



FROME VALE ACADEMY LETTINGS
PROCEDURES

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Introduction

Frome Vale Academy regards the 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 Frome Vale Academy is to support the Principal and the staff 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.

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 reimbursed to the academy's budget.

Definition of a Letting

A letting may be defined as "any use of the academy premises (buildings and grounds) by either a community group, or a commercial organisation". 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, Frome Vale Academy Council meetings and extra-curricular activities of students supervised by academy staff, fall within the corporate life of the academy. Academy activities will take precedence over lettings. Costs arising from these uses are, therefore, a legitimate charge against the academy's delegated budget.

Charges for a Letting

Frome Vale Academy 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)

VAT

The letting of a basic room or use of land for non-sporting activities is exempt of VAT, however sports lettings are subject to VAT (although there are exemptions under certain circumstances). All other services and facilities provided with the letting including the hire of equipment are subject to VAT.

VAT on Sporting Facilities Charges

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied and the Academy has not opted to tax its sports facilities, the hire charges can be treated as exempt. The following supplies are exempt from VAT when the user is a club, association, school or organisation representing affiliated clubs and where:

1. The club etc purchases a series of ten or more sessions where all of the following conditions are satisfied:

- i. Each session is for the same activity to be played at the same location;
- ii. There must be an interval of between 1 and 14 days between each session;
- iii. The fees are payable by the club in relation to the 10 sessions and this is evidenced by a written agreement; and
- iv. The customer (i.e. the club) has the exclusive use of the court or pitch; that is no one other than the club can use the allocated court or pitch during the period of the booking.

2. The club etc has use of the facilities for a period of continuous use exceeding 24 hours. In order to obtain the VAT exemption the club must have continuous access to the facilities for the 24 hour period, if the facilities are locked over night during which time the club does not have access to the facilities, the sale will be subject to VAT at the standard rate.

Management and Administration of Lettings

The Operations Manager is responsible for the management of lettings, in accordance with Frome Vale Academy's Procedures. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. If the Principal has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Operations Manager (or alternative, as appropriate), who is empowered to determine the issue on behalf of Frome Vale Academy.

Ensure any new lettings are discussed with the CLF Leisure and Letting Manager.

The Administrative Process Organisations seeking to hire the academy premises should approach the Operations Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Booking Form, together with the relevant required insurance documentation and payment, must be completed and submitted at this stage. Frome Vale Academy 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 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.

Frome Vale Academy are mindful of their responsibilities in safeguarding the Academy from bad debt. Therefore, payment at the time of booking is the norm. Bank transfer is acceptable. 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 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.

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.

1. Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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. If a particular letting involves contact with the academy’s students, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DFE guidance. These checks must be made by prior arrangement with the Principal, with at least half a term's notice in advance to ensure that the checks can be carried out in time. The Hirer is responsible for ensuring all their personnel have been Disclosure Barring check via the Disclosure Barring Service (DBS). Frome Vale Academy at its discretion reserves the right to request that all the Hirer’s personnel are DBS checked. Failure to comply with the request will revoke the letting agreement.

2. Priority of Use

In the unlikely event that Frome Vale Academy needs to cancel a booking due to unforeseen circumstances, we will endeavour to move the booking to alternative venues and will attempt to give 10 days’ notice where possible. Should this not be possible, we will refund the cost of the booking. The Operations Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to academy functions.

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. If the number of persons using the premises exceed the stated attendees, Frome Vale Academy reserves the right to cancel the booking with immediate effect and refuse entry under Health and Safety conditions.

4. Behaviour

The Hirer shall be responsible for ensuring the preservation of good language, behaviour and order for the full duration of the letting and until the premises are vacated.

5. Public Safety

The Hirer shall be responsible for adherence to Frome Vale Academy’s Health and Safety regulations and the prevention of overcrowding (such as would endanger public safety). The maximum capacity

for the main hall is 300 people. You must ensure that the number of people does not prevent the keeping clear all gangways, passages and exits. Therefore, for a seated event we would expect the number of people to be reduced to around 180 seated. 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.

6. Public Safety – Fire

Hirers must ensure they are fully conversant with the fire emergency actions, including alerting the fire and rescue service. Please ensure you dial 999. Ensure the emergency button is deployed. On doing this the fire alarm will sound with a continuous bell. The hirer must take responsibility for the safe evacuation of all those in the hall. Evacuate the building using the nearest fire exit. We have two assembly points (1 is located in the main playground and 2 is located at the front of the school adjacent to the carpark). It is the hirers responsibility to ensure a register is completed for each booking date and this register should be used to inform the fire brigade of any missing attendees. No-one should re-enter the building unless given the all clear by the fire brigade. The hirer will not introduce additional fire hazards without prior consultation with the school.

