Lettings Policy



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|  |  |
| Signature of CEO |  |
| Signature of Chair of the Trust |  |

**POLICY**

1. The Eastwood Academy encourages links and liaison with the local community and welcomes its premises being used after the Academy day or at other times by groups which directly or indirectly help create a richer and more diverse environment for pupils and staff.

2. Many of the groups which the Academy would wish to use its facilities generate no income for themselves. Whilst recognising that the Academy has a statutory duty to ensure that it does not suffer a net loss in letting out accommodation, the Trust believes that the Academy should seek to set any scale charges at a reasonable level that is not unduly onerous for those organisations within the community which operate on a voluntary basis.

3. The Trust delegates responsibility for deciding whether charges should be waived, to the Principal who will exercise their judgment in line with the broad criteria in paragraph 1. All other lettings will be administered according to the scale of charges approved by the Trust on an annual basis.

4. The Academy encourages a wide variety of activities to take place on the premises, the Trust reserves the right to refuse a letting if the nature of the event proposed is likely to create tension in the Academy or local community or is in any other way seen to be divisive.

**SCALE CHARGES**

*IN ALL CASES HOURLY CHARGES APPLY*

*SPORTS FACILITIES £*

Astro Turf Pitch - Half Pitch 30
 - Whole Pitch 60
Gymnasium 20
Sports Hall 40
Swimming pool 36

Track 40

*THEATRE\* 70*

*CONCERT HALL\* 35*

*DANCE STUDIOS 25*

*CONFERENCE ROOM 30*

*\*Additional charges apply in addition to the hourly hire rate for the hire of the Theatre and Concert Hall.*

The responsibilities for the hire of Academy premises and playing fields are set at three levels, namely:

* Policy Setting and approval,
* Management and Supervision,
* Execution and Operation.

1: Policy Setting and Approval

The ultimate responsibility for the Letting of Academy property rests with the Trust.

On an annual basis the role of this body will be to approve the Lettings Policy together with the Conditions of Hire and to set the scale of letting charges.

2: Management and Supervision

The Principal will delegate responsibility for the management and supervision of this activity to the Business Manager who will, on an annual basis, prepare and present the necessary documentation for the Board of Trustees (1 above).

On a day to day basis, the Business Manager will ensure that the lettings processes and conditions are operating as intended and that any disputes are addressed and resolved in a timely manner.

3: Execution and Operation

The execution and operation of the Academy lettings deals with the bookings, receipt of money, and administration of the site during lettings. These activities are undertaken by the following positions within the Business Manager’s organisation:

The Lettings Administrator is responsible for the bookings, invoicing, and liaison with the Hirer for all matters concerning the hire. The Administrator will liaise with the respective Department Managers to ensure the smooth running of the activity and that all parties receive the necessary information, support, and follow up.

The Finance Officer is responsible for the receipt and banking of payments from the Lettings Administrator.

The Site Administrator is an appointed caretaker responsible for ensuring that the Hirer uses the premises as intended and secures the associated Academy premises throughout and following the period of the hire. This person will report any misconduct, inspect the hired areas to ensure that the premises are left secure and undamaged, and alert the Business Manager in any exceptional circumstances.

[TABLE OF CONTENTS 4](#_Toc400548844)

[1: MATTERS RELATING TO BOOKINGS AND CHARGES 6](#_Toc400548845)

[1.1 INTERPRETATION 6](#_Toc400548846)

[1.2 BOOKINGS 6](#_Toc400548847)

[1.3 INSURANCE 6](#_Toc400548848)

[1.4 CHARGES 6](#_Toc400548849)

[1.5 CANCELLATION 7](#_Toc400548850)

[1.6 LICENCE 7](#_Toc400548851)

[1.7 INTOXICANTS AND OTHER RESTRICTIONS 7](#_Toc400548852)

[1.8 INDEMNIFICATION 8](#_Toc400548853)

[1.9 RIGHT OF ENTRY/ACCESS 8](#_Toc400548854)

[1.10 PROHIBITIONS 9](#_Toc400548855)

[1.11 CONDUCT 9](#_Toc400548856)

[1.12 CAR PARKING 9](#_Toc400548857)

[1.13 HEALTH AND SAFETY 10](#_Toc400548858)

