compliance at a regional level
- ✦ Regional Facilities Manager – Responsible for approving lettings applications and ensuring compliance with the policy in the academies.

15. Monitoring and Compliance

15.1. Additional advice and support to help individuals comply with this policy can be sought from the Regional Operations Teams.

**Appendix A:
Application and Declaration Form**

Hirer	Full Name:	
	Address:	
	Postcode:	
	Telephone:	
	Email:	
	<i>If acting on behalf of a business, club, organisation etc. please state its full name and address plus your position there.</i>	
	Name of organisation:	
	Address:	
	Your position:	

Nominated Responsible Officer <i>(See point 12 of Terms and Conditions of Use)</i>	Responsible Officer: Name: Signed: Date:
	Secondary Responsible Officer: <i>(to act as responsible officer in absence of the named above)</i> Name: Signed: Date:

Areas and Facilities to be included in this Hire <i>(Please complete next section if this application is for a regular booking)</i>	Day/Date(s) Required:	Area/Facilities	Start time	Finish time							
Regular Bookings	Days of the week: <i>(please circle all days required)</i>	Start Time:	Finish Time:	No. of Weeks:							
	<table border="1"> <tr> <td>M</td> <td>T</td> <td>W</td> <td>T</td> <td>F</td> <td>S</td> <td>S</td> </tr> </table>	M	T	W	T	F	S	S			
	M	T	W	T	F	S	S				
First date required:		Last date required: <i>(or ongoing)</i>									
Area/Facilities Required:											
Further details	Event Title										
	Is the event/activity exclusively for 0-19 year olds?	Yes	No								
	Expected Numbers										
	Equipment										

	<p>Required (please list):</p> <p><i>Please note that hirer's own electronic equipment must be PAT tested. We can arrange this for a fee if necessary.</i></p>				
Payment	<p>Unless otherwise agreed, full payment must be returned along with this agreement, in order to secure your booking. Please make cheques payable to Nechells Primary E-ACT Academy.</p> <p><i>For block bookings of more than one term, payments may be made termly in advance. Please contact us to arrange this, prior to sending your completed form.</i></p>	Total Amount Attached:			
Insurance	<p>All hirers must have public liability insurance with</p>	Name of Insurer:			
Policy Number:					
Expiry Date:					
Limit of Indemnity:					
	<p>minimum cover of £5,000,000.00</p>	<p><i>Please enclose a copy of the insurance certificate when returning this form.</i></p>			
DBS checks / Certificates /Qualifications	<p>If this activity involves young people (under the age of 18), have all staff working with the children been Enhanced DBS checked?</p>	Yes	No		
	<p><i>If yes, please enclose copies of all certificates when returning this form</i></p>				
	<p>If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications?</p>	Yes	No		
	<p><i>If yes, please give details below:</i></p>				

References	Please give the contact names & addresses of two organisations we may contact for a reference (including previous/current premises used):			
	Name of organisation	Address	Tel no.	Email
	1.			
	2.			
<u>Declaration</u>	1. I have enclosed the appropriate amount for hiring charges		Yes	No
	2. I have read and agree to be bound by the TERMS & CONDITIONS OF USE		Yes	No
	3. I agree to indemnify the [E-ACT Academy against any claims for loss or damage		Yes	No
	or personal injury or any associated costs arising from this agreement		Yes	No
	Signature:			
	Name and Position:			
	Date:			
Return	Once fully completed, this application form, a copy of your public liability insurance certificate and your total fee due must be returned to the below address:			

FOR OFFICE USE ONLY	
Approval of hiring by Academy or Regional Facilities Manager:	
Agreement Date:	
Customer reference:	
Booking reference:	
Insurance check due:	

Community Use Pricing

If you are running a sports club or activity that is specifically aimed at residents in the local area or is beneficial to the local community or our pupils.

If you believe that your activity fulfils these criteria, please outline the reason for this below and we will confirm whether or not a community discount will be applied.