




Highfield  
Leadership Academy

## LETTINGS POLICY

We aim to provide a supportive, friendly learning environment that promotes high achievement, a desire to learn and respect for others.

Highfield Leadership Academy is committed to high achievement, effective teaching and learning and good relationships between staff, pupils, parents and the wider community. The Academy promotes the knowledge, skills and attributes essential for adult life in a rapidly changing technologically based society. The wider community is embraced as a valued contributor to pupils' attainment and personal

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Policy to be updated: 1 / 2 / 3 / 4 / 5 years	Update Due: <b>July 2017</b>
DDA Compliant: 	

## **Lettings Policy**

### **Introduction**

The Governing Body adopted the lettings policy set out below as indicated above. The academy recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

### **Definition of an academy letting**

A letting is defined as 'any use of the academy building and grounds by parties other than the academy'. Use of the premises for activities such as staff meetings, Governing Body meetings or where pupils are supervised by academy staff, are considered academy related and do not require a letting agreement.

### **Management of lettings**

The Principal is responsible for the management of lettings, in accordance with the Governing Body's policy. The Principal may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

### **Safeguarding**

The academy's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

If the Hirer is working with children they must follow the guidance issued in Working Together to Safeguard Children 2015.

It will be necessary for the hirer to undergo an enhanced DBS check 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 this requirement and any relevant Blackpool Safeguarding Children Board requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the academy any safeguarding concerns that may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request. They will also be expected to show they have robust Safeguarding arrangements in place and that there is a named "designated person" for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand up to scrutiny in line with the expectations of the academy or Academy.

Where the hirer is providing sporting activity or coaching, valid and current First Aid certificates must be in place when Academy First-Aiders are not present. Examples of web-links from sporting organisations that detail their procedures and policies are in Appendix 1 to support hirers who are providing sporting activities.

A certificate of public liability insurance must also be in place for the provider. Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the academy or academy premises.

An initial Safeguarding meeting may be appropriate prior to the beginning of a lease, to allow a briefing on how to report a CP concern in Blackpool and how to contact the LADO if there is a concern about the suitability of an adult to work with children, meeting the criteria stated below –

1. Behaved in a way that has harmed a child, or may have harmed a child;
2. Possibly committed a criminal offence against or related to a child;
3. Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

The person or group that is responsible for the hire or letting should be given the link to the BSCB website and made aware of the contact numbers for reporting a concern about a child.”

<http://www.blackpoolsafeguarding.org.uk/worried-about-a-child>

Schools and Academies are expected to pay due regard to the Prevent Duty 2015 and as such should not hire or lease academy premises or facilities to groups that have extreme ideologies, viewpoints or links. If a academy becomes aware of a Prevent concern regarding a group or individual using their premises and facilities or applying to do so, they should report their concerns through 101, through Children’s social care or Adult services or through any other official reporting routes available to them.

### **Considering applications for lettings**

The Principal or other designated members of staff will decide on the approval of the application with consideration to:

- Academy activities, priority at all times should be given to academy functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The academy’s child protection policy/procedure (*please refer to the above*)
- The academy’s Health & Safety policy, more particularly Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors /facilitators - a completed Risk Assessment will be required for all lettings.
- Adequacy of management procedures in place during the hire
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the academy.

## **Charges for a Letting**

The Governing Body is responsible for setting charges at the discretion of the Principal for the letting of the academy premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of academy equipment (if applicable);
- Profit element (if appropriate).

The Principal is to have discretion to set charges which incorporate a measure of flexibility in the case of

- Multiple lettings
- activities that contribute to the achievement of the academy targets and the aims/ethos of the academy.
- Lettings over consecutive days

The Charging Tariff will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination) in view of local rates. This review will take place to align with the financial calendar of the academy. Current charges will be provided in advance of any letting being agreed. Charges will be managed in line with the Charging and Remittance policy.

## **The Administrative Process**

Organisations seeking to hire the academy premises should approach the Principal (*or other designated member of staff e.g. extended services / community development staff*) who will identify their requirements and clarify the facilities available. A **Request Form** (a copy of which is attached to this policy) should be completed at this stage preferably via the academy website. The Principal or Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing.

Once the letting has been approved in principle the hirer will be asked to complete the hire agreement form and provide all associated documentation for sign off.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

The letting will not take place until the signed agreement and appropriate documentation have been returned to the academy.

Once a letting has been approved by the Principal (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and copy of the hire agreement. The person

applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current Charging Tariff.  
VAT is charged in line with guidance provided by the local authority.

Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

### **Public Liability and Accidental Damage Insurance**

The Hirer must prove to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A certificate of public liability insurance for a minimum of £2m, or £5m for more hazardous activities is required.

Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the academy or academy premises.

Neither the academy or Eric Wright FM will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Where requested by the school, the Hirer must hold employers liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

The Academy site manager will check that the premises are provided in a safe condition. The academy will maintain the premises to ensure the Health & safety of all uses, however it is the responsibility of the hirer to ensure the health & safety of all users of the building. The Academy will require the hirer to provide a risk assessment specific to the letting to ensure the health & safety of all users. In the event of any accident or incident the academy should be informed at the earliest opportunity and an accident/incident form completed.

The hirer must keep a register during their letting for use in an emergency evacuation and for safeguarding reasons.

In the event of an emergency, all occupants must leave the academy by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation

procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.

### **Use of the property /Facilities Management**

The Principal or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to academy functions.

The Academy retains the right to access the premises at all times during the letting period.

The Governing Body will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body of the academy.

