

Ormiston Denes Academy

Lettings Policy

Date adopted: April 2019

Next review date: April 2021

Policy Version Control

Policy prepared by	OAT Mandatory Policy
Responsible committee	Finance (Estates)
Date approved by committee	
Date ratified by LGB (if required)	
Description of changes from the model policy (if any)	

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1. ADOPTION

The Governing Body at Ormiston Denes Academy have adopted the lettings policy set out below.

2. INTRODUCTION

The Governing Body will make every reasonable effort to ensure the academy building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the academy in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

2.1 DEFINITION OF A LETTING

A letting may be defined as ‘any use of the academy premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its pupils.

2.2 CHARGES FOR A LETTING

The Executive Finance Director and the Premises and Facilities Manager are responsible for setting the charges for the letting of the academy premises, as set out in the approved scale of lettings charges (Appendix A).

3. APPLYING TO USE THE ACADEMY

Applying to use the academy premises should be made to the Sports Centre Assistant Manager and the letting agreement should be filled in prior to commencement of the event.

The Sports Centre Assistant Manager will resolve any conflicting requests for the use of the premises, with academy functions always receiving priority.

The Sports Centre Assistant Manager is responsible for the management of lettings, in accordance with the academy’s policy, but the Principal retains overall responsibility.

If the Sports Centre Assistant Manager/Principal has any concern about the appropriateness of a particular request for a letting, he/she will consult the Premises and Facilities Manager/Principal, who has the authority to determine the issue on behalf of the Governing Body.

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 confirmed in writing.

4. LETTING AGREEMENT

Once a letting has been approved, contact will be made with the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the booking form (Appendix C).

The letting agreement needs to be signed and returned to the academy before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting, unless an alternative payment method has been agreed.

All letting fees will be paid into the academy's bank account to offset the costs of services, staffing etc.

4.1 TERMINATION OF LETTING AGREEMENT

The Principal, or the Chair of Governors, has the immediate power to terminate any letting agreement relating to the hire of the academy premises, in accordance with the terms and conditions of the model agreement attached.

5. SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the academy for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Criminal Record Bureau checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

The academy would direct all potential hirers to the academy's Child Protection & Safeguarding Policy, available on the academy website www.ormistonden.co.uk

APPENDIX A: CHARGES

Hire Charges

Sports Hall	Per hour	£25
Gymnasium	Per hour	£15
Artificial Training Pitch	Per hour	£40 floodlit, £30 unlit
Dance Studio	Per hour	£15
Grass Football Pitch	Per match	£30
Grass Rugby Pitch	Per match	£25
Grass Hockey Pitch	Per match	£20
Artificial Cricket Pitch	Per match	£20
Outside Tennis Courts	Per hour per court	£5
Outside Netball Courts	Per hour per court	£8
Dining Hall	Per hour	£15
Assembly Hall	Per hour	£30
X-CESS Fitness Suite	Per Session	£3
	Per Month	£20

All costs are per single use. For block bookings or longer periods a special rate may be agreed. Contact the Sports Centre for more details.

Sports Equipment (balls, bats, racquets etc) available for hire, please call for details.

APPENDIX B: TERMS AND CONDITIONS OF LETTING OF THE ACADEMY PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to any organisation or group with an unlawful or extremist background. The letting 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.

2. CRIMINAL RECORD BUREAU (DBS) CHECKS

It may be necessary for the hirer to undergo a criminal record check via the Disclosure and Barring Service (DBS). 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 the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise 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 on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the academy premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

Clubs or organisations shall produce the policy of insurance and receipts for the current premium or

premiums upon request by the Principal or Governing Body within seven days of a request. Small groups or individuals would be covered under the academy's hirers' liability cover.

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

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the academy premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the academy the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the academy's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Principal via the Sports Centre Assistant Manager / Lettings Staff

- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises (appendix D), the escape routes, assembly point (rear academy field adjacent astro pitch), and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Principal.
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form and Lettings Staff made aware in advance. The Academy and Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the academy of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested. No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 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.

6.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the academy to provide first aid facilities.

The academy holds an Automated External Defibrillator (AED) on site.

The James Paget Hospital is within 6 miles of the academy.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required. Hall floors are used by children for physical education and no substance or tape is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in academy buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 FOOD AND DRINK

No food and drink is to be consumed within the sports hall, main hall, gymnasium, astro pitch or areas of physical activity. Food and drink may be consumed in other locations.

6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where agreed in advance with the Sports Centre Assistant Manager.

