



Community Use of The Academy premises Conditions and Guidelines 2016-2017



Valid from 1st September 2016 – 31st August 2017

Introduction

All users of Academy premises **MUST** read this document before completing a Lettings Application Form to ensure they are aware of the conditions which apply to their usage.

The premises the Academy occupies and the facilities within represent a major resource not just to the Academy but also to the wider community. This is recognised through the Academy's Community Use Policy. The Community Use Policy divides lettings into two categories (Appendix 1):

Group A Local Youth & Community

Group B Adult & Commercial

What is a Letting?

A letting is a short-term arrangement (within one academic year) giving an individual group or organisation a contract to use Academy facilities. A letting must be in place before any use of Academy facilities. If it is not or if a group undertakes activities outside the agreement of the Letting, this may invalidate any insurances that are in place.

1. All applications to hire Academy facilities must be on the Academy Lettings Form. Application packs can be obtained from the Academy.
2. All applications must be fully completed and submitted with copies of relevant supporting information, including insurance and DBS if appropriate.
3. You must specify exactly which dates, times and facilities you require as failure to do so may result in additional charges being levied.
4. You must apply at least 7 days in advance of when you require the letting.

Remember

- *Read this booklet fully
- *Complete the application form fully
- *Only book the dates you require – if you do not turn up and do not give 14 days notice **you will be charged**
- ***Attach all relevant supporting documents**
- *Send in your application with at least 7 days notice from when we receive it
- *Keep a copy of what you send us
- *Do not issue any publicity, advertising or promotional material until your letting has been confirmed to you by email from the Extended Services Manager.

The Garforth Academy Extended Services Team

Will

- Issue application packs via post or email**
- Provide guidance and assistance if required**
- Accept applications via post or email**

We will NOT

- Process incomplete application forms**
- Process application forms with less than 7 days notice (apart from exceptional circumstances)**

Stage 1

1. When your application for a letting is received at the Academy, it will be entered onto our database and the necessary checks will be undertaken. You must ensure that you include with your letting application form an up-to-date CRB for each person in your organisation who may take responsibility for a letting. **THE ACADEMY WILL NOT PERMIT ANYONE TO TAKE RESPONSIBILITY FOR A LETTING INVOLVING YOUNG PEOPLE UNDER THE AGE OF 18 WITHOUT A CURRENT DBS.**
2. All lettings are for a maximum of one academic year and will end on 31st August each year if no earlier date is agreed.
3. A letting may continue through school holidays in agreement with the Academy.
4. Educational use of facilities over-rides your letting so you should be aware that there may be occasions when your letting is cancelled due to Academy events such as Open Evenings and examinations. The Academy will provide you with at least two weeks notice of such events. Your letting will also be cancelled when events outside the Academy's control, such as adverse weather, affect the use of facilities.

Stage 2

1. Once your letting application has been approved you will be required to sign the agreement before your letting can commence. You will be confirming:-
 - The dates and times of your letting – you must not use the facilities outside these times.
 - The charges you will be paying – these will be invoiced at the end of each half-term and you will be asked to pay half-termly in arrears.
 - The facility you have booked and any additional requirements you need to adhere to e.g. no black soled shoes in the Old Sports Hall.
 - The names of individuals from your organisation approved to take responsibility for the letting.
 - Payments outstanding at the end of the following half-term may result in your letting being cancelled.

Section 3 Amending a letting

1. If you fail to turn up for a letting and do not give 14 days notice, you will be charged for the letting.

2. If you need to cancel or amend a letting you should email elliotts2@garforthacademy.org.uk
3. If you hire the premises over a period of time either yourselves or the Academy can end the agreement by giving four weeks notice to the other. This does not apply in cases where the Academy requires the premises for educational use or where there is a non-payment.
4. The Academy cannot be held liable for any loss of expenses or earnings arising from the cancellation of a letting

The Garforth Academy Extended Services Team

Will

- **Process a properly submitted amendment within 3 working days**
- **Make appropriate alterations to charges**
- **Provide 4 weeks written notice if your long-term letting is cancelled other than for non-payment or educational use.**
- **Cancel your hire immediately if the premises are required for educational use.**

Will not

- **Be held liable for any loss due to cancellation or amendment**
- **Revise invoices where an amended was not in place for the relevant time**

