

LETTINGS POLICY STATEMENT

Policy Date: 2011

Review due: January 2019

Last updated: April 2018

Committee responsible: Finance & Audit

Where it came from: Business Manager



St. Christopher's

MULTI ACADEMY TRUST

Underlying principles

All Academy policies reflect the academy values of:

Hope
Kindness
Courage
Integrity
Trust
Respect
Responsibility

Taking into account advice and guidance from best practice.

The Ilfracombe Academy is committed to excellent safeguarding. All clubs and regular private hirers must have an appropriate child and vulnerable adult safeguarding policy in place, and/or appropriate DBS checks. The Academy will request to see evidence before any lettings agreements are issued.

Policy Objectives

The policy objectives are as follows:-

- that academy premises represent a significant capital investment and should be fully utilised
- are a valuable community resource;
- educational usage, education premises constitutes a natural priority;
- that a profit margin would be welcome when derived from private or commercial usage but is not the objective when facilitating an educational activity by designated users.
- We are in receipt of public money which is for a clearly designated purpose

Priority Usage

The governors have adopted the following categories of priority user:-

- Statutory users – School based activities during normal school hours (8.00 am – 6.00 pm)
- Private users – Category A – Youth Organisations up to the age of 18 years old. In the case of the AWP Youth is qualified as 16 years old.
- Private Users - Category B – Adult Organisations
- Commercial users – Category C

Administration of Lettings

General. The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the Academy premises. Accordingly they have delegated the authority to accept applications for hire to the following persons – Headteacher, Business Manager and Lettings Administrator.

Please note the Academy is a non-smoking site inside and outside of the buildings.

Variations. The Headteacher/Business Manager may vary the terms and conditions under which the Academy premises are hired to either individuals or organisations but in no case should energy (lighting, heating) costs be ignored. All hiring's which do not make a profit must be cost neutral.

Lettings Documentation. All formal hiring of the academy premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete a lettings hire agreement (Appendix B) for use of the main academy or for the use of the All Weather Pitch (Appendix F) and should receive a copy of the conditions of hire. A quotation form (Appendix C) will be attached to the invoice or forwarded to the hirer for checking before the let commences for the main academy. The hire agreement is a contract which the Governors may enforce at law. (Appendix E). A copy of the service level agreement for the All Weather Pitch can be found at the end of this document (Appendix G).

Scale of Charges. In arriving at their scale of charges the governors have followed the principles set out below:-

- Statutory users will not be charged
- Private users - Category A - will be charged a nominal cost to cover cleaning/caretaking, security, energy, wear and tear.
- Category B – will be charged as Category A plus an income margin for the academy.
- Category C – will be charged as category B plus a percentage of the income received from the public
- There will be parity of treatment for similar users.
- The overall the cost of letting academy facilities will be recovered from users.

For the purpose of charging, the Headteacher, Business Manager and Lettings Administrator are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms Appendix A to this policy statement.

Value Added Tax. The governors are constrained by law to apply value added tax to all transactions where this is appropriate. Currently the Academy is not VAT registered.

Minimum charges and deposits. The minimum hire period will be one hour for all facilities.

The governors reserve 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.

Cancellations. Governors will seek to recover any cost incurred by the academy which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges (Appendix A). Where facilities are not used application for a refund will be considered after the deduction of such costs.

Payment methods. The governors are mindful of their responsibilities in safeguarding the academy from bad debt.

The academy invoices customers who then pay directly into the Academy's current bank account. One off bookings are paid in advance all other bookings are either paid monthly or termly.

Extension of credit. The Governors will allow where appropriate the extension of credit to bona fide local organisations and individuals where they are satisfied that these are creditworthy. In all cases Governors reserve the right to withdraw credit facilities where prompt payment is not received. The Governors have chosen to delegate the approval of credit facilities to the Headteacher/Business Manager who will maintain a list for the guidance of the lettings administrator. In all cases where credit is advanced the invoice is to be raised at the time of booking. Payment terms 30 days on receipt of invoice.

Security. The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Headteacher/Business Manager to insist upon caretaking presence where in his/her view the nature of the hiring may leave the academy vulnerable to theft or damage.