Should use of these areas require additional academy staff and/or additional cleaning, the Sports Centre Assistant Manager will confirm this at the point of agreement.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Principal or Chair of Governors, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING

The whole of the academy premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the academy premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

When exiting the premises hirers are reminded that the academy is sited within a residential area and the neighbouring properties should be respected.

6.10 DISPOSAL OF WASTE

The hirer must comply with the academy's arrangements for disposal of any rubbish or waste materials. This will be confirmed by the Sports Centre Assistant Manager based on requirements.

6.11 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the academy premises without written consent in advance by the Sports Centre Assistant Manager.

6.12 RULES

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

6.13 ACADEMY USAGE

It must be made clear that academy activities will take priority over lettings usage. From time to time academy events may require the delay or postponement of activity, Open Evenings for example.

The academy may require prolonged access for maintenance to improve facilities, for example painting or refurbishing floors. Advance warning will be given of such events.

6.14 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

6.14 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

6.15 STORAGE ANCILLARY TO THE LETTING

The permission of the Sports Centre Assistant Manager must be obtained before goods or equipment are left or stored on the premises, except that the Principal is authorised to grant permission for the overnight storage of goods and equipment brought to the academy for a particular event.

6.16 LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

6.17 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the academy. In particular the Hirer must ensure that access to the academy by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the academy should avoid undue noise on arrival and departure.

Vehicles are parked on the academy grounds at the owner's risk, the academy cannot be held responsible for any damage to vehicles parked on our premises.

6.18 TOILET FACILITIES

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

6.19 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Principal or any other academy staff member may monitor activities from time to time).

6.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

APPENDIX C: BOOKING FORM

Booking Form

Organisation Name/Individual:

Address:

Postcode:

Telephone:

DAY

EVENING

Email:

Facility Required:

3G Pitch

Gymnasium

Dining Hall

Tennis Court

Football Pitch

Hockey Pitch

Sports Hall

Dance Studio

Assembly Hall

Netball Court (outside)

Rugby Pitch

Artificial Cricket Pitch

Booking Required: DAY

WEEKLY

DATE

Time Required:

ARRIVE

DEPART

DECLARATION

I have read, understood and agree to adhere to the Terms and Conditions and accept that if they are not followed, then I may have my booking terminated.

Signed: _____

Date: _____

Signed: _____

Date: _____

Sports Centre

Please Note:

It must be made clear that any personal items that are brought into the centre are the responsibility of that person. If these items are lost, stolen or damaged in any way then no claim can be made against The Ormiston Denes Academy. Any insurance claims are to be made against personal home/contents insurance.

APPENDIX D - FIRE EVACUATION DETAILS



**ORMISTON
DENES ACADEMY**

Fire Evacuation Plan

Action to be taken on discovery of a fire

- Raise the alarm by breaking the glass of the nearest fire alarm box.
- Evacuate (using a designated route, primary or secondary according to the map, even if this means a longer walk to the fire assembly point. **DO NOT RE-ENTER THE BUILDING.**
- Everyone to go to fire assembly station on the field in front of the astro turf.
Students to line up alphabetically in register order, in a single line and in silence.

Tutors MUST learn the number where your tutor group should assemble. Line up in your tutor group and take the register. Remain with your tutor group until further instructions are received.

Unaccounted for students

Each form tutor will be issued with a blank registration from their HoH/PSO. The form tutor is to complete the register and then hand it to Head of House informing them of any anomalies. Tutors are responsible for their form group throughout the drill and must actively ensure the group remain silent.

Members of staff not normally attached to a tutor group, who are detailed to take the register for absent colleagues, must consider themselves in charge of that group throughout the fire drill. If, for any reason during the line up a tutor group is seen to be without a member of staff, this should be covered immediately by a member of the cover team.

Fire Evacuation Officers

Fire Officer	Mr J Lowden
Deputy Fire Officer	Mr J Nixon/Mr A Donovan
Staff Register	Miss S Watson/Mrs E Forsdicke
Register Issue	Attendance & Family Welfare Officer - Miss M Halsey (Deputy - Mrs H Turpin)

FIRE STATIONS

FIELD

	ENQUIRE	ENDEAVOUR	VENTURE	INSPIRE	
	1 2 3 4 5 6 7 8 9 10 11	12 13 14 15 16 17 18 19 20 21 22	23 24 25 26 27 28 29 30 31 32 33	34 35 36 37 38 39 40 41 42 43 44	45 46 47 48 49 50 51 52 53 54 55
STAFF (NON-TUTORS) GOVERNORS VISITORS					
	COURTYARD			ACADEMY	

PLEASE DISPLAY IN ALL TUTOR ROOMS AND OFFICES

(Review d October 2019)