**Leading Learners**

**Multi Academy Trust**



**Lettings Policy**

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| **Approved by:** | Trust Board  | Date: 28th March 2022 |
| **Last reviewed on:** | 9th June 2025 by Finance and Resources Committee  |
| **Next review due by:** | 9th June 2028 |

**Policy Objectives**

The object of a lettings policy is to establish the school as a resource of and the ‘hub’ of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities

The school should not be let at a financial loss, whilst the Trust Board can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Headteacher (in consultation with the Chief Financial Officer(CFO) /Head of Finance) will decide on the process for agreeing if and what school facilities will be let to a third party and on what terms. In some instances, the school will need to obtain formal approval for use of the site from the Trust Board. This will depend on the nature of and risks involved in the letting.

**Types of Lettings** -   Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting.  Continuous lettings are those that run for a number of weeks or terms.

**Letting Agreement** - All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place.  Any amendments to an agreement will require a new agreement form to be signed.

**Equal Opportunities** – School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the school’s statement on equal opportunities.

**Political Use** – School premises must not be let for political use, the only exception to this is as a polling station.

**Legal Use** - It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law.  The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

**Named Individual** – The hirer must provide the school with a named individual who the school can contact in the case of an emergency, this person must be on the premises for the duration of the letting.

**Safety –** During the period of the letting the hirer’s named individual will be responsible for following the conditions of booking and ensuring the safety of those using the premises.  The named individual will have the responsibility for complying with the School’s Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Headteacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency.  A member of school staff will be responsible for showing the hirer’s named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points.  The school will also have responsibility for organising periodic fire drills.  It will be the named individual’s responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Headteacher. All electrical equipment will require a PAT testing certificate. Smoking, drugs & gambling are not appropriate activities on school premises.

Access to the school car park should be limited especially if young children are on site.

# Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools’ requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

**Risk Assessments** – The hirer will be responsible for ensuring compliance with any school provided risk assessments.  Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider.  The school’s cooking facilities must not be used unless prior permission has been obtained from the Headteacher.

**Insurance** – The school does not provide hirers with Public Liability insurance against personal injury, accident, loss or damage to property.  The hirer must provide evidence to the Headteacher that they have adequate insurance cover in place before a letting can be agreed.  It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. sporting activities).

**Charges:**   Charges will be set out in the letting agreement between the school and hirer, the CFO/Head of Finance will periodically review these charges, giving the hirer at least one half term’s notice of any changes in fees or conditions of hire.

**Damage:**  The hirer will be responsible for the cost of any damage to school premises or equipment. School staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

**Cleaning/Security:**  Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer.  School site staff will be responsible for opening and closing the school unless prior alternative arrangements have been agreed with the Headteacher**.**

**Cancellation & Complaints:**   The school (via the head teacher or other appointed representative) has the right to cancel any letting. Reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect.  A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

Where the hirer has a complaint, the school’s standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Headteacher will raise this with the named person. If the complaint is not resolved it will be escalated to the Trust Board to decide on the appropriate action for the school to take.

**Declaration of Interest:**   Any members of Trust Staff, Trustees or Governors having connection with a letting must formally declare this, declarations should be formally minuted at an appropriate meeting.

**Other documents you should also refer to/make available to hirer:**

* Enquiry Form – Appendix 1
* Conditions of Hire – Appendix 2
* Application for Hire – Appendix 3
* Contract of Hire – Agreement Form – Appendix 4
* Health & Safety Policy
* School Complaints Policy, Equal Opportunities Policy (available to hirer on request)
* Relevant Risk Assessments & Emergency Procedures (school & hirer)
* Copy of Public Liability Insurance (from hirer)

Appendix 1

**School Letting Enquiry Form**

Dear

Thank you for your enquiry about hiring premises at \*\*\*\*\*\*\*\*\*\*\*\*\* school.

Enclosed is:

* + an application form that you should complete and return to the above address;
	+ the Health & Safety Policy;
	+ the Conditions of Hire.

Please read the following carefully as they set out the charges and user’s and hirer’s responsibilities.

Hire Cost:

Playground, School Hall, Library, ICT Room

|  |  |  |
| --- | --- | --- |
| Monday – Friday | 3.30pm – 6.00pm  | £30.00 per hour |
| Saturdays  | 9.00am – 1.00pm | £35.00 per hour |

If you wish to use any of the school equipment as part of the let, please advise us as to the proposed use and the identity and qualification of the person who will take responsibility for the equipment. We will consider whether the equipment can be included in the let and will advise you of the extra cost, if any, this would incur.

