



Lettings Policy

Hire Terms & Conditions

June 2024

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1. INTRODUCTION

- The Trustees recognise the value of and will make every reasonable effort to make the school available for community use, provided that any hiring is not detrimental to the school or its pupils.
- The purpose of this policy is to ensure that any group or person hiring the school does so in a manner that is safe and acceptable.
- All hiring will be at the discretion of the Board or its representatives who may refuse a hiring if they consider it is in the interest of the school to do so.
- The Trustees will make every reasonable effort to ensure the school buildings and grounds are available for community use and the hiring process is consistent, fair and equitable.

2. DELIVERY

The Trustees delegate responsibility to the Headteacher to:

- Manage the lettings within their school.
- Set the scale of charges in line with comparative local facilities to offer best value while maintaining financial viability and ensuring the school budget does not subsidise non-school activities. See Appendix 2
- Decide whether the attendance of a premises officer is required at a hiring, taking account of issues of health and safety, security and the nature of the activity/hire.
- Not allow the hiring of the premises to any organisation/group that goes against the ethos and standards of the school.
- Ensure hirers are aware of their responsibilities for example: child protection, health and safety, emergency procedures etc. See Appendix 1.
- Provide the hirer with all relevant information in respect of the hire for example charges, emergency procedures etc.

- Cancel any hiring if in their opinion the organisation by, or on behalf of, which the premises are hired has discriminatory aims or policies regardless of the stated reason for hiring the premises. In such event neither the Trustees nor Head of School shall incur any liability to the Hirer whatsoever other than to return any hiring fee paid by the Hirer in respect of such a cancelled hiring.
- Reserve the right to request a deposit of the hiring fee on the making of the booking.
- Cancel any hiring if the premises or any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid for the cancelled hiring.

3. INDEMNITY & CONDITIONS OF HIRE

The Hirer shall:

- Ensure that where a hiring involves activities aimed predominantly at children and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Disclosure & Barring Service check. The Academy Trust/ Trustees/ Headteacher reserve the right to require the Hirer to produce evidence the enhanced DBS checks have been carried out on all persons and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Trustees/ Headteacher are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.
- Pay the hiring fee or any balance due before hire takes place. If payment is not made by the due date or if any of these conditions of hire is not complied with then the school reserves the right to add a late fee and or cancel the hiring.
- Be expected to tour the premises prior to agreement to hire the facilities. During this visit you will be familiarised with the following:
 - Fire alarm points. (Use these to sound the alarm if necessary, these activate a continuous alarm, also call 999 emergency services)
 - Fire evacuation procedures, routes, refuge point and assembly point.
 - Location of the Premises Officer contact telephone number.
 - Location of the First Aid Kit
 - Toilet access
 - Drinking water access
 - Entrance and Exit access and security systems.

- In accordance with the school Fire Evacuation Plan, you will be required to:
 - Keep a register of people in the building and people who leave early.
 - Familiarise all participants with your contact telephone number, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
 - Ensure you have made specific arrangements to evacuate people with mobility issues.
 - You are advised to carry out a practice evacuation of the premises to highlight any causes for concern.

- During the period of hiring, be responsible for all damages, losses, claims and costs arising out of their use of the premises. Indemnify the Trustees from and against any expense, liability, loss, claim, or proceeding, including claims for personal injury or the death of any person whatsoever arising out of the course of or caused as a result of the hiring, except if due to the negligence of the Trust or their respective servants or agents.

- If cancelling the hiring of the premises for any of the dates specified in the booking, be aware the school will be entitled to retain the whole of the hiring fee paid in respect of the cancellation. However, if notice of cancellation is received at least 14 days before the hiring was to take place the school may at their absolute discretion repay to the Hirer an amount up to the hiring fee.

- Arrange appropriate insurance cover and an appropriate risk assessment of the activity for the purpose of their hiring in respect of both their public and other liabilities and for any damage they or any persons for whom they are responsible, may cause to the premises or school equipment. The Hirer will, if required to do so by the Governors, produce evidence that such insurance and risk assessment is in place in respect of the hiring.

- Shall ensure that the number of persons attending their hiring is reasonable, having regard to the intended use and the type of persons likely to attend and in any event is within any maximum limits determined by the fire risk or health & safety assessment for the premises.

- Not use the premises for any auction or sale, trade, business or manufacture without the written agreement of the Head of School/Trustees, or for any illegal or immoral act or purpose and the Head of School/Trustees reserve the right to cancel with immediate effect any hiring where such use is taking, or intended, to take place without refund of the hiring fee paid.

- Not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the school, other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

- Acknowledge that they do not have exclusive rights to occupy the school premises and

that there may be other hirings taking place.

- Be supplied with Health and Safety information for the premises to be hired and that as responsible persons they must carry out their own fire risk assessment for the facilities hired and provide the school with relevant documentation.
- Not apply any preparation to the floors of the premises. Any spillages or any damage to the premises or injury to any person occurring during the hiring must be reported to the Premises Officer/school as soon as possible.
- Report any accident or injury, they must be recorded, and the Hirer shall cooperate fully and assist the Headteacher / Trustees in that connection
- Not interfere with school equipment during the hiring and any furniture moved must be replaced and the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted.
- Not adjust or interfere with any central heating system.
- Ensure that any electrical appliance brought onto the premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements.
- Ensure their staff has been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate.
- Not sublet any hiring without the written agreement of the Headteacher/Trust.
- Ensure that no animals except guide dogs are brought onto the premises other than with the agreements of the Head of School.
- Vacate the facility promptly at the end of their hiring time in respect of the next user / site staff locking up the site.

