



Lettings Policy

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Approved By	FARR Committee	Status	Statutory
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Details of Policy Updates

Date	Details
May 2023	Responsibilities – addition of ‘For the purpose of this policy the ‘designated representative’ is the Director of Finance and Operations’

Introduction

The aim of the Trust Board is to support the school in providing the best possible outcomes 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.

Definition of Letting

A letting may be defined as:

‘Any use of the school buildings and grounds by parties other than the school and its partners. This may be a community group, such as local football team run by unpaid volunteers or commercial organisation(s) such as a sports and fitness or weight loss business, where the public pay to attend. Lettings will include ‘one off hires’, short, medium and long term use of facilities for commercial, social, and community activities.’

Type of Lettings

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

- Trust Board / Committee meetings
- Extra- curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the PTA
- PTA organised events
- Religious events

The Trust Board has agreed to define lettings under the following categories:

- School lettings for activities of pupils and their parents/carers that provide educational benefit to pupils, which the school 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.

Responsibilities

The CEO or designated representative is responsible for:

- Deciding the category applicable for each individual application for a letting;
- Ensuring that a Hire Agreement (Appendix A), Safeguarding Agreement (Appendix B), and Lettings Indemnity Form (Appendix C) is agreed with the hirer concerned.

In accordance with Department for Education (DfE) and Local Authority guidance and the Trust Master Funding Agreement, the following applies:

- Schools may retain income from the letting of school premises.
- Lettings for community and voluntary groups must be at cost to the School. These costs will include items such as caretaking/security, utilities (heating lighting and water), cleaning (including rubbish disposal), grounds maintenance (for outdoor sports uses) and reasonable wear and tear.
- Other lettings can be charged at a commercial rate that includes costs listed above plus a surplus.
- The School budget cannot be used to subsidise **any** letting but schools may cross-subsidise lettings for community and voluntary use with income from other lettings, provided there is no net cost to a school's delegated budget.

For the purpose of this policy the 'designated representative' is the Director of Finance and Operations.

Application and Approval Procedures

All correspondence and Applications for Hire (see Appendix D) must be made directly with the school. All applications are subject to approval by the CEO, Trust Board or designated representative.

A Hire Agreement to use the premises of the school must be signed by the hirer and received by the school at least two weeks in advance of the intended letting date.

CONDITIONS OF USE

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the Hire Agreement. The hirer must be able to supervise each activity and be responsible for the maintenance of good order and behaviour for the duration of the letting. The hirer is responsible for ensuring they comply with all terms of the Hire Agreement.

Fees and Charges

A deposit of 50% of the hire price is required for all bookings. Charges will be discussed upon enquiry.

The hire fee shall be paid in full upon signing the Hire Agreement, together with any additional returnable deposit, e.g. to cover possible damage, required by the Trust Board, CEO or designated representative.

Cancellation of the Hiring by the Trust Board, CEO or Designated Representative

The Trust Board, CEO or designated representative reserve the right to cancel any booking at any time. Any deposit or fee paid shall be returned except in the case of misuse or misconduct.

The Trust Board, CEO or designated representative shall not be liable by virtue of any cancellation for the payment of compensation whatsoever.

Cancellation or Postponement of the Hiring by the Hirer

Hirers will be allowed to cancel or postpone bookings, up to 5 days before the hire. Refunds and any fees payable are at the discretion of the Trust Board, CEO or designated representative

Duration of the Letting

The Trust Board, CEO or designated representative shall determine, in advance, the duration of a letting, i.e. frequency and hours of occupation.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Trust Board, CEO or designated representative.

The Local Authority, Trust Board, CEO or designated representative and their officials reserve the right to enter the hired area at all times on producing evidence of identity.

Variation of Conditions

There shall be no variation to the condition of hire without the express consent of the Trust Board, CEO or designated representative. The Trust Board, CEO or designated representative reserves the right to impose special conditions or restrictions to any lettings if it is deemed necessary including for health and safety considerations.

Indemnity and Insurance

Lettings are made on the agreement that the Trust Board are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Trust Board (refer to Lettings Indemnity Form – Appendix C).

The hirer shall insure, with a reputable insurance office approved by the Trust Board, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Trust Board, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and

to include liability for the premises, for occurrences such as fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums within seven days of a request to hire the premises.

