

# Lettings Policy

Version: 1.0

Adopted: 01/10/2023

Next review date: 01/10/2024

Approved: T Johnson - Senior Executive Principal

## Philosophy.

Weston Favell Academy recognises its position as part of the local community and welcomes the use of its sports and social facilities as part of its commitment to support activities which benefit the health and wellbeing of its students and the wider community.

Weston Favell Academy, as part of Greenwood Academies Trust, is a 'not for profit' organisation. As such, all funds raised through lettings will be invested back into the school.

### Bookings.

All bookings for lets between 4pm and 6pm are arranged through the Academies Lettings Manager.

### Finance.

The Academy finance team are responsible for invoicing clients and all matters surrounding finance.

### **Scale of Charges**

A list of facilities available for hire along with the corresponding fees are available from the Academy Lettings Manager.

# Complaints and disputes.

All complaints should be directed to the Academy Lettings Manager in the first instance. If the Academy Letting Manager is not able to offer a satisfactory solution, the complaint can be escalated to the Head of school for review.

# **Review of Policy.**

This policy will be reviewed annually, or more frequently as may be necessary.

#### **Policy Statement**

Weston Favell Academy and Greenwood Academies Trust are committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment.

# Terms and conditions.

# 1. Applications.

All correspondence and applications for the hire of Academy premises between 4:00 PM and 6:00 PM must be made to the Lettings Manager.

2. Hirer.

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hire is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the higher to be observed and performed.

3. Hire process.

A completed application for hire, including 'Details of hire' and associated required documentation, must be received at least 14 days prior to the requested hire date.

4. Duration of hire.

Facilities will be available for hire from 4pm to 6pm Monday to Friday. The minimum hire period is one hour, with half hour periods thereafter.

5. Right of entry.

The Academy reserves to their officials, on producing evidence of their identity, the right to enter. The stewards, or staff of the hirer are to be instructed accordingly.

6. Cancelation of hiring by the Academy.

The right is reserved to cancel any hiring, without notice, where the Academy or its representatives consider it necessary for any cause outside of their control. In the event of any hiring being cancelled, the amount of the scale or other fee payable here under will be refunded to the hirer, but the Academy shall not be held liable or required to pay compensation for any loss sustained because of or in any way arising out of the cancellation of the hiring.

7. Cancellation/Postponement of booking by the hirer.

Hirers will be allowed to cancel or postpone bookings with the following conditions:

If fourteen or more days' notice are given, half fees may be payable, and less than 14 days, full fees may be payable.

8. Intoxicating liquor.

Intoxicating liquor shall not be sold <u>or consumed</u> on Academy premises, unless written approval, in advance, has been obtained from the Senior Executive Principle/Head of School/Lettings Manager, and the appropriate licence obtained from the licencing justices.

9. Licencing.

The premises hired should not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the relevant trust as licencing authority, unless such a licence has been so granted in respect of the premises and the higher shall strictly obey and observe all the requirements laid down in the licence.

10. Safeguarding children.

In instances where the hirer intends to bring children or young adults onto the Academy premises, it is the responsibility of the school to seek assurances that the body concerned has appropriate safeguarding and child protection policies and procedures in place and ensure that there are arrangements in place to liaise with the school on these matters where appropriate.

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises to safeguard and protect children. Child and user safety must be paramount, and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and update its policies and procedures in relation to safeguarding children on a continuous basis.

11. Health and safety.

The hirer is responsible for the health and safety of all individuals in their care.

The hirer must provide the Lettings Manager with a written risk assessment prior to commencement of the hire.

The hirer, or their designated representative, must be present before group, club or other party members access the hired facility.

12. Parking.

The school car park is available to all those using the facilities; however, the speed limit must be adhered to, and sensible and safe use must be practised at all times. Anyone using the car park do so at their own risk and neither Weston Favell Academy or Greenwood Academies Trust are responsible for any lose or damage that occur.

13. Catering.

The sale of food and beverages by the hirer a is not permitted.

14. Gaming.

The action or practice of playing gambling games is not permitted.

15. Furniture.

Furniture shall not be moved, except by prior arrangement with the Lettings Manager.

16. Mobile PE equipment.

Mobile PE equipment e.g. balls, bats, rackets, mats etc. do not form part of the hire, unless prior written agreement has been received from the Lettings Manager.

17. Copyright.

The hirer shall comply with all provision of the Copyright Act 1956. If the hirer fails to do so any permissions previously granted by the Lettings Manager to use the premises shall be immediately cancelled and the Lettings Manager shall have the right to recover fees, charges or any other payments referred to in these conditions.

The hirer shall indemnify the trust from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright work on the premises.

18. Electrical systems.

Any alterations or additions to lighting or electrical systems is strictly forbidden.

19. Stage and spotlighting.

If stage lighting and spotlighting are required, it must be clearly stated at the time of application. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge will be made for the use of stage lighting.

20. Fees and Payment

All charges will be set at the discretion of the Academy.

Payment must be made prior to the booking and by bank transfer only. Any other method of payment will not be accepted.

All payments shall be made to Weston Favell Academy and within 14 days of receipt of an invoice.

Any damage must be reported to the Lettings Manager immediately. The hirer will be responsible for any damage to property or equipment, charges will be applied for any sum due in respect of the cost of making good any damage which occurs during the hiring.

The Academy reserves the right to refuse access to the premises hired if the whole of the fee has not been paid or if these regulations have not been complied with.

21. Rubbish removal.

The hirer must remove any rubbish or waste they or their group produce. Failure to do so may result in additional charges.

22. Indemnity.

The hirer shall indemnify the trust against all actions, proceedings, claims and demands whatsoever which may arise because of the hiring. Any person, body or organisation hiring premises facilities must have public liability insurance.

23. Entertainment programme.

The hirer, if called upon to do so by the Academy, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be accepted in conformity with a programme which has been approved by the Academy. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

24. Complaints and disputes.

All complaints should be directed to the Academy Lettings Manager in the first instance. If the Academy Letting Manager is not able to offer a satisfactory solution, the complaint can be escalated to the Head of school for review.

25. Hire of playing fields/open spaces.

No warranty is given by the Trust that the field or open space is fit for the use proposed and the hirer must satisfy themselves as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of the hire. The hirer shall be responsible for the supervision and behaviour of all persons using the field or outside area and will not allow its use in such a manner as to be likely to cause a nuisance or annoyance to the occupiers of the neighbouring premises.

No lines ought to be marked on the field or grass without the specific consent of the Lettings Manager.

No animals shall be brought onto any part of Weston Favell Academy.

26. No smoking policy.

Greenwood Academies Trust operate a no smoking policy - this includes the use of vapour cigarette smoking paraphernalia - across its entire estate. The hirer of the building is required to abide by these regulations.

27. Fire regulations and exits.

The Lettings Manager will inform the hirer of the Academy's fire strategy and identify the location of the nearest fire exits and assembly point.

The hirer must ensure that all adults sign in and out of the building, on the 'Inventory' screens located in the entrance foyer. The hirer must keep a register of all the children in their care, available upon request by the Lettings Manager.

Declaration.

I hereby make application for the use of the facility stated above and, upon application being granted, I undertake to pay, in advance (unless otherwise agreed), the scale and other charges in respect thereof and to comply with the Terms and Conditions

I declare that I am 18 years or over.

Signature of applicant .....

Date .....

Print name .....