The hirer is reminded that the school cannot accept responsibility for damage to vehicles on site. All vehicles are parked at the owner's own risk and no responsibility is taken for their contents.

No responsibility is taken for hirers or their group whilst driving on the premises.

Drivers must observe the direction signs and not exceed the stated speed limit.

Care must be taken not to block access for emergency vehicles or prevent another vehicle from moving.

Only park in designated disabled bays if you are registered to do so.

Do not park on grass areas unless designated.

Please use parking spaces sensibly and do not block the movement of other cars.

The school car park will be locked at the end of the evening. All evening users must vacate the car park promptly after their booking to avoid being locked in the car park. Site teams will not return to unlock cars after car park gates have been locked.

4. CHILD PROTECTION / SAFEGUARDING

All hirers must be aware of the Trusts and their own obligations to safeguard all young people. This policy specifically refers to the following guidance which is updated regularly.

[Keeping children safe in education 2023 - GOV.UK](#)

[Early years foundation stage \(EYFS\) statutory framework - GOV.UK](#)

[Working together to safeguard children - GOV.UK](#)

By agreeing to the Terms & Conditions of facility hire and community use you are indicating that you are compliant with the necessary regulations that state you should not knowingly be employing individuals that are disqualified under the Childcare Act 2006 (DfE Statutory guidance for local authorities, maintained schools, independent schools, academies and free schools- August 2018).

The arrangements set out in the guidance are additional to the arrangements in place to safeguard and promote the welfare of all children set out in Keeping Children Safe in Education, the Early Years Foundation Stage 2020 and in Working Together to Safeguard Children 2018 Children/students under the age of 18 years MUST be always supervised/chaperoned.

Children and adults must remain within the areas booked as part of the letting and not roam around buildings or the outside areas. No film or video shall be shown or taken within the facilities without the school's prior consent. If working with under 18s or vulnerable adults, you will need to confirm that all volunteers/staff have undergone appropriate DBS checks and upload a copy of your safeguarding policy. You will also need to upload evidence that all staff/coaches are appropriately qualified and that arrangements are in place to keep children safe.

When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case and hirers must satisfy themselves and the Headteacher/trust that appropriate safeguarding measures are in place.

5. PUBLIC ENTERTAINMENT / LICENSING

Public (regulated) entertainment shall not take place on the premises nor shall intoxicants be brought onto the premises whether for sale or otherwise without the approval of the Head which may be given subject to the following conditions:

- The consumption of alcohol without sale may be permitted subject to the school being satisfied that excessive quantities of alcohol will not be made available.
- The use of the premises for the sale of alcohol and for some types of public entertainment is subject to the requirements of Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises, then it must be under the authority of a licence granted by the District or Borough Council. Such a licence may already be in force for the premises and for the purpose of the hiring but otherwise a Temporary Event Notice must be given as provided by the Act.
- Where the sale of alcohol is intended then the control of the sale and supply of the alcohol must take place under the authority of a licence granted by the District or Borough Council a Temporary Event Notice must be given as provided by the Act.
- The Hirer shall be responsible for establishing to the satisfaction of the Headteacher/Trustees, whether the proposed hiring will be required to be licensed and for obtaining, at their own expense, the necessary authority for the hiring to proceed. If the hiring is required to be licensed the Hirer must produce evidence that the Temporary Event Notices have been given and the necessary authority obtained, failing which the hiring will not take place.
- Please discuss your requirements with the Headteacher/Trust first before proceeding with any arrangements.

6. CATERING FACILITIES

Caterers/individuals who use the kitchen should hold a current Food Hygiene certificate which must be produced to either Headteacher/Trust. It is the responsibility of the hirer to ensure this is the case.

- **NO GAS CYLINDERS INSIDE THE BUILDING**

No school equipment other than ovens/hobs to be used this includes.

- Crockery
- Cutlery
- Ovenware
- Serving spoons
- Chopping boards
- Knives
- Handheld electric appliances (mixers, blenders etc)
- Pots/Pans
- Utensils
- Cloths & Tea towels
- Cleaning/Washing liquids/sprays

Kitchens / food preparation areas must be left clean and tidy and ready for immediate use by the

school.

Sweeping brushes/dustpans/mops/buckets/bin bags are provided on request. If extra cleaning hours are required by the school after the hiring has finished the hirer will forfeit part or all of any deposit and additional costs will be invoiced.

SMOKING (INCLUDING THE USE OF E-CIGARETTES/VAPES) IS NOT PERMITTED WITHIN ANY BUILDING OR ON ANY SITE, THIS INCLUDES ALL BUILDINGS AND OUTSIDE AREAS WITHIN THE PERIMETER FENCING.

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Change Log

Version	Date	Page	Change	Approver:
V1.0	June 2024	New policy	Old policy did not reflect practice in schools.	ELSP

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