



# Lettings Policy

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**Status:** Policy

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**Applies to:** All schools within Attenborough Learning Trust

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**Approved by:** Trust Board

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**Policy owner:** COFO

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**Version:** 1.0

This policy should be read in conjunction with relevant statutory guidance and Trust policy and procedure.

# Lettings Policy

## Introduction

The board of trustees regards the trust buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

The board of trustees will endeavour to maximise the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils.

Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

## Principles

The Trust regards its buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the trust is to support the academies in providing the best possible education for their pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The Trust will not permit its buildings and grounds to be let:

- For political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.
- To an organisation or individual which has been banned by law.

## Purpose

- To provide clear guidance on lettings and the hire of the trust's premises and equipment.
- To enable community and lifelong learning access to the trust's sites and premises.
- To promote the use of the trust's facilities by the wider community.
- To safeguard the interests of the Attenborough Learning Trust.

## Definition of a letting

A letting may be defined as "Any use of the Trust buildings and ground by parties other than the trust and its partners. This may be a community group, or a commercial organisation". The following activities fall within the corporate life of the Trust. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Trust's delegated budget:

- Governing board meetings.
- Trust board meetings.
- Family learning groups.
- Parents' meetings.

## Charges for a Letting

The charges for lettings are shown in the table below and cover the following:

- Cost of services (heating and lighting).
- Cost of staffing (additional security, caretaking and cleaning, reception) - including “on-costs”.
- Cost of administration.
- Cost of “wear and tear” (if appropriate).
- Cost of use of academy equipment (if applicable).
- Profit element (if appropriate).

## Lettings charges

Monday – Friday	Cost per Hour
Training Room	£25 (or £150 per day)
Classroom	£25 (or £150 per day)
Car Park	£10 (per space)
Ark Theatre	
Outside school hours	£199 (for 4 hours) then £35 per hour
During school hours	£25 per hour

## Management and Administration of Lettings

The headteacher is responsible overall for the management of lettings, in accordance with the trust’s policy. The headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the headteacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chief Operations & Finance Officer, who is empowered to determine the issue on behalf of the trust board.

The trust reserves the right to cancel any bookings where it considers:

1. That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
2. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Trust or harm the reputation of the Trust.

## Insurance

The trust holds a Public Liability Insurance provided by the RPA, this already insures the trust against claims for injury or damage to members of the public that may arise due to negligence.

It is essential that all organisations wishing to use trust's premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document should be seen and a copy taken by the Trust and kept on file. If the car parks are to be hired for the sole purpose of parking a car, then no public liability insurance is required. However, if the car park is to be hired for the purposes of a market or fete, then public liability insurance would be deemed to be necessary.

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by the Hirer and shared with the academy and kept on file in academy, this should be received by the academy prior to hire, at the time of the booking.

### **Licences and Permissions**

The hirer shall be responsible for obtaining and maintaining any licences, consents, permits or other permissions required for the activity being undertaken on the Trust's premises. Copies of all relevant licences and permissions must be provided to the Trust prior to the commencement of the hire and upon request. Failure to provide the required documentation may result in the booking being cancelled or terminated without refund.

### **Alcohol**

The consumption, sale, supply, distribution or storage of alcohol is strictly prohibited on Trust premises at all times. Hirers must ensure that no alcohol is brought onto or consumed within the premises or grounds by any participant, spectator or visitor. Any breach of this condition will result in the immediate termination of the hire agreement and may lead to future bookings being refused.

### **Safeguarding**

Hirers providing services to children, whether pupils at the trust or others, must have policies and procedures in place to ensure children's safety in terms of risk assessments and GDPR. The hirer must adhere to the Attenborough Learning Trust's safeguarding policies and procedures and hold a valid DBS. This DBS must be presented annually and a disqualification by association form must be completed.

Where premises are hired for activities involving children or vulnerable adults, the hirer must provide a copy of its safeguarding/child protection policy and confirm that all staff and volunteers engaged in regulated activity have undergone the appropriate DBS checks. The hirer must nominate a responsible individual to oversee the activity and ensure compliance with safeguarding requirements. Any organisation hiring premises for activities involving children or young people must have an up-to-date safeguarding and child protection policy and make this available to the Trust on request.

### **Terms & conditions of hire**

1. An Application for Hire form should be completed and returned to the Trust at least two weeks prior to the proposed date of hiring – Appendix 1.

