

# Southmoor Academy

## ACADEMY LETTINGS POLICY

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## INTRODUCTION

The Board of Trustees wish to make every reasonable effort to facilitate the use of the academy premises by the community as a whole. The purpose of this policy is to:

- provide clear guidance on lettings and the use of the academy premises
- enable safe access to the academy site and premises
- promote the use of academy facilities by the wider community
- safeguard the interests of the academy

- Number of people present
- Capacity of the Venue
- Marking of emergency exits
- Provision of emergency lighting
- Safety plans

The hirer will be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the Academy the licences they hold. This can be obtained from the Council's Event Management & Health and Safety section.

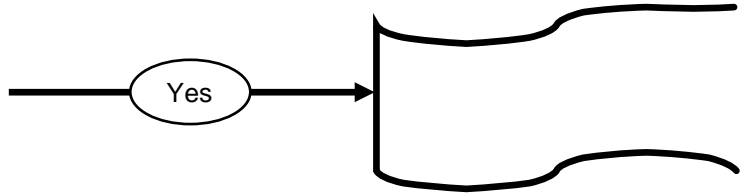
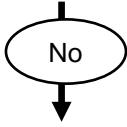
## LICENSING

Some activities and services require specific licences for example:

- Prize Bingo
- Public Entertainment
- Lotteries and amusement licence
- Theatre Licence

The hirer will need to contact the Local Council's Licensing section to obtain advice and the specific requirements thereof.

Receive request to make use of facilities





MANAGEMENT AND ADMINISTRATIONS OF SETTIN

## Permanent Lease Agreements

1. The Headteacher and Finance Officer in consultation with the Finance & General Purpose Committee will assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the Academy.
2. The Finance & General Purpose Committee will draft the necessary lease agreement based on the individual requirements of the Academy.

For all agreements the Academy should maintain a suitable record of current lettings and amounts due. For regular users or block bookings, income received should be recorded, e.g. on control sheets, allowing balances outstanding to be clearly identified. Where lettings income due remains outstanding, prompt and appropriate recovery action should be taken.

## CANCELLATIONS

- d. Where the Headteacher has failed to satisfy the complainant, the Finance & General Purpose Committee (or an individual member of the committee delegated to do so) may review the case.
3. Having exhausted the steps above, all unresolved disputes or differences shall be referred to an arbitrator who shall be determined by the Board of Trustees.



# APPENDIX A LICENCE AGREEMENT

(Including Terms and Conditions)

# LICENCE AGREEMENT

Southmoor Academy , Ryhope Road, Sunderland, SR 2 7TF (the Licensor) permits the use of space known as



## 7. ASSIGNMENT AND ALTERATIONS

This Licence Agreement is personal to the Licensee and the Licensee shall not assign or underlet or part with or share possession or occupation of the Premises. The Licensee shall not make any alteration or addition to the Premises and shall not affix any items to the Premises.

## 8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

The Licensee must comply with all laws relating to the Premises and the occupation and use of the Premises by the Licensee, including but not limited to Health and Safety legislation.

A register must be taken at each session and provided to the Licensor.

Risk Assessments and CRB certificates required by the Licensee must be supplied to the Licensor if so required.

Any portable equipment that is to be used must have a current PAT test certificate.

The Licensee must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

## 9. LOSS

The Licensor does not ac

APPENDIX B TRANSFER OF CONTROL  
AGREEMENT APPLICATION FORM

## TRANSFER OF CONTROL AGREEMENT APPLICATION FORM

### 1. Your Details:

Name:

## 5. Insurance Requirements

***Essential:***

Is there Public Liability insurance (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/ No)

***If required:***

Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/ No)

Please provide a copy of the insurance policy schedules as evidence  
*(Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an*

### 11. Health and Safety

Are there generic risk assessments which cover the activities which will be undertaken?

Please provide a copy as evidence

*Please note that if this application is successful the risk assessments should be reviewed to assess the environment/ location where the activities will be held.*

### 12. Vulnerable Groups

Please provide evidence of the following documents if delivering activities / services to vulnerable groups:

Safer recruitment checks – required for all providers

- Current Enhanced CRB – number, date and clearing house
- Right to work in the UK
- Identity

Safeguarding Training – required for all providers

- Introduction to Working Together to Safeguarding / TTB 144nTc -0..004 Tc -0.002 Twf</MCI -0..0..



# APPENDIX C TRANSFER OF CONTROL AGREEMENT

(Including Guidance Notes & Checklist)



#### NOTE 4 – THE FEE

Set out any other arrangements that the parties have agreed, for example, method of payment or day of week for payment.

If the Board of Trustees is not charging a fee, include a nominal amount (E.g. £1) so that the other terms and conditions can still be legally-binding on the parties.

#### NOTE 5 – HEALTH AND SAFETY ARRANGEMENTS

Set out any specific arrangements that the parties have agreed, for example, in relation to equipment that the Trustees are permitting the User to make use of.

#### NOTE 6 – INSURANCE

The insurance policies must be in the name of the User as stated in the contract.

#### NOTE 7 – VAT

If in doubt, seek advice on this clause and the applicability of VAT to the arrangements.

#### NOTE 8 - SIGNING THE TOCA

To formally complete the TOCA, both parties need to sign it. Normally, the TOCA should be dated with the date that the last party signs it, as this is the date on which the agreement is made. The date of the agreement is set out at the start of the document.

#### NOTE 9 – POLICIES AND PROCEDURES

There are a number of policy/ procedure decisions to consider when developing a TOCA. The following should be included in the TOCA agreement:

## TRANSFER OF CONTROL AGREEMENT

This AGREEMENT is made on [\[Insert Date\]](#)

between:

(1) Board of Trustees of Southmoor Academy

and

(2) **Delete as appropriate:**

(i) If User is a company, business or charity:

[\[Insert name of the organisation\]](#)

[\[Insert registered address\]](#)

[\[Insert registration number\]](#)

*\*for childcare please include Ofsted Registered Name*

(ii) If User is an unregistered organisation e.g. group, association, partnership:

[\[Insert name of individual authorised to sign the agreement\]](#)

[\[Insert address of authorised individual\]](#)

On behalf of [\[Insert name of the organisation\]](#)

(iii) If User is not acting on behalf of an organisation

[\[Insert name of individual\]](#)

[\[Insert address of individual\]](#)

It is agreed as follows:

1. Aim

1.1 This is a Transfer of Control Agreement made under Schedule 13 to the School Standards and Framework Act 1998 ("the 1998 Act").

1.2 The Trustees enter into this Agreement in order to enhance the use of Southmoor Academy for the wider benefit of the community.

1.3 The User enters into this Agreement to further the provision of community facilities.

1.4 This Agreement sets out the arrangements, terms and conditions whereby the Trustees transfer control of part of the Academy premises to the User.

2. Authorised representatives

2.1 For the Academy, Mr D Martin on behalf of Academy who will

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## 2.2 For the User,

- 6.2.1 if at any time any payment due under this Agreement remains unpaid for more than 28 days after becoming due
  - 6.2.2 if the User fails to remedy any breach (capable of remedy) of any of the stipulations and conditions contained in this Agreement after being required to remedy such breach by [28 days] notice in writing
  - 6.2.3 if the User breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Trustees is incapable of being remedied and the Trustees state this in a notice given by them.
  - 6.2.4 in extreme cases the Trustees may terminate this agreement summarily without notice and the user's attention is specifically directed to paragraph 8 of this agreement below.
- 6.3 The User may end this Agreement at any time by giving three calendar months written notice to the Trustees.
7. Fee
  - 7.1 The User agrees to pay to the Trustees a fee for the use of the Premises during the Period of Control ("the Fee") as follows:
    - 7.1.1 The Fee will be the sum of £ *[Insert sum]* per *[Insert period]* payable in advance.
    - 7.1.2 The Fee may be varied by the Trustees at annual intervals from the date of this Agreement. The Trustees will give 28 days notice in writing of a variation to the Fee. If the User does not wish to accept the Fee variation then it may give 28 days notice in writing (before the Trustees notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.
8. Safeguarding Vulnerab4 (ar)7 (i)6 (ed by)14 ( 10 (V)-4 (1 (oesG (V.1V)-4 (i)6d [(dp(o e)1 aJ 0.004 Tc -08 0.78 [



of disabled participants. Fire practice must be undertaken on a half-termly basis and records kept as evidence.

- i) Facilities and equipment (if made available) are used in a responsible manner, in an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the Premises and equipment.

This includes ensuring that:

- Alcohol is not consumed
- Smoking is not allowed anywhere on the premises
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises or on Academy grounds
- Combustible materials are not placed adjacent to heat sources
- Equipment is used for the purpose for which it was designed.
- Electrical equipment is PAT tested and complies with the British standards then applicable
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.

- f) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if agreed by the Headteacher.

- h) The Premises and Academy premises must be vacated on time at the end of the Period of Control and left in a clean and tidy condition and the Premises must be cleaned thoroughly (including toilets) on a daily basis.

## 10. Damage to Property

- 10.1 The User undertakes either to make good or to reimburse the Trustees for the cost of making good (as the Trustees direct) any damage to the property of the Trustees and the Academy caused by the User, their staff, visitors or clients.

## 11. Liability of the Parties and Indemnity

- 11.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise the Trustees will be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the User, their assistants, employees, volunteers or agents, children attending any session or others entering the Premises (with the exception of death or injury which may occur by reason of the negligence of the Trustees or their servants or agents acting within the scope of their authority).

The User must indemnify and keep indemnified the Academy and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons





16.1 The User must not (and must ensure that any person entering the Premises during the Period of Control does not) cause any nuisance or disturbance to the Trustees or the Academy or neighbours.

17. Additions and Alterations

17.1 The User will make no alterations or additions to the Premises.

18. Contract (Right of Third Parties) Act 1999

18.1 Nothing in this Agreement will give directly or indirectly to any third party any enforceable benefit or right of action against the Parties and such third parties will not be entitled to enforce any term of this Agreement. This is the case notwithstanding the provisions of the Contracts (Right of Third Parties) Act 1999.

19. Licence

19.1 The Parties agree that this Agreement is a licence and does not create a tenancy between the User, Southmoor Academy and the Trustees.

20. Disputes

20.1 The Parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this Agreement.

20.2 If either Party considers that the other has failed to comply with the terms of this Agreement, then the following will happen:-

20.2.1 The matter will be discussed at a meeting between the Parties within 14 days.

20.2.2 If not resolved by the process set out at 20.2.1, then a meeting is to be arranged between the Parties and a representative of Southmoor Academy or the Board of Trustees. Again this may be called at the request of either Party and must take place within 21 working days.

21. Assignment and Sub- hiring

21.1 The User must not assign or sub-hire the whole or any part of the Premises.

22. VAT

22.1 If any supply made or referred to in this Agreement is or becomes chargeable to VAT, then the Party receiving the supply ("the Recipient") will, in addition, pay the Party making the supply, ("the Supplier") the amount of the VAT, against receipt by the Recipient from the Supplier of a proper VAT invoice for the supply.



27. General

27.1 In this Agreement, references to legislation include all amendments, replacements or re-enactments and all regulations and statutory guidance given or made under the legislation.

AGREED by the Parties on the date set out at the start of this Agreement

.....  
Signed by  
The Chair of Trustees of Southmoor Academy

.....  
Signed by  
[\[Insert Position\]](#)  
Authorised signatory of [Insert name of Organisation]