

Lettings Policy

Staff Member with Responsibility:	Rebecca Harris
Reviewed by:	Board of Trustees
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Next Review Due:	Autumn 2019

1. Aims

ElmWey Learning Trust (“ELT” or “The Trust”) recognises that its premises are a valuable resource within the community. The purpose of this policy is to provide guidelines for the use of academy facilities for the maximum benefit of students and the wider community whilst ensuring arrangements that safeguard the wellbeing of all users and at the same time protecting the assets trust.

2. Scope

A letting is defined as ‘any use of the trust’s buildings and grounds by parties other than the trust’. This may include use by either a community group or a commercial organisation regardless of whether a letting fee is charged. It must not interfere with the primary activity of the trust, which is to provide a high standard of education for all its students.

3. Management of Lettings

The Board of Trustees delegates the responsibility for lettings to each Academy Principal or Business Manager who ensures a record of all lettings is kept that will include information such as users, finances, incidents, accidents and enquiries.

4. Safeguarding including Preventing Terrorism and Radicalisation

Trustees are committed to ensuring that all users of the trust’s facilities can do so safely and without risk of exploitation. Organisations wishing to hire the trust’s facilities must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Academy Principal or Business Manager before approval is given.

Before approving a letting the Academy Principal/Business Manager will give consideration to:

- Interference with the trust's principal activities i.e. providing education to its students, exam periods, school productions etc.
- Availability of facilities and staff to open and close the premises
- The trust's Safeguarding and Health and Safety policies including the number of users, type of activity, qualifications of instructors, etc.
- The type of activity and the trust's duty with regard to the prevention of terrorism and radicalisation
- Adequacy of management procedures in place during the hire
- Appropriateness of the letting and whether it is deemed compatible with the ethos of ElmWey Learning Trust.

For all activities that include children Hirers must have safeguarding policies and procedures in place and must ensure that any persons likely to have contact with children throughout the entire period of the letting have been subject to Enhanced Disclosure and Barring Service (DBS) checks. The trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement that they consider appropriate in connection with the hiring. If for any the trust is not satisfied then it reserves 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.

5. Charges

The Board of Trustees is responsible for setting charges for each area available for hire. As a minimum, the Trust will achieve full cost recovery from any hiring of trust facilities. Charges for lettings will be reviewed annually in September. The Board of Trustees reserves its right to exercise flexibility in setting charges for long-term and large-scale users.

6. Procedure

- 6.1. Hirers must apply on the official 'Application to Use Academy Premises' form and must sign to confirm that they have read and agreed the terms and conditions. The signed application form must be received by the Academy Finance Office at least 21 days before the event or before the activity commences.
- 6.2. Once a letting has been approved a 'Booking Confirmation' will be sent to the hirer, confirming the details of the letting along with a copy of the terms and conditions which together with the application forms the lettings agreement. No letting should be regarded as 'booked' until approval has been given in writing on behalf of the Trust. A refundable deposit may be requested for certain lettings.
- 6.3. Payment for all lettings shall be paid termly in advance where appropriate. No refunds will be given if the hirer is unable to fulfil his part of the lettings agreement. Standard rate VAT may be payable.

7. Insurance

All hirers should ensure the premises are left clean and in good order and shall reimburse the cost of repair or replacement resulting from loss or damage. All hirers should produce evidence of their own public liability insurance cover with a minimum level of cover £5m. If applicable hirers should also provide evidence of employer's liability cover.

8. Health and Safety

Hirers must comply with the following health and safety requirements:

- Hirers must only use rooms and equipment as agreed and set out in the lettings agreement.
- Hirers are responsible to ensure any electrical equipment used has Current Portable Appliance Test Certificate and is subject to a visual inspection before use.
- No smoking is permitted on any of the Academy premises at any time.
- All incidents and accidents must be reported to the Trust as soon as possible.
- Hirers must ensure its employees hold the appropriate qualification, experience and competency for sporting and other higher risk activities and ensure that risk assessments are in place and provided upon request.
- The hirer must maintain a register of persons present for use in an emergency evacuation.

9. Termination of Letting Agreement

The Academy Principal, Executive Principal, or the Chairman of the Board, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

ElmWey Learning Trust

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background or to any person, organisation or group that the trust deems poses a risk to children or the reputation of the trust.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

2. DISCLOSURE AND BARRING SERVICE CHECKS

For activities aimed predominantly at children Hirers must provide copies of safeguarding policies and procedures in place and must ensure that any persons likely to have contact with children throughout the entire period of the letting have been subject to Enhanced Disclosure and Barring Service (DBS) checks.

Trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to impose any additional requirement that they consider appropriate in connection with the hiring. If for any the trust is not satisfied then it reserves 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.

The hirer must report any safeguarding concerns that arise to the Academy Principal.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Trust is 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.

All hirers should produce evidence of their own public liability insurance cover with a minimum level of cover of £5m. If applicable hirers should also provide evidence of employer's liability cover.

The trust shall not be liable for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity on or affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the trustees against all sums of money which the trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager.
- d) The hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Board of Trustees.
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular Portable Appliance testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Board of Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment. Hirers are responsible to ensure any electrical equipment used has Current Portable Appliance Test Certificate and is subject to a visual inspection before use.
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.
- j) The Trust reserves the right to revoke without notice any contract for hire of or permission to use the school playing fields when such fields are deemed unfit for use.
- k) All incidents and accidents must be reported to the Trust as soon as possible.

- l) Hirers must ensure its employees hold the appropriate qualification, experience and competency for sporting and other higher risk activities and ensure that risk assessments are in place and provided upon request.
- m) The hirer must maintain a register of persons present for use in an emergency evacuation.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 OWN RISK

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

6.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the trust to provide first aid facilities and use of the trust's resources is not available.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Academy Principal or Business Manager in line with current food hygiene regulations.

6.5 KITCHEN / FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted use of kitchens and/or equipment by prior written agreement and where a member of the trust's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Academy Principal or Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the

local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING

The whole of the trust's premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the trust's premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

7. DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

7.1 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

7.2 RULES

The hirer shall comply with any rules and regulations which the Trust shall make from time to time.

7.3 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The hirer may cancel the letting provided that at least 28 days' notice is given. The trust reserves the right to cancel the letting owing to school emergencies and operational demands. Should this become necessary the trust will endeavour to give hirers as much notice as possible.

It is the hirer's responsibility to notify its users appropriately of any changes in dates or venues.

The trust will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the trust of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Trust as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Business Manager the Trust reserves the right to terminate the letting without notice. The Trust will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Trust as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

7.4 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

7.5 STORAGE ANCILLARY TO THE LETTING

The permission of the Academy Principal or Business Manager must be obtained before goods or equipment are left or stored on the premises.

7.6 LOSS OF PROPERTY

The Trust cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

7.7 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure. The Trust cannot accept responsibility for damage to, or the loss of theft of, cars and vehicles parked at the Trust's premises.

7.8 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

7.9 RIGHT OF ACCESS

The Trust reserves the right of access to the premises during the letting for emergency or monitoring purposes by Trust employees or third party contractors working on behalf of the Trust.

8. VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. The hirer shall ensure the Trust's premises are left clean in good order. The hirer shall reimburse any costs incurred by the Trust in cleaning the premises after the hiring necessary to ensure the premises are sufficiently clean for normal use by the school.