[1.14 SITE REPRESENTATIVE 10](#_Toc400548859)

[1.15 GENERAL 10](#_Toc400548860)

[2. RACE RELATIONS & SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS 11](#_Toc400548861)

[2.1 COMPLIANCE 11](#_Toc400548862)

[3: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE CONCERT HALL AND THEATRE 11](#_Toc400548863)

[3.1 VACATION OF PREMISES 11](#_Toc400548864)

[3.2 SEATING, FURNITURE AND OTHER AREAS 11](#_Toc400548865)

[3.3 ELECTRICAL, LIGHTING AND HEATING 12](#_Toc400548866)

[3.4 ADVERTISING 12](#_Toc400548867)

[3.5 PERFORMANCE SCRIPT 12](#_Toc400548868)

[3.6 VIDEO RECORDING 12](#_Toc400548869)

[3.7 GAMING ACT 12](#_Toc400548870)

[3.8 MATTERS RELATING TO STATUTORY REQUIREMENTS 13](#_Toc400548871)

[4: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE SWIMMING POOL 15](#_Toc400548872)

[4.1 ATTENDANCE DURING USE 15](#_Toc400548873)

[5. HAZARDOUS ACTIVITIES 15](#_Toc400548874)

[6. VAT 16](#_Toc400548875)

# 1: MATTERS RELATING TO BOOKINGS AND CHARGES

1.1 INTERPRETATION

* + 1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and, on the part of the Hirer, to be observed and performed.

1.2 BOOKINGS

1.2.1 All applications for the hire of accommodation must be made on the appropriate booking forms and be submitted to the Lettings Administrator prior to the commencement of the hire. Regular hirers are required to complete new booking forms & submit the required booking documents each year.

1.2.2 Applications from young persons under the age of eighteen shall include the name, address and signature of the guarantor who shall be over the age of eighteen years.

1.2.3 The right is reserved to refuse to grant a hiring without giving a reason.

1.3 INSURANCE

1.3.1 As a condition of hire the Hirer must have public liability insurance cover in the name of the Hirer which is in force during period(s) of hire and must provide a copy to the Lettings Administrator prior to the commencement of the hire. Regular hirers must supply up-to-date copies each year.

1.4 CHARGES

1.4.1 A schedule of the hire charges is provided on page 2. The charges applicable at the time of the function will be deemed to be part of the conditions of hire.

The Trust/managing Body reserves the right to alter charges without notice. The charges payable shall be that applying at the time of the hiring not at the time of the application.

1.4.2 All hirers are invoiced in advance of their hire and are required to make payments in advance.

In the case of the Theatre and the Concert Hall NO booking will be accepted later than 14 days (35 days where licensing is required under the statutes referred to in condition 3.8.1) prior to the date required. The full hire charge must be paid no later than fourteen days prior to the date of the event.

Any increase in charges between the date of booking and the date of use will be payable prior to the use of the premises.

1.4.3 The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage. In the case of the Theatre and the Concert Hall the Hirer will be required to pay either 25% of the total hire charge or £250.00 whichever is greatest as a damage deposit. Within fourteen days following the event the deposit will be refunded to the Hirer subject to any deductions that may be made for loss or damage to Academy premises or equipment.

1.4.4 The booking will not be confirmed until all hire charges and any required deposit have been paid in full.

1.5 CANCELLATION

1.5.1 The right is reserved to cancel any hiring without notice where the Trust/Managing Body considers it necessary to do so:-

a: in consequence of any outbreak or prevalence of infectious disease;

b: for any other cause outside its control, or,

c: because the Trust/Managing Body of the Academy reasonably believes that an act is likely to be done in the premises which will contravene the Race Relations Act 1976 (or any other law) or prejudice the performance by the Academy of its obligation under Section 71 of that Act to ensure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the Academy nor any Body responsible for the management of the Academy shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

* + 1. In the case of the Theatre, once a booking has been accepted and the deposit paid, if the Hirer wishes to cancel the booking within 28 days of the event date the full hire charge is payable as a cancellation fee. Notice of cancellation for periods greater than 28 days of the event will incur a cancellation charge equal to 25% of the Hire charge.
		2. In all other cases Hirers must give reasonable notice to the Lettings Administrator of any cancellation. The latest cancellation time for weekday bookings is 4pm on the day of booking and for weekends 4pm on the preceding Friday, but longer notice should be given if possible. If notice is not given or is given after the times above the hirer will be charged the full cost of that session.

