



Olive AP Academy
HAVERING

Olive Academies

Document control table	
Title	Lettings Policy
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Academies to note: Part one of this policy is an OA document which should not be modified. Part 2 provides local guidelines, charges, booking forms and a checklist which should be used to ensure the correct process is being followed.	

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Part 2

Olive AP Academy – Havering – lettings procedures and documentation

1. **Booking Form for lettings** - This form captures the essential information needed by the academy to make a decision on whether to accept or reject a booking, however the academy must seek clarification directly from the applicant on any aspect which remains unclear
2. **Terms and Conditions** - The terms and conditions must be sent to the applicant together with the booking form. When returning the booking form the applicant must sign their acceptance to these terms and conditions
3. **Approval Letter** - this sets out the next steps to be taken and provides the applicant with the essential information they will need. This model letter can be amended accordingly by the academy to include other important information.
4. **Lettings charges 2017-18** – this sets out the charges for the current year for the facilities available in the academy – it should be reviewed and updated with OA central on a regular basis
5. **Lettings checklist for academy staff** – this ensures that all the necessary steps before, after and during the hire have been taken

1. Introduction

Olive Academies recognises that its academy premises are potentially a valuable resource within the community and welcomes the opportunity to enable others to benefit.

2. Definition of an academy letting

A letting is defined as 'any use of the academy building and grounds by parties other than the academy'. This might be by a community or commercial organisation. Use of the premises for activities such as staff meetings, Academy Advisory Board meetings or where pupils are supervised by academy staff, are considered academy related and do not require a letting agreement.

3. Management of lettings

The Olive Academies MAT board has delegated the responsibility for lettings to the headteacher. Where appropriate the headteacher may delegate all or part of this responsibility to other members of staff. A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

4. Safeguarding and child protection

OA recognises our moral and statutory responsibility to safeguard and promote the welfare of all children. We work to provide a safe and welcoming environment where children are respected and valued. We are alert to the signs of abuse and neglect and follow our own procedures to ensure children receive effective support, protection and justice.

We expect a similar commitment from those who hire our facilities. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any policies, risk assessments and DBS certificates required by the hirer must be supplied to the academy on request.

5. Considering applications for lettings

The headteacher will decide on the approval of the application with consideration to:

- possible interference of academy activities, priority at all times should be given to academy functions
- the availability of facilities
- the availability of staff to open and close the premises
- the academy's child protection policies and health and safety policies
- health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- adequacy of management procedures in place during the hire.
- the appropriateness of the letting and whether it is deemed compatible with the ethos of the OA trust.

The maximum period of time facilities can be booked for is one year. At the end of this time, all bookings will be reviewed by the academy headteacher and OA central

6. Charges

The applicant is required to pay the applicable charges in full, seven days prior to the date of the hire. In cases of block bookings, the headteacher will identify the blocks payments and the dates by which they are required, for example, with a weekly ongoing booking, termly payments will be expected seven days before the start date. The letting will not be considered booked until payment is received.

The headteacher, with agreement from OA central is responsible for setting charges for each area available for hire. As a minimum, the actual cost to the academy of any use of the premises by an outside organisation must be reimbursed to the academy's budget. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. Charges are outlined within the lettings charges schedule for each academy. Charges may include:

- Premises
- Equipment hire
- Cleaning

VAT - In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT except where certain criteria are satisfied as follows:

- A series of ten or more lettings will be exempt when the following conditions are satisfied:
- each period is in respect of the same activity carried on at the same place
- the interval between each period is not less than one day and not more than fourteen days
- the charge is payable by reference to the whole series and is evidenced by written agreement, i.e. payment would need to be for blocks of ten or more sessions
- the facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Deposit - In the case of one off bookings, the academy may request a deposit as well as a lettings fee as a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

7. Insurance

The Hirer must hold public liability insurance in respect of their occupation of the premises for a minimum of £5million and will provide a copy to the academy.

The Hirer must hold employer's liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements. A copy must be provided to the academy.

The Trust may at its discretion waiver the requirement to hold public liability/employer's liability insurance where the Hirer is an individual or small informal group of individuals (not using the premises for commercial or business purposes). In these circumstances, the academy will arrange for the Hirer to be covered under the Trust's own insurance and any extra associated costs will be reflected in the Hire fee.

