



Maplefields Academy

Premises Lettings Policy

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| Accountability: | Ratified by: Finance & Personnel Committee |
| Trustee Committee: Finance & Personnel SLT: J Walker | Name: Sue McKim |
| Revised Date September 2023 | Signed: |
| Ratified Date: | Date: |
| Review Date: September 2023 | Chair of Trustees: Howard Reid |

1. Adoption

The board of trustees at Maplefields Academy have adopted the lettings policy set out below.

2. Introduction

The board of trustees will make every reasonable effort to ensure the academy buildings and facilities are available for community use. However, the overriding aim of the board of trustees is to support the academy in providing the best possible education for its pupils. Any hire of the premises or facilities to outside community users will be considered with this in mind.

3. Definition of a Letting

A letting may be defined as 'any use of the academy premises or facilities by either a community group or a commercial organisation, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its pupils.

4. Charges for a Letting

The board of trustees are responsible for the reviewing and setting of the charges for the letting of the academy premises and facilities (please refer to the scale of fees and chargers Annex A)

5. Applying to use the Academy

Applying to use the academy premises should be made to the person responsible for the management of lettings (Paul Lamb) or the academy Finance Manager (Lauren Elliot).

The board of trustees 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 confirmed in writing.

6. Letting Agreement

Once a letting has been approved the community user or organisation will need to complete the following documentation; booking form (Annex B), signed safeguarding agreement and signed letting agreement/terms and conditions form (Annex C). All documentation should be signed by a named individual and the agreement

should be in their name, giving their permanent private address. The named individual applying to hire the premises or facilities will be invoiced the cost of the letting.

7. Termination of Letting Agreement

The board of trustees/headteacher has the immediate power to terminate any letting agreement relating to the hire of the academy premises or facilities, in accordance with the terms and conditions of the model agreement attached.

8. Safeguarding

The community user group or organisation wishing to hire the academy premises or facilities shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the academy for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Criminal Record Bureau checks.

The board of trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the board of trustees are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

The requirements of the academy and its board of trustees with regard to the safeguarding of children are outlined in the safeguarding agreement which is to be completed and signed prior to any booking taking place.

If they receive an allegation relating to an incident where an individual or organisation has been using the academies facilities for running an activity for children. The academy and board of trustees in line with KCSIE will follow the academies safeguarding policies and procedures and inform the local authority designated officer (LADO).

Terms and Conditions of Letting of the Academy Premises / Facilities

These terms and conditions must be complied adhered to.

The 'hirer' shall be a named individual on the letting agreement and this person will be personally responsible for the 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 letting 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.

2. CRIMINAL RECORD BUREAU (DBS) CHECKS

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the board of trustees/headteacher, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the academy any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request and the original documents must be supplied prior to the first booking taking place so that they can be copied and stored on file.

3. INDEMNITY AND INSURANCE

The hirer shall insure, with a reputable insurance office and will have the correct level of insurance cover against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

The hirer shall produce the policy of insurance upon request which will be supplied to copy and placed on file. It will also be checked by the Lettings Manager, Paul Lamb

Neither the academy nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the academy premises or facilities which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the academy the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the board of trustees against all sums of money which the board of trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the academy's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the board of trustees/headteacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the board of trustees/headteacher
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The board of trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the academy of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used other than for the purpose of the premises requested. No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 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.

6.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in academy buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the request being made on the booking application form. All requests must be approved by the board of trustees/headteacher in line with current food hygiene regulations.

6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

If a booking requires the kitchens/food rooms it is the responsibility of the hirer to have the necessary up to date qualifications relating to current food hygiene standards. Documentation will need to be supplied prior to the booking to be copied and stored on file.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the board of trustees/headteacher, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING

The whole of the academy premises, which includes all of the grounds, is a non-smoking area, and smoking is not permitted.

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events on the academy premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.10 DISPOSAL OF WASTE

The hirer must comply with the academy's arrangements for disposal of any rubbish or waste materials.

6.11 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

6.12 RULES

The hirer shall comply with any rules and regulations which the board of trustees/headteacher shall make from time to time.

6.13 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. 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 people appropriately of any changes in dates or venues at least a week in advance.

The board of trustees/headteacher will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the board of trustees of the letting as a result of

circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, adverse weather (outdoor facilities) failure of electricity/gas supply).

The decision of the board of trustees as to whether a letting should be cancelled shall be binding on the hirer.

6.14 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

6.15 STORAGE ANCILLARY TO THE LETTING

The permission of the board of trustees/headteacher must be obtained before goods or equipment are left or stored on the premises, except that the headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the academy for a particular event.

6.16 LOSS OF PROPERTY

The board of trustees cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

6.17 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the academy. In particular the Hirer must ensure that access to the academy by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the academy should avoid undue noise on arrival and departure.