Review of Policy. The governors will review the policy each year and the scale of hire charges for the forthcoming year will also be reviewed and updated.

Footwear. Players in the sports hall and gym must not wear black soles. Please note no outdoor shoes are to be worn in the sports hall and gym. There is no spectator area.

Players must wear Studded footwear on the all-weather pitch. No blades, flat soles or astroturf trainers are allowed on the pitch at any time. Please note there is no spectator facility inside the pitch boundary.

Appendix A

THE ILFRACOMBE ACADEMY

SCHEDULE OF CHARGES FOR THE LETTING OF ACADEMY PREMISES.

Room/Area per Hour	Cat A	Cat B	Cat C
Classroom	£ 5.00	£10.00	£20.00
Drama Studio	£10.00	£20.00	£35.00 + % of total inc
Sports Hall	£20.00	£40.00	£40.00 + % of total inc
Gym	£20.00	£40.00	£40.00 + % of total inc
Killacleave/Marlborough per pitch	£20.00	£40.00	£40.00 + % of total inc
Dining Hall	£20.00	£40.00	£40.00 + % of total inc
Hard Surface	£ 7.50	£15.00	£30.00 + % of total inc
Conference Room	-	£15.00	£30.00
All Weather Pitch	£20.00	£40.00	-

Category C charges are per hour but a daily rate can be negotiated.

Caretaking outside core time charged at:-

Monday – Friday after 10.00 pm	Per hour/Part of hour	£15.00
Saturday/Sunday/Bank Holidays	Per hour/Part of hour	£20.00

Cancellation charges will be levied if caretaking and cleaning costs are incurred.

In the case of a cancellation of a booking by the hirer, the hirer shall give at least 7 days notice in order for the slot to be made available for other users. This will entitle the hirer to a full refund. If a booking is cancelled with between 2 and 7 days notice then half of the hire fee will be charged. Bookings cancelled at less than 48 hours notice will be charged the full booking fee.

The Academy is a No Smoking site.

Appendix B

THE ILFRACOMBE ACADEMY

Application for Hire of Academy Premises

Details of Hirer

Name of Organisation _____

Name of Responsible Person _____

Address _____

_____ **Post Code:** _____

Position in Organisation _____

Contact Phone Number(s) _____

I wish to hire the premises as detailed in the attached quotation.

I have received a copy of the terms of contract of hire and I agree to abide by them.

I agree to pay all charges which may be due.

I acknowledge that all clubs and regular private hirers must have an appropriate child and vulnerable adult safeguarding policy and/or appropriate DBS checks in place. (Please provide evidence of this)

Copy attached

I acknowledge that my attention has been drawn to the requirement of having a minimum of £5,000,000 insurance cover. (Please provide a copy.)

Copy attached

* I can confirm that the use of the premises will not include the playing of pre-recorded music: YES/NO (please circle as appropriate).

NB: If you have circled no, under the terms of clause 16 and 18 of the lettings policy, you are required to provide a copy of the Phonographic Performance Licence to authorise the usage of pre-recorded music before this letting can be approved.

Data Sharing, Specific consent: I give consent for My personal data (Name, address, email address, tel numbers) within school for identification and also to be used in FMS – Capita/SIMS - the school financial software package for the purpose of processing of invoices . Your personal data will be kept secure in accordance with the school data safeguarding policy.

Signature: _____ **Date:** _____

Letting Agreed on behalf of the Governors by:

Name: Julie McCarthy _____ **Designation:** Business Manager **Date:** _____

Total Charge	Quotation Ref:
Receipt No.	Caretaker Advised:

THE ILFRACOMBE ACADEMY

QUOTATION

FACILITIES REQUIRED

ROOM/AREA	DAY	DATE	TIME FROM	TIME UNTIL

SPECIAL SEATING/ROOM ARRANGEMENT, IF REQUIRED – NB There will be an additional charge for this service.

