St Cyprian's Greek Orthodox Primary Academy

Lettings Policy

Revised: July 2016

Reviewed and ratified by Full Academy Trust:

Date: 1/7/2016

Signed:

Name: NAKIS PAPACLEOVOULOU

Position: CHAIR OF FINANCE

Mission Statement

The aim of St Cyprians Greek Orthodox V.A Primary Academy is to provide its children with primary education of the highest quality in a supportive learning environment, through the National Curriculum, enriched by the progressive teaching of the Greek language and Christian Orthodox religion.

The children will be equipped with the knowledge, skills and spiritually to enable them to achieve their full potential and prepare them for successful transition to secondary education and to contribute positively to the challenges of a diverse multicultural society.

Statement of Intent

The Academy Directors regard the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However the Academy Directors put the education of its pupils at the forefront of any decisions taken and any lettings of the premises to outside groups and organisations will be considered with this in mind.

Definition of a letting

A letting may be defined as:

"Any use of the Academy buildings and grounds by parties other than the Academy, whether they are a community group or a commercial organisation."

The following activities fall within the activities of the Academy and are not considered to be lettings:

: Academy Trust meetings
: Extra-curricular activities for pupils organised by the Academy
: Academy performances
: Family learning
: Parents meetings
: PTA organised events

The following activities are not considered to be appropriate for lettings as they are not considered compatible with the ethos of the Academy and will not be accommodated:

Events promoting gambling and gatherings promoting political affiliations

The Academy Directors have agreed to define lettings under the following categories:

A. Lettings to staff members. These will be made on the basis of full cost recovery.

B. Lettings to groups or individuals who provide educational or other benefit to the Academy's pupils; private and community lettings for educational or other

activities. These will be made on the basis of full cost recovery plus a 20% mark-up

C. Commercial lettings which will be charged on a cost plus a profit margin of at least 20% for the Academy, but this may be increased at the discretion of the Head Teacher.

Charges

The Academy Directors are responsible for setting charges for the letting of the Academy premises and grounds. These are set out in the schedule of charges (appendix 2) attached. These charges will be reviewed annually and are effective for an academic year.

The Head teacher is responsible for determining which category any individual or group requesting a letting belongs and for category A, is able to offer any discounts as is deemed appropriate.

The Academy reserves the right to request a deposit over and above the hiring charge as a surety against damage to the premises and/or equipment or for additional unforeseen cleaning or other expenses resulting from the "Standard conditions of hire" (appendix 1) not being adhered to.

The academy also reserves the right to recover any costs incurred arising from the cancellation of a letting for which less than 24 hours' notice is given

Approval and Management of lettings

All lettings are subject to the approval of the Academy Directors. in accordance with the provision set out in the Lettings policy, the Standard terms and conditions of hire document and the Transfer of Control Agreement.
The Academy Directors delegate the approval of lettings and day-to-day responsibility for lettings to the Head teacher.
Where appropriate, the Head teacher may delegate all or part of the management responsibility, such as security, and child protection to other members of staff, whilst still retaining overall responsibility for the lettings process. The Head teacher will consult with the Chair of Governors if there are concerns about the appropriateness of a particular letting.

Out of respect to the neighbours the School premises must be vacated by:

10.30pm	Monday – Thursday
11.00pm	Friday
12.00am	Saturday/Sunday morning
10.30pm	Sunday

Terms of Letting

These are set out in the Standard Terms and Conditions of Hire (appendix 1).

Procedure for Lettings

Details of a request for a let will be taken down by a member of the School administration team who will then refer it to the Head Teacher for consideration. Once a letting is approved and the charges agreed by the person requesting the let (the Hirer), a Transfer of Control Agreement (TOCA - appendix 3) together with the Standard Terms and Condition of Hire (appendix 1) will be sent to the Hirer for signature.
A letting is regarded as booked when the School receives the signed TOCA and the Hirer is issued with an invoice.