6.18 TOILET FACILITIES

Access to the designated academy toilet facilities is included as part of the letting arrangements.

6.19 RIGHT OF ACCESS

The board of trustees reserves the right of access to the premises during the letting for emergency or monitoring purposes (The person responsible for the management of lettings or members of the board of trustees/headteacher may monitor activities from time to time).

6.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Maplefields Academy
Fees – Scale of Charges to Hirers
September 2023

| Area | 1 hour | 2 hours | 3 hours | 4 hours | 5 hours | 6-8 hours | 9-12 hours |
|--------------------|--------|---------|---------|---------|---------|-----------|------------|
| Classroom | 24.00 | 43.20 | 57.60 | 72.00 | 84.00 | 100.80 | 115.20 |
| Primary Hall | 30.00 | 54.00 | 72.00 | 90.00 | 108.00 | 126.00 | 144.00 |
| Food Tech Room | 30.00 | 54.00 | 72.00 | 90.00 | 108.00 | 126.00 | 144.00 |
| Sports Hall | 36.00 | 64.80 | 86.40 | 108.00 | 129.60 | 151.20 | 172.80 |
| Climbing Wall | 36.00 | 64.80 | 86.40 | 108.00 | 129.60 | 151.20 | 172.80 |
| Astro Pitch 1/3 | 27.50 | 52.80 | 66.00 | 82.50 | 99.00 | 115.50 | 132.00 |
| 2/3 | 44.00 | 70.40 | 96.80 | 123.20 | 149.60 | 176.00 | 202.40 |
| Whole Pitch | 55.00 | 88.00 | 121.00 | 154.00 | 187.00 | 231.00 | 265.10 |
| Extended Area | 24.00 | 43.20 | 57.60 | 72.00 | 86.40 | 100.80 | 115.20 |
| Light Sensory Room | 30.00 | 54.00 | 72.00 | 90.00 | 108.00 | 126.00 | 144.00 |
| Bistro | 30.00 | 54.00 | 72.00 | 90.00 | 108.00 | 126.00 | 144.00 |

For weekend bookings please note the cost of the hourly rate increases as listed below;

Saturday + 15%

Sunday + 25%

| Area | Per hour | Full day (8.00 – 6.00) | Per hour after 6pm | Saturdays per hour | Saturdays full day |
|--|----------|------------------------|--------------------|--------------------|--------------------|
| Ann Hodgson Centre (including use of main meeting room which seats up to 14 around a conference table and includes wifi and projector plus fully equipped kitchen and 2 smaller breakout rooms if necessary) | £30 | £150 | £36 | £36 | £180 |

Please note for lettings of multiple numbers of rooms etc. on one occasion, or for long term block bookings for hire, please contact P.Lamb for a revised quote.

plamb@maplefields.northants.sch.uk

For all user groups that provide activities/opportunities for children or adults with SEND you can apply for a SEND discount of 15% reduction to all hourly rates for all of our facilities.

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to plamb@maplefields.northants.sch.uk or lauren.elliott@maplefields.northants.sch.uk. Alternatively you can return to the school office at Maplefields Academy, Tower Hill Road, Corby, Northamptonshire, NN18 0TH.

We will be in touch to inform you if your application is successful, and if so, details of the full cost of your hire will be shared with you along with all relevant documentation that you are required to complete and sign.

May I take this opportunity to thank you for your application of hire to Maplefields Academy.

Annex C

Maplefields Academy Safeguarding Responsibility Checklist- Maplefields Academy, Corby

The Governing Body at Maplefields Academy have a strategy to implement preventative safeguarding measures for all community users who hire our facilities, making sure the environment is as safe as possible for all children and young people who are using the venue.

This document seeks to clarify the responsibilities of each party ahead of the hiring of facilities, based upon the Academies safeguarding risk assessment and be kept as an agreed record between both parties.