1.6 LICENCE

1.6.1 The hiring will constitute a personal license to the Hirer to use the hired premises for the agreed period of time for the purposes stated on the application form.

1.6.2 The Hirer shall not transfer or assign the license to use hired premises or the facilities within them or allow any other organisation or persons to use them.

1.7 INTOXICANTS AND OTHER RESTRICTIONS

1.7.1 Intoxicating liquor shall not be sold, supplied or consumed on Academy premises except by general or special approval of the Trust/Managing Body and subject to any necessary licence having been obtained by the Hirer.

* + 1. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except that which is in conformity with the programme which has been approved. Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under condition 1.5.2, unless the Trust/Managing Body of the Academy or its representative decides to remit such fees.

1.8 INDEMNIFICATION

1.8.1 Neither the Academy nor its Trust/Managing Body shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his assistants servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the negligence of the Academy or Trust servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Academy, its Trust/Managing Body and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in respect of injury to any person (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

1.8.3 Neither the Academy nor the Trust/Managing Body shall be liable for any loss to the Hirer due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, act of God or other circumstances which may cause the temporary closure of the premises or playing fields or the hiring to be interrupted or cancelled.

1.8.4 The Hirer shall make good any wilful or avoidable damage to the hired premises or to any other property of the Academy or Trust/Managing Body which can be attributed to his use of the premises or to his servants agents or invitees. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer his servants or agents or invitees.

1.8.5 In the event of any such damage, the Academy or Trust/Managing Body may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such repair or making good as certified by or on behalf of the Academy or its Trust/Managing Body.

1.8.6 The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Trust/Managing Body against all sums of money which the Trust/Managing Body may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

1.9 RIGHT OF ENTRY/ACCESS

1.9.1 Members of the Academy and the Trust/Managing Body reserve to themselves, and their officials, the right to enter the premises hired unimpeded at all times on producing evidence of their identity.

1.9.2 The agreement to hire will cover parts of the premises only. The Hirer does not have any rights of access to other parts of the premises. The Hirer undertakes to take all reasonable steps to ensure that participants do not trespass into areas of the premises which are not subject to the hiring.

1.10 PROHIBITIONS

1.10.1 No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceiling furniture or fittings.

1.10.2 Food is not permitted to be consumed in the Dance Studios or Theatre.

1.10.3 Non-sports shoes or shoes with black soles are not permitted to be worn in the Sports Hall, Gym or Dance Studios.

1.10.4 Smoking is not permitted anywhere within the school buildings or grounds.

1.10.5 Floor dressings are not permitted on the Theatre floor.

1.10.6 Furniture and equipment must not be used or moved without prior permission from the Lettings Administrator.

1.11 CONDUCT

1.11.1 The Hirer shall be present at all times during the function held and shall be responsible for the maintenance of good order; special attention shall be given to:

a: the behaviour of those in attendance;

b: the interests of residents in the neighborhood so that they are not disturbed or caused any inconvenience;

c: the interests of teaching staff and pupils at the school – leaving the premises in good condition and as found;

d: other functions being held elsewhere on Academy premises so that they are not interfered with;

e: all those in attendance vacating the premises in an orderly manner and by the finishing time of the function as stated on the application form.

1.11.2 In the event of any misconduct, the Hirer will be required to vacate the premises immediately.

1.12 CAR PARKING

1.12.1Agreement to hire the premises does not automatically give rights to park on the Premises. The parking of motor cycles, cars, lorries etc., on Academy premises shall be subject to the agreement of the Site Representative and permitted only on the condition that:

 a: any persons bringing such vehicles onto Academy premises do so at their own risk and that they accept responsibility for any damage or injury caused to any person or to the premises or to any other property of the Trust/Managing Body of the Academy by such vehicles;

 b: the Hirer shall maintain at all times adequate means of access to Fire Appliances and for emergency vehicles within the car parking areas and shall, if necessary, provide Stewards, as determined by the Site Representative, for this purpose.

 c: The hirer shall ensure that users arrive and leave the premises in a quiet and orderly fashion and respect the surrounding neighbours at all times. Car horns must not be sounded when leaving the premises.