- Bleacher Seating in St Christopher’s Hall
- Projector
- Stage Lighting

Caretaking Required Yes / No

Cleaning Required Yes / No

ANY ADDITIONAL EQUIPMENT REQUIRED: -----

ROOM/AREA	CHARGE	DETAILS OF CHARGES
EQUIPMENT		
CLEANING/CARETAKING (If required)		
TOTAL PAYABLE		

Appendix D



The Ilfracombe Academy Liability Disclaimer Form

I hereby sign this liability disclaimer form on
..... (date).

I acknowledge that I am responsible for my own safety and the safety of others whilst hiring the Academy premises without the required £5,000,000 Public Liability Insurance.

I agree not to bring any claim against the Academy or its officers.

‘The Academy ensures that the School premises are insured. However, it is the responsibility of all non-Academy school hirers to ensure that the activity is suitably insured (this being Public Liability Insurance of £5,000,000)’

Hirers Name:

Hirers Signature:

Date:

Appendix E

LETTING OF EDUCATIONAL PREMISES AND GROUNDS TERMS OF CONTRACT COMPRISED IN UNDERMENTIONED CONDITIONS AND HIRE FORM.

Application and Fees

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall be considered the hirer and shall be jointly liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Governors. The Governors reserve the right to alter or revise these charges at any time.
3. The fee for an occasional hiring shall be paid to the person authorising the hiring within seven days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 4. In the case of a long-term letting the Governors of the hired premises may at their discretion permit the periodic payment of hire charges in arrears.

Cancellation

4. The Governors or their agent(s) acting on their behalf must reserve the right, having good reason, at any time without notice to cancel or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such an event the Governors shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
5. If the hirer shall cancel the hiring of the premises then the Governors shall be entitled to retain or demand as the case may be the whole fee paid in respect of such cancelled hiring PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Governors.

Furniture and Equipment

6. The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only.
7. The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the Governors.
8. Where additional equipment is required by the hirer this will be subject to an additional charge that will be determined by the Business Manager.

Kitchen Facilities

9. Kitchen facilities and facilities for the preparation of refreshments are not included in the hiring unless prior consent for the use of such facilities has been given by the Business Manager who will have consulted the Academy Catering Manager. Where catering is required the Catering Manager will supply a quotation to the hirer.

Health, Safety and Condition of the Premises

10. The hirer/hirers shall during the hiring be responsible for:

- Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded.
- The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Academy policy on smoking on school premises whether inside or outside the school.
- Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises.
- Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned.
- Familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes.
- Ascertaining the location of the nearest emergency telephone and if necessary be in possession of a mobile phone.
- Providing adequate First Aid cover as per the Health & Safety Regulations 1981.
- Compliance with the Food Safety Act where catering facilities are involved.
- Ensuring an appropriate child and vulnerable adult safeguarding policy is in place, and/or appropriate DBS checks. The Academy will request to see evidence before any lettings agreements are issued.

11. The hirer shall at the end of the hiring be responsible for:

- Ensuring that the hired premises are vacated promptly and quietly.
- Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.

12. Failure to comply with these conditions may lead to additional charges.

- No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
- No alternations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Governors. Electrical apparatus must be switched off after use and plugs removed from sockets.

13. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governors and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any persons on the hired premises by reason of the use thereof by the hirer.

14. It is understood and agreed that the Governors do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or other activity, or any other person is in danger of suffering injury, loss or damage.
15. Except in so far as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise required, Governors acting on its behalf will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:-
 - Any damage or loss of property brought on to or left upon the hired premises either by the hirer or any other persons.
 - Any injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer.
 - Any breakdown of machinery, failure of electrical supply, fire, flood or other restriction which may cause the hiring to be interrupted or cancelled.
16. The hirer shall be responsible for and shall indemnify the Academy its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the used of the hired premises by the hirer.

Licences

17. The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Governors, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Governors if required.
18. The hired premises shall not be used for any betting, gaming or gambling.
19. The hirer shall indemnify the Academy against any infringement of copyright which may occur during the hiring.

General

20. The right of entry to the hired premises at any time during the hiring is reserved for authorised employees of the Academy and the head of the establishment or a person authorised by him/her.
21. The hirer and his agents shall during the hiring comply with all reasonable requirements of the hired premises.
22. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.
23. Any notice or necessary action required in respect of this hiring maybe undertaken by:
 - A representative of the Governors.