The school will effect a hirer’s contract and an insurance premium of £5.00 per session (depending on the activity) will be charged. If you have your own insurance, a copy of the document must be provided. A ‘let’ cannot go ahead until we have received the completed form and issued you a Letter of Offer.

Bookings and payment of all fees must be made at least 14 days in advance through the school office. This should be paid via BACS payment. Please contact the school for their bank details.

Please note that you are responsible for restoring the property to the standard in which you found it. Please contact me on the above telephone number if you have any queries.

Yours sincerely,

School Office Manager

**Appendix 2**

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**Conditions of Hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.**Emergency contact numbers**

The hirer must provide the site with 2 emergency contact numbers.

**Use of Premises**

The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.

The hirer shall not sub-licence any of the premises under the licence.

The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.

Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school staff or others appointed by the Trust from the premises.

The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

**Insurance**

The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 7 days before the start date of the licence.The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.

**Health and Safety**The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time. and ensuring that they are aware of the School’s Health and Safety Policy.

Hire staff and people using the building should know the location of the fire exits and fire-fighting equipment. Under no circumstance should exits or corridors be blocked off or fire-fighting equipment removed.The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.

**Alcohol**

Alcohol may not be consumed on the school premises without prior written permission from the Headteacher.

**Licences and Copyright**

The hirer is responsible for obtaining all necessary licences and copyright consents. The Headteacher is entitled to require proof of a licence and copyright consent 48 hours before the hiring.

Licences are required for:

* + - Any function at which alcohol is sold;
		- An entertainment advertised to the general public, whether on payment or otherwise.

Licences are not required for:

* + - Bazaars, jumble sales, car-boot sales, bingo, whist-drives etc where the proceeds are for the school;
		- Wedding receptions, private parties.

Copyright consent may be obtained from the Performing Rights Society: 020 7580 5544.

**Limited Car Parking**

Parking requirements to be discussed with Site Manager prior to agreeing the booking.

**Smoking**

Smoking is not permitted anywhere on the school site.

**Payment**

All fees to be paid at least 14 days in advance.

Block bookings - payment to be made on invoice at the beginning of each term with full payment required.

**Fixtures and Fittings**

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them without the prior written agreement of the Headteacher.

**Use of Furniture and Equipment**

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the Headteacher. The use of all equipment and apparatus is subject to the prior written agreement from the Headteacher.

**Hirer’s Apparatus and Equipment**

The hirer shall obtain the Headteachers written agreement to the bringing onto the school premises of any apparatus or equipment. The hirer shall ensure that such apparatus or equipment is removed within such time as the Headteacher may allow. Any property not so removed may be removed by the School at the hirer’s risk. The cost of such removal, together with any storage charges incurred by the school, shall be recoverable from the hirer.

**Liability**

The school shall not be liable for any incidents related to child safeguarding during the agreed let, nor for any loss or damage caused to the hirer or to any other person as a result of:

* + - Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or at the school;

or

* + - Any failure or interruption in the supply of water, gas or electricity to the accommodation;

or

* Any defect or want or repair in the premises or in the means of access to the premises;

or

* + - Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

The hirer shall indemnify and keep indemnified the school from and against:

* Any damage to the premises or school equipment;
* Any claim by any third party against the school; and
* All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

Save that nothing in the licence shall exclude or limit either party’s liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.

**Numbers**

The hirer must provide the school with an estimate of the number of people expected. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

**Behaviour**

The hirer is responsible for ensuring good order is maintained throughout the period of hire.

**Advertisements**

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Headteacher.

The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Headteacher, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

**Reporting Damage**

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the Site Manager or person from the school supervising the letting. This must be followed by a written report of the damage caused.

**Condition of Premises**

The hirer is responsible for leaving the premises in the same condition as they were before the hire and for ensuring that everything is clean and tidy.

**Cancellation**

**Occasional bookings**: the hirer to give at least 5 days’ notice of a cancellation.

**Block bookings** (of a term or longer): at least one months’ notice of cancellation to be given by the hirer.

In the event of the hiring being cancelled with undue notice, the school shall be under no liability to refund any payment made for hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

**Guidelines for Children’s After-school Activities Hirings**

* + - There should be a minimum of two responsible adults present at a ratio of one adult to 10 