Facilities Management is the responsibility of Eric Wright FM services.

All bookings will be documented and information provided to Eric Wright Facilities Management at least 2 weeks in advance of the letting.

Any special portorage requirements will also be provided to Eric Wright Facilities Management at least 2 weeks in advance of the letting where possible.

### ***Licencing***

#### **LICENSING ACT 2003 - ALCOHOL, MUSIC, PERFORMANCE OF DANCE, PLAYS AND LATE NIGHT REFRESHMENT**

A licence for any of the above activities is not necessary where a function is not open to the public. Thus weddings, private parties, or similar events are not licensable. Any event where tickets are sold (i.e. a public event) or where any alcohol is sold (or is provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice (TEN), which the Academy must submit to the Council's Licensing service.

Licensing information can be accessed through the Blackpool Borough Council's website

It is at the discretion of the Academy Principal/ Governing Body whether Alcohol is permitted on site.

#### **GAMBLING ACT 2005**

A hire application which involves gambling activities must be referred to the Council's Licensing Service for advice on how to proceed. No application should be accepted without express permission from the Licensing Service.

It is at the discretion of the Academy Principal/ Governing Body whether Gambling is permitted on site.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE ACADEMY PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### ***Status of the Hirer***

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire 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.

### ***Supervision of children***

At an event where the majority of attendants are children and the number of children in exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children’s and Young Person’s Act 1933.

### ***Working with children***

If the Hirer is working with children they must follow the guidance issued in Working Together to Safeguard Children 2015.

It is the responsibility of the hirer, as advised by the Principal, to ensure that they have complied with the requirement to undergo an enhanced DBS check if a particular letting involves contact with children and young people. The Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice 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 and of policies and procedures related to Safeguarding and Child Protection that are robust enough to stand up to scrutiny in line with the expectations of the Academy.

The hirer is also expected to pay due regard to the Prevent Duty 2015

### ***Charges***

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***.

### ***Variation of Scales of Charges and Cancellations***

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer’s responsibility to notify participants (parents where participants are of academy age), preferably in writing, of any changes in dates or venues at least one week in advance.

### ***Payment for letting***

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's Charging Tariff. Payment must be received by the academy either prior to or on the date of the letting taking place.

### ***Public Safety***

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the academy by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone. In the event of any accident or incident the academy should be informed at the earliest opportunity and an accident/incident form completed.

### ***Public Liability***

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.

A certificate of public liability insurance must be in place for the provider for a minimum of £2m, or £5m for more hazardous activities. Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the academy or academy premises.

### ***Employers Liability Insurance***

Where requested by the school, the Hirer must hold employers liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements.

### ***Indemnity***

The Hirer agrees to indemnify the Academy against all damages and/or losses reasonably incurred by the Council arising from the breach by the Hirer of any of the terms of this agreement.

### ***Alcohol / Liquor Licence***

Alcohol is not allowed to be sold or served on the premises unless permission is given by the Academy Principal/ Governing Body. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

### ***Gambling***

No gambling is allowed without written permission from the Academy Principal/ Governing Body and relevant licence from the licensing authority.



### ***Copyright Legislation***

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

### ***Use of facilities***

The premises shall only be used for the purpose and times agreed by the school. The Academy retains the right to access the premises at all times during the letting period.

The Hirer shall be responsible for registration of all users and the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for ensuring all users have left the premises and for supervising any children taking part in an activity until a responsible adult collects them.

### ***Furniture and Fittings***

Furniture and fittings shall not be removed or interfered with in any way. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### ***Academy Equipment***

This can only be used if requested on the initial application form, and if use is approved by the Principal (*or other person with delegated responsibility*). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of academy equipment they are using, and for the equipment's safe and appropriate use. Use of the academies resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the academy office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

### ***Hirer's Equipment***

The hirer should state on the hire agreement any equipment he/she intends to bring into academy. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the academy site **MUST** comply with the Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from academy within the time booked.

### ***Car Parking Facilities***

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the academy car parking facilities. Neither the academy nor Eric Wright FM will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

### ***Toilet Facilities***

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

### ***First Aid Facilities***

There is no legal requirement for the academy to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Where the hirer is providing sporting activity or coaching, valid and current First Aid certificates must be in place when Academy First-Aiders are not present. Examples of web-links from sporting organisations that detail their procedures and policies are in Appendix 1 to support hirers who are providing sporting activities.

### ***Food and Drink***

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to academy recycling facilities.

### ***Intoxicating Liquor/Drugs***

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

### ***Smoking***

The whole of the academy premises is a non-smoking area, and smoking is not permitted within academy buildings or on academy grounds at any time.

### ***Promotional Literature/Newsletters***

A draft copy of any information proposed for distribution which contains any reference to the academy must be sanctioned by the Principal (or delegated officer) at least one week prior to proposed distribution by the hirer.

## **ACADEMY LETTING - REQUEST FORM**

<http://highfieldhumanities.co.uk/about-us/lettings/>

## **HIRE AGREEMENT**

**Enc.**

### **Appendix 1**

**Examples of web-links from sporting organisations that detail their procedures and policies -**

<http://www.ecb.co.uk/development/ecb-coaches-association/insurance-and-insurance-faqs>

<http://www.ecb.co.uk/ecb/safeguarding-and-protecting-children/disclosure-and-barring-checks-and-ecb-vetting>

[http://www.englandnetball.co.uk/make-the-game/safeguarding/dbs\\_checking](http://www.englandnetball.co.uk/make-the-game/safeguarding/dbs_checking)