



Parklands
Educate Together

AGREEMENT FOR LETTINGS

This lettings agreement (the “Agreement”) dated **XXXXXXXX**

Between:

Parklands Educate Together Primary Academy

Address: 1 Russell Road
Locking
Weston-super-Mare
BS24 7NH
(the “Landlord”)

And

Insert name here

Address:
(the “Hirer”)

The facilities to be let at Parklands Educate Together Primary Academy are:

- Main hall
- Community Room
- Disabled toilet
- Playground without play equipment
- Multi Use Games Area
- Grass pitches

Parklands Educate Together Primary Lettings Policy

LETTINGS AND AGREEMENT

1. Adoption

ETAT (Educate Together Academy Trust) for Parklands ET have adopted the lettings and agreement set out below.

2. Introduction

ETAT regard the Academy building and grounds, including the playground and MUGA, as a community asset and will make every reasonable effort to enable them to be used as much as possible.

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However, the overriding aim of ETAT is to support the Academy in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

3. Definition of a letting

A letting may be defined as:

“Any use of the Academy buildings and grounds by parties other than the Academy and its partners. This may be a community group (such as a local music group or rugby team), or a commercial organisation (such as the local branch of ‘Weight Watchers’). The building may not be hired by individuals for events such as children’s parties.

The following activities fall within the corporate life of the Academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy’s delegated budget.

- LGB/Trust Board meetings
- Extra-curricular activities for pupils organised by the Academy
- Academy performances
- Parents’ evenings
- Parent workshops or coffee mornings
- Meetings of the PSA within working hours
- PSA organised events

4. Priority for lettings

ETAT is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to Parklands ET pupils and their families
- Lettings that encourage wrap around care, breakfast club and the after-school club.
- Recreational activities open to Parklands ET pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the Academy
- Lettings to people living in the Academy’s local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self-help groups

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- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings to youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the Academy or are not able to be accommodated within the Academy's facilities.

- Commercial activities with little potential to generate income or support for the Academy
- Events selling alcohol
- Activities promoting gambling

5. Types of Lettings

ETAT has agreed to define lettings under the following categories:

- Academy Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the Academy wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

6. Charges

ETAT is responsible for setting charges for the letting of the Academy premises. These are set out in the Schedule of Charges for Community Use- please contact the office for current charges.

The schedule of charges will be reviewed annually, during the month of April, for implementation from the 1st of September that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head Teacher and Trust CFO are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The Academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

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ETAT will seek to recover any cost incurred by the Academy that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

All sessions will be invoiced on a monthly basis with payment needed before the first session of the following month.

7. Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

The school hall, community room, MUGA and playing fields are available during school term time, between 6pm and 10pm, Monday to Friday and 9am to 10pm Saturday and Sundays. During school holidays availability will be at the discretion of the Headteacher with regard to site security and maintenance; for use by the community for purposes not limited to exercise classes, meetings, theatre groups, sports activities.

The School will ensure that the users of the Community Facilities, will have rights of way to access the Community Facilities and car parking facility outside the school hours from 5:30pm to 10:30pm, Monday to Friday and 08:30am to 10:30pm at weekends.

Variations to these facilities and times will be subject to the approval of the Headteacher.

8. Conduct of users

This is set out in the Terms and Conditions for use of school premises below.

9. Management of lettings

ETAT has delegated day-to-day responsibility for lettings to the Headteacher and Trust CFO in accordance with ETAT's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult ETAT's CFO (Chief Finance Officer).

An Annual report on lettings will be made to the CFO and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10. Considering applications for lettings

Organisations seeking to hire the Academy premises should contact the school directly. Details of charges and conditions of use should be given or referred to.

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The Headteacher will decide on the application with consideration to:

- the priorities for lettings agreed by ETAT and set out in the Academy's lettings policy.
- the availability of the facilities and staff
- the Academy's Equality, Health and Safety, Child Protection (Safeguarding) policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

11. Issuing a Lettings Agreement

Once a letting has been approved, a letter or email of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Agreement.

