



## **Mulberry Park Educate Together Primary Academy**

# **POLICY AND AGREEMENT FOR LETTINGS**

Approved: May 2018

By: Head

Ratified: May 2018

By: Trust Executive Head

Reviewed: October 2020

# **This lettings agreement (the “Agreement”) dated 14th Oct 2020**

## **Between:**

Mulberry Park Educate Together Primary Academy

Address: Mulberry Way, Combe Down, Bath, BA2 5BU  
(the “Landlord”)

## **And**

The hirer

## **The facilities to be let at Mulberry Park Educate Together Primary Academy, Mulberry Way, Combe Down, Bath, BA2 5BU are:**

- The 4G pitch
- MUGA
- Hall
- Car park

## **Mulberry Park Educate Together Primary Lettings Policy**

### **LETTINGS AND AGREEMENT**

#### **1. Adoption**

ETAT (Educate Together Academy Trust) for Mulberry Park ET have adopted the lettings policy set out below.

#### **2. Introduction**

ETAT regard the Academy building and grounds, including the 4G pitch and MUGA, 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 ETAT is to support the Academy in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

#### **3. Definition of a letting**

A letting may be defined as:

“Any use of the Academy buildings and grounds by parties other than the Academy and its partners. This may be a community group (such as a local music group or rugby team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

The following activities fall within the corporate life of the Academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy’s delegated

budget.

- ADC/Trust Board meetings
- Extra-curricular activities for pupils organised by the Academy
- Academy performances
- Family learning
- Parents' meetings
- Parent workshops or coffee mornings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations.

#### **4. Priority for lettings**

ETAT is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to Mulberry Park ET pupils and their families
- Lettings that encourage wrap around care, breakfast club and the after school club.
- Recreational activities open to Mulberry Park ET pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the Academy
- Lettings to people living in the Academy's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the Academy or are not able to be accommodated within the Academy's facilities.

- Commercial activities with little potential to generate income or support for the Academy
- Events selling alcohol
- Activities promoting gambling

#### **5. Types of Lettings**

ETAT has agreed to define lettings under the following categories:

- Academy Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the Academy wishes to subsidise

- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

## **6. Charges**

ETAT is responsible for setting charges for the letting of the Academy premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually, during the month of April, for implementation from the 1<sup>st</sup> of September that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head Teacher and Trust CFO are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The Academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

ETAT will seek to recover any cost incurred by the Academy that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

All sessions will be invoiced on a half termly basis with invoices sent out during the last week of the term prior with payment needed before the first session. Failure to make payment before the first session could result in the booking being cancelled.

## **7. Letting times, available facilities and equipment**

The following times, facilities and equipment available are agreed as follows:

School Hall  
8am - 5pm

4.30pm – 9.30pm  
4G pitch  
MUGA  
Car park

Variations to these facilities and times will be subject to the approval of the Headteacher.

## **8. Conduct of users**

This is set out in the Terms and Conditions for use of school premises (attached).

## **9. Security**

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

## **10. Management of lettings**

ETAT has delegated day-to-day responsibility for lettings to the Headteacher and Trust CFO in accordance with ETAT's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult ETAT's CFO (Chief Finance Officer).

An Annual report on lettings will be made to the CFO and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

## **11. Considering applications for lettings**

Organisations seeking to hire the Academy premises should approach the Headteacher. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Headteacher **will** decide on the application with consideration to:

- the priorities for lettings agreed by ETAT and set out in the Academy's lettings policy.
- the availability of the facilities and staff
- the Academy's Equality, Health and Safety, Child Protection (Safeguarding) policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **12. Issuing a Lettings Agreement**

Once a letting has been approved, a letter or email of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Agreement.

The Lettings Agreement should then be signed and returned to the Academy. The Academy shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with ETAT's current scale of charges. We will seek payment in advance in order to reduce any possible negative debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by

the school and reported under the guidelines in the Financial Management Manual.

The Headteacher on behalf of ETAT has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

## **12. Covid-19**

All hirers must provide a full risk assessment to adhere to current government guidelines. This will be kept on file.

If any persons using the pitch display symptoms (such as high temperature, new and continuous dry cough, loss or change to their sense of smell or taste) the session must finish and the school informed.

The sessions would be suspended until negative tests are obtained or the isolation period has finished.

