

# RIPLEY ST THOMAS

A CHURCH OF ENGLAND ACADEMY



## Lettings Policy

Originator	P Mashiter
Date	June 2023
Revision Due Date	June 2025

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*An Education for Life*

## **1. Introduction**

The Governing Body encourages community use of the Academy facilities, provided that no letting is detrimental to the Academy or its pupils, and reserves the right to refuse any letting application.

## **2. Definitions**

A letting is defined as “any use of the Academy premises (buildings and grounds) by individuals, not-for-profit organisations or commercial organisations”. A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for its pupils. The Governing Body will ensure that the Academy budget does not subsidise non-school activities and that all costs are recovered.

Governing Body meetings and extra-curricular activities of pupils supervised by Academy staff fall within the corporate life of the Academy and any costs incurred are a legitimate charge against the Academy budget.

## **3. Governance**

The Headteacher is accountable to the Governing Body for the Academy buildings and grounds. Responsibility for the management of lettings is delegated to the School Business Manager, in accordance with this policy.

If the School Business Manager has any concern about whether a particular letting is appropriate they will refer the matter to the Headteacher Governing Body or representative committee empowered to make the decision on its behalf.

The Facilities Manager will monitor use of the premises to ensure that lettings are not detrimental to the Academy. Should this be the case, it must be reported to the School Business Manager and the letting may be terminated.

## **4. Administration**

- 4.1 Prospective hirers should contact the Finance Officer who will identify their requirements and clarify the facilities available before issuing an Application Form.
- 4.2 Hirers must be willing to meet with Academy officials and provide details of their aims and objectives.
- 4.3 Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.
- 4.4 A Letting Application Form (Appendix 1) must be completed by all applicants. If the application is approved by the Academy a signed copy will be issued to the hirer. Lettings will be for periods of no longer than 12 months.
- 4.5 Applications may only be amended at least seven days in advance of the booking, subject to availability. Amendments within seven days may incur additional costs.

- 4.6 Each hirer using the Academy will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
- 4.7 Organisations wishing to hire the pool will need to complete the Swimming Pool Application Form (Appendix 2) and comply with the detailed conditions set out therein.

## **5. Charges**

- 5.1 Prospective hirers will be notified of the lettings charges at the point of application.
- 5.2 Charges will be reviewed annually by the Finance Committee of the Governing Body and will take account of all premises and staffing costs.
- 5.3 Unless otherwise agreed, the person named on the booking form will be responsible for payment of the hire fee and any liability arising from the booking.
- 5.4 Hirers must adhere to the agreed booking times. Lettings that overrun may result in additional charges.
- 5.5 Arrangements for the payment of each letting will be made in advance with the hirer concerned. Regular bookings will normally be invoiced in November, February and June for the current term, and will be payable within one month. Occasional bookings will be payable in advance of the letting.
- 5.6 Individual cancellations within block booking periods will normally still be chargeable.
- 5.7 Occasional bookings may only be cancelled with at least seven days' notice.
- 5.8 In general, the letting of rooms for non-sporting activities is exempt of VAT. Sports lettings are subject to VAT; however, there are exemptions which apply to the majority of non-commercial sports lettings. For specific lettings clarification should be sought from the School Business Manager.
- 5.9 Where damage or excessive additional cleaning has occurred as a result of the letting then additional charges may be made.
- 5.10 Should the Academy need to cancel a booking for any reason, an alternative date may be offered or the session charge refunded/credited against the invoice.

## **6. Guidelines**

- 6.1 Hirers should ensure that all activities and equipment comply with health and safety requirements and do not present risk of fire.
- 6.2 Any hirer using the Academy must be properly insured and insurance documents must be attached to the application.
- 6.3 All hirers will be required to undergo an induction session and risk assessment.

- 6.4 The School Business Manager will determine whether a nominated person from the Academy is required on site when the premises are being used. If not, a responsible person must be on call.
- 6.5 Users must vacate the premises by the agreed time, which will not normally be later than 10.00pm. Please be considerate of local residents and keep noise to a minimum, particularly when leaving the premises at night. The premises must be left in a tidy state.
- 6.6 Smoking is not allowed ANYWHERE on the premises, in line with school policy.
- 6.7 Alcoholic Drinks:
- a. An occasional licence must be obtained where appropriate. The licensee is responsible for conduct of bar sales, etc.
  - b. No alcohol is to be stored or retained on the premises when pupils are in school.
- 6.8 Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting.
- 6.9 Access to the Academy's toilet facilities is included as part of the hire arrangements.

**This policy should be read in conjunction with the Hiring Conditions enclosed with the Application Form.**

## Appendix 1

<b>USE OF RIPLEY ST THOMAS CHURCH OF ENGLAND ACADEMY PREMISES APPLICATION FORM</b>
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1. Name of Organisation:

2. Organisation Type (delete as applicable): Corporate / Community / Individual

3. Name of Applicant:

4. Address:

5. Telephone: Email:

6. Name and address of person to be billed (if different to above):

7. Date(s) required (current academic year only – term time): Year: 20


***Continue on a separate sheet if necessary.***

8. Purpose required (delete as applicable) Individual / Community Group / Commercial

9. Facilities required:

TYPE OF ACCOMMODATION	TICK IF REQUIRED	TIME REQUIRED	
		FROM:	TO:
<b>MAIN SCHOOL</b>			
Classroom (detail required)			
Assembly Hall			
Dance Studio			
Sports Hall			
Gymnasium			

All Weather Pitch			
Cricket Pitch			
Chapel			
<b>SIXTH FORM CENTRE</b>			
Phythian Hall			
Training Suite			
Kitchen/Dining Area			
Classroom (detail required)			
The Hive			

<b>ADDITIONAL REQUIREMENTS</b>	<b>DETAIL</b>
Changing room only	
Changing room and showers	
Please state any additional requirements	

10. Details:

a)	Will the general public be admitted?	Yes / No <i>(delete as appropriate)</i>
b)	Details of admission charges:	
c)	Is copyright music to be performed?	Yes / No <i>(delete as appropriate)</i>
d)	Will the use of any equipment be required?	Yes / No <i>(delete as appropriate)</i>
e)	Maximum number of people attending:	
f)	Age range of people attending:	
g)	Will alcohol be served?	Yes / No <i>(delete as appropriate)</i>
h)	Do you intend to use/bring any electrical equipment?	Yes / No <i>(delete as appropriate)</i>

***If you answer yes to any of the above, please provide further details on a separate sheet.***

11. Memorandum of Agreement and Indemnity:

- 11.1 In consideration of the Governors granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors the prescribed hire charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.
- 11.2 It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors, their officers, servants or agents.
- 11.3 Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for Hirers to erect any temporary wiring for specific function or purpose shall only be carried out on approval by the Facilities Manager. Further I/we undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

- 11.4 It is further acknowledged and agreed that I/we will indemnify the Governors in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.
- 11.5 I/we hereby agree to provide evidence that I/we have adequate insurance to cover the above indemnities.
- 11.6 I/we hereby agree that the Hiring Conditions (Appendix A) and Lettings Policy (attached) have been read and understood and I/we agree to adhere to all rules set out within them.

**Signed** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Date** \_\_\_\_\_

#### **ACADEMY USE ONLY**

This application for the use of Academy premises is acceptable to us: Yes/No

The Governors have determined that this will be:

- a) A free letting Yes/No
- b) A chargeable letting Yes/No at a cost of £ \_\_\_\_\_ per hour/session
- c) Chargeable to VAT Yes/No exemption basis: \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**School Business Manager**

## Appendix A

# Ripley St Thomas CE Academy

**The Hirer should retain the Hiring Conditions and  
return the Hiring Application to the Director of Business & Finance**

### ACADEMY PREMISES HIRING AGREEMENT – HIRING CONDITIONS

1. In this Agreement:
  - 1.1 "the Owners" in this agreement means Ripley St Thomas CE Academy, Ashton Road, Lancaster, LA1 4RS.
  - 1.2 "the Agent" means the Headteacher.
  - 1.3 "the Hirer" means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
  - 1.4 "the Academy Premises" means the above-mentioned Academy or any part of it
2. The Hirer shall:
  - 2.1 not permit more than the number of persons stated in the application form to be in the Academy Premises at any one time.
  - 2.2 not use the Academy Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
  - 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the Academy Premises under the terms of this Agreement. It constitutes permission only to use the Academy Premises and confers no tenancy or other right of occupation on the Hirer.
  - 2.4 not permit any animals to be brought onto or kept on the Academy Premises.
  - 2.5 comply with and observe the Academy's no-smoking policy on all parts of the Academy Premises including its grounds (not just in that part of the Academy Premises hired under this Agreement).
  - 2.6 indemnify and keep the Owners indemnified against all personal injury claims, damage to the Academy Premises and/or damage or loss of any property on the Academy Premises occurring in relation to the hiring or while persons are entering or leaving the Academy Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring. The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place. For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.
  - 2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the Academy Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the Academy Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the Academy Premises during or in relation to the hiring in respect of any such loss, damage or injury.
  - 2.8 accept that the use of the Academy Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the Academy Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
  - 2.9 shall ensure that at all times good order is kept on the Academy Premises.
  - 2.10 not use Academy equipment without the Agent's specific consent. Any telephone calls on the Academy 'phone must be paid for unless they are genuine emergency calls.
  - 2.11 accept that the Owners or the Agent may put a stop to any activity on the Academy Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
  - 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects are not driven into the fabric or furnishings of the Academy Premises nor shall any articles be affixed thereto.
  - 2.13 ensure that no structural alterations whatsoever shall be made to the Academy Premises.
  - 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
  - 2.15 leave the Academy Premises in a clean and orderly state at the end of the hiring or each session of use.
  - 2.16 ensure that all property brought onto the Academy Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the Academy Premises.
  - 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the Academy Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the Academy Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the Academy Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
  - 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the Academy Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time. In the event that any appliance is discharged, the hirer will be charged for the cost to refill or replace the discharged appliance.
  - 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the Academy Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the Academy Premises or used in them.
  - 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.
  - 2.21 comply with all conditions attached to the Premises License or any other license held by the Academy. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.
  - 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
  - 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
  - 2.24 if the hiring includes the use of the Academy kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
  - 2.25 ensure that nothing shall be done on the Academy Premises which shall endanger other users or invalidate any insurance cover relating to the Academy Premises.
  - 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Hirer's activities when children are on the Academy Premises.
  - 2.27 at all times during the hiring maintain acceptable behaviour.
  - 2.28 at all times during the hiring comply with the Academy's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction.
  - 2.29 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring.
  - 2.30 the Hirer is responsible for provision of first aid facilities, including qualified personnel where required and the provision of first aid kit.
3. Termination:
  - 3.1 this hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form.
  - 3.2 notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.



## Appendix 2

<b>USE OF RIPLEY ST THOMAS CHURCH OF ENGLAND ACADEMY SWIMMING POOL APPLICATION FORM</b>
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1. Name of Organisation:

2. Organisation Type (delete as applicable): Corporate / Community / Individual

3. Name of Applicant:

4. Address:

5. Telephone: Email:

6. Name and address of person to be billed (if different to above):

7. Date(s) required (current academic year only – term time): Year: 20


***Continue on a separate sheet if necessary.***

8. Purpose for which pool required (delete as applicable): Lessons / Sporting / Leisure

9. Details:

a)	Will the general public be admitted?	Yes / No <i>(delete as appropriate)</i>
b)	Details of admission charges:	
c)	Approximate number of people in pool (at one time):	
d)	Approximate number of people poolside (at one time):	
e)	Number of lifeguards to be present during the session:	

f)	Competency of the swimmers attending:	
g)	Is copyright music to be used?	Yes / No <i>(delete as appropriate)</i>
h)	Do you intend to use/bring any electrical equipment?	Yes / No <i>(delete as appropriate)</i>

***If you answer yes to any of the above, please provide further details on a separate sheet.***

#### 10. Pool Safety Operating Procedure (PSOP)

I/we have received a copy of the Pool Safety Operating Procedure (PSOP), comprising the normal and emergency operating procedures, and I/we have read and understood these documents.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_

#### 11. VAT regulations related to the hire of the swimming pool:

The letting of the swimming pool is standard rated for VAT purposes. However, a number of exemptions exist which are applicable to the majority of non-corporate lettings. Exemption will be reviewed on a case by case basis. All corporate lettings will be subject to VAT.

#### 12. Terms & Conditions of Hire:

- a. Those hiring the pool must, at their own expense, provide **constant poolside** supervision by a lifeguard.
- b. Lifeguard supervision cannot be provided by those teaching whilst they are **in the water**.
- c. The lifeguard must hold a current lifeguard qualification issued by The Royal Life Saving Society (RLSS) or Swimming Teaching Award (STA). Evidence of the qualification for each person providing lifeguard cover needs to be provided to the Academy prior to commencement.
- d. The lifeguard must be dressed in a manner that makes them **easily distinguishable** as such and must also carry a whistle.
- e. The lifeguard(s) on duty are to **sign in/out** at the start/end of each session. The book is located in the pink plastic poolside box, by door D (see PSOP).
- f. The lifeguard is responsible for **unlocking the poolside changing rooms** at the beginning of the session and locking the poolside changing rooms at the end of the session. No persons should enter the pool until the lifeguard has ascertained that it is safe to do so.

- g. A lifeguard is responsible for undertaking and documenting a **risk assessment before each session** in order to satisfy themselves that the pool is safe to swim in. Site staff should be contacted immediately if any concerns over health and safety are apparent. Copies of risk assessment documentation should be available for inspection at the Academy's request.
- h. All persons providing swimming tuition are required to be **suitably qualified**. A list of all persons within the organisation hiring the pool who are to be engaged in the teaching of swimming must be provided to the Academy, together with evidence of their qualifications. Any additions to this list should be notified to the Academy prior to that person commencing teaching.
- i. Any incidents, accidents or near-misses must be **notified to the site staff** at the first available opportunity in order that a record can be kept and any necessary measures taken. All incidents, accidents or near-misses must be recorded in the accident book located in the pink plastic poolside box, by door D (see PSOP).
- j. **Spot checks** will be carried out regarding the guidelines above and failure to meet any of these criteria will result in the immediate cessation of the session.
- k. The above terms are to be read in conjunction with the **Instructions for the Use of Swimming Pools** document included in the PSOP.

### 13. Memorandum of Agreement and Indemnity:

- a. In consideration of the Governors granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors the prescribed hire charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.
- b. It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors, their officers, servants or agents.
- c. Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by the Facilities Manager. Further I/we undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.
- d. It is further acknowledged and agreed that I/we will indemnify the Governors in respect of all actions, costs, claims and demands arising out of any breach of

copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

- e. I/we hereby agree to provide evidence that I/we have adequate insurance to cover the above indemnities.
- f. I/we hereby agree that the Terms & Conditions of Hire detailed in section 11 and the general Terms of Hire (Appendix 1) have been read and understood and I/we agree to adhere to all rules set out within them.

**Signed**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Date**\_\_\_\_\_

#### **ACADEMY USE ONLY**

This application for the use of Academy premises is acceptable to us: Yes/No

The Governors have determined that this will be:

- d) A free letting Yes/No
- e) A chargeable letting Yes/No at a cost of £ \_\_\_\_\_ per hour/session
- f) Chargeable to VAT Yes/No exemption basis: \_\_\_\_\_

**Signed**\_\_\_\_\_

**Date**\_\_\_\_\_

**School Business Manager**