1.13 HEALTH AND SAFETY

1.13.1 The Hirer shall:

a: comply with all safety directives issued by the Trust/Managing Body of the Academy and its employees;

b: ensure that all passages, exits and stairways in the Hired Premises are kept clear during the hiring period.

c: ensure that the number of persons admitted to the Hired Premises does not exceed the maximum determined by the Trust/Managing Body of the Academy to comply with safety standards.

d: notify the Site Representative immediately in respect of all accidents which may arise during the hiring period.

e: carry out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees but also in respect of employees of the Trust/Managing Body of the Academy and members of the public.

f: in the case of the Theatre and Concert Hall and any other large events the Hirer is required to provide fire marshals and stewards.

g: Hirers who are booking premises for sporting activities must ensure that they or those working for them hold coaching qualifications recognized by the sport’s Governing Body.

* + 1. The Hirer shall not:

		a: introduce equipment for use in the Hired Premises without the consent of the Site Representative, alter fixed installations, alter or remove fire or health and safety notices or equipment, or otherwise take any action which may create a hazard;

		b: intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

c: alter the configuration of or add to the seating in the Theatre, the Concert Hall or Sports Hall Reception area.

1.14 SITE REPRESENTATIVE

1.14.1 All decisions made by the Site Representative shall be final. Any breach of these Conditions for Hire will be deemed sufficient cause for cancellation of the hiring.

1.14.2 The Site Representative shall ensure that all hirers are aware of the Academy’s emergency evacuation procedures.

1.15 GENERAL

1.16.1 In the event of any matter arising in connection with the letting of hired premises which is not covered by these Conditions, the Trust/Managing Body of the Academy shall have full power and authority to decide or deal with the same in such a manner as it may deem advisable.

1.17.1 The Trust/Managing Body reserves the right to change the Terms and Conditions of hire at any time.

# 2. RACE RELATIONS & SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

2.1 COMPLIANCE

2.1.1 The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Trust of its obligation under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

2.1.2 The Hirer shall ensure that all members of their organisation, during the use of the premises, will comply with the safeguarding regulations and policies adopted by the Academy Trust and those required by the Local Authority.

# 3: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE CONCERT HALL AND THEATRE

* 1. VACATION OF PREMISES
		1. The Hirer shall vacate the premises by 11pm unless written authority from the Trust/Managing Body (showing the time of extension) has been obtained, and shall leave the premises fixtures furniture and other property therein in as good order as they were at the time of entry and as clean a condition as the particular use will allow.
		2. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the Academy premises all their articles, property and refuse by 11pm on the day of hire, and shall observe and carry out any instructions which may be given to him in this connection.

Any article or property belonging to the Hirer or any caterer or contractor or other person left on the Academy premises after the hour named above may be removed by the Trust/Managers and the cost shall be paid by the Hirer.

* 1. SEATING, FURNITURE AND OTHER AREAS
		1. The current tiered seating arrangement in the theatre allows 162 patrons to be seated plus 3 wheelchairs. The seating arrangements for a concert or performance in the Concert Hall allows 200 patrons to be seated plus 2 wheelchairs. No additional seating is permitted. Standing is not permitted.
		2. All patrons, including babes in arms must hold a valid ticket for the event.
		3. Academy furniture or equipment shall not be used or moved without prior permission from the Lettings Administrator.
		4. The Conference Room may be used for the service of light refreshments during performance intervals. The table in the Conference Room must not be moved.
	2. ELECTRICAL, LIGHTING AND HEATING
		1. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Trust/Managing Body which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Trust/Managing Body and, where necessary, the consent of the electricity supply undertakers.
		2. The use of pulsating lights (strobe), laser beams, firearms or any other potentially dangerous apparatus, commercial or otherwise is not permitted.

3.4 ADVERTISING

3.4.1 The Academy address may be listed on advertising material as the address of the venue, but The Academy name or logo must not be used to endorse or advertise any events which are not run or organised by The Academy.