| Topic | Description of risk management | Responsibility | |
|-------------------------------------|---|-------------------------------------|-------------------------------------|
| | | CU | SITE |
| Participant consent | Consent for participants is the responsibility of the community user group | <input checked="" type="checkbox"/> | |
| Medical information | Medical information for the participants will be the responsibility of the community user group. | <input checked="" type="checkbox"/> | |
| Staffing ratios | It will be the community user group's responsibility to ensure that there is adequate staff to manage the session. This ratio will be determined within their risk assessment and will be based upon prescribed criteria or assessed risk management. Staffing of the wider site is the responsibility of the site provider and they should ensure that they have adequate staff to meet the minimum requirements of their own risk assessments. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Safeguarding | It is the responsibility of the community user to ensure that any group leader/session coordinator/coach has received adequate safeguarding training. If the community user receives an allegation relating to an incident where an individual or organisation has been using the academies facilities for running an activity for children they must inform the academy and board of trustees. The academy and board of trustees in line with KCSIE will follow the academies safeguarding policies and procedures and inform the local authority designated officer (LADO). | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Use of Physical Intervention | It is the responsibility of the community user to ensure that any group leader/session coordinator/coach has received adequate positive physical intervention training. | <input checked="" type="checkbox"/> | |
| Use of specialist areas | It is the responsibility of the community user to ensure that they have received adequate training in the use of specialist areas within the premises. For example; Light Sensory room or use of Hoists in wet area. It is the responsibility of the site to maintain and regularly carry out health and safety checks on specialist equipment in line with their school health and safety policies. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| CR Checks | It will be the responsibility of the community user to ensure that all people working in regulated activity with young people hold in date DBS checks. The site should assume responsibility for ensuring its own staff hold relevant DBS checks as part of their wider site risk assessment. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Medical Centre | Locally accessible medical centre – Kettering General Hospital | <input checked="" type="checkbox"/> | |

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|----------------------------------|--|-------------------------------------|-------------------------------------|
| Changing areas | If the community user specifically books a changing area, then it will be their responsibility to manage young people within this area. If they do book this area, it should not then be made available to the public by the site. It is the site's responsibility to ensure that any changing areas booked by the community users are clean and in a good state of repair ensuring that any safety processes associated with them are up to date and in order- including where relevant the testing and management of legionella threat. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Toilet arrangements | If the community user specifically books toilets, then it will be their responsibility to manage young people within this area. If they do book this area, it should not then be made available to the public by the site. It is the site's responsibility to ensure that any toilet areas booked by the community users are clean and in a good state of repair ensuring that any safety processes associated with them are up to date and in order- including where relevant the testing and management of legionella threat, and that locking cubicles are available. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pick up and drop off | The community user will clearly detail to participants when they are under their care from appropriate pick up and drop off points. This will be clear within the safeguarding risk assessment, owned by the session lead or coordinator whose responsibility it will be to enforce this. | <input checked="" type="checkbox"/> | |
| Photo & video consent | The community user will collect consent of all participants within their care when the use of photography is required. It will be the responsibility of the session coordinator to enforce any management in line with their child protection policy. | <input checked="" type="checkbox"/> | |
| Use of social media | Community users may utilize social media as part of any event. Where this relates to individuals it will be the community users' responsibility to ensure that they collect consent from participants and manage individuals appropriately. | <input checked="" type="checkbox"/> | |
| First aid | It will be the community users' responsibility to ensure that session coordinators are adequately trained to administer emergency aid and ensure that session coordinators have access to an appropriate first aid kit. As part of the risk assessment process the community user may request access to on site first aid kits prior to an activity. Where the site agrees to give access to first aid equipment, it remains their responsibility to ensure it is well stocked and in date to provide a reasonable resource to administer initial aid. | <input checked="" type="checkbox"/> | |
| Health & Safety | It is the responsibility of the community user to inform the facilities manager of any health and safety issues that may arise prior or during the hire i.e., damage to a goalpost or damage to parts of the premises or facilities. It is the responsibility of the site to log and address any issues relating to health and safety. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Insurance | The community users' liability insurance should extend to cover its staff and participants to undertake the prescribed activity. | <input checked="" type="checkbox"/> | |

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|-------------------------------------|---|--|--|
| <p>Referral of concerns</p> | <p>It will remain the responsibility of community users' staff and volunteers to refer all safeguarding concerns observed and recorded in an activity, as per their own policy guidance. Participants are briefed as part of pre-event materials and on the day as part of general 'housekeeping briefings'.</p> <p>Where staff and volunteers at the site, or members of the public not involved with the community users' session have a concern it should be recorded and reported according to the site's safeguarding children policy and designated person. It is then this designated person's responsibility to inform the community user when necessary.</p> | <p><input checked="" type="checkbox"/></p> | <p><input checked="" type="checkbox"/></p> |
| <p>Emergency evacuations</p> | <p>It is the responsibility of the site to have clearly displayed evacuation procedures as part of its site management. It will be the responsibility of the community user to inform the participants it is directly caring for of these procedures. Any members of the wider public remain the responsibility of the site.</p> | <p><input checked="" type="checkbox"/></p> | <p><input checked="" type="checkbox"/></p> |
| <p>Defibrillator</p> | <p>If for any reason the site of the defibrillator is not accessible at the times of a community user booking it is the sites responsibility to inform the community user of this no less than 48 hours before commencement. It is the site's responsibility to keep the defibrillator available, accessible and in working order.</p> | <p><input type="checkbox"/></p> | <p><input checked="" type="checkbox"/></p> |

I understand the management measures detailed above and accept responsibility accordingly.

Signed:

Name:

Date:

Organisation: