



## Zest Academy Trust

### Lettings policy

Approved & Adopted by Trust Board: 25 June 2019

Review Period: Annual

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Person Responsible: CFO

Version Number: 3

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Registered in England No. 8087508 Company Limited by Guarantee

## Introduction

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Zest Academy Trust is committed to making the best use of its facilities occupied by its academy. When not required by the academy, the premises may be let to external organisations.

The intended purpose is to benefit the academy community; however, the academy understands that extending the use of the premises to the wider community allows us to boost our income and provide an advantage to the clubs and groups who will use our facilities.

The academy endeavours to positively contribute to increasing participation in sport and physical activity in the local community.

This policy clearly sets out the rules and procedures the academy expects hirers to follow when using the facilities.

## Roles and responsibilities

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### The Trust

The Trust including the executive team are responsible for:

- Approving this policy and ensuring that it is reviewed regularly
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community
- Agreeing the terms and conditions of hire for lettings
- Ensuring that the appropriate insurance arrangements are in place
- Ensuring the appropriate health and safety arrangements are in place
- Ensure that academy leaders are aware of their responsibilities relating to this policy

### Academy leaders

Academy leaders are responsible for:

- Accepting and rejecting applications to hire the premises
- Reporting all applications to the Trust Board
- Ensuring that the appropriate insurance arrangements are in place for hiring out the premises and notifying the Trust Board of these
- Ensuring the appropriate health and safety arrangements are in place and notifying the Trust Board of these
- Ensuring the hirer has the appropriate public liability insurance in place

- Working with the premises team to ensure the premises is fit for purpose
- Ensuring hirers familiarise themselves with the appropriate policies and procedures such as, first aid, health and safety and so on
- Reviewing and where necessary, amending the academy's lettings academy premises risk assessment to help ensure the safety of the hirer and their visitors
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the Trusts and academy's policies.

### **Premises Team**

The premises team are responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer
- Work with hirers to ensure high levels of security are maintained
- Showing hirers how to properly secure and lock premises after use (If necessary)

### **Hirers**

Hirers are responsible for:

- Full completion of all the lettings application form
- Obtaining adequate public liability insurance to a minimum of 5 million and providing proof to the academy
- Ensuring the proper use of the facilities and equipment they have requested to use
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself
- Ensuring all related visitors and volunteers have signed in during their period of hire
- Leaving the premises in a clean and tidy condition
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the academy leader (if appropriate)
- Review and adhere to all academy policy and procedures provided
- Review and adhere to the academy's letting academy premises risk assessment

### **Emergences and health & safety**

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- On-site telephones are available in case of an emergency
- Fully stocked first aid kits are available onsite and the hirer will be shown their location
- First aiders will not normally be onsite unless by prior agreement
- Smoking is not prohibited on the premises at any time

- Alcohol will not be brought on to, or consumed on, the premises unless the academy holds a licence to sell alcohol and this has been agreed in writing with the Trust board
- The hirer will be shown the academy's fire exits and evacuation points on arrival.

### The lettings process

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A lettings application pack is available from the Trust or academy website, alternatively you can request a copy via email or telephone.

Once completed all applications should be submitted to the academy at least two weeks before the letting is to take place. For a regular booking or block booking only one application form needs to be submitted. An application form is available in appendix a.

Following the application being accepted, the academy will take a deposit of 10% of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring. The remaining fees will be invoiced and should be paid before or on the day of the hire of the premises. If the booking is a block or regular booking then invoices will be issued on a monthly basis. Fees can be made via cheque or bank transfer.

Sub-letting of any form is strictly prohibited. If the trust receives any evidence pertaining to plans to sub-let the academy premises, all bookings the hirer has made with the trust will be cancelled.

### Fees

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The Trust reserves the right to make a charge for the use of the academy premises. The charge will vary depending on the facilities used and the category of the letting. Charges are displayed in appendix c

### Terms and conditions

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The hirers acceptance of a booking confirmation is deemed as acceptance of our terms and conditions of hire.

Terms and conditions are displayed in appendix b

### Monitor and review

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This policy will be reviewed every two years, or earlier, following a significant incident or a change in guidance or legislation.

Appendix A – Booking form

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Details of hirer

Name of Organisation:	
Name of Hirer:	
Address:	Post Code:
	Tel No:
	Tel No 2:
	Mob:
Email address:	

Details of billing person

Name of billing person:	
Address:	Post Code:
	Tel No:
	Tel No 2:
	Mob:
Email address:	

Type of accommodation required

Sports hall	<input type="checkbox"/>
Second hall	<input type="checkbox"/>
Meeting room	<input type="checkbox"/>
Classroom	<input type="checkbox"/>
Outside space	<input type="checkbox"/>
Requirements of letting	

Date of letting:		
Time of letting:		
Purpose for which letting is required:		
If the letting is of a commercial nature, please supply details:		
Will the general public be admitted?		YES / NO
Is copyright/recorded music to be performed/played:		YES / NO
Approximate number of people attending:		
Equipment required from the academy:		
Equipment being provided by the hirer:		
Other additional requirements:		

By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.



