



Westfield Primary Academy  
**Community Use Agreement / Lettings Policy**

<b>Date Approved</b>	
<b>Signed</b>	(Chair of School Improvement Committee)
<b>Minuted</b>	(Date)
<b>Date of Next Review</b>	<b>May 2017</b>

### **1 AVAILABILITY**

- a. Educational buildings and facilities are generally available when not required by the Multi Academy Trust for the purposes of Primary, Secondary, Special, Further and Adult Education, or the provision of a Youth Service.
- b. Use of these premises is subject to various conditions, regulations and charges.

### **2. APPLICATION**

- a. Application forms, for paid hire of the Academy facilities, are available from the Academy and should be submitted to the Head of School.
- b. Applications will be considered on their merits, taking into account: considerations such as the preservation of law, order, public safety and the availability of other suitable local accommodation, particularly that provided at public expense and where caretakers are required to supervise. Where an unincorporated Association wish to use Academy buildings and facilities, an officer of the Association must make the application personally.
- c. If your application is accepted it will become a firm booking only on receipt of your completed and signed application form and paid deposit of 25%, and you have been sent confirmation of the booking.
- d. The person signing the application form will be considered the user. In signing the application form the user not only acknowledges receipt of the Regulations and Conditions of Use but is also deemed to agree to ensure compliance with them.

### **3 GENERAL CONDITIONS**

#### **a. Cancellation**

- i. Cancellations should be made at least twenty-four hours before the proposed use, although the user will still be liable for a standard charge of 25%. Regular users should note the cancellation and subsequent non-payment for one session in a series could result in VAT implications.
- ii. In exceptional circumstances it may be necessary for the Academy to cancel a booking, in which case the deposit will be returned. As much notice as possible will be given, generally not less than seven days, and where possible alternative accommodation will be offered. The Trust Board and Academy governors will accept no liability in respect of communications incurred by the user due to such cancellation.

#### **b. Charges**

Letting fees are reviewed regularly and are charged by the Academy. In certain circumstances payment in advance may be required.

#### **c. Alcoholic Drinks**

Express approval by the Head of School is required if alcoholic drinks are to be sold or even consumed on the premises. **THE SELLING OF ALCOHOL REQUIRES A LICENSE.** It is the responsibility of the hirer to obtain the licence and a copy must be provided for the Academy.

*NB: Unconsumed liquor, bottles, bottle cases, glasses and similar articles must be removed from the premises immediately after the function has ended. See also: Use of Halls, etc.*

#### **d. Insurance**

##### **IT IS THE RESPONSIBILITY OF THE USER TO EFFECT ADEQUATE PUBLIC LIABILITY INSURANCE.**

- i. The Academy has in place a Hirers' Liability insurance policy which covers accidental injury to anyone (other than an employee of the hirer), accidental damage to the hired premises and its contents and accidental damage to any other property not belonging to, nor in the custody or control of the hirer. Full details of this insurance are available on request.
- ii. The hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any Academy equipment
- iii. The hirer shall indemnify the Multi Academy Trust and the Governors when signing the application form against any claim for bodily injury or loss, of damage to property (real or personal) whether belonging to the Trust or to any other person if said loss, damage or injury is either caused by the negligence of the hirer or by the negligence any other person using the premises with his permission.
- iv. Parent Teacher Associations also need to ensure that adequate insurance arrangements have been effected – the National Federation of PTAs, 1 White Avenue, Northfleet, Gravesend, Kent offers literature including sections on insurance, and individual Academy PTA may wish to contact them directly for information in respect of benefits available through membership.
- v. Organisations should also consider whether staff and helpers should be protected by personal accident insurance/employers liability etc.

#### **e. Cleaning**

The hirer is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture that may have been moved. Any additional expense incurred by the Academy in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary, in returning the premises to a satisfactory condition shall be recharged to the hirer.

THE HIRER MUST INFORM THE ACADEMY OF ANY INCIDENTS, ACCIDENTS OR INJURIES THAT TAKE PLACE ON THE ACADEMY PREMISES.

#### **f. Use of facilities**

- i. The hirer will be responsible for the proper use of facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, etc., unless a separate booking or special arrangement have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings and Academy equipment; the hirer shall be responsible for making good any damage to premises and property. No changes to fixtures or fittings should be made to property. No changes to fixtures or fittings should be made to the fabric without prior approval.
- ii. The hirer must use only that part of the building hired and must observe any instructions given by the Custodian and/or the Head of School concerning the area available. The hirer is not entitled to use or enter the premises at other than the agreed times, unless prior arrangements have been made with the Academy.
- iii. The hirer shall be responsible for ensuring that good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period of use. The Academy reserves the right:
  - to have a representative present at any function
  - to inspect the proceedings at any time
  - to put a stop to any entertainment or meeting not properly conducted or liable to cause offence.
- iv. The hirer shall be deemed to be the nominated responsible person to be in charge of, and upon the premises at all times during the period of the letting. The nominated responsible person must comply with the following conditions: -
  - a. Up to 100 adult persons – 2 stewards
  - b. One extra steward for each additional 50 persons or part thereof.

Such stewards shall be made fully aware of the position of exits, operation of emergency lighting and fire fighting equipment, and be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to members of the public in the event of such an emergency.

- v. Hirers should acquaint themselves with Fire and Safety regulations and procedures relating to the premises in use.
- vi. The user shall be responsible for ensuring that First Aid is available as appropriate and has access to a mobile phone in case of emergencies.