Insurance

The Academy ensures that the premises are insured. However, it is the responsibility of all non-Academy hirers to ensure that the activity is suitably insured (this being Public Liability Insurance of £5m). One off groups may use the facilities without the specified Public Liability Insurance with the understanding that they are responsible for their individual groups and sign a disclaimer. (Appendix D)

Appendix F



Booking Form 2018/19 (Please complete all sections of the booking form IN FULL)

Club or League Name:			
Affiliated to which sport:			
Billing and Primary Contact for Club/Group		Secondary Contact in case of Emergency	
Name (in full)		Name (in full)	
Address		Address	
Postcode		Postcode	
Telephone Number		Telephone Number	
Mobile Number		Mobile Number	
Email		Email	

Facility Details

Facility Required	(Please Tick)	Details of the Group	(Please Tick)
All Weather Pitch		Community Junior (under 16)	
Sports Hall		Community Senior	
Gym		Approx. number of members	

Details & Dates of Bookings: Please enter ALL required dates for each month. NB Booking priority is given to regular users, therefore unless you are block booking 10 consecutive sessions (with no more than 14 days between each session), bookings will not be taken until 8 weeks before the session.

Month/Yr	Dates and Times				
<i>Example</i>	<i>1st (6.45-7.45pm)</i>	<i>7th (6.45 – 7.45pm)</i>	<i>14th (6.45 – 7.45pm)</i>	<i>21st (6.45 – 7.45pm)</i>	<i>28th (6.45-7.45pm)</i>
Apr 18					
May 18					
June 18					
July 18					
Aug 18					
Sept 18					
Oct 18					
Nov 18					
Dec 18					
Jan 19					
Feb 19					
Mar 19					

Please tick if times/length of sessions are the same for all bookings	
Total number of hours	
Total number of bookings	

Cost of Facility:

Facility	Adult Rate	Junior Rate (U16s)
AWP Full Pitch per hour	£40.00	£20.00
Sports Hall / Gym	£40.00 (plus a % of takings if commercial booking)	£20.00

I confirm that I require The Ilfracombe Academy facility, for the times and dates stated on this booking form. I have read the terms and conditions of hire overleaf and confirm that I understand and will abide by them. I also understand that I will be invoiced accordingly and that I will be able to pay by instalments.

Data Sharing, Specific consent: I give consent for My personal data (Name, address, email address, tel numbers) within school for identification and also to be used in FMS – Capita/SIMS - the school financial software package for the purpose of processing of invoices . Your personal data will be kept secure in accordance with the school data safeguarding policy.

Signed _____ Name: _____ Date: _____

If you are completing this form electronically and emailing it in, please type 'I agree' in the signature space to agree to T & Cs.

To avoid disappointment, please return this form as soon as possible by email to or post or in person to:
jmccarthy@ilfracombeacademy.org.uk or The Ilfracombe Academy, Worth Road, Ilfracombe, Devon. EX34 9JB.

Terms & Conditions of use for AWP

General:

- Advance application of hire must be made in writing on the official application form.
- The hirer is responsible for holding adequate Public Liability Insurance of £5,000,000.
- The hirer is responsible for ensuring an appropriate child and vulnerable adult safeguarding policy is in place, and/or appropriate DBS checks. The Academy will request to see evidence before any letting agreements are issued.
- Booking priority is given to regular users, therefore unless you are block booking 10 consecutive sessions (with no more than 14 days between each session), bookings will not be taken until 8 weeks before the session.
- The hirer should have a mobile phone with them during their session, in case of an emergency.
- Bookings must not over run the allotted time slot. Clubs are responsible for setting up and clearing away their own equipment and this must be done within the allocated time slot. All smart phones are now linked to a central timing system, so please use your phone to monitor the time and respect the next users by leaving promptly when your slot is finished.
- No Food, Drink or Smoking is permitted in or on any sports facility.
- The Ilfracombe Academy has a zero tolerance to drugs and any use on our site(s) will be reported to the Police.
- **Players must wear Studded footwear on the all-weather pitch. No blades, flat soles or Astro turf trainers are allowed on the pitch at any time. Please note there is no spectator facility inside the pitch boundary.**
- Abusive and/or threatening behaviour (verbal or physical) towards staff on site will not be tolerated for any reason and may lead to the Academy cancelling all future bookings for the individual and/or the team.
- The hirer agrees to pay The Ilfracombe Academy on demand the cost of repairing or making good any damage caused to the facilities or equipment by any member of the hirer's user group or their spectators.
- The Academy reserves the right, at its absolute discretion, to refuse the admission of, or evict any person from the facilities.
- Any problems concerning a booking, should be reported by the hirer to the academy Business Manager at the earliest convenience by calling 01271 869259.