Neither the school nor the Trust shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The premises shall not be used for any unlawful purpose and, in every letting, there shall be deemed to be implied on the part of the hirer an undertaking with the Trustees to strictly observe and perform all statutory provisions and regulations applicable to any letting.

Care of School Premises

The hirer is responsible for everyone who is on the school's premises for the activities they are organising and, for everyone who enters the school's premises which are under the hirer's control at the stated times.

No notices, posters or placards shall be affixed to, lean upon or be suspended from any part of the school premises.

No bolts, nails, tacks, screws pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. A no smoking policy (including e cigarettes) applies at all times to the whole of the premises and grounds.

All electrical equipment must be connected to a power source by a Residual Current Device (RCD) and (where applicable), appropriate outdoor equipment must be used.

Any staging, platform or furniture used during the letting must be safe and free from defects and be properly affixed so it is unable to slip, move or collapse during activities.

Rubbish must be cleared away and placed in a suitable waste container.

Floors and coverings should not be covered with chalk, resin or any other materials that may constitute risk. No activity should be undertaken that may cause damage to floors and coverings.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed, and is subject to any fees deemed appropriate by the Trust Board, CEO or designated representative. School furniture shall not be moved except by arrangement. The hirer must do everything possible to avoid loss, damage or breakage to school property whilst the school premises are under their control. Any loss, damage or breakage must be reported, as soon as is practicable, to the Trust Board, CEO or designated representative. The Trust Board, CEO or designated representative will be entitled to charge the hirer for any such loss, damage or breakage or breakage on terms to be approved by the school.

Use of any “extra” provision, such as: sound equipment, lighting, bouncy castles, musical, fair ground, play equipment and generators to power equipment, should be approved by the Trust Board, CEO or designated representative prior to the let being confirmed.

Risk assessments must be provided for the use of such equipment and any construction e.g. temporary staging, lighting gantries, bouncy castles, speakers, fairground and play equipment etc. must be certified by an appropriately qualified person.

Fire and Safety Precautions

The School will provide the hirer with a copy of the Asbestos Management Survey and Asbestos Management Plan, along with a floor plan indicating the incoming main for electricity, water and gas supplies. In the event of an emergency, the hirer will be expected to provide this information to the Fire Brigade attending.

The School will instruct the hirer regarding the primary and secondary escape routes from the area of the premises being used, along with the position of fire alarm call points and external muster points. The hirer must ensure that all persons attending the event have safely evacuated the building in the event of an emergency and that all attendees are accounted for.

The hirer shall be responsible for calling the Emergency Services in the event of a fire, accident or unauthorised incursion onto the site. In the event of an emergency, the hirer must also inform the School Representative at the earliest possible opportunity on the mobile telephone number provided.

No article of inflammable or explosive material or any article producing an offensive smell or any oil or gas shall be brought on to the premises, with the exception of fuel for generators or gas for barbecues. The use of such equipment must have been agreed in advance with the School and the fuel/gas must be stored in the correct containers and used safely, in accordance with any relevant legislation/regulation.

As appropriate, depending on the nature and size of the proposed event, the hirer may need to consider the provision of first aid facilities and stewarding/security.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment, shall be responsible for completing, to the satisfaction of the Trust Board, CEO or designated representative, all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licencing Authority requires additional facilities for the purpose of a letting (such as exit signs or emergency lighting) which are not already installed, it shall be the responsibility of the hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets, programmes or any other method by which making the payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licenced for the purpose under the bye-laws of the Local Authority in whose

area the premises are situated and all necessary regulations against fire are complied with.

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41, when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

The hirer shall be responsible during the function or entertainment for which the premises are hired by ensuring:

- all necessary Temporary Events Notices and Public Entertainment Licences and other licences are obtained and copies are given to the school.
- all safety requirements and recommendations of any licensing authority are complied with;
- any limitations on the number of persons admitted imposed by any licensing authority or the Trust Board, CEO or designated representative are complied with; suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and/or damage to the premises.

Hirers are advised to read the information and guidance regarding the various types of Licence. Hirers must allow sufficient time to apply for the Licence (a minimum of 10 working days) and pay the required Licence Fee to BCC. As part of the application process, Avon and Somerset Police and the BCC Noise Pollution Team are consulted. Applications can be refused if the Police or Noise Pollution Team has concerns about the proposed event.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so, any permission previously granted by the Trust Board, CEO or designated representative to use the school premises shall be immediately cancelled and the Trust Board, CEO or designated representative shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Trust Board from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at least one week before the letting.