8. Health and Safety

Under the Health and Safety at Work etc Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises.

- The academy will follow the health and safety guidance below for all lettings:
- The academy and the hirer must ensure that the premises are suitable for the intended use.
- The academy and the hirer must agree the extent of the use of premises and equipment.
- The academy will ensure that the hirer is competent to use any equipment provided by the academy and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The academy will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The academy will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the academy of any hazards during the letting.
- The hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The academy will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- A telephone must be available for emergency calls. The academy may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.
- The academy may agree for the hirer to use the academy's first aid equipment. Alternatively, the hirer

must make suitable arrangements for first aid.

- An OA Incident reporting form must be completed by the hirer in the event of an accident or incident occurring on the premises
- The academy's facilities manager/caretaker will check that the premises have been left in a safe condition.

In addition to the above, the academy will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g. coaching qualification.
- The academy may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically (at least every 6 months).
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

9. Hire of Kitchen Facilities

A hire application which includes the use of the kitchen for food storage, production, assembly or service should be discussed with the academy meal contractor before being approved. The academy should consider developing a separate set of conditions, which will include specific details of the areas and equipment the hirer is permitted and not permitted to use.

All areas of the kitchen should be cleaned and left tidy after use, however the academy meal contractor may request that their staff conduct another clean prior to commencing with normal food handling activities, at an additional cost.

10. Licensing ACT 2003 – Alcohol, music, performance of dance, plays and late night refreshment

A licence for any of the above activities is not necessary where a function is not open to the public. Thus weddings, private parties, or similar events are not licensable.

Any event where tickets are sold (i.e. a public event) or where any alcohol is sold (or is provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer provide prior to confirmation of the booking.

11. Gambling Act 2005

No gambling would be allowed without written permission from the academy in consultation with the Trust and relevant licence from the licensing authority.

12. Further guidance

Further guidance on the following aspects can be found in the terms and conditions:

Use and Access	Academy equipment	Indemnity
Health and Safety	Public Entertainment	Loss
Safeguarding and Child Protection	Liquor Licence	Advertising
Charges / Cancellations	Gambling	Smoking/ Use of explosive Substances
Condition and Damage	Copyright legislation	Kitchen/Food and Drink
Hirer's Equipment / Car Parking	Insurance	

Booking Form for Academy Lettings: Olive AP Academy - Havering

(Please use BLOCK CAPITALS)

Name of Hirer: <i>(person, body, association, limited company)</i>	
Address of Hirer:	
Contact Number(s):	
Email Address:	
<i>Please provide details of contact person for the hire if different to the above</i>	
Name/ Address / Contact Number(s)/ Email Address	

Purpose of hire:			
Attendees:	Total number of attendees:	Number of adults:	Number of children:
SINGLE BOOKING	Date of booking:	Start time:	End time:
BLOCK BOOKINGS	Frequency/ Days:		
	Start date:	Start time:	
	End date:	End time:	

Bookings times must allow sufficient time for preparation and clearing away before and after the event.

Facility required (please tick):	Dining Hall <input type="checkbox"/>	Main Hall <input type="checkbox"/>
Classrooms <input type="checkbox"/>	Kitchen <input type="checkbox"/>	MUGA <input type="checkbox"/>
Other (please list)		
Equipment required:		

Other arrangements:	
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The academy does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.

