



THE EAST MANCHESTER ACADEMY

LETTING POLICY

Revised November 2011

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, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a letting

A letting may be 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 music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

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.

- Governing body meetings
- Extra-curricular activities for students organised by the Academy
- Academy performances
- Family learning
- Parents’ meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as:

Priority for lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Lettings to ethnic minority groups such as mother tongue or supplementary Academies
- Educational activities open to Academy students and their families
- Recreational activities open to Academy students and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the Academy
- Lettings to people living in the Academy’s local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Faith groups
- Lettings to women’s groups
- Lettings to people with a disability

- Lettings to low income groups
- Lettings to children's groups
- Lettings to youth groups

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 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

Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- Academy Lettings for activities for students or their parents and carers that provide educational benefit to students, which the Academy wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the Academy.

Charges

The Governing Body is responsible for setting charges for the letting of the Academy premises. These are set out in the Schedule of Charges for Community Use (Appendix 1).

The scale of charges will be reviewed annually for implementation from 1st September of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Principal is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The Academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The Academy will seek to recover any costs incurred by the Academy that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Standard conditions of hire of use

Letting times, available facilities and equipment

The facilities and equipment are available as per **Appendix 2** attached. Variations to these facilities and times will be subject to the approval of the Principal.

Conduct of users

This is set out in the Standard conditions of hire for use of Academy premises (attached **Appendix 3**).

Security

The Principal has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Principal in accordance with the Governing Body's policy. Where appropriate, the Principal may delegate all or part of this responsibility, such as security, child protection 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, he will consult with the Chair of Governors.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents.

Considering applications for lettings

Organisations seeking to hire the Academy premises should approach a member of the Facilities Management team who will confirm availability. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, (**see Appendix 4**) will be completed at this stage. A record of all enquiries should be kept on file. There are 2 forms, one for 3rd Floor classrooms and 1 for all other facilities.

The Principal will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the Academy's lettings policy
- the availability of the facilities and staff
- the Academy's equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a Lettings Contract

Once a letting has been approved, an Estimate of cost is sent to the Hirer **(Appendix 5)**. Once this has been agreed by the Hirer and the Academy a letter of confirmation will be sent to the hirer **(Appendix 6)**, enclosing a copy of the standard conditions of hire and the Lettings Contract.

The Lettings Contract should then be signed and returned to the Academy. The Academy shall be in receipt of these signed copies before a letting takes place.

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. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the Academy's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the Academy and reported under the guidelines.

The Principal on behalf of 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 and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Monitoring, Evaluation and Review

The Trust Board will review this policy at least every two years and assess its implementation and effectiveness. The policy will be promoted and implemented throughout the Academy.

Adopted by the TEMA On

Chair of Governors

Principal

Review date

Appendix 1

THE EAST MANCHESTER ACADEMY

Schedule of Charges for Community Use
1 September 2011 to 31 August 2012



All prices are per hour and exclude VAT.

Sports Hall	£25
Dance & Drama Space	£25
Lecture Theatre	£50 [197 seats]
All Weather Pitch:	
Full	£70
2/3	£60
1/3	£30
Grass Pitch (2011-2012)	£30 per hour + Changing Room Supplement TBC
Food Technology	£50
Classroom	£25
Learning Resource Centre (LRC)	£75
[holds 40]	
ICT Room [holds 36]	£70

Appendix 2

		9:00am-3:30pm	3:45-5pm	5-6pm	6-7pm	7-8pm	8-9pm		
Monday	AWP	TEMA USE ONLY	Extra Curricular Activities Can be negotiated for Activities involving our Parents and pupils						
	Sports Hall								
	Dance/ Drama								
	MUS*/Lecture Theatre								
Tuesday	AWP								
	Sports Hall								
	Dance/ Drama								
	MUS/Lecture Theatre								
Wednesday	AWP								
	Sports Hall								
	Dance/ Drama								
	MUS/Lecture Theatre								
Thursday	AWP								
	Sports Hall								
	Dance/ Drama								
	MUS/Lecture Theatre								
Friday	AWP								
	Sports Hall								
	Dance/ Drama								
	MUS/Lecture Theatre								