Responsibility for Property and Equipment Brought to the School Site

The Trust Board, CEO or designated representative shall not be responsible for goods, materials or other property brought on to the school site or premises by the hirer or their associated party.

The parking of vehicles on the school's property shall be permitted in approved areas only, and are done so at the owner's risk and they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles and their presence on the school premises.

Safeguarding Children and Child Protection

The Trust Board and CEO are responsible for ensuring that the school has effective policies and procedures for safeguarding children in accordance with Statutory guidance (Keeping Children Safe in Education latest edition).

When the school premises are let to individuals and organisations and the activities involve children and/or vulnerable adults, the Trust Board, CEO or designated representative will seek assurance that the hirer has appropriate policies and procedures in place with regard to safeguarding and child protection.

Where applicable, the School will only agree to lettings or commissioned provision when organisations meet the safeguarding requirements detailed in Keeping Children Safe in Education and Working Together to Safeguard Children latest editions and the Care Act 2014.

Should the hirer fail to maintain the safeguarding agreements, the let will be terminated.

The hirer shall ensure those persons involved in either regulated or non-regulated activity with children and/or activities with vulnerable adults, have been subject to Enhanced Disclosure and Barring Service (DBS) checks. The Trust Board, CEO or designated representative reserve the right to require the hirer to produce evidence that DBS checks have been carried out on all persons as appropriate. The Trust Board, CEO or designated representative also reserve the right to impose any additional safeguarding requirements they consider appropriate in connection with the hiring.

Where there are long term letting arrangements in place, safeguarding considerations associated this agreement are reviewed annually.

The hirer shall complete the Safeguarding Agreement (Appendix B).

APPENDIX A

Hire Agreement

An agreement has been made on (date) _____ between North Star Academy Trust and _____

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:

- Payment being made in full at least one week prior to the letting (s) taking place
- The person in charge of your activity being fully briefed about and shown emergency procedures and evacuation routes.
- A receipt and authorisation to use the premises will be issued when payment is received.
- The Hirer has provided copies of any necessary Events/Entertainment Licences.

THE SCHEDULE

Area hired/additional facilities and equipment	Dates and Times of Hire

NOTE:

- The giving of false information on this and/or the Application of Hire form (Appendix D) may lead to the cancellation of the booking without notice.
- Please ensure the Conditions of Use and the terms specified are fully understood as failure to comply will invalidate the Hire Agreement.

Signed by _____ Date _____

On behalf of the Trust Board

Signed by the hirer _____ Date _____

APPENDIX B

Safeguarding Agreement

(For use with regard to specific lettings involving children and vulnerable adults)

Agreement made on: (date)	
Between:	
to have use of the school premises	
Detail of activity to be provided by the external provider:	Dates & Times agreed:
Equipment and facilities to be provided by the school:	Equipment and facilities to be provided by the external provider:
Age range of those attending:	Maximum number in attendance:
Safeguarding Section to be completed by the external provider	
I have read and understood the school's safeguarding policy and procedures: (signature)	I have provided the school with a copy of our (external providers) safeguarding policy and procedures: (signature)
I can confirm that the relevant safeguarding checks have been completed and that the employers who we (the external providers) have employed to work with children at the school are suitable. (signature)	
The following lists the names and DBS disclosure numbers of the staff employed by us (the external providers) to work with children on the school site.	
I have read and understood the risk assessment completed for this activity by the school. (signature)	I have provided a copy of our own (external providers) risk assessment for this activity. (signature)

APPENDIX C

Lettings Indemnity Form

INSURANCE COVER – To comply with the Conditions of Use.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I have a valid Public Liability Insurance Policy to the value of £5,000,000 (five million pounds), the details of which are:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company:

Indemnity Limit:

Signature: _____ Date: _____

APPENDIX D

Application for Hire

Name of hirer:	
Address of hirer:	
Telephone number:	
Email:	
Area to be hired	
1	
2	
3	
4	
Start date:	Start time:
End date:	End time:
Day(s) of week:	Number of lettings
Nature of activity:	
Equipment/additional facilities requested:	
Equipment to be brought in by hirer:	
Age range of those attending:	Numbers attending:

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the Lettings policy.

Signature of Applicant

Full name (in block letters) Date.....