Date of next review: July 2017

Appendix 1: Standard Terms and Conditions of Hire

1. Parties to the agreement

A. St. Cyprian's Greek Orthodox Primary Academy, hereinafter referred to as "the School"

B. The person requesting a let whose details are provided in the Transfer of Control Form (TOCA-appendix 3) hereinafter referred to as "the Hirer".

These Standard Terms and Conditions apply to all hiring of the School buildings and grounds ("the premises") as appropriate. The specific part(s) of the premises that can be used by the Hirer will be set out in the TOCA.

Lettings are agreed at the discretion of the delegated authority of the ~~H~~ead teacher who may refuse applications if in his or her view the proposed function is not suitable. The Head teacher shall not be required to give any reason for his or her decision.

2. Period of hire and departure

The premises are available to the Hirer between the hours booked only. The Hirer must vacate the premises no later than the end time for the session.

2A. **Deposit**

The Academy reserves the right to request a refundable deposit of £100 as surety against damage to the premises and/or equipment or for expenses resulting from the "Standard conditions of hire" not being adhered to.

3. Supervision

The Hirer shall, during the period of the hiring, be present and be responsible for

1. Supervision of the premises, the fabric and the contents

2. Their care, safety from damage however slight or change of any sort

3. And the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction or nuisance to the neighbours.

As directed by the School the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

4. Use of Premises and capacities

The Hirer shall not use the premises for any purpose other than that described in the TOCA and shall not sub-hire or use the premises or allow the premises to be used for

any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission from the School.

The Hirer shall not permit or cause the premises to be used in excess of their capacities namely:

1. School Hall, 300 persons

2. Aristophanes Theatre, 40 persons

3. Each classroom 15 adults/30 children

5. Gaming, Betting and Lotteries

No gambling of any kind is permitted on the premises.

6. Licences

The Hirer shall ensure that the appropriate Premises Licence (including that necessary under the ***London Government Act 1963***) is in place if any regulated entertainment or licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above; the provision of alcohol after 11pm; the sale of alcohol.

Copyright Design & Patent Act 1988. In order to conform to the Conditions of the Council Licence relating to the performance of Copyright Musical Work at the premises under their control, the Person(s) responsible for the performance must complete a form listing all Copyright Musical Items to be performed in connection with the proposed entertainments, whether the performance is by singing, musical instrument or mechanical reproduction. These Conditions apply to the Performance of Dramatic Works, or to Dramatic – Musical Works if performed in their entirety, the completed form to be sent direct to the Performing Rights Society Limited. A copy of relevant paperwork must be given to the School seven days prior to the event.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to the consumption of alcohol. Alcohol is not allowed on the premises unless prior agreement is given and a licence obtained where necessary. A copy of the licence must be given to the School seven days prior to the event.

7. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer acknowledges that they are aware of the following matters:

1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.

2. The location and use of fire equipment.

3. Escape routes and the need to keep them clear.

4. Method of operation of escape door fastenings. That all escape routes are free of obstruction and can be safely used, and that any fire doors are not wedged open.

5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire, and that there are no obvious fire hazards on the premises.

10. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with all applicable temperature control legislation. The premises are provided with a refrigerator but not a thermometer. Under no circumstances must the freezer be used or opened

11. Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is available the hirer must make use of it in the interests of public safety.

No alteration of, or addition to, any electrical installation shall be made and no equipment or apparatus is to be connected to it, except by permission of the Site Manager. Where a noise control apparatus is in use, the hirer must ensure that this is not bypassed and not tampered with and must use the socket outlets provided for the purpose. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the School. For example, no sellotape, bluetack, glue spot or pins shall be used. The Hirer may use the hooks provided. The Hirer must make good to the satisfaction of the School if any damage is caused to the premises.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the School. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

12. Insurance Indemnity

The attention of the Hirer is drawn to the fact that he/she must make his/her own arrangements for public liability insurance in respect of claims that might be made by persons for injury or damage arising out of the hire of the premises. The Academy Directors insures its own liabilities and not the liabilities of the Hirer

The Hirer shall indemnify and keep indemnified the School and each member of the School management committee and the School's employees, volunteers, agents and invitees against

1. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises

2. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising in connection with the use of the premises (including the storage of equipment) by the Hirer, and

3. all claims, losses, damages and costs suffered or incurred as a result of any damage or nuisance caused to a third party in connection with the use of the premises by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under this paragraph 12 and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the School.

