

	BICESTER LEARNING ACADEMY TRUST <u>LETTINGS POLICY</u>			Written By: R Dodsworth - Senior Operations Manager (BLA) J Davison - Director of Business & Finance (BLA)
	Applicable to: ALL HIRERS OF BICESTER LEARNING ACADEMY FACILITIES	Accountable Officers: B J Baxter - Accounting Officer (TCS) J Davison - Director of Business & Finance (BLA)	Date to Adopted: Autumn Term 2016	Date To Be Reviewed: Autumn Term 2017 (Every year)

Bicester Learning Academy (BLA) is a Multi-Academy Trust which incorporates The Cooper School (TCS) and Glory Farm Primary School (GFPS). It is a company limited by guarantee, registered in England and Wales with registered company number 09053713 and its registered address at Churchill Road, Bicester, Oxon OX26 4RS.

1.0. Introduction

The Governing Body regards the Bicester Learning 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, and any lettings of the premises to outside organisations will be considered with this in mind.

Our Lettings Policy will seek to ensure that the suitability of adults working with children on our site at any time.

Community users organising activities for children must be aware of and understand the need for compliance with our schools' child protection policies and procedures.

The Academy's delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the Academy in respect of any lettings of the premises.

As a minimum, the actual cost to the Academy of any use of the premises by an outside organisation must be re-imbursed to the Academy's budget.

2.0. Definition of a Letting

A letting may be defined as “any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Slimming World’)”.

A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its students. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of students supervised by Academy staff, fall within the corporate life of the Academy.

Costs arising from these uses are therefore a legitimate charge against the Academy’s delegated budget.

3.0. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the Academy premises.

A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of Academy equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied will be reviewed annually, during the summer term, by the Finance Committee, for implementation from the beginning of the next financial year, with effect from 1st September of that year.

Current charges will be provided in advance of any letting being agreed:
See Appendix A – Pricing for 2015/16, 2016/17 and 2017/18

4.0. Value Added Tax

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

For specific lettings, clarification will be sought from the Finance Manager.

5.0. Management and Administration of Lettings

The Senior Operations Manager is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Senior Operations Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Senior Operations Manager has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Director of Business & Finance (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

6.0. The Administrative Process

Organisations seeking to hire the Academy premises should approach the Senior Operations Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available.

An Initial Request Form (a copy of which is attached to this policy) should be completed at this stage. See point 12: Appendix A of this document. 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 formally confirmed.

Once a letting has been approved, a letter or e-mail of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed hire agreement (See point 13: Appendix B) has been returned to the Academy.

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. (The Academy may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the Academy will be paid into the Academy's individual bank account, in order to offset the costs of services, staffing etc, (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

The Academy reserves the right to request a holding (non-returnable) deposit of 25% of the cost of the total charge, for lettings which involve large outlay in terms of

management time or potential costs which cannot be reclaimed. This will be discussed with the hirer when a request for a letting has been received.

7.0. Public Liability and Accidental Damage Insurance

As a requirement under the terms and conditions, the Academy requires a copy of the hirer's public liability cover (minimum cover of £5million) ahead of the letting commencing.

8.0. TERMS AND CONDITIONS FOR THE HIRE OF THE ACADEMY PREMISES

All terms and conditions set out below must be adhered to.

The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

8.1. Status of the Hirer

Lettings will not be made to persons under the age of 18. The hire 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.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS) check. www.dbsassist.co.uk/ucheck/

If a particular letting involves contact with the Academy's students, all personnel involved must undergo a DBS check, in accordance with BLA guidance. These checks must be made by prior arrangement with the Operations Director, with at least a month's notice in advance to ensure that the checks can be carried out in time. This information is confidential and will be forwarded to the HR Manager for the BLA.

Any adults working with the Academy's students (for example, at an after school sports club) must be appropriately qualified through their respective National Governing Bodies for their sport and evidence supplied to the BLA upon request.

8.2. Priority of Use

The Senior Operations Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to Academy functions.

8.3. Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

8.4. Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Academy reserves the right to cancel any booking with immediate effect where behaviour is not acceptable.

8.5. Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times. This should be documented in their Risk Assessment. Please see point 8.27.

8.6. 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.

8.7. Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5million.

The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

8.8. Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. 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, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

8.9. Academy Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Senior Operations Manager. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of Academy equipment they are using, and for the equipment's safe and appropriate use.

8.10. Electrical Equipment

Any electrical equipment brought by the Hirer onto the Academy site **MUST** comply with the code of practice for portable electrical appliance equipment. Equipment must display a portable appliance test label from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application. The BLA reserves the right to prevent the use of electrical equipment which is not tested.

8.11. Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

8.12. Toilet Facilities

Access to the Academy's toilet facilities is included as part of the hire arrangements.

8.13. First Aid Facilities

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

Use of the Academy's first aid resources on site e.g. first aid kits will not be charged, should first aid be required.

8.14. Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Academy, in line with current food hygiene regulations. All litter must be placed in the bins provided.

8.15. Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

8.16. Smoking

The whole of the Academy premises internal buildings are non-smoking areas, and smoking is not permitted.

8.17. Heels and Shoes

No stiletto or any type of thin heel is to be worn in the Sports Hall or Gym. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

8.18. Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy against all sums of

money which the Academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this letting agreement.

8.19. Sub-letting

The Hirer shall not sub-let the premises to another person or organisation.

8.20. Charges and Invoicing

Hire charges are reviewed at least annually. Please see point 14: Appendix C.

- Regular fixed lettings: The Academy Finance Office will invoice the hirer quarterly for block lettings.
- Single lettings: The Academy Finance Office will invoice the hirer for the one-off lettings as soon as the letting is completed.

8.21. Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on at least an annual basis) and that 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 parents in person, writing or by e-mail of any changes in dates as a result of the cancellations.

8.22. Security and Site Supervision

The Academy will for the majority of lettings pay for a person to be responsible for the security and supervision of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting.

For a limited number of lettings and with the written agreement of the Academy, the hirer may operate the security system and be granted a key to the academy premises. This key is only to be used for the purpose of locking the building at the end of the hire period, where a key holder is not present.

This key is only provided for the duration of the booking and must be returned to the Academy, when the letting period expires. The key is not to be given to anyone other than the person who signs the Facility Security Agreement (See Point 16. Appendix F). Training will be provided by the Academy with regards to the security of the building and alarm/key access.

If keys are lost whilst in the hirer's possession, the Academy reserves the right to charge the hirer for the cost of the key and any further works which may be required, e.g. the cost of replacing a suite of locks and keys in a building. A key issue form needs to be completed. (See Point 15. Appendix D).

It is important to note, that the responsibility for unsecured buildings and any subsequent costs e.g. loss of Academy equipment rests clearly with the Bicester Learning Academy and the Academy reserves the right to request a 'loaned' key to be returned at any point in time, where the security of the Academy is compromised.

8.23. Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Estate Supervisor or members of the Estate Team may monitor activities from time to time.

8.24. Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

8.25. Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must refer to the emergency procedures outlined in point 17.

The Hirer must have immediate access to participants' emergency contact details, and have access to a personal mobile phone in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

The Estate Team will be able to assist and confirm arrangements with the hirer including arrangements for fire evacuation and first aid.

8.26. Promotional Literature/Newsletters

Where organisations wish to promote their booking with the provision of promotional literature this must be approved by the Senior Operations Manager in advance of the letting.

8.27. Risk Assessment

The Academy will request a Risk Assessment which covers the hire of the facility and identifies hazards which the hirer needs to be aware of and know the control measures to follow, if required. A Risk Assessment will be supplied by the BLA and a discussion held with the hirer to ensure the hirer is clear of actions to be taken in the event of an emergency e.g. fire or first aid incident.

9.0. Joint Use Agreement (JUA)

Cherwell District Council and The Cooper School have a Joint Use Agreement in place. The Agreement runs from 1st April, 2001 to 30th March, 2021.

Under the JUA, the allocation and use of facilities at The Cooper School is specified.

The key points of note are:

- The Cooper School is entitled to priority use of facilities during school day from 8.30am to 5.30pm.
- The Cooper School will have use of Sports Hall and Performance Hall for 5 weeks per year.
- The Cooper School is entitled to: Use of Performance Hall on 6 weekday evenings per year for parents' evenings and school performances by prior agreement with CDC.

Cherwell District Council under the JUA are entitled to use of facilities for community use at the following times:

Artificial Pitch

- 5.30pm to 10.00pm (inclusive) Monday - Friday in term time;
- 9.00am to 10.00pm (inclusive) Monday - Friday outside term time;
- 9.00am to 6.00pm (inclusive) on Saturday.
- 10.00am to 6.00pm (inclusive) on Sunday.

Sports Hall and Changing Rooms

- 5.30pm to 10.00pm (inclusive) Monday - Friday in term time;
- 9.00am to 10.00pm (inclusive) Monday - Friday outside term time;
- 10.00am to 6.00pm (inclusive) on Saturday.
- 11.00am to 6.00pm (inclusive) on Sunday.

Performance Hall

- 5.30pm to 10.00pm (inclusive) on Wednesday, Thursday and Friday each week excluding Bank Holidays.
- 10.00am to 10.30pm (inclusive) on 1st and 3rd Saturday each month;
- 11.00am to 8.00pm (inclusive) on 1st and 3rd Sunday each month excluding Easter Weekend (Good Friday to Easter Monday) and Christmas/New Year Period.

The Cooper School and Cherwell District Council work closely and there is flexibility from both parties with regards to making the JUA work under the terms and conditions of the agreement.

10.0. The Cooper School (what can we offer...)

We are able to offer ample on site car parking facilities with designated disabled parking bays.

What we have to offer:

- Performance Hall:
- School Playing Fields
- Use of servery/Catering Facilities
- Classrooms with IT provision for meetings.

11.0. Glory Farm Primary School

We are able to offer ample on site car parking facilities with designated disabled parking bays.

- Large Hall
- Small Hall
- School Playing Fields

For more information and prices with regard to hiring of the Academy facilities, please contact Richard Dodsworth, Senior Operations Manager, on 01869 242121 or by email: rdodsworth@thecooperschool.co.uk.

Policy/Procedure Title	Lettings Policy
Issue Date to Committee	Autumn Term 2016
Author (Name/Department)	J Davison – Director of Business & Finance (BLA) R Dodsworth – Senior Operations Manager (BLA)
Approved by Directors	Autumn Term 2016
Review Date – Annually	Autumn Term 2017

12.0. **Appendix A: Bicester Learning Academy Letting – Initial Request Form**



Bicester Learning Academy Letting – Initial Request Form

Name of Applicant: _____

Address: _____

Telephone Number: _____

Name of Organisation: _____

Activity of Organisation: _____

Details of facilities to be hired: _____

Day of Week Requested: _____

First choice: _____

Second choice: _____

Third choice: _____

Start Time: _____

Finish Time: _____

(Please allow time for your preparation and clearing up)

Dates Required: _____

Use of Academy Equipment (please specify your request): _____

Details of any Electrical Equipment to be brought on site: _____

Maximum Number of Participants: _____

Age Range of Participants: _____

Number of Supervising Adults: _____

Relevant Qualifications of Supervising Adults: _____

Please note that evidence of DBS checks may be required.

Dates during the year when the Hall will be unavailable due to Academy use or closure will be issued at the beginning of the Academy year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Any other relevant information:

Signed: _____ Date: _____

Position: _____

13.0. Appendix B: Hire Agreement



HIRE AGREEMENT

1. The Bicester Learning Academy, Churchill Road, Bicester, Oxon, OX26 4YS.
 2. The Hirer: _____
 3. Address: _____

 - Telephone number: _____
 4. Areas of the Academy to be used: _____

 5. Specific Nature of Use: _____
 6. Maximum Attendance: _____
 7. Details of any Academy Equipment to be used: _____

 8. Date(s) of Hire: _____
 9. Period(s) of Hire: _____
 10. Fee (specify per hour or per session): £ _____
 11. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
 12. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
 13. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.
- Signature: _____
(The Hirer)
- Signature: _____
(On behalf of the Bicester Learning Academy)
- Date: _____

14.0. Appendix C: Lettings Charges



Lettings Charges for 2015/16, 2016/17 & 2017/18

Charges from 1 April 2016

	Monday – Saturday	Sunday
Total hourly Rate	£31.00	£41.50
Half Day Rate (5 hours)	£150.00	£200.00
Day Rate (8+ hours)	£240.00	£320.00
Week Rate	£1,100.00	£1,100.00

Charges from 1 April 2017 (per hour)

The Cooper School	Weekdays	Weekends	Glory Farm Primary School	Weekdays	Weekends
Performance Hall	£35	£50	Large Hall	£35	£50
Gymnasium	£30	£40	Small Hall	£30	£45
Classroom	£20	£35	Playing Field	£35	£45
Café Seating Area	£20	£25			
Sports Field	£35	£45			

Charges from 1 September 2017 (per hour)

The Cooper School	Weekdays	Weekends	Glory Farm Primary School	Weekdays	Weekends
Performance Hall	£36	£52	Large Hall	£36	£52
Gymnasium	£31	£41	Small Hall	£31	£46
Classroom	£21	£36	Playing Field	£36	£46
Café Seating Area	£21	£36			
Sports Field	£35	£46			

Please note: above charges are exclusive of VAT

(The BLA reserves the right to offer preferred rates for community, youth and affiliated clubs, as deemed appropriate.)

15.0. Appendix D: Bicester Learning Academy – Key Issue Form



Bicester Learning Academy – Key Issue Form

Name of Person Issuing Key:

Job Title:

Name of Person receiving key:

Date key(s) issued:

Number of keys issued:

Building which keys open:

Key code (if applicable)

I, the undersigned, acknowledge receipt of the keys designated above.

I also agree not to loan, transfer, give possession for misuse, modify or alter the above keys.

I further agree not to cause, allow or contribute to the making of any unauthorized copies of the above keys.

I also understand that it is my responsibility to return all keys issued to me to the Bicester Learning Academy upon request or at the end of the letting period.

I understand and agree that violation of this agreement or loss of the keys designated above due to my negligence may render me responsible for the expenses of a re-key for the affected areas.

Please refer to the terms and conditions of hire.

Printed Name:

Signature:

Date:

16.0. **Appendix E: BLA Facility Security Agreement**



Bicester Learning Security Agreement

I (print name) on behalf of:

.....

confirm that I have received instruction from: (named person).....on

(date)..... on how to use the Security Alarm System at The Cooper School or Glory Farm Primary School (please circle).

It is my responsibility to ensure that the school is secured at the end of the letting which I have with the School.

I also confirm that I have received a key(s) to the building and will return them to the Bicester Learning Academy after the end of the letting or as requested by the Bicester Learning Academy. Please refer to the terms and conditions of hire.

Printed Name:

Signature:

Date:

17.0. Emergency Procedures & Policies

Bicester Learning Academy Health and Safety Policy

- The Bicester Learning Academy has a Health and Safety Policy which is available to the hirer upon request.

Bicester Learning Academy Fire Safety Policy and Evacuation Procedures

- The Bicester Learning Academy has a Fire Safety Policy and Evacuation Procedures for The Cooper School and Glory Farm Primary School. An abridged version is attached to this document.

Abridged Version of Fire Safety Evacuation Procedures for The Cooper School and Glory Farm Primary School.

1. The Fire Alarm is activated.
2. The hirer or persons in charge of the booking leave the facility they are in, through the nearest available fire exit door to a point of safety outside of the building. Do not re-enter the building. (The hirer of the booking is to be familiar with the exit routes in the facility/building they have hired) Training will be given to the hirer by the Estate Team.
3. If a key holder from the Estate Team is on site, the key holder will go to the nearest available fire alarm panel and identify the location of the potential fire, and investigate if the fire is real or not.
4. **The Cooper School.** If the fire alarm is a real fire situation, call 999. Await the emergency services. All hirers are to move to the assembly point in the coach park and wait for further instructions.
5. **The Cooper School.** If a key holder is not present, and the fire alarm is a real fire situation, the hirer is to call 999. The address for the Cooper School is:

The Cooper School
Churchill Road
Bicester
Oxon
OX26 4RS.
6. If the fire alarm is a false alarm, then the key holder is to silence, reset the alarm panel and allow hirers to re-enter the building. If a key holder is not present, the hirer is to contact one of the Estate team, who will either attend or talk the hirer through the above procedure.
7. **Glory Farm Primary School.** If the fire alarm was set off due to a fire situation, and the key holder is on site, the key holder or a member of the Response Team will call 999. If the hirer is on site without a key holder present, then they are responsible for calling 999 .
8. The address for Glory Farm Primary School is:

Glory Farm Primary School
Hendon Place
Off Sunderland Drive
Bicester
Oxon
OX26 4YJ

Bicester Learning Academy First Aid Arrangements

1. If an ambulance is required for a major accident/incident, a 999 call is to be made by either a member of the Estate team, or a representative from the organisation hiring the facility.
2. The address for The Cooper School is:

The Cooper School
Churchill Road
Bicester
Oxon
OX26 4RS.
3. The address for Glory Farm Primary School is:

Glory Farm Primary School
Hendon Place
Off Sunderland Drive
Bicester
Oxon
OX26 4YJ
4. Clear information is to be given to the Emergency Services. A member of the Estate team or a hirer is to meet with the emergency services on the access road off Churchill Road for The Cooper School or in the access road in front of Glory Farm Primary School for Glory Farm Primary School and the emergency services will be shown to the location where first aid is required.
5. A decision will be made with all concerned whether the injured or unwell person needs to go by ambulance to hospital or not.
6. An Accident Report Form will be completed by a member of the Estate Team at The Cooper School and Glory Farm Primary School. If a key holder is not present then the hirer is to contact the Senior Operations Manager for The Cooper School or Estate Support Assistant for Glory Farm Primary school to inform them about the accident/incident and for a report to be gathered.
7. For minor first aid incidents, a member of the Estate Team or first aid qualified member of staff will provide first aid or first aid will be provided by the hirer, providing they are first aid qualified.
8. A first aid report will be required to be completed for all accidents/incidents or the hirer is to contact the academy.