Will refreshments be served?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will alcohol be consumed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If yes, will the alcohol be served or sold?		SERVED <input type="checkbox"/>	SOLD <input type="checkbox"/>
<i>If permitted by the academy, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i>			
Confirmation of public liability and employer's liability insurance of £5million			
YES <input type="checkbox"/> NO <input type="checkbox"/>			
If yes, please provide a copy with this booking form. If no, the academy will contact you to discuss options			
If your organisation works with children and young people, please confirm you have the relevant safeguarding and child protection procedures, risk assessments and DBS certificates in place.			
YES <input type="checkbox"/> NO <input type="checkbox"/>			
Please note you may be required by the Trust to provide evidence of these.			
I have read and accept the terms and conditions and confirm that I am over the age of 18.			
Signed (Hirer):		Date:	
Full Name (Hirer):			
<i>You will be sent confirmation of whether this application has been accepted or rejected by post or email.</i>			
PLEASE RETURN THE FORM TO:			
Gavin Kros, Office Manager OA-Hv, Inskip Drive, Hornchurch, RM15 5UR Phone: 01708 853781 EMAIL: gavin.kros@oliveacademies.org.uk			
(ACADEMY Use Only)			
This application for letting is ACCEPTED / REJECTED			
Signed (Academy):		Date:	
Name:		Position:	
No letting will be regarded as booked until the deposit and booking fee is received in full, all requested paperwork has been submitted and a signed approval letter is issued by the academy.			
Confirmation and evidence of insurance		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, adequate evidence of own insurance cover has been supplied and retained by academy?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will the letting involve working with children/young people.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, the hirer has provided confirmation that they have their own safeguarding procedures		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Olive AP Academy – Havering - Terms and Conditions

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the academy.

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.

USE AND ACCESS

The premises shall only be used for the purpose and times agreed by the academy.

No facility must be sub-let, or reassigned to any other organisation or individual. The academy retains the right to access the premises at all times during the letting period.

The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

The maximum period of time facilities can be booked for is one year. At the end of this time, all bookings will be reviewed by the academy headteacher and OA central.

HEALTH AND SAFETY

The Hirer shall ensure that:

- the number of persons present during the letting does not exceed the number agreed by the academy;
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this information to all members of their group;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident the academy is informed at the earliest opportunity.

SAFEGUARDING AND CHILD PROTECTION

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any policies, risk assessments and DBS certificates required by the hirer must be supplied to the academy on request. Upon request the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

At an event where the majority of attendants are children and the number of children in exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

CHARGES

The deposit and hire fee shall be due and payable seven days before the booking

If the premises are not vacated by the end of the hiring period a penalty charge may be levied for each hour after the end of the hiring period.

In cases of block bookings, the headteacher will identify the blocks payments and the dates by which they are required, for example, with a weekly ongoing booking, termly payments will be expected seven days before the start date. The letting will not be considered booked until payment is received.

CANCELLATIONS

Bookings cancelled by the Hirer with a week's notice - entitled to a full refund of the paid fee.

Bookings cancelled by the Hirer with less than a week's notice – entitled to 50% refund of the paid fee.

Bookings cancelled by the Hirer with less than 24 hours' notice– no refund of the paid fee.

The academy has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

Should the Hirer be in breach of the terms and conditions at any time, the academy can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

CONDITION AND DAMAGE

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refusal sacks should be used and disposed of following the instructions of the academy.

The use of furniture is subject to agreement by the academy and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the academy fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

HIRER'S EQUIPMENT / CAR PARKING

The academy does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided.

ACADEMY EQUIPMENT

No academy equipment will be used without direct permission from the academy. The Hirer is liable for any damage, loss or theft of academy equipment that is used and ensuring its safe return. The use of the academy public address system and any other electronic equipment such as televisions or speakers is not allowed unless directly authorised by the academy.

PUBLIC ENTERTAINMENT

The Trust does not hold a Public Entertainment Licence for public dancing, music or any other public entertainment. The Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

ALCOHOL / LIQUOR LICENCE

Alcohol is not allowed to be sold or served on the premises unless permission is given by the academy. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

GAMBLING

No gambling is allowed without written permission from the academy and relevant licence from the licensing authority.

COPYRIGHT LEGISLATION

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are

adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

INSURANCE

The Hirer must hold public liability insurance in respect of their occupation of the premises for a minimum of £5million and will provide a copy to the academy.

The Hirer must hold Employers Liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements. A copy must be provided to the academy.

The Trust may at its discretion waive the requirement to hold public liability/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the premises for commercial or business purposes). In these circumstances, the academy will arrange for the Hirer to be covered under the Trust's own insurance and any extra associated costs will be reflected in the Hire fee.

INDEMNITY

The Hirer agrees to indemnify the academy against all damages and/or losses reasonably incurred by the Trust arising from the breach by the Hirer of any of the terms of this agreement.

LOSS

The Trust does not accept liability for any loss, theft or damage to property brought onto the premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.