Rates:

- All hiring fees must be paid within the agreed period or you risk your booking slot being cancelled and legal action being taken to collect outstanding fees (please see full payment terms below for details).
- The Academy is not VAT registered at present.
- Bookings made by a non-profit making club, for sessions that are exclusively attended by junior participants under the age of 16 are charged on a half-price basis.

Cancellations:

- In the case of a cancellation of a booking by the hirer, the hirer shall give at least 7 days notice in order for the slot to be made available for other users. This will entitle the hirer to a full refund. If a booking is cancelled with between 2 and 7 days notice then half of the hire fee will be charged. Bookings cancelled at less than 48 hours notice will be charged the full booking fee.
- Regular cancellations may withdraw any future bookings .
- The Ilfracombe Academy reserves the right to close or prohibit the use of the facilities at any time it deems necessary. All money paid in respect of a booking, which has been cancelled in accordance with this condition, will be refunded. However, The Ilfracombe Academy will not be liable for any other expenditure incurred or loss sustained by the hirer, as a result of this cancellation.

Payment Terms:

- Users can book sessions for up to twelve months in advance. Once a club or group makes twelve months worth of bookings, they become eligible to pay by direct debit. Direct debit payments can be made monthly. This should help clubs/groups keep track of their outgoings and prevent them from missing payments by accident, which leads to unmanageable debts.
- If clubs/groups with twelve months worth of bookings choose not to pay by direct debit then half termly invoices will be sent and payment can be made via BACS or cash to the Academy.
- The nominated primary contact is responsible for prompt settlement of the account and is responsible for ensuring that the terms and conditions of the booking are adhered to.
- If payment is not made by the due date, a final warning for payment will be made via a phone call to the primary contact. If we are unable to reach the primary contact we will then call the secondary emergency contact. At this point we expect payment to be made by the final day of the month in person at The Ilfracombe Academy, Worth Road, Ilfracombe, Devon EX34 9JB.
- If payments are not received the account will be frozen, all future bookings will be cancelled, outstanding payments will be pursued via debt collection and your booking space will be reallocated to the next group on the waiting list.

Appendix G



Introduction

The Ilfracombe Academy has a Third Generation All Weather 3G Football Turf Pitch (3GFTP) and a 9v0 size grass pitch which is for school and wider North Devon community use.

The new pitch 3GFTP is being funded by the following agencies:

- The Football Foundation (FF)
- Fullabrook wind farm
- Ilfracombe Town Council
- Ilfracombe Football Club (Adult and Youth)
- The Ilfracombe Academy
- North Devon District Council
- Devon County Council

The project enhances the Physical Education facilities at the Academy and provision for the development of football in the local area

2. The purpose of this agreement

To establish a formal agreement setting out the roles and responsibilities of the partner agencies, enabling them to achieve common aims and objectives.

It is also to ensure fair and equitable use and access to the facility for community stakeholders

3. Partner Agencies

Ilfracombe Town Football Club

Devon County Football Association "The DCFA"

North Devon District Council

Exeter City FC

Ilfracombe Town Council

Football Foundation (FF) "The Foundation"

The Foundation is the UK's largest sports' charity and uses the £30m it receives every year from its funders, the Premier League, the Football Association and the Government, to leverage even more partnership funding to deliver a programme of new and improved community sports facilities into grass roots in towns and cities across the country.