SEE OVERLEAF FOR WEEKEND LETTINGS

WEEKEND LETTINGS

		9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	U N A V A I L A B L E
Saturday	AWP										
	Sports Hall										
	Dance/ Drama										
	MUS/Lecture Theatre										
Sunday	AWP	No Lets at Present									
	Sports Hall										
	Dance/ Drama										
	MUS/Lecture Theatre										

Appendix 3

THE EAST MANCHESTER ACADEMY

Standard Conditions of Hire



All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them by signing the Initial request and Application form. This will be signed by the nominated person from each group/organisation.

Interpretation

'The Academy' means the Governing Body of the Academy, its employees and agents.

Purpose of use

1. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the Academy. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with Academy property/equipment/premises which do not form part of the letting.

Health and Safety

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. The Academy fire, emergency and evacuation procedures will be forwarded to the Hirer and it the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
6. The Hirer will immediately inform the Academy of any emergency, accident or serious incident that occurs on the Academy's premises. This should be done in person and may require the applicant telephoning the Principal (number available on arrival). The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
7. Hirers providing services to children, whether pupils at the Academy or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA Checks.

8. The Hirer must be responsible for their members and spectators health and safety including having a fully trained First Aid officer at every session.

Payment of Hire Charges and Deposit

9. Hire charges shall be due and payable 30 days before the date of the booking. Alternative arrangements can be negotiated for payment in cash.
10. The Academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Responsibility of the Hirer for Good Order and Safety

11. The Hirer shall be responsible for any damage to the Academy property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the Academy immediately. The Hirer shall repay to the Academy on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.
12. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
13. The Hirer must obtain express permission from the Academy to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the Academy to be unsafe or beyond repair or else unsafely stored on the Premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within (specify period) the items may be disposed of by the Academy and the Hirer shall reimburse the Academy for any expense which it incurs. Academy equipment including goal posts should not be moved on the premises without prior permission from the Academy.
14. The Academy shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
15. The Hirer shall comply with any reasonable instructions given by the Principal or other member of the Academy staff.
16. Alcohol is not allowed to be consumed on the premises. Illegal drugs are not to be brought onto or consumed on the Academy premises.
17. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
18. Where the premises does not have a Public Entertainment License the Hirer will be responsible for obtaining such a license. Any fees for such licenses are to be paid for by the Hirer.

19. Smoking is not allowed within the boundary line of the Academy premises at any time.
20. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises without the permission of the Academy.
21. Spectators are not permitted to stand on the All Weather Pitch and must be watch events from the Spectators area only.
22. Only Recommended Footwear will be allowed on the All Weather Pitch. See Appendix 7 – Recommended Footwear Table.

Indemnity & Insurance

23. The East Manchester Academy disclaims liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
24. The Hirer agrees to indemnify The East Manchester Academy, its employees and agents against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of the Academy or their agents or employees. The indemnity must be covered by public liability insurance including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.

Advertising

25. No advertising shall be permitted except without the prior written consent of the Academy.

Cancellation

26. The Academy reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the Academy will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The Academy reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.
27. If the Hirer cancels their booking 10 or more working days before the date of the booking, the full fee and deposit will be refunded to the Hirer. If less than 10 working days notice is given, only 50% of deposit will be returned. If less than 5 working days notice is given by the Hirer, there will be no refund of the deposit.
28. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

Appendix 4 attached (2 x Excel Documents)

Appendix 5 attached (1 x Excel Document)

Appendix 6 attached (1 x Excel Document)

Appendix 7 attached (1 x Adobe Document)

Please contact us via e-mail if you require a copy of the above.

It is recommended that Public Liability Insurance cover is taken out by the hirer in respect of the premises for the proposed date[s] on which the premises are hired. I have read and accept the standard conditions of hire and the lettings contract. I also understand the instructions and arrangements relating to Emergency Procedures and am aware of my responsibilities to ensure all others who have any supervisory responsibility are also aware of and competent to implement the procedures should the need arise. I confirm that I am aged over 18 years.

Signed (Hirer):

Date: