

Letting and Community Use Policy

Introduction

The Governing Body regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the Academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The Academy's delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of the premises by an outside organisation must be reimbursed to the Academy's budget.

Definition of a Letting

A letting may be defined as "any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the Academy premises. A charge will be levied which covers 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).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Finance and General Purposes Committee, for implementation from the beginning of the next financial year: with effect from 1st September following. Current charges will

be provided in advance of any letting being agreed. See Appendix A – Pricing for 2015/16.

VAT

In general, the letting of rooms for non-sporting activities are exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from the Finance Director.

Management and Administration of Lettings

The Principal is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, 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, she will consult with the Chair of the Finance and General Purposes Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the Academy premises should approach the Finance Office who will identify their requirements and clarify the facilities available. An Initial Request Form (a copy of which is attached to this policy) should be completed at this stage. 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 formally confirmed.

Once a letting has been approved, 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 the hire agreement. The letting should not take place until the signed agreement has been returned to the Academy. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

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

All lettings fees which are received by the Academy will be paid into the Academy's bank account, in order to offset the costs of services, staffing etc. (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Public Liability and Accidental Damage Insurance

As an alternative to asking each organisation to separately arrange public liability insurance (see terms and conditions), the Governing Body has taken out a single policy covering all lettings, and will recoup the cost of the insurance premium via the lettings fee which is charged to individual hirers.

All hirers must have sufficient Third Party Liability Insurance. A copy of insurance documents relating to the various lettings are to be held on a central file at the Academy.

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.

Persons may have to undergo, at the discretion of the Governing Body, a disclosure and barring (DBS) check. If a particular letting involves contact with the Academy's students, all personnel involved must undergo a DBS check, in accordance with Government guidance. These checks must be made by prior arrangement with the Principal, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the Academy's students (for example, at an after Academy sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in Academy's.

Priority of Use

The Principal will resolve conflicting requests for the use of the premises, with priority at all times being given to Academy functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

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/student ratios at all times.

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.

Damage, Loss or Injury

The Governing Body has arranged appropriate public liability insurance to cover all 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 pro-rata cost of the insurance premium has been included in the hire charge.

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

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. 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, are permitted. 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 its use is approved by the Principal. Responsible adults must supervise the use of any equipment which 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.

Electrical Equipment

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 have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

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, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Academy's resources is not available.

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.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the Academy premises including grounds (carparks, sports pitches etc) are non-smoking areas, and smoking is not permitted.

Heels and Shoes

No stiletto or any type of thin heel is to be worn in the Gyms, Dance Studio, Drama Studio and Fitness Suite. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy against all sums of money which the Academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

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

Charges

Hire charges are reviewed annually. A full quotation will be provided on request.

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 the Academy and 7 days' notice is given by the Hirer. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security and Site Supervision

The Governors will hire and pay for a person to be responsible for the security and supervision 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 should not be passed to any other person without direct permission of the Governing Body of the Academy.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Principal or members of the Governing Body from the Finance and General Purposes Committee (or suitable alternative) may monitor activities from time to time.

Conclusion of the Letting

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 cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the Academy by the nearest exit and **assemble at the designated fire assembly point**. The Hirer must have immediate access to participants' emergency contact details and may use the telephone in the Academy office in the event of an

emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Principal a week prior to distribution by the Hirer.

Community Use of the Academy Buildings

Ormiston Sandwell Community Academy would like to share its' facilities with the wider community during the evenings, weekends and Academy holidays to enable groups and clubs to host events, sporting activities, evening classes, parties and functions. We are able to offer ample on site car parking facilities with designated disabled parking bays.

What we have to offer:

Great Hall:

The Great Hall has moveable seating for up to 250 people; this is an ideal area for public meetings, concerts, small theatre productions, conferences, presentation evenings and parties. The area has a comprehensive sound and lighting system as well as audio visual facilities. Use of the sound, lighting and audio visual facilities is dependent on hiring one of our technicians. These are usually available at minimal cost to support your production. There is a moveable partition between the Great Hall and the Foyer which can be opened to create a larger open plan space for bigger events.