#### **4. METHODS OF PAYMENT**

- a. An invoice will be sent from the Academy and payment should be made within 30 days. Cheques should be made payable to Westfield Primary Academy.
- b. For one off events, all charges are payable in advance.
- c. If payment is made in cash, the payer should ensure that a receipt is obtained; if a receipt is required for payment by cheque, this will be provided on request.
- d. **VAT**
  - i. The prices quoted in the Scale of Charges are all inclusive of VAT at the current rate where applicable.
  - ii. VAT on sports facilities is not applicable if the following conditions are met and adhered to:
    - Pre booking of a series of 10 or more lettings to an organisation, over the playing season for the sport or for at least 3 calendar months, whichever is the less.
    - Lettings must not be less frequently than once a fortnight (except for Academy holiday breaks)
    - The complete series of lettings must be paid for, whether or not the option to use the facilities is exercised on every occasion.

#### **5 REGULATIONS AND CONDITIONS FOR THE USE OF SPORTS FACILITIES.**

- a. These regulations are in addition to the General Conditions
- b. **Playing Fields**
  - i. Playing Fields may be used for normal sporting activities. If changing facilities are required an appropriate application must be made.
  - ii. For use other than normal sporting activities, special approval will be made and sought.
  - iii. The use of the playing fields will be subject to their condition being satisfactory; in the case of bad weather the hirer must contact the Academy on the day the booking is due to take place.
- c. **Gymnasium Equipment in the Main Hall**
  - i. Gymnastic apparatus may not be used unless specific permission has been obtained from the Head of School, who must be satisfied that adequate supervisory arrangements will be made for its use.

Where Academy premises or equipment are to be used for activities that require specialist skills, an appropriately qualified person shall be available to ensure such activities are carried out in a safe manner.

#### **6. REGULATIONS AND CONDITIONS FOR USE OF THE MAIN HALL.**

- a. These regulations and conditions are in addition to the General Conditions.
- b. Scenery, costume and drapes used for stage performances or the like must be fireproofed. The Academy may cancel or postpone the booking, at any time, on the advice of the County Fire Officer.
- c. No exits may be blocked or chairs or obstructions placed in corridors. Fire appliances must not be tampered with or removed other than for fire fighting purposes.
- d. The user shall not exceed the licensed seating and/or dancing capacity of the premises, which are as follows: -

- i. All persons seated at tables - 120 maximum (using Academy dining furniture)
  - ii. Dancing and refreshments - 150 maximum
  - iii. Dancing only - 150 maximum
  - iv. All persons closely seated - 144 maximum
- See 7(a) and 7(b)

**7. THE USER IS RESPONSIBLE FOR ENSURING THAT ANY NECESSARY LICENSES REQUIRED FOR A PARTICULAR EVENT HAVE BEEN OBTAINED.**

**a. Theatre Licence**

No stage play shall be performed unless a Theatre License has been obtained from the St Edmundsbury Borough Council. No booking will be confirmed unless such a license has been obtained. The hirer must observe any conditions attached to such a licence.

**b. Public Entertainment License**

Functions requiring that the premises shall be licensed for music, singing and dancing or entertainments of a like shall only be held if such a license is in force.

**c. Performing Right License**

- i. No copyright, dramatic or musical work shall be performed or sung without the license of the owner of the copyright. The hirer shall indemnify the Trust Board and the Governors against any infringement of copyright that may occur during the letting.
- ii. A Performing Rights Society Licence is held to cover the Authority's educational premises where entertainments are given, to which a charge for the admission is made. This license does not cover every piece of work and the hirer must ensure that, where the Performing Rights Society does not hold a copyright any royalties due have been paid.
- iii. A hirer is required to provide at the end of each week, by post, on forms obtainable free from the Society a list of all the musical works, whether published in manuscript, performed at the premises vocally, instrumentally, or electronically, or entertainments for which a charge for admission is made. The form should be returned direct to the Performing Rights Society Ltd., 29/33 Berners Street, London, W1P 4AA.

**d. Justices Licenses**

- i. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a licence granted by the Justices for the function for which approval has been given.
- ii. The selling of alcoholic drinks requires a licence.  
See General Conditions (3)

**e. Cinematography Licence**

Users wanting to regularly put on cinematography shows, unless in possession of the relevant certificate from H M Customs and Excise should apply to the [local] Borough Council for a license.

**f. General**

If any works are necessary to comply with regulations in connection with the above licences, the user shall discuss detailed proposals with the Academy, and may be required to pay all or any charges for such works.



**SMOKING IS NOT ALLOWED ON ANY PART OF THE ACADEMY PREMISES.**

	Academy term time only: Individual letting minimum 1 hour booking  Mon-Fri between 9.00am and 3.15pm	Regular letting: <i>(minimum 1 Academy term)</i>  Between 3.15 pm and 9.30 pm	Weekday: Individual letting minimum 1 hour booking  Mon-Fri between 3.15 pm and 9.30 pm	Weekend: Individual letting minimum 2 hours booking  Sat & Sun Between 9.00 am and 9.00 pm
Sports pitch (field)	N/A	£10 per hour	£12 per hour	£16 per hour
Sports pitch (hard play area)	N/A	£10 per hour	£12 per hour	£16 per hour
Changing room	N/A	£5 per session	£5 per session	£5 per session
Sports hall	N/A	£14 per hour	£16 per hour	£20 per hour
Studio hall	N/A	£12 per hour	£14 per hour	£18 per hour
Audio equipment <i>Use of other equipment – costs on application dependant on use.</i>	N/A	£2 per session	£2 per session	£2 per session
Classroom	N/A	£10 per hour	N/A	N/A
Meeting room	£5 per hour	N/A	N/A	N/A
Facilities for use of making refreshments	£1 per session	£1 per session	£1 per session	£1 per session

*Hourly rates refer to 55 minutes usage and 5 minutes change over.*

May 2016