Section 4 Annual Review

1. The Academy governing body will review Guidelines, Terms and Conditions of Use and Charges on an annual basis.
2. Organisations will be notified in April each year of any alterations, including charges.
3. Changes will come into effect on 1st September each year apart from when exceptional circumstances such as large fluctuations in the cost of utilities mean an in-year adjustment is appropriate.
4. We will write to you in May each year informing you that you can re-new your letting for the following academic year. **YOU MUST RE-NEW EXISTING LETTINGS BEFORE THE CLOSING DATE. IF YOU DO NOT AND WE HAVE OTHER APPLICATIONS IN FOR THE TIMES AND DATES OF THE LETTING, WE MAY ALLOCATE THAT TIME TO A NEW LETTING.**
5. You must not assume that your letting has been re-newed until you have received confirmation from the Academy Extended Services Manager.
6. Providing you return the completed paperwork on time, we will give priority to existing lettings when looking at applications.
7. If you wish to re-new a letting and add additional space or times you should complete one application for the existing space or times and a second for any new requirements you may have.

The Garforth Academy Extended Services Team

Will

- **Send out renewal packs for the following academic year from 1st May each year.**
- **Will process within 7 days all application returned by the Closing date.**
- **Will process all applications received after the closing date after those received in time.**
- **Will prioritise queries received by email before those received by phone**

Will Not

- **Guarantee you will always get the same space or time as last year.**

Section 5 Charges and how to pay for your letting

Invoices will be calculated and raised by the Academy Finance Department.

1. Invoice calculations will be based on the information contained in the Lettings Agreement and any subsequent amendments.
2. You will be invoiced half-terminly in arrears. You will have until the end of that half-term to pay the invoice. SHOULD ANY AMOUNTS BE OUTSTANDING AT THE END OF THE PAYMENT PERIOD WE MAY INSIST ON PAYMENT IN ADVANCE IN FUTURE. WHERE PAYMENTS ARE OUTSTANDING MORE THAN ONCE WE MAY CANCEL YOUR LETTING WITH NO NOTICE AND ALLOCATE YOUR SPACE AND TIME TO ANOTHER USER.
3. You should pay the amount in full with cheques made payable to Garforth Academy.
4. If you have any queries about your invoice you should email elliotts2@garforthacademy.org.uk and put the words Lettings Invoice in the subject box
5. Please be aware that once you have signed the Lettings Agreement you are accepting the charges stated and agreeing to be responsible for the payment.
6. The adult whose name is listed first on the Application Form is liable for any charges associated with it.

The Garforth Academy Extended Services Team

Will

- **Ensure you receive one invoice per letting at the end of each half-term.**
- **Issue the invoice to the first named person on each Lettings Form.**
- **Clear identify any amendments that result in alterations to previously agreed charges.**
- **Cancel any letting that breaks the**
- **#Agreement.**

Will Not

- **Issue any invoices to a company or charity name without the company/charity number.**

- **Be responsible for any loss due to unavoidable interruption or cancellation of a letting.**

Section 6 Value Added Tax (VAT)

The charges agreed by the Academy governing body DO NOT include VAT. If your letting is liable for VAT this will be added to your invoice. Should you be unsure whether or not you are liable for VAT please email info@garforthacademy.org.uk and put the words Lettings VAT query in the subject box.

Section 7 Insurance

Your organisation must have third party public liability insurance cover. A copy of a valid insurance policy must be submitted with any application to hire Academy premises. This will form part of your hire agreement. Employer's liability, professional indemnity or personal accident/injury insurance held by individual players or instructors are not sufficient.

Most organisations will be linked or affiliated to a governing body or association and would be expected to take out their insurance through this body

The Academy will not accept responsibility or pay for any goods which are brought into or left in the premises which are damaged, stolen or lost.

If during or following the hiring of the premises a claim is made against The Academy for loss, damage, injury, action or costs then you must reimburse the Academy for all costs connected with that claim. A claim may arise from action that you (or anyone acting with express or implied permission) take or fail to take. For example, someone may be injured by a piece of equipment you have brought in. In entering this agreement, you agree to indemnify the Academy against any claims. As the costs of the claims could be very high, you must have adequate insurance cover.

