



Policy for School Lettings

Ernest Bevin Academy

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Responsibility: Lettings Manager

Date Approved: Summer 2023

Approved by: LGB

Review Date: Summer 2024

Monitored by: School Business Manager

Aims

The academy's buildings, grounds and facilities including the Sports Hall - henceforth to be referred to as the academy facilities - are an important resource for the school community, but also form a community asset and potential source of income for the academy through the letting of space.

The purpose of this policy is:

- To set out clearly the principles by which competing demands for academy facilities are to be managed by the academy
- To make explicit the conditions upon and responsibilities of all parties to adhere to the Lettings Terms and Conditions between the academy and any third party
- To serve as a practical guide to the process used in the case of all lettings by the academy

Definition of a letting and exclusions

A letting is defined as authorised use of the academy facilities by an individual; group; or commercial organisation not acting on behalf of the academy. Participation of academy staff or students in an activity does not necessarily affect its status as a letting.

A letting may constitute a single use on one occasion or an arrangement for repeated use over an extended period of time. A letting is a temporary arrangement for the use of the academy facilities. A letting does not constitute a tenancy; does not convey exclusive rights to any part of academy facilities; and provides rights of access and use that do not extend beyond the areas; times; conditions and equipment encompassed within the relevant agreement.

Use of academy facilities by staff or third parties engaged by the academy working in an official capacity do not constitute a letting. As such use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extracurricular activities for students supervised by academy staff or agents in an official capacity do not constitute a letting.

All instances of use of academy facilities that constitute a letting are to be governed by the terms of this policy. Management of all lettings within the academy are the responsibility of the Principal with consultation of the Board of Governors, but day-to-day responsibility can be delegated to key staff.

Regulation of Use

The academy facilities are first and foremost intended for the benefit of the academy's community, for school-led activities and events which can be held both within and outside of term time and the school day. As such, prioritisation of available facilities will primarily be for official school activities.

At times when academy facilities are not being used by the school, they are available for use by third parties. The academy may show preference to activities with a community benefit through prioritisation of access to available facilities and the use of preferential rates. To ensure the correct balance of use of the academy facilities, the academy reserves the right to review longer-term arrangements periodically in line with the terms set out within Ernest Bevin Academy (EBA) lettings Terms and Conditions. (Appendix I).

The academy has a responsibility to ensure activities involving the academy facilities are of an appropriate nature, and as such reserves the right to refuse letting where the academy feels there is a conflict with its values and ethos; or a risk through the letting of actual or reputational harm to the academy community or undue disturbance of the local community. Decisions of this nature will be made by the Principal in consultation with relevant staff and external bodies.

The Lettings Process

All requests for lettings are to be submitted to the academy using EBA Lettings Terms and Conditions Form (Appendix II), which can be used to make bookings that are either single use or a longer-term arrangement.

Before signing EBA Lettings Terms and Conditions Form, the academy will determine suitability of the application based on the information provided by the Hirer and may request copies of documentation if necessary. Subsequent bookings by the same hirer will not require this step, but the academy reserves the right to periodically request evidence in order to fulfil its duty of care.

The obligations of all parties before, during and after each individual let are governed as set out below.

Terms & Conditions Governing Lettings of Academy Facilities

All lettings of academy facilities will be governed by the general terms & conditions set out in EBA Lettings Terms and Conditions Form, which will also include a description of the activities and any special arrangements agreed between the hirer and the academy. Any significant change to the nature of the activities will require the Licence Agreement to be amended and re-approved.

The date; time; and duration of each individual booking, and a description of the area and equipment involved will be specified within the relevant Letting Terms & Conditions.

Hirers will be expected to comply with the general terms & conditions appended to their Letting Terms and Conditions Form and also any specific requirements contained within EBA Lettings Terms and Conditions itself and will be responsible for ensuring the same of all parties associated with its use of the academy facilities. Failure to comply may result in a termination of any future bookings.

Pricing will be based upon the current Price List (see attached), though preferential rates may be offered by the academy in some cases and specified in the Licence Agreement. Failure to pay in line with the terms of the agreement may result in the invocation of the academy's Debt Recovery Policy and the cancellation of future bookings.

This Policy Document and a signed Licence Agreement constitute the entirety of the agreement between the hirer and the Academy.