2. Confirmation or otherwise of the booking will be given in writing within one week of receipt of the Application for Hire form – Appendix 2.
3. All hirers must carry sufficient third-party liability insurance to satisfy the RPA requirements
4. Payment is required within 7 days of invoice.
5. Any damage to the Trust premises or the property therein will be the responsibility of the hirer who will be required to make good any damage, or pay the costs of making good.
6. Three clear days' notice is required if a booking is to be cancelled. If due notice is not given, the hirer will be required to pay the full hire charge. If a letting is cancelled by the Trust a full refund will be given.
7. The hirer must ensure that a responsible person is present on the premises at all times during the period of the letting.
8. Any additional cleaning or tidying up time required as a result of the let will be the subject of an additional charge.
9. The Trust accepts no responsibility for the loss of or damage to personal property brought into or left on the premises during the letting, including any vehicles parked on the Trust site.
10. The hirer must agree that no equipment will be used without the approval of the Trust and that any installation of the hirer's equipment will be carried out by competent personnel.
11. The hirer accepts that they should familiarise themselves with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of a fire should also be studied and the information disseminated.
12. All lettings must terminate by midnight unless overnight hire has been agreed in advance.
13. The Trust operates a no smoking policy. No hirers or attendees of functions may smoke anywhere on the Trust site.
14. The hirer will not do or permit anything to be done which may constitute a nuisance or annoyance to other users of the Trust or to residents of properties adjoining the premises.

## Appendix 1 – School Letting - Initial Request Form

Name of Applicant:	
Address:	
Telephone Number:	
Name of Organisation:	
Activity of Organisation:	

Details of School Premises Requested (Hall, Playground, Football Pitch etc):	
Equipment required (e.g. Chairs on premises, tables, piano, etc.)	
Will there be an admission charge?	
Will Alcohol be served at the function?	

Day of Week Requested:					
<i>First choice:</i>		<i>Second choice:</i>		<i>Third choice:</i>	
Start Time:		Finish Time:			
<i>(please allow time for your preparation and clearing up)</i>					
Dates Required:					

Use of School Equipment (please specify your request):	
Details of any equipment to be brought (including electrical equipment):	
Maximum Number of Participants:	
Age Range of Participants:	
Number of Supervising Adults:	
Relevant Qualifications of Supervising Adults:	

Where applicable have List 99 and/or DBS checks been carried out? When? By Whom? Please provide evidence in the form of original documentation (not photocopies)

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

Dates during the year when the hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the school premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Please state any other relevant information:

***I have read and accept the terms and conditions for lettings of <school name> part of the Attenborough Learning Trust.***

***I confirm that I am over 18 years of age, that the information provided on this form is correct and I have read and accept the terms and conditions for lettings of <school name>.***

**Full Name:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Appendix 2 – <school name> Letting Agreement**

1. The Governing Body of <school name and address>

2. The Hirer: .....

Address: .....

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.....

Telephone:.....

3. Areas of the School to be Used: .....

4. Specific Nature of Use: .....

5. Maximum Attendance: .....

6. Details of any School Equipment to be Used: .....

7. Date(s) of Hire: .....

8. Period(s) of Hire: .....

9. Fee (specify per hour or per session): £ .....

10. The Governing Body agree to the Letting of the School Premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified. A fee of £XX must be received prior to commencement of the hire. A refundable deposit of £20.00 must be given in advance to secure a car park fob for the duration of the hire

11. The Hirer accepts all the conditions of Letting as set out in the attached Terms and Conditions document.

12. The Hirer's attention is specifically drawn to the indemnities contained in the Terms and Conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

**Signature:** .....The Hirer

**Print Name:** .....

**Date:** .....

**Signature:** ..... On behalf of the Governing Body

**Print Name:** .....

## **It is the responsibility of the hirer:**

1. To co-operate with the school and its representatives to comply with all health and safety requirements and prohibitions imposed upon them by the school, the Trust and all relevant health and safety laws.
2. To carry out a Risk Assessment and inform the school of all significant risks that may be introduced as part of the hire. This must include the activities being carried out, additional equipment brought onto the premises, the number, age and ability of people in attendance. (a copy of any risk assessment must be attached to the completed application form)
3. To provide the school with the names of responsible person(s) and to ensure that person or persons are present at all times throughout the duration of the hiring.
4. To ensure that the only activities that take place on the premises are as stated herein and defined in the undertaking and that the activities forming part of the undertaking remain within the part of the premises for which the hiring takes place.
5. To make themselves familiar with the emergency procedures including fire safety arrangements and to ensure that all other users that fall within the scope of this agreement are made fully aware. Also to ensure an appropriate means of contacting the emergency services in the event of an emergency.
6. To ensure that all instructions as provided by the school or the Trust either written or verbal are followed.
7. Not to interfere with or misuse anything provided in the interests of health, safety or welfare.
8. To ensure the health, safety and welfare of persons involved or attending the school as part of the undertaking as far as is reasonably practicable.
9. Indemnify Attenborough Learning Trust against the consequences of any unauthorised performance of a copyrighted work during the period of the use of the school and to complete the returns required by the Performing Rights Society.
10. Pay the hire fee, in full, at least 7 days before the hiring is to take place. Cheques and Postal orders when used should be made payable to Attenborough Learning Trust and crossed. If the payment is not made by the due date then Attenborough Learning Trust and/or the school reserve the right to cancel the hiring.
11. During the period of hiring, the hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises, and shall indemnify the Trust and the school for any claims arising from accidents, whether fatal or otherwise, to any employee or agent of the Trust and to any member of the public and to any third parties, caused as a result of the hiring, except where due to negligence of Attenborough Learning Trust, its servants or agents.
12. Written evidence of public liability insurance must be provided prior to the date of the first hiring which covers the period of hire and which confirms a limit of indemnity of at least £2M.
13. To adhere in full to the following regulations: -
  - a No preparation may be applied to the floors.
  - b Intoxicants shall not be brought on to the premises.
  - c Smoking is not permitted on the school grounds.
  - d Drugs must not be brought on to the premises.
  - e No interference with school equipment.
  - f Fires and stoves shall be left safe with the minimum of fire burning, and no interference with the central heating apparatus shall be allowed.
  - g The premises shall be vacated at the time stated.
  - h The premises shall be vacated in a clean and tidy and safe condition.
  - i No indoor pyrotechnics.