Section 8 General Health and Safety

1. All groups must have a health and safety policy or plan in place and a copy should be attached to the Lettings Application Form when you submit it to us. Of particular importance are first aid and emergency procedures, evacuation procedures and risk assessment. If you do not have a policy in place and would like some advice please arrange to speak with our Extended Services Manager, Mrs Elliott. It is not sufficient to rely on the Academy's own Health and Safety policy.
2. Please note the Academy is not required to have first-aid trained staff on site during your letting. The Academy is not responsible for those persons participating in the activity taking place during the letting. That responsibility belongs solely to the hirer/organisation. You should hold your own emergency equipment and records as the Academy's will not be made available to you.
3. During your period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or the conditions of hire contained in this document.
4. You should be aware that The Academy is a NO SMOKING SITE. Smoking is not permitted anywhere in the buildings OR GROUNDS. Smokers must be directed off site.
5. Limited car parking is available (unless you have been informed otherwise) and is at the owners' risk. The hirer must ensure that vehicle owners understand the controlled access and egress to the site. Vehicles **MUST NOT** access the site through the EXIT lane. You must **NOT** park in the disability parking bays, without placing the appropriate permit on display.
6. There is a 10mph speed limit on site which recognises that a large number of children and adults use the site. You must ensure anyone attending your group or dropping off members of your group is aware of the speed limit.
7. You must ensure that children are not left unsupervised at any times. This includes escorting them to the toilets.
8. You must ensure that members of your group do not access areas that have not been booked by your group or access areas outside the period of your letting.
9. If your group involves children you must ensure that they are not dropped off without another adult being present. Children must not be left alone on site. It is your responsibility to liaise with parents and carers to ensure they understand they should not arrive early and leave their children to wander around the site.
10. The Academy is not responsible for children arriving at a letting that has been cancelled or where the responsible adult does not arrive on time.
11. The named hirer is personally responsible for ensuring that all children/members of their group comply with the conditions of this agreement.
12. Extreme weather protocols, see below:-



Due to issues which can arise in sports halls from extreme weather conditions, particularly driving rain, the following system of measures **must be implemented** in future. Site Supervisors always check areas before lettings take place however weather conditions have been known to change very quickly.

1 The sports club representative **must** make an inspection of the sports facility e.g. the Sports Hall, as soon as they arrive on site. This is particularly important if the Academy is experiencing extremes of weather.

2 If the facility has had an ingress of water then this should **immediately** be reported to the duty site supervisor who will endeavor to correct the situation.

3 If water has ingressed to such an extent that it makes an area unsafe then the Site Supervisor will cone off the area and inform against use.

4 In extreme situations, where there is clearly a risk to people using facilities, and it is deemed by the Site Supervisor to be unsafe then the lettings representative will be informed that the facility will be closed for use until the right corrective measures have been taken. This might be the next working day, should the letting take place on an evening

5 Sports club representatives should be made aware that if they report an issue to the site supervisor then he will be duty bound to inspect it immediately however this may, unfortunately, mean closing the facility. **In this case sports club participants must not continue to use the facility.**

It is hoped that these conditions are rare occasions and that use of the facilities will carry on as normal. The Academy is constantly seeking funding to carry out major repairs.

To contact the duty caretaker phone 07432504507

1. No person under 18 years of age may make a booking for the use of education premises.
2. Your use of the premises must not interfere with educational use or cause annoyance.
3. You can only use the premises for the purpose, length of time and by the named person and organisation stated. **YOU MUST NOT ARRIVE EARLIER OR STAY LATER WITHOUT PRIOR WRITTEN AGREEMENT.**
4. You must not have more people on the premises than is allowed under the licensing or fire regulations.
5. In the case of large meetings, including political meetings, the Academy reserves the right to refuse a letting if there is a possibility of public disorder, or if it is contrary to the ethos of the school.
6. If you wish to book rooms used for food preparation and dining eg Dining Hall and 6th Form Cafe or if you wish to provide food and/or drink including alcohol you may need to have a member of the Academy Catering Service present and will be charged a supplement. This will be confirmed in your agreement.
7. Hire of the premises does not include equipment or materials. Specific permission must be obtained in order to use any equipment in the premises.
8. You must leave the premises clean and tidy after each hiring. It should be returned to an "as found" condition. **IF YOU DO NOT WE WILL ARRANGE FOR IT TO BE CLEANED AT YOUR EXPENSE.**
9. You must not create any permanent displays or attach items to the walls and fixtures.
10. Any damages to the premises, furniture or equipment during the hiring (other than ordinary wear and tear) must be reported immediately to the caretaker on duty. It will have to be made good immediately or paid for to the Academy's satisfaction.
11. You must not harass, abuse or threaten any person in or about the premises in any way. Where a person behaves inappropriately, all existing lettings could be suspended or cancelled.
12. You must not use the premises in a way which breaches any Act of Parliament including (but not limited to) the Race Relations Act 1976, the Public Order Act 1986 and the Racial and Religious Hatred Act 2006.
13. You must wear the appropriate footwear for the facility you have hired ie no black-soled shoes are allowed in the Old Sports Hall.