The School is insured against any claims arising out of its own negligence.

13. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the School as soon as possible and complete the relevant section in the School's accident book. Any failure of equipment belonging to the School or brought in by the Hirer must also be reported as soon as possible.

Certain types of accident or injury must be reported on a special form to the local authority. The School will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

.14. Health and Safety

The hirer shall ensure that

1. Highly flammable substances are not brought into, or used in any part of the premises or its curtilage and that

2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the School.

3. No decorations are to be put up near light fittings or heaters.

4. No fire is lit upon the premises.

5. Any spillages and problems with any AVA equipment and furniture must be reported to the Site Manager immediately

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, unless agreed in advance by the School. No animals whatsoever are to enter the kitchen area at any time.

17. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities).

18. Modifications and Postings

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the School. Nails, tacks, screws or other such fixings shall not be driven into any of the walls, floors, ceiling or fittings and no preparation shall be used for polishing floors

Notices must not be exhibited without prior permission from the Head Teacher in any other area apart from the designated areas.

The Hirer must make good to the satisfaction of the School if any damage is caused to the premises.

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified the School and each member of the School's Board of Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition.

19. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

20 Cancellation

The Hirer may cancel a booking on 7 days written notice to the School. Upon such cancellation the Hire Price shall be refundable (if already paid), less an administration charge of £10. If the Hirer wishes to cancel the booking upon less than 7 days notice, the Hire Price shall not be refundable and shall be payable in full. The School may, in its

absolute discretion, elect not to charge all or part of the Hire Price or to refund part of the Hire Price, if already paid.

The School reserves the right to cancel this hiring by written notice at any time to the Hirer in the event of

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or European Community election.

2. the School reasonably considering that

a. such hiring is likely to lead to a breach of these terms and conditions, any relevant licensing conditions, or other legal or statutory requirements,

b. or unlawful or unsuitable activities will take place at the premises as a result of this hiring

c. the premises becoming unfit for the use intended by the Hirer

d. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

e. any other reason which results in the premises being considered to be unusable.

In any such case the Hirer shall be informed as early as possible and is entitled to a refund of any fee already paid, but the School shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of Hire

The premises must be cleared and vacated immediately upon the expiration of the period of hire as set out on the Transfer of Control Agreement. Failing this the Hirer shall pay to the Academy Directors all expenses incurred in respect of the excess time to be charged at £50 per hour.

The Hirer shall leave the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. The Hirer shall ensure that

1. Any contents temporarily removed from their usual positions are properly replaced.

2. Surfaces are cleaned.

3. Toilets are left clean.

4. Floors are swept and mopped.

5. Rubbish is bagged up and taken away.

If this condition 21 is not adhered to, the School will render, and the Hirer will pay a charge for breakages and/or damage of any kind sustained by the premises, or the fixtures, fittings and furniture therein arising out of, or in connection with, the hire of the premises.

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. No amplified music shall be played outside the premises at any time. The Hirer shall, if using sound amplification equipment, avoid excessive noise. The Hirer will ensure that any music shall not be played after 10pm and that the premises are vacated by the time stipulated in the TOCA. In particular where the premises are used for the purpose of dances, discos or other activities the level of noise is kept to a reasonable level and the premises are vacated quietly with particular attention paid to vehicle noises caused by action such as the slamming of doors or revving of engines.

Complaints from neighbours about activities are taken very seriously by the Directors and future applications could be prejudiced if the complaints are substantiated.

23. Stored Equipment

The School accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the relevant Hire Price for the time that such equipment or property shall remain at the premises, until the same is removed.
On the days when the School is in session, no article may be delivered to the premises or collected from the premises

24. Site manager

The Site Manager shall indicate where he can be reached in the event of an emergency or if there are intruders on the premises. The Site Manager may not always be on site for the full duration of the letting.

A person appointed by the Hirer shall:

a. be present when the Site Manager opens the premises at the commencement of the period of Hire
b. maintain adequate supervision against misuse by persons using the premises
c. report the presence of any intruders on the premises immediately to the Site Manager
d. ensure that the Rules and Conditions of this policy and the Transfer of Control Agreement are not contravened and
e. be present until the premises are closed by the Site Manager.

The Hirer shall comply with all reasonable instructions given by the Site Manager

24. No Rights

The agreement to hire the premises constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

None of the provisions of the agreement to hire the premises are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than the School and the Hirer.

The School Premises is a Non Smoking Area.

Appendix 2

List of Charges:

Whole school

Day	Time of Day	Cost
Monday – Saturday	6am to 8pm	£55 per hour
Monday – Saturday	8pm to 6am	£60 per hour
Sunday	Any time	£65 per hour

Whole school and kitchen

Day	Time of Day	Cost
Monday – Saturday	6am to 8pm	£125 per hour
Monday – Saturday	8pm to 6am	£130 per hour
Sunday	Any time	£135 per hour

Hire of hall only

Day	Time of Day	Cost
Monday-Saturday	6am to 8pm	£35 per hour
Monday-Saturday	8pm to 6am	£40 per hour
Sunday	Any time	£45 per hour

Hire of hall and kitchen

Day	Time of Day	Cost
Monday-Saturday	6am to 8pm	£70 per hour
Monday-Saturday	8pm to 6am	£75 per hour
Sunday	Any time	£80 per hour

Hire of Aristophanes Theatre

Day	Time of Day	Cost
Monday – Saturday	Term time 5.30-10.30pm	£25 per hour
Monday-Saturday	Term time 3.30pm – 5.30pm	£30 per hour
Sunday	Anytime	£35 per hour

A deposit of £100 above the hiring charge is retained as a surety against damage to the premises and/or equipment or for additional unforeseen cleaning or other expenses resulting from the "Standard conditions of hire" (appendix 2) not being adhered to.

Commercial rates on application.

Appendix 3

TRANSFER OF CONTROL AGREEMENT

This is a legal document which has the effect of temporarily transferring the use and control of all or part of the School's premise from its Academy Directors to you. This agreement sets out details of your responsibilities in respect of the use and control of the School including important provisions relating to insurance and liability for anyone who is injured whilst on the School's premises. It is important that you understand all of your responsibilities by reading right through this Agreement. By signing this Agreement you also confirm that you have read and agree to the terms as set out in the Standard Terms and Conditions of Hire document provided.

Your name(s) and address(es):	**The School:** St Cyprian's Greek Orthodox Primary Academy **Address:** Springfield Road Thornton Heath Surrey CR7 8DZ

The part(s) of the School's premises that you can use are set out below. These are the part(s) of the School's premises which will be under your control for the periods specified below:

The periods during which the part(s) of the School's premises will be under your use and control are set out below:

The purpose for which you can pay use and control the part(s) of the School's premises are set out below:

The amount that you will have to pay for using the part(s) of the School's premises are set out below:

A refundable deposit of £

The special conditions which will apply to your use and control of part(s) of the School's premises are set out below:

Duty of care over guests
Duty of care of noise for neighbours

Site Manager / person in charge to remain on site for duration of let ☐

Site Manager / person in charge to open & close only ☐

Your use of the School's premises is subject to the Conditions setout in this agreement (overleaf).

TRANSFER OF CONTROL AGREEMENT
General conditions

Your use of the School's Premises

1. The School's premises are made available to you strictly for the purposes specified. You must make sure that no-one uses the School's premises for any other purpose while under your control, without the School's prior written consent.

2. You are only allowed to use the parts of the School's premises specified (together with any necessary access to and from the School's entrance as agreed). You must make sure that no-one trespasses on any other part of the School's premises.