## **Terms and Conditions**

### **EQUIPMENT AND ACCOMMODATION**

A The hirer must pay the Academy the cost of making good any damage to property that may ensue. The hirer must clear away any rubbish and leave the premises in the condition in which they were found.

The hirer must ensure that any rubbish within the 4G pitch/MUGA is taken off site at the end of each session. No litter is to remain on the school grounds.

B Any desks, furniture or equipment in the room or pitch hired must not be interfered without the prior approval of the Headteacher.

Standing on seats, furniture, window sills or climbing the fence, goal posts etc. is not permitted.

Fittings, fixtures or decorations of any kind are not allowed, other than temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.

C Chalk, resin or polishing materials may not be used on floors.

D The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the Headteacher

E Specialist rooms and equipment (including gymnastic equipment, public address systems, sound systems etc.) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Headteacher. The hirer is responsible for their proper use if approved.

F The Academy does not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.

- G Chairs installed in the premises may be used by special arrangement. The Academy does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting. No items are to be left on the Academy premises.
- H Football and netball goals must be left in the position that they are found in.
- I Any loss or damage to the coded padlocks is the responsibility of the hirer. The hirer is responsible for ensuring that the padlocks are locked and the site is secure before leaving. The padlock code must not be shared with anyone and must not be visible.
- J Any equipment e.g. goal posts, footballs etc, that is on the pitch which does not belong to the organisation hiring the space must be left where it is found.
- K Under no circumstances should organisers leave the space that they have hired to retrieve balls etc. Climbing of the fences surrounding the pitches is strictly forbidden.

## **LEGAL REQUIREMENTS**

- L The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of ETAT.
- M The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment provided for children, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more children being admitted to the building/outdoor spaces than can be safely accommodated there and to control the movement of the children while entering and leaving the building/outdoor spaces and to take all other reasonable precautions for the safety of the children.
- N The hirer will to the best of their endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting.
- O The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

## **INSURANCE**

- P It is the responsibility of the hirer to have public liability insurance covering them to the amount of £5million.
- Q Evidence of the insurance must be shown to the Academy before the letting commences. A copy will be retained on file with regards to expiry dates of hirer's insurance. This will be checked on a yearly basis.

R The Academy is not responsible for any loss, damage or accidents incurred during the use of these facilities.

### **CONDITIONS OF PREMISES**

S While ETAT give no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state.

T Hirers are responsible for ensuring that the premises are left tidy and free of litter when they leave the site.

U It is the hirer's responsibility to ensure that any damages are reported to the school immediately.

### **PAYMENT AND BOOKING**

V Invoices will be sent for the following term's booking during the last week of the term prior. Payment will be due before the first session on the booking form.

W In order to secure the booking, full payment for the following term is needed. Failure to pay will result in the booking being cancelled.

X Once payment is received and booking is confirmed, any changes to the booking will not be reimbursed.

### **COMPLIANCE WITH CONDITIONS**

Y Failure by the hirer to comply with any of the above conditions, whether intentionally or not, may be deemed by ETAT to be a just cause for the immediate cancellation of any letting or series of lettings.

Z The Headteacher has the right to terminate any booking if the above is not adhered to.

### **SCHEDULE OF CHARGES (2020/21)**

Charges are based on the letting of the facilities set out within this agreement with access to the school car park.

The Headteacher and ETAT reserve the right at their discretion to waive, or otherwise reduce, the lettings charges made in specific circumstances.

MUGA and Hall hire price on request

Community use of 4G pitch (term time only) £35/hour

Regular 4G pitch hire (term time only) £40/hour



This is subject to a yearly review.

#### Access to facilities/spaces

Access to the following areas is granted in this agreement:

- 4G pitch
- Car park
- Hall
- MUGA

#### **Notes**

The hirer is expected to extend courtesy to local residents in respect of noise and parking and events will not extend beyond 9.45pm. All bookings are at the discretion of the trustees. The Headteacher and ETAT reserve the right to refuse requests to hire the school premises.

All users will be responsible for leaving the building, facilities and premises clean and tidy and removing any rubbish from the site.

Users will be expected to comply with Health and Safety and Fire Regulations as they apply to the Academy, a copy of the policies are available from the Academy's office or on the Academy's website.