The Foundation also funds projects that increase participation in football and address some of society's key challenges, such as social inclusion, health, education and equalities.

The Foundation also runs a range of specific grant streams dedicated to giving rapid and targeted support to thousands of clubs and community groups.

The Foundation's mission is to improve facilities, create opportunities and build communities throughout England.

4. General Context

4.1 All users will support North Devon District Councils sports development plan and the Devon FA Football Development Plan

5. Key Partner Roles

5.1 Steering Group

All partners will be invited to sit on a steering group to review use of the facilities and Football Development activity. The steering group will meet at least three times per year and at other times as necessary.

5.2 The Ilfracombe Academy

- a) **The Ilfracombe Academy** will provide management of the 3GFTP and grass pitch in a manner which promotes accessibility, fairness and responsiveness to our community and will ensure that people are not discriminated against on the basis of age, disability, gender, sexual orientation, race, religion or belief.
- b) Management of the facilities will need to be cost effective for the Academy and the Academy's Funding Agreement with the EFA, DCF and FF needs to be respected as to the appropriate use of public money devolved to the Academy for the purpose of educating the children in its charge and developing participation opportunities for the community
- c) **The Ilfracombe Academy** will be responsible for securing all necessary resources for the management, operation and maintenance of the football pitches and 3GFTP and associated ancillary facilities through financial planning and the levying of fair charges for use of the facilities
- d) **The Ilfracombe Academy** will agree a programme of use which makes every effort to reserve and guarantee usage of the football facilities for The Clubs who have been identified as the primary users during the football season. On occasions where other users have reserved the facilities in advance of The Clubs, steps will be taken by The Clubs affected to make alternative arrangements with their respective leagues
- e) **The Ilfracombe Academy** will set charges for use of the football facilities at an affordable level within the market place for all categories of use, providing appropriate concessionary rates to ensure accessibility to all user groups taking into account (c) above
- f) **The Ilfracombe Academy** will work with all other partner agencies to ensure that an optimum volume of usage is maintained on the 3 GFTP whilst grass football pitches are monitored to ensure the risk of overuse is minimised at all times.
- g) **The Ilfracombe Academy** will work towards ensuring that the maintenance of the football pitches complies with The Football Association's Performance Quality Standard, this will involve training staff appropriately in pitch maintenance. The 3GFTP will be tested every three years to see if it meets performance standards
- h) **The Ilfracombe Academy** will, where necessary, request additional support from The Clubs in realising improvements to football facilities should this be deemed necessary or desirable.

5.3 The Clubs

a) The Clubs will organise football activity as is set out in the Football Development Plan written for the facility. This will be reviewed annually by the steering group

b) The Clubs will take responsibility for the behaviour of all registered players, officials and supporters during designated club bookings. Clubs will report misbehaviour to the appropriate authority.

c) The Clubs & THE DCFA will monitor and collect details about participation rates which will be needed annually for the Monitoring and Evaluation carried out by the Football Foundation

- d) The Clubs will help to ensure that the grass pitches are not overused and are rested when severely wet to ensure that grass pitches are fit for school use
- e). The Clubs are responsible for the good management of the site whilst it is their care. This includes ensuring that all users are wearing appropriately studded clean boots. Trainers and blades are not acceptable as they cause damage to the carpet. The right to use the pitch may be withdrawn in the event of repeated disregard for this.
- f) The Clubs will work with the The Ilfracombe Academy on initiatives that improve the pitches/facilities.
- g) The Clubs will ensure that other users of the site are treated with respect.
- h)The Clubs will ensure that they are compliant with Health and Safety and Safeguarding requirements when they are using the facilities and will ensure that all adults working with children on the site have undergone appropriate screening and training as indicated in the FA Charter Standard Award
- i) The Clubs and other users undertake to pay for damage caused either wilfully or negligently or accidentally by club members during their time of letting.
- jj)The Clubs and other users undertake to have the necessary public liability insurance

6. Facility Management

The management of the Football Facilities will be carried out by The Ilfracombe Academy and the cost of this will be reflected in charges levied

6.1 Hours of Use

- a) A block booking system for use will be agreed incorporating reserved and guaranteed usage at core times for the various user groups. It is the responsibility of individual clubs to make timely bookings according to their fixture lists.
- b) The Ilfracombe Academy will ensure that the sport of football is given priority use of the pitches and changing rooms for weekend/midweek mini soccer matches and training during the football season.
- c) During the football season when the facilities are not required for football and out of the football season the facilities will be used for other community sports/events booked in advance.