Section 10 Public Entertaining and Licensing

1. Garforth Academy is available for hire for one-off social events such as wedding receptions, children's parties and fund raising events. The Academy holds an alcohol license. Such events will be approved on an individual basis following a meeting with the Extended Services Manager.

Section 11 Child Protection and Criminal Records Bureau checks (DBS)

1. All organisations that involve **children under the age of 18 years** must have a child protection policy in place. A copy of this policy **MUST** be attached to the Lettings Application Form when it is submitted and will form part of your hire agreement. The policy must contain the following information
 - Confirmation that DBS checks are carried out on all staff and volunteers and they are up-dated as necessary.
 - Process for training/informing staff and volunteers of relevant child protection issues and updates.
 - Process/procedures for reporting suspicions and disclosures.
 - Process/procedure for allegations made against a member of staff.
 - Confirmation that the Child Protection Policy is reviewed every three years.
 - A list of staff/volunteers and their disclosure certificate dates.
2. If you do not supply a copy of your Child Protection Policy or if the information in your policy is not sufficient, your application to hire our premises will be refused.
3. You must **NOT** allow anyone whose DBS number has not been recorded with Garforth Academy's Extended Services Team to lead or assist with an activity on our premises.
4. Your child protection policy should be reviewed every 3 years and a new copy should be sent to us with the following year's application for a letting.
5. You are responsible for ensuring your DBS and Child Protection Policy are up to date. You will not receive a reminder from The Garforth Academy Extended Services Team.

Section 12 Sports/Coaching qualifications

1. If your hire includes the use of sports equipment eg trampolines, nets and posts, you must provide (at your own expense) for a qualified instructor to be present at all times.
2. Martial arts organisers and instructors shall be in membership of one of the bodies which are recognised by the Sports and Advisory group on martial arts.
3. Sports groups and their instructors shall be in membership or registered with the appropriate sporting national body and provide evidence of their compliance with that body's structure and level of coaching.
4. For insurance and Health and Safety purposes, all coaches working with children under the age of 18 years must have a relevant UK CC recognised qualification.

Section 13 Organisation Constitution

1. Voluntary or community organisations, groups and clubs should have a committee or advisory body in place consisting of three or more adults.
2. Applications from a sole hirer will not be accepted as a community letting.
3. Where a dispute occurs with a community or voluntary group regarding the category of letting(A or B)and a copy of the constitution has not been received by the Academy Extended Services Team, the letting will be classed as commercial and charged accordingly.

Section 14 Sports matches and fixtures

1. Priority will be given to those teams that are hiring pitches as their home ground for that season.
2. The Academy has a limited number of pitches available and we therefore expect teams to:
 - Act fairly
 - Share use of a pitch where possible
 - Understand there will be occasions where use of the premises is refused.
 - Understand that the Academy can take the decision to rest our pitches or to stop use mid-season to ensure educational use is not affected.
 - Respect the Academy's decision when use is refused, stopped or suspended and not attempt to use it during these periods.
 - Be advised that the Academy can make charges for damages and repairs.

Section 15 Applications from groups with multiple teams or sections

1. In order to simplify the procedure for organisations with multiple groups. the Academy intends to have one point of contact with each organisation and not to have separate lettings for different groups within the same organisation.
2. It will be possible for an organisation to submit one letting for all its groups providing it clearly lists the names of each individual the organisation will allow to

take responsibility for, or to assist with the letting and attaches the CRB details for each named person.

3. It will be possible for groups within an organisation to swop lettings time as long as the group does not arrive earlier or leave later than the organisation's letting.
4. Should an organisation wish to continue with separate lettings for each of its groups, the Academy will allow that but groups will not be able to swop lettings and each group will be invoiced separately.
5. Different groups from the same organisation may be on site at the same time using different parts of the premises eg AWP, New Sports Hall and field, but each group must have a clearly identified adult in charge and the organisation must have a letting in place for those times and premises.



Definitions

Directed and Community Lettings

The Academy has divided its lettings into two groups as follows:

Group A lettings -Voluntary Youth & Community

These are local community groups. No adult should be drawing a salary and any charges made should be for small items including kit and equipment. Charges must not contribute towards salaries.

Group B lettings - Adult & Commercial

These are commercial organisations whether local or not. At least one adult is drawing a salary which members of the group contribute towards. They may be a PLC or the person applying for the letting may be self-employed.