



## Fylde Coast Academy Trust (FCAT)

# Lettings Policy 2017-2019



*Fylde Coast Academy Trust (FCAT) aims to ensure the use of all its academies facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of the learners and secondly, for the local community.*

Policy Version & Issue Date	Version 1 First Version – February 2017
Policy Version & Issue Date / review / summary	Change in legislation
Electronic copies of this plan are available from	FCAT / Academy Website
Hard copies of this plan are available from	FCAT / Academy
Date of next review	February 2019
Person responsible for review	GFL / JMC

**WEB V1**

## 1. FCAT Policy and Conditions

1.1 The letting of FCAT premises shall not detract from the primary objective of FCAT as an education provider.

Although providing a vital link with the community and other organisations, the lettings shall be organised so that there is no disruption to the delivery of the curriculum and at no cost to the students of the academy or their education.

FCAT policy is to encourage the use of the premises i.e buildings, playing fields by students, parents, the community and organisations such as sports clubs, senior citizens groups and music workshops.

FCAT positively encourage individuals or groups who wish to make reasonable use of the premises, regardless of their race, gender, disability, sexuality or religion.

The income received by the letting of academy premises will be used to assist the Local Academy Councils to enhance and enrich the education and environment of the students.

### 1.2 Aims:

- To ensure that lettings are not in conflict with the fundamental purpose of the Trust / academy
- To support community involvement in the life of the academy
- To be consistent with the FCAT equality policy
- To maximize the commercial opportunity for lettings
- To ensure costs are fully calculated and covered
- To provide a professional service to users of the academy's premises

1.3 The responsibility for managing lettings rests with the local academy, within the overall guidance of the Trust policy.

1.4 A letting is defined as "Any use of the academy buildings and ground by parties other than the academy and its partners. This may be a community group such as a local football team or dance club.

1.5 The hirer will accept responsibility for being on the premises, being in charge of the premises let and for ensuring that all conditions of the letting agreement are observed, particularly those relating to management, behaviour, conduct and supervision whilst on FCAT premises.

1.6 The following activities fall within the corporate life of the academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget:

- Trust and local governor meetings
- Extra-curricular activities for students organised by the academy or the Trust
- Academy performances
- Parents' meetings / Evenings

1.7 All lettings must be consistent with FCAT core values. The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the Trust / academy, or are not able to be accommodated within the academy's facilities:

- Commercial activities with little potential to generate income or support for the academy
- Events selling or serving alcohol
- Activities promoting gambling
- Activities or events of a political nature
- Activities or events which might bring the academy or Trust into disrepute.

## 2. Due Diligence

2.7 Before any new user is able to hire any of the premises the Academy Trust will carry out any necessary due diligence checks to ensure that the organisation are a genuine organisation and they will only use the premises for the activity according to the terms of their hire agreement. This will include ensuring that the organisation are not linked in any way to activities which may bring the reputation of the Academy Trust into disrepute either locally or with the Educational Funding Agency.

**The Academy will ensure that any Hirer shall not sub-let the premises to another person.**

## 3. Security

3.1 The academy Business Manager and /or Lead Site Supervisor has delegated authority to determine the security risk for each letting and will be responsible for allocating continuous control measures.

## 4. Responsibilities

4.1 The day to day management and administration is undertaken by individual staff within each academy.

4.2 Each academy is responsible for:

- Managing the day-to-day lettings of the academy premises and ensure effective communication between all parties concerned
- Maintaining accurate records of all bookings
- Confirming bookings using the Academy Booking Terms and Conditions template
- Inspecting insurance documentation
- Raising invoices and chasing any outstanding payments
- Ensuring appropriate staffing - particularly ensuring an appropriately trained member of staff is present when any specialised equipment or accommodation is hired
- Booking duty site staff for lets , if required
- Ensuring facilities are as required by hirers
- Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use
- Providing a professional service to users of the academy's premises

## 5. Health and safety

5.1 No smoking is allowed on any site.

5.2 The academy has a responsibility to work within the framework of the law; however, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are held by the site supervisor.

5.3 Hirers must sign all required paperwork and abide by Academy rules, code of conduct and FCAT Health and Safety Policy and agree all T&C's associated with the letting.

5.4 The academy's telephone system may be used in the event of an emergency. The academy reserves the right to cancel any letting where the hirer fails to comply with health and safety issues (see Academy V1Review February 2019 GFL

Booking Terms and Conditions).

5.5 The academy requires any electrical items used to have a PAT certificate. The Business Manager in consultation with the Site Manager will monitor the number of people on site with regard to safety in the event of a fire and insurance.

### **6. Safeguarding**

6.1 All hirers who provide activities for children and young people are required to complete the Academy Booking Terms and Conditions template which indicates they have appropriate Health & Safety, Child Protection, Safeguarding etc policies. Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to any body to whom the the DBS.If a particular letting involves contact with academy students all personnel involved must have appropriate recruitment and vetting checks in accordance with DCFS guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the academy to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence. These checks must be made by prior arrangement with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with FCAT students (for example, at an after school sports club) must be appropriately qualified.

### **7. Refusal**

7.1 FCAT reserves the right to refuse to let the premises to any group or individual for purposes that are inconsistent with the core values of the Trust.

### **8. Cancellation**

8.1 The Academy reserves the right to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the Academy shall not otherwise be liable for damages in respect of such cancellation.

### **9. Complaints**

9.1 In the event of a hirer being dissatisfied with the facilities or service, the academy will investigate in line with the FCAT Complaints Policy.

## ACADEMY BOOKING TERMS AND CONDITIONS

Dear Client,

*Please do read the information in this document as it contains essential information regarding your hire of FCAT premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all academy facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.*

Hire of these premises is subject to the following conditions:

### 1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire of Academy Premises form attached to these terms and conditions, have adequate Public Liability Insurance cover in place and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Academy staff on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire of Academy Premises form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the Academy's premises. If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer.
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The Academy will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Academy site with the Academy's prior agreement. The Hirer is requested to inform the Academy in advance if the media is expected.
- 1.9 The Hirer agrees to pay the Academy on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 No intoxicating liquor shall be included in the refreshments available.
- 1.11 Parking is only permitted in the designated areas. Vehicles must not be parked where they would cause an obstruction. The Academy cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the Academy premises.
- 1.13 The Hirer is responsible for ensuring the Academy's pupils' property; work or equipment is not interfered with in any way.
- 1.14 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Academy of any absence without delay by contacting the academy on INSERT TELEPHONE. A charge is levied whether or not the facility is used.
- 1.15 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.
- 1.16 All furniture should be returned to its original position at the end of the let.
- 1.17 The Academy prohibits the use of fireworks.
- 1.18 No candles are permitted on site.
- 1.19 No smoking is allowed on the Academy site.
- 1.20 Refreshments may only be consumed in INSERT LOCAL REQUIREMENTS. No food and drink may be served or consumed in any other areas.
- 1.21 Authorised staff of the Academy may enter the premises at any time for any reason during the let.
- 1.22 The Academy may terminate the letting if the Hirer fails to comply with the Academy Booking Terms and Conditions or with Fire or Health and Safety regulations.
- 1.23 Any event deemed to bring the Academy's good name into disrepute can be cancelled at any time by the Academy
- 1.24 Publicity materials used must be approved by the Academy in advance.

1.25 The hirer is responsible for carrying out a risk assessment. The Academy will require the hirer to provide a copy of this assessment.

1.26 Should the hirer need to call the emergency services during a let the duty site supervisor must be informed.

1.27 INSERT LOCAL REQUIREMENTS ON RECYCLING ANY WASTE MATERIALS.

1.28 If specialised equipment or accommodation is included in the hire, this may only be used when an appropriately trained member of academy staff is present.

### **2. Site Supervisor Responsibilities**

The Site Supervisor is the Academy's representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting, the following are adhered to:

2.1 That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy

2.2 That the premises are in a safe and satisfactory condition for the Hirer

2.3 That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.

2.4 That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition and to complete fit for activity form.

2.5 That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.

2.6 That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the academy or its contents

2.7 That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.

2.8 Site Supervisors do not have authority to change any aspect of these terms and conditions.

2.9 Duty staff will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.

2.10 Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

### **3. Health and Safety**

Hirers who use the premises to hold classes for children must complete the Academy's Safeguarding forms, and also provide a Child Protection and Safeguarding Policy which the Academy will hold on file.

3.1 It is illegal to smoke on any part of the Academy site.

3.2 Permission to use the premises will not be granted if, in the opinion of the Academy, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Academy activity. Hirers are requested to respect the Academy's neighbours' rights.

3.3 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.

3.4 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.

3.5 The Hirer is responsible for arranging first aid provision for the period of hire. There is no legal requirement for FCAT to provide first aid facilities for the Hirer.

3.6 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the Academy unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or his representative) is present.

3.7 The Security Alarm System will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.

3.8 Any electrical equipment brought by the Hirer onto the school site **MUST** comply with FCAT code of practice for portable electrical appliance equipment. The intention to use any electrical equipment must be notified on the application form.

### **4. Additional facilities**

4.1 No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided.

4.2 The use of sticky tape on any surface is prohibited.

4.3 Chairs and furniture may not be removed from their existing locations without the Academy's consent

4.4 No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.

4.5 Use of the Academy's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.

4.6 The Academy must be advised if food is being brought onto the premises. ADAPT FOR LOCAL REQUIREMENTS

4.7 The use of a film projector with non-flammable films may be permitted on request.

**5. Care of under 8's**

5.1 The legislation for the registration of day care is set out in the Children Act 1989. If you have children under 8 who attend sessions run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered. If this applies, the Hirer must confirm that all necessary registrations are in place.

**6. Insurance cover**

6.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.

6.2 If the hirer cannot provide evidence of adequate cover, the hire will not be permitted.

**7. Copyright and Public Performances Licences**

7.1 The Hirer shall indemnify and keep indemnified the academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

**8. Evacuation Procedure**

8.1 The Hirer must ensure they and anyone attending their event are familiar with the Evacuation Procedure in the event of an emergency.

8.2 The Hirer should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. The fire evacuation routes are displayed and must be followed. If any person is missing, they are responsible for advising the Site Supervisor immediately.

8.3 In the event of an emergency INSERT LOCAL EVACUATION PROCEDURES

**The XXXXXXXX agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.**

**- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.**

**- The Hirer shall not sub-let the premises to another person.**

**- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.**

**Signatures:**

**(The Hirer)..... Date:**

**(On behalf of the  
XXXXXXXXXXXX) .....Date**

## FCAT CODE OF CONDUCT (Visitors/Lettings / Hirer)

To ensure that everyone has a safe and enjoyable visit we ask that all groups:

### Visitor Code of Conduct

For the enjoyment and welfare of all our visitors we ask you to behave responsibly during your visit to XXXXXXXX Academy, and follow these simple guidelines:

All visitors:

- Please park in the designated car park
- Pick up and dispose of all your litter in the bins provided.
- Take no food or drink into the sports hall/gym/dance
- Activity / Group leaders take full responsibility for the behaviour of all the children/students / participants in their group whilst on site.



## Equality and Diversity Impact Assessment

Date: 20/02/2017	Lettings Policy	Assessor: GFL
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Number	Protected Characteristics	Any Concerns Arising?	Details of Concerns	Recommendations
1	<b>Disability</b>			
	Example: physical disabilities, learning difficulties or medical needs	x	Potential accessibility issues	Make a range of accessibility tools available e.g. 'text to audio', large text, etc., as needed.
	Young carers/carers			
2	<b>Gender</b>			
	Females/Males			
3	<b>Sexual Orientation</b>			
	Example: Gay, lesbian			
4	<b>Gender Reassignment</b>			
	Gender Reassignment			
5	<b>Race/Ethnic Group</b>			
	Example: Black, Asian, Chinese, etc.			
6	<b>Pregnancy/Maternity</b>			
	Pregnancy or maternity/paternity			
7	<b>Marriage/Civil partnership</b>			
	Marriage/Civil Partnership			
8	<b>Religion or Beliefs</b>			
	Example: Jewish, Muslim, Christian etc.			
9	<b>Age</b>			