The Lettings Agreement should then be signed and returned to the Academy. The Academy shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with ETAT's current scale of charges. We will seek payment in advance in order to reduce any possible negative debts and or a deposit to cover damage.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines in the Financial Management Manual.

The Headteacher on behalf of ETAT has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

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Terms and Conditions

EQUIPMENT AND ACCOMMODATION

The hirer must pay the Academy the cost of making good any damage to property that may ensue. The hirer must clear away any rubbish and leave the premises in the condition in which they were found.

Any desks, furniture or equipment in the room or pitch hired must not be interfered without the prior approval of the Headteacher.

Standing on seats, furniture, windowsills or climbing the fence, goal posts etc. is not permitted.

Fittings, fixtures or decorations of any kind are not allowed, other than temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.

Chalk, resin or polishing materials may not be used on floors.

The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the Headteacher

Specialist rooms and equipment (including gymnastic equipment, public address systems, sound systems etc.) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Headteacher. The hirer is responsible for their proper use if approved.

The Academy will provide emergency first aid kits and a defibrillator (available in main atrium). A phone is accessible in the community room.

Fire fighting equipment is readily available throughout the building with correct signage. Fire doors are all in working order, with the meeting point being the MUGA. Hirers are responsible for ensuring adequate registers are taken and attendees have left the building safely.

Chairs installed in the premises may be used by special arrangement. The Academy does not undertake to provide specialist chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting. No items are to be left on the Academy premises.

The hirer must ensure that any rubbish is taken off site at the end of each session. No litter is to remain on the school grounds.

Any equipment which does not belong to the organisation hiring the space must be left where it is found.

Any loss or damage to the coded padlocks is the responsibility of the hirer. The hirer is responsible for ensuring that the padlocks are locked, and the site is secure before leaving. The padlock code must not be shared with anyone and must not be visible.

The hirer is responsible for ensuring that all hired spaces are left in a hygienic and clean state.

LEGAL REQUIREMENTS

The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of ETAT.

The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment provided for children, it is the responsibility of the hirer to station a sufficient number of responsible

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adults to prevent more children being admitted to the building/outdoor spaces than can be safely accommodated there and to control the movement of the children while entering and leaving the building/outdoor spaces and to take all other reasonable precautions for the safety of the children.

The hirer will to the best of their endeavours ensure that the requirements of the Equality Act 2010 (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting.

The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

INSURANCE

It is the responsibility of the hirer to have public liability insurance covering them to the minimum amount of £5million.

Evidence of the insurance must be shown to the Academy before the letting commences. A copy will be retained on file with regards to expiry dates of hirer's insurance. This will be checked on a yearly basis.

The Academy is not responsible for any loss, damage or accidents incurred during the use of these facilities.

CONDITIONS OF PREMISES

While ETAT give no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state.

Hirers are responsible for ensuring that the premises are left tidy and free of litter when they leave the site.

It is the hirer's responsibility to ensure that any damages are reported to the school immediately.

PAYMENT AND BOOKING

Invoices will be sent for the following month's booking. Payment will be due before the first session of the following month.

If a deposit is required, this will be confirmed at the time of booking. This is a refundable deposit, upon termination of the agreement if all the terms and conditions in the letting's agreement have been complied to.

In order to secure the booking, full payment for the following month is needed. Failure to pay will result in the booking being cancelled.

Once payment is received and booking is confirmed, any changes to the booking will not be reimbursed.

In the event of a force majeure the Academy will reimburse the fee for the affected session.

COMPLIANCE WITH CONDITIONS

Failure by the hirer to comply with any of the above conditions, whether intentionally or not, may be deemed by ETAT to be a just cause for the immediate cancellation of any letting or series of lettings and will entitle the non-breaching party to sue for damages.

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The Headteacher has the right to terminate any booking if the above is not adhered to. The Academy can give notice to cancel the booking with 90 days' notice for no reason.

Notes

Users will be expected to comply with Health and Safety and Fire Regulations as they apply to the Academy, a copy of the policies are available from the Academy's office or on the Academy's website.