3. You are only allowed to use the School's premises during the times specified. You must make sure that no-one arrives earlier, or leaves later, than the stated times.
4. You are responsible for everyone who is on the School's premises for the activities you are organizing and, generally, for everyone who comes on to the parts of the School's premises which are under your control at the stated times. You must ensure that they comply with all the terms of this Agreement.

5. You must do everything that you are reasonably able to do to avoid loss, damage or breakage to the School's property whilst the School's premises are under your control. Any loss, damage or breakage must be reported as soon as practicable to the School. The School will be entitled to charge you for any such loss, damage or breakage.
6. You must make sure that the School's premises are left clean, neat and tidy after every use. The School will be entitled to charge you for any additional cleaning costs arising from your use of the School's premises.

7. You must comply with all site regulations which the School issues from time to time for users of, and visitors to, the School's premises. The School reserves the right to issue further regulations from time to time about the use of the School's premises. These may be general or they may be specific to your use and control of parts of the School's premises.

Your Responsibility for Injury or Damage to the School's Premises

8. You agree to indemnify the School for:-

   8.1 any claim which may be made against the School by (on behalf of) anyone who has been injured or whose property has been damaged (a) on the School's premises whilst those premises were under your control or (b) by you or by someone for whom you are responsible; and

   8.2 any damage to or destruction of the School's premises (or property) caused whilst those premises were under your control or caused to any other part of the School's premises (or property) by you or by someone for whom you are responsible

This means broadly that the School will be able to pass on to you any costs and expenses that it incurs as a result of your use of the School's premises. In order to guarantee that you will be able to meet such costs and expenses claimed by the School you will have appropriate insurance in place. Further details relating to your insurance cover are set out in Paragraph 9.

Your obligation to indemnify the School will not stop on termination of this Agreement because some claims, for example claims for personal injury, may be made some time after the injury occurred. You must make sure that your insurance policy is maintained for as long as reasonably necessary so that you are able to continue to meet your obligation to indemnify the School.

Your Insurance cover

9. You must not in any circumstances use the School's premises unless you have in place (public liability or third party hirer's) insurance covering your use and control of the School's premises. You must show the School your insurance certificate before you use the School's premises and you must let the School know immediately if any of the terms of the insurance policy (for example, the level of cover) are varied. You must make sure that all insurance premiums are paid on time. Your insurance must provide cover of at least FULL REBUILDING AND CONTENTS SUM INSURED in respect, of liability for death or personal injury or damage to personal property and cover at least £5,000,000 in respect of damage to or destruction of the School's premises.

Termination

10. Where it is stated that this Agreement will only continue until a specified date, then this Agreement will automatically terminate on that date. In any other case, the School will be entitled to terminate this Agreement at any time by giving you at least (one terms/3 months) notice. The School will write to you to notify you of any termination under this paragraph. This Agreement may end sooner in the circumstances set out in Paragraphs 11 or 12.

11. In exceptional circumstances the School may have to suspend or terminate this Agreement early. This may happen, for example, where the School is permanently or temporarily closed, or where the School's premises are unsafe or are undergoing repairs or where there is a reorganization of the School's timetable (or where it is needed for other purposes of the School). The School will write to you to notify you of any termination or suspension under this paragraph, giving you as much notice as reasonably possible.

12. The School will be entitled to terminate this Agreement at any time if:-

    12.1 you do not pay for use of the School's premises by the due date for payment; or

    12.2 you (or those for whom you are responsible) do not comply with all of the terms of this Agreement.

    The School will write to you to notify you of any termination under this paragraph.

General Provisions

13 The School will notify you of any directions given to the School by the local education authority as to the occupation and use of the School's premises. In exercising your control of the School's premises you must act in accordance with any such directions.

14 In exercising your control of the School's premises you must have regard to the desirability of the School's premises being made available for community use.

15 If these general conditions are inconsistent with any other parts of this Agreement, then those other parts will prevail.

Your signature of this document also indicates that you have read the "Standard Terms and Conditions of Hire" document and agree to and will comply with its terms

Name:
Signature: Date:
For and on behalf of St Cyprian's Greek Orthodox Primary Academy.
Name:
Signature: Date:
For and on behalf of