Name

.....  
.....

Signed.....

Date.....



## Appendix B – Conditions of hire

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1.1 The hiring of the academy premises is permitted only on these conditions and the Trust retains an absolute right to refuse the letting of the premises. Acceptance of a booking confirmation is deemed to be acceptance of these conditions. The hirer must nominate at least one person who will be on site during the period of the letting to ensure that these conditions are adhered to. The academy may terminate the letting if any of the conditions of hire are not adhered to.

1.2 The hirer must be over the age of 18, have completed the booking form and have adequate public liability insurance cover in place to protect the hirer against injury, loss or damage caused to third parties or their property.

1.3 The lettings 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 premises to them or of creating any tenancy between the academy and the hirer.

1.4 The hirer is forbidden to use or allow any activities with illegal or immoral purposes. Any event deemed to bring the Trust's name into disrepute can be cancelled at any time.

1.5 The hirer must observe the relevant copyright and public entertainment laws.

1.6 All publicity for the hiring must be approved by the Academy Leader in advance. Notices can only be displayed within the academy site with prior agreement of the Academy Leader. The hirer must inform the academy if interest from the media is expected.

1.7 The hirer will not assign or sub-let the booking to any other party.

1.8 The Trust does not accept responsibility for any accident or injury or loss or damage of property that may occur during the period of the letting.

1.9 The Trust reserves its right of access to the premises during the letting.

1.10 The Trust reserves the right to impose special conditions in respect of any letting to protect its property or employees. Any special conditions will be confirmed to the hirer in writing prior to the letting.

2.1 Safeguarding children and young people is of paramount importance. Hirers may be asked to produce or undergo DBS checks and produce appropriate qualifications.

2.2 The hirer must make him/herself aware of the Trust's health & safety policy and emergency procedures and abide by the rules. Fire exits and routes must be kept clear at all times.

2.3 The hirer is responsible for carrying out their own risk assessment of their activity/event.

2.4 Smoking is not permitted within the academy buildings or grounds.

2.5 No intoxicants, including alcohol shall be brought onto or consumed on the premises.

2.6 Refreshments may only be consumed on site by prior agreement.

2.7 Electrical equipment may only be brought onto academy premises by prior agreement.

2.8 Parking is only permitted on site by prior agreement. If car parking is allowed, vehicles must not cause an obstruction.

2.9 Fireworks, candles and equipment of an inflammable, explosive or dangerous nature are not permitted on the premises.

2.10 Academy equipment cannot be used without prior consent. The hirer must ensure that the fabric, fittings and contents of the building/grounds are not interfered with or misused in any way. Pupils' work must not be touched.

- 2.11 The number of people attending the event must not exceed the numbers indicated on the booking form. The hirer is responsible for providing adequate supervision to maintain order, safety and good conduct and where applicable, must adhere to the correct adult/pupil ratios at all times.
- 2.12 Only the areas hired can be used during the letting period.
- 2.13 The area must be left clean and tidy after the event. Chalk, resin or polishing materials may not be used on floors.
- 2.14 Any damage must be reported immediately to the Premises Manager.
- 2.15 Rubbish must be bagged up and put into the bin.
- 2.16 The hirer must ensure that people attending the event understand that they do so at their own risk.
- 2.17 The booking form must include set-up and clear-up time and the event cannot exceed the times booked.
- 2.18 The hirer is responsible for making his/her own first aid arrangements.
- 2.19 The hirer must take security precautions and on no account leave doors propped open or leave the site vulnerable to intruders in any way.
- 2.20 Any accidents or near misses that occur must be reported to the Academy Leader at the earliest opportunity.
- 3.1 A current schedule of hire charges is included in the lettings policy. Charges are reviewed annually.
- 3.2 If the event exceeds the booking time or requires a call out to the Premises Manager, extra charges may be levied.
- 3.3 The hirer agrees to pay the academy the cost of any repairs or making good any loss or damage arising out of or incidental to the hiring.
- 3.4 The Trust reserves the right to charge 25% of any booking cancelled less than two weeks before the date of the event.

### Appendix C – Letting fees

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The fees that the Trust will charge are outlined below. If the booking is for more than 3 hours then the subsequent hours fee will apply after the third hour.

For example

4 hours for sports hall use on a Saturday morning would be charged at the following:

3 hours @ £30 + 1 hour @ £15 = £105

Area	Weekdays	Weekends & bank holidays	Subsequent hours (all categories)
Sports hall	£25 per hour	£30 per hour	£15 per hour
Second hall	£20 per hour	£25 per hour	£15 per hour
Meeting room (accommodates up to 15 people)	£20 per hour	£25 per hour	£15 per hour
Classroom (accommodates up to 30 people)	£20 per hour	£25 per hour	£15 per hour
Outside space	£20 per hour	£25 per hour	£15 per hour

#### Notes

- Access to toilets is included in the lettings charge
- Limited car parking facilities are available
- Long term / block booking letting charges may be negotiated
- Invoices must be paid within 4 days from the date of the invoice
- Hirers must observe the conditions of hire
- Additional facilities may be offered as part of the booking (i.e. the use of IT equipment).