In addition to the formal area of the Great Hall, the Academy dining area can also be used for functions.

Sports Gyms:

The Academy has two gyms which are available for all indoor sporting activities including 5-A-Side Football, basket-ball, netball, badminton, keep fit, Zumba and martial arts etc.

Sports Pitches:

- Astro turf – 3G full sized pitch suitable for Hockey and football
- 3 Tennis courts / netball pitches
- 2 full size grass football pitches including run off, one pitch will be marked out for Rounders, Hammer, Discus and Javelin throwing

Dance/Activity Studio:

The Academy has a professionally equipped dance studio with a wall of mirrors, dance bars and a sprung floor.

Multi-gym:

A complete fitness suite with 24 workstations and some free weights.

Fitness room:

Smaller room than the gyms but suitable for exercise classes such as Zumba and Yoga.

Drama Studio:

The drama studio has been professionally equipped with lighting and blinds.

Community Operating Hours:

- Monday to Friday 5.00pm until 9.00pm
- Saturday and Sunday 8.00am until 9.00pm (extended opening by prior agreement with the Principal and Facilities Manager)
- The astro turf will be floodlit from 6.00pm until 9.00pm only, the walkways will remain lit to allow users to leave the area safely.

For more information and prices with regard to hiring any of the Academy facilities, please contact Finance on 0121 552 5501 or email:

finance@ormistonsandwell.org.uk

If you would like a bespoke conference, presentation evening or public meeting arranging, please contact us to discuss your requirements.

Date approved: May 2015

Date to be reviewed: May 2018

Name of Governor: _____

Signed: _____

ACADEMY LETTING - INITIAL REQUEST FORM

Name of Applicant:

Address:

Telephone Number:

Name of Organisation:

Activity of Organisation:

Details of facilities to be hired:

Day of Week Requested:

First choice:

Second choice:

Third choice:

Start Time:

Finish Time:

(Please allow time for your preparation and clearing up)

Dates Required:

Use of Academy Equipment (please specify your request):

Details of any Electrical Equipment to be brought:

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Relevant Qualifications of Supervising Adults:

Where applicable have DBS checks been carried out?

Dates during the year when the facilities will be unavailable due to Academy use or closure will be issued at the beginning of the Academy year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information:

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: _____

Date: _____

Position:

HIRE AGREEMENT

1. The Governing Body of Ormiston Sandwell Community Academy, Lower City Road, Oldbury, West Midlands. B69 2HE

2. The Hirer:

Address:

Telephone number:

3. Areas of the Academy to be used:

4. Specific Nature of Use:

5. Maximum Attendance:

6. Details of any Academy Equipment to be used:

7. Date(s) of Hire:

8. Period(s) of Hire:

9. Fee (specify per hour or per session):

£

10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

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

12. 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 for the activity provided.

Signature:

Hirer)

(The

Signature: _____ (On behalf of the
Governing Body)

Date:

APPENDIX A

Pricing for 2015/16

Outdoor Facilities:

- Floodlit Astro Pitch £90 per hour – Full pitch
- Floodlit Astro Pitch £50 per hour – Half pitch
- Floodlit Astro Pitch £35 per hour - Third pitch
- Grass Pitch £15 per match (1 and ½ hours)
- Tennis court £5 hour
- Netball court £12.50 hour

Indoor Facilities:

- Great Hall – On request dependant on requirements
- Dance Studio £25 per hour
- Gyms £25 per hour
- Drama Studio £25 per hour
- Multi-gym £25 per hour
- Fitness room £20 per hour
- Classroom £6 per hour

Bespoke packages will be priced according to individual requirements.

All sports bookings will be subject to 20% VAT which will be charged in addition to the above prices unless 10 sessions are booked and paid for in advance.