6.2 Casual Bookings

- a) The Ilfracombe Academy will provide an efficient and equitable booking system, prioritising the needs and demands of existing facility users and reflecting local needs outside of the core hours.

6.3 Maintenance

- a) The Ilfracombe Academy will provide all necessary works required for the football pitches (grass and 3GFTP) maintenance, so that the site is kept in a clean, safe condition and fit for use. Charges levied will reflect this commitment. This does not include deliberate or negligent damage whilst the facility is being used by other users which will be the responsibility of the relevant user
- b) The Ilfracombe Academy will procure specialist contractors for operations which are beyond the capability of trained staff employed for site maintenance
- c) All partners and users need to be aware that the Academy, as part of the Football Foundations Terms and Conditions will have to replace the 3GFTP carpet after approximately 15 years of use and that this will be reflected in the charges levied for the use of the facility.

6.4 Equipment & Storage

- a) The Ilfracombe Academy will provide safe and appropriate equipment for use and enjoyment and storage for such equipment where appropriate.

6.5 Accommodation

- a) The Ilfracombe Academy will ensure that the sport of football is given priority use of the changing facilities during the football season out of school hours and school club use. However, The Academy reserves the right to change this priority for occasional exceptional events which bring sport to the entire community and will discuss the matter with the relevant user in advance.**
- b) The Ilfracombe Academy will maintain changing rooms in a condition which is clean, presentable and fit for use. Cleaning charges are built into usage rates and will not be levied separately**
- c) The Ilfracombe Academy will make changing accommodation available for use within the terms of the booking system**

6.6 Additional Use of The Ilfracombe Academy AGP

- a) Sports Clubs, Community groups or DCFA with reasonable notice may request an additional usage for one off/ad-hoc events which would provide substantial income or promote national recognition of sport or community activity and will only do so in consultation with all other partner agencies and will ensure there is no detriment to use of the facilities for football.**

7. Changes to this Agreement

This agreement will be subject to review every twelve months, with the first review due to take place in January 2014. Changes will be implemented at that time after full consultation with the partner agencies.

Signed:

The Ilfracombe Academy

DCFA

Ilfracombe Town FC

Ilfracombe Youth FC

North Devon District Council

Exeter City FA

POLICY HISTORY

Policy / Version Date	Summary of change	Contact	Implementation Date	Review Date
2011	Removal of equipment hire and payment details. Amalgamation with lettings charges	J McCarthy	November 2011	Spring 2012
2013	Changes due to Academy Conversion – update of charges reflecting on neighbouring schools. Bringing all forms in as appendices	J McCarthy	October 2013	Spring 2014
2014	Adding safeguarding information and all forms etc. as appendices	J McCarthy	February 2014	January 2015
2015	Addition of AWP booking details, costings and Service Level Agreement . Updating of school to academy	J McCarthy	January 2015	January 2016
2016	Note informing hirers that Sports Hall, Gym and Drama facilities are not available for hire until further notice due to the building project.	J McCarthy	January 2016	January 2017
October 2016	Changes to cancellation charges and notice to be given by hirers. Change of cost to include per pitch charge.	J McCarthy	October 2016	January 2017
January 2017	Additional note stating that prices will increase on the opening of the new facilities	J McCarthy	January 2017	January 2018
May 2017	Removal of bank account details	J McCarthy	May 2017	January 2018
July 2017	Change to charges and Terms and Conditions of payment. Addition of footwear criteria.	J McCarthy	July 2017	January 2018
April 2018	Addition of increase charge for commercial users	J McCarthy	April 2018	January 2019
May 2018	Addition of GDPR consent	J McCarthy	May 2018	January 2019