3.4.2 The Lettings Administrator shall be supplied with proof copies of proposed advertising material of all events bearing the Academy’s name, and may require alteration if, in their opinion, the material is unsuitable for public display. No advertising material of any sort shall be displayed inside or outside of the Academy except that approved and agreed by the Business Manager.

3.5 PERFORMANCE SCRIPT

3.5.1 A copy of the performance script must be made available to the Lettings Administrator when requested.

3.6 VIDEO RECORDING

3.6.1 No video recordings may be made unless prior permission has been obtained. The Lettings Administrator must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted

3.7 GAMING ACT

3.7.1 The Hirer shall not use the premises or permit them to be used for gaming or wagering.

3.8 MATTERS RELATING TO STATUTORY REQUIREMENTS

3.8.1 The premises hired shall not be used for cinematograph exhibitions, public dancing, singing, music or other public entertainment of the like kind, or the public performance of plays, for which a licence for the premises is required to be granted under any of the under mentioned Acts unless such a licence has been so granted in the respect of the premises:-

 The Theatres Act 1968

 The Cinemas Act 1985

 The Licensing Act 2003

 The Public Health Acts Amendment Act 1890

 Or any other relevant legislation.

The Eastwood Academy is required under the current premises licence to inform the Southend Licensing Authority and the Police of all public entertainment listed above. Details of all public entertainment will also be published on the Eastwood Academy website. The Licencing Authority and/or Police can visit the premises at any time during the public entertainment event to carry out an inspection.

3.8.2 The Hirer is required, where appropriate to his hiring and where the premises hired are licensed under one or more of the statutes referred to in the above condition, to acquaint himself with and comply with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to such licence the Trust/Managing Body reserve the right to terminate the hiring if still continuing forthwith and to forfeit all sums paid by the Hirer and to refuse to grant any further application for him for the hire of Academy premises.
No persons shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with entertainment to which the public are admitted whether on payment or otherwise in the hired premises.

3.8.3 The following provisions of Section 12 of the Children and Young Persons Act 1933 must be strictly complied with:-

a: Where there is provided in any building an entertainment for children or an entertainment at which the majority of the persons attending are children then if the number of children attending the entertainment exceeds 100 it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adults in attendance, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

 b: Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all responsible steps to secure the observance of the provision of this section.

 c: If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of a second or subsequent offence one hundred pounds.

 d: A constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licence is granted under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing shall have the like power of entering any building so licensed by that authority.

3.8.4 It should be noted that the Representation of the People Act indicates that Academies may not be used at any time as a Committee Room for the purpose of promoting or procuring the election of a candidate. The Act does not allow Academies to be used on the day of the poll for the holding of public meetings in furtherance of any person’s candidature in a Parliamentary or Local Election.

# 4: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE SWIMMING POOL

 All hirers will receive copies of the NOP and EAP prior to the start of their hire.

4.1 ATTENDANCE DURING USE

4.1.1 All hirers must ensure that they provide sufficient supervision and life-saving provision at all times during their hire. Confirmation of the relevant qualifications held by those in attendance must also be provided by the hirer.

4.2 HYGIENE

4.2.1 a: All pool users should shower and use the toilet before entering the pool.

 b: The pool should not be used by anyone who is unwell, has a contagious skin or eye condition or has suffered from diarrhoea in the past 14 days.

 c: Verrucaes should be covered either with a plaster, appropriate treatment or by wearing a verrucae sock.

 d: All users of the pool must wear swimming hats.

 d: We do not have any nappy changing or disposal facilities so all children who use the pool must be over the age of 2 years old and fully toilet trained.

 e: If Faeces or blood enters the pool, the pool must be evacuated and the Site Representative must be informed immediately. If the incident is not reported and goes unnoticed, there is a risk of gastro-intestinal infection to other users.

 f: The Site Representative has full authority to evacuate and/or close the pool for health, hygiene or other reasons if they deem it necessary.

# 5. HAZARDOUS ACTIVITIES

 Hazardous activities are not permitted on The Eastwood Academy Premises.

# 6. VAT

6.1 VAT CHARGES

6.1.1 The Eastwood Academy is not currently registered for VAT. If it becomes registered for VAT in the future **all** lets will be charged VAT at the applicable rate.