7. 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. Damage, Loss or Injury

The Hirer warrants to Frome Vale Academy 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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

9. Insurance for One-off Lettings

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m. Frome Vale Academy and Cabot Learning Federation WILL NOT be responsible for any injury to persons or damage to property arising out of the letting of the premises.

10. 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 is liable for paying all reparation and / or replacement cost. Frome Vale Academy reserves the right to terminate the letting agreement if in its opinion the Hirer have not taken

sufficient steps to preserve, protect and safeguard the premises, property and equipment of Frome Vale Academy.

11. Academy Equipment

This can only be used if requested and hired on the initial application form, and if its use is approved by the Operations Manager. There will be an additional charge and deposit requirement of £500 for the use of Frome Vale Academy's Equipment. 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. All replacement cost will be invoiced to the Hirer.

12. Electrical Equipment

Any electrical equipment brought by the Hirer onto the academy site MUST comply with the Academy code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer approved by Frome Vale Academy. The intention to use any electrical equipment must be notified on the application.

13. Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting as designated by Frome Vale Academy.

14. Toilet and Waste Facilities

Access to the academy's toilet facilities is included as part of the hire arrangements. Additional arrangements such as hire of portable toilets and waste disposal will need to be made for large scale events.

15. 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 resources is not available.

16. In the Event of an Incident or Near Miss

Frome Vale Academy will ensure that Incident Report forms are made available to the hirer who in turn, must ensure one is completed whenever necessary. The Academy will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

17. Food and Drink

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

18. Smoking, Alcohol, Intoxicants and Illegal Substances

SMOKING IS NOT PERMITTED IN ANY PART OF FROME VALE ACADEMY'S GROUNDS. This includes the use of Vapes (electronic cigarettes). The whole of the academy premises is a non-smoking area. No intoxicants or illegal substances shall be brought on to or consumed on the premises. Alcohol must not be brought onto the premises unless a license has been obtained prior to the hire.

19. Heels and Shoes

No stiletto or any type of thin heel is to be worn on the Academy's premises except with prior arrangement with the Operations Manager. Anyone caught wearing stiletto or thin heel without prior arrangement made, will be invoiced for the repair of the Academy floor. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

20. Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Frome Vale Academy and Cabot Learning Federation 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 agreement.

21. Sub-letting

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

22. Charges

Hire charges are reviewed annually and the current charge is set out in the Frome Vale Academy's Lettings' Charges.

23. 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 Frome Vale Academy on an annual basis or during extraordinary circumstances such as COVID-19) and that the letting may be cancelled, provided that in each circumstance at least 10 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

24. Security

The Academy will hire and pay for a person to be responsible for the security 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. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of Frome Vale Academy.

25. Right of Access

Frome Vale Academy reserves the right of access to the premises during any letting. The Principal or members of Frome Vale Academy may monitor activities from time to time.

26. Conclusion of the Letting

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

27. 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 leave the academy by the nearest exit and assemble by the main entrance gate. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures. Frome Vale Academy will carry out spot checks to ensure that clients of the Hirers are aware of this.

28. Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the academy must be sanctioned by the Principal two weeks prior to distribution by the Hirer.

29. Complaints Procedure

The following comprises the complaints procedure for lettings:

- a) If the Academy has a concern about a letting, The Operations Manager or delegated representative will raise the concern with the hirer.
- b) If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
- c) If the hirer has a concern they should talk to the Operations Manager.
- d) If this concern is still unresolved, they should follow the Academy complaints procedure (submit a complaint in writing to the Principal) which is available on the Frome Vale Academy's website.
- e) If a third party complains, The Operations Manager will at first deal with the complaint and attempt to resolve the situation.
- f) If this is not successful, the concern will be taken to the Frome Vale Academy's Council. The third party will be advised to follow the Frome Vale Academy's complaints procedure.

Next Steps

- 1) Complete the CLF Leisure and Bookings form
- 2) Complete the New Customer Form
- 3) Complete the Sharing of Safeguarding concerns agreement
- 4) Complete the CLF Quality Assurance form (if required)