The Hirer will be responsible for the loss of, or damage to the premises or contents of the academy, except when loss or damage are as a result of negligence of the Trust.

ADVERTISING

The academy must approve of all advertising and posters concerning the use of the premises.

SMOKING/ USE OF EXPLOSIVE SUBSTANCES

The whole academy premises is a non-smoking area, and smoking is not permitted within academy buildings or on academy grounds at any time. The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the academy.

KITCHEN / FOOD AND DRINK

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the academy. Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the academy.

Template Approval Letter

[insert applicants name] [insert applicants address]

Dear [insert applicants name]

Re: HIRE OF ACADEMY PREMISES [insert booking reference]

The headteacher of Olive AP Academy – Havering has approved your application subject to the terms and conditions, for the hire of the academy’s premises on [insert date], between [start time] to [end time].

The facilities which you have permission to use are:

[List of accommodation including access to toilets, kitchen, first aid, reception as appropriate]

[list of all equipment]

Other facilities and equipment are not to be used without prior permission.

PAYMENT

Attached is an invoice which covers the booking fee. The invoice must be paid in full a week prior to the booking date. Please note this hire will not be regarded as booked until payment is received.

[In the case of block bookings] – payments should be made by the following dates:

Amount: xxxx

Date: xxxx

Amount: xxxx

Date: xxxxx

Payment can be made by:

Cheque [provide details here]

Online [provide details here]

Cash [provide details here]

Following the hire and once the academy has made certain that the hirer is not liable for any additional charges, the deposit held by the academy will be refunded by [insert method e.g. cheque, cash].

ACADEMY CONTACT

On the date of the hire, the [job title and name e.g. academy care taker] will be your main point of contact.

[Name] can be contacted on the following [supply mobile and land line number if appropriate].

Yours faithfully

Headteacher on behalf of Olive Academies MAT

Olive AP Academy – Havering – letting charges 2019-20

Space	Capacity	Commercial	Community
Hall	120	£50 per hour	£40 per hour
Catering Kitchen	up to 100	£20 per hour	£10 per hour
Storage Space	n/a	£5 per month per m2	£5 per month per m2
Standard Classroom	7 classrooms (7-12 persons)	£20 per hour	£10 per hour
Teaching Kitchen	8 people	£20 per hour	£10 per hour
Add. Cleaning	n/a	£15 per hour	£15 per hour
<p>Discount: for regular hirers a discount may be applied to the listed prices; this is at the discretion of the Trust.</p>			
<p>Additional Charges: for bookings that start or finish outside of normal academy operating hours, an increase in charges (e.g. to cover the cost of heating, unlocking and locking the premises etc) may be at the discretion of the Trust.</p>			
<p>Sports bookings: may be VAT payable in accordance with current VAT regulations – to be advised at the time of booking.</p>			

Olive AP Academy – Havering

All enquiries about booking academy facilities should be directed to: Gavin Kros,
(gavin.kros@oliveacademies.org.uk)

Lettings checklist for academy staff

	Done by	Date
Process Checklist:		
Send enquiry pack with schedule of charges, terms and conditions and booking form etc		
Completed booking form received by academy – any queries followed up		
Assess suitability of activity		
Check availability of premises/ equipment/caretaker or security staff		
If the completed application is from an organisation which will be working with children/young people, the academy has followed the relevant safeguarding procedures.		
Calculate cost of hire		
Book letting into the diary with hirers name and contact number		
Where the booking has been accepted, letter provisionally confirming the hire sent to the applicant along with an invoice to cover the booking fee and deposit (if applicable)		
Deposit/ payment received		
Check booking in diary, arrangements with caretaking staff and others where appropriate		
Health and Safety Checklist:		
<p>The academy has informed the Hirer of the following:</p> <ul style="list-style-type: none"> • Limits on accommodation and equipment (e.g. out of bounds area) • Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits • Location of first aid box (if hirer not providing their own) • Location of toilets • Any smoking restrictions • Who to inform of any accidents/ incidents/damage or hazards <p>In the case of “repeat” bookings the person on duty should inform the Hirer of any changes regarding the building etc</p>		
After the booking:		
Caretaking staff checked the premises for any damage		
Return deposit if everything reported to be in order (if applicable)		