14. The Trust and/or the school may cancel any hiring if, in their opinion, the organisation for which the premises are hired engage in activities, or have adopted policies, which are in opposition to the Trust's policies or which, in the absolute discretion of the school or the Trust, are of a discriminatory, racial, disreputable or otherwise unacceptable nature, regardless of the stated reason for hiring the premises. In such an event the Trust and school shall incur no liability to the hirer whatsoever, other than the return of any fee paid in respect of such cancelled engagement.
15. If the hirer cancels the hiring of the premises for any of the dates shown on the Letting Request Form, the school will be entitled to retain the whole of the hire fee paid in respect of the cancelled hiring. If notice of the cancellation of a hiring is received by the school at least 14 days before the hiring was to take place then the school may at its absolute discretion repay the hirer an amount not exceeding 90% of the hire fee.

**The Hirer shall be informed of the maximum number of attendees for each venue at the time of Hire application.**

**As the responsible person for the letting etc. you have legal duties for the safety of those persons assisting or attending the event.**

**Before the event or function you should be aware of:**

- Action to be taken in relation to a security incident
- How to report issues
- The operation of the fire protection systems how to raise the alarm
- Specific arrangements, if necessary, for high fire risk areas;
- Limitation on numbers of people;
- Any chains and padlocks which need removing from fire exits, etc.;
- Checking that all escape routes are clear of obstructions and combustibles.
- Fire evacuation plan including:
  - a Identification of key escape routes and exits, how people can gain access to them and escape to a place of safety.
  - b The location of assembly points and procedures for checking whether the premises have been evacuated.
  - c Arrangements for fighting fires.
  - d How to contact the fire and rescue service and procedures for liaising with them upon arrival.
  - e Exit doors which are required to be in the open position are secure.

**Before the event or function you should decide:**

- The duties and identity of those who have specific responsibilities if there is a fire;
- The arrangements for fighting fire;
- The arrangements for means of escape for disabled persons;
- The arrangements for the safe evacuation of people identified as being especially at risk, such as contractors, those with disabilities, children, members of the public and visitors;
- How you will proceed if life safety systems are out of order, e.g. Fire-detection and alarm systems, sprinklers or smoke control systems;
- Who will be responsible for calling the fire and rescue service and any other necessary services;

- Who will meet the fire and rescue service on their arrival and notifying them of any special risks, e.g. The location of highly flammable materials; and
- Your plans to deal with people once they have left the premises, especially children.

**At the start of the event or function you should notify all those present about:**

- The emergency warning signal.
- Who is supervising and how to identify them.
- Location of exits and escape routes.
- The importance of timely evacuation and not stopping to collect personal belongings.
- The location of assembly points.
- What will happen after that (e.g. re-entry to the building/secondary evacuation).
- No Smoking laws.

**During the event or function you should ensure that:**

- Escape routes and exits do not become blocked.
- Noise levels cannot drown out the fire alarm; and if necessary, the number of persons in your premises is limited or controlled.
- No flames are lit (unless previously authorised by the school e.g. candles)
- Where naked flames are present that combustible material is kept clear.
- Rooms do not become overcrowded.
- The no smoking laws are adhered to.

**The above list is for example only and will need to be made venue-specific.**

**If the school or the Trust has failed to supply details of health and safety risks and the preventative measures required thereto, please contact the school prior to the first date of hiring to obtain details.**

**Conditions of hire and indemnity**

It is the responsibility of the school:

- To inform the hirer of any significant health and safety risks to them and the preventative and protective control measures in place and measures taken for the benefit of the safety of all occupants.
- To provide the hirer with appropriate instructions and relevant information regarding actions to be taken in the event of a fire and any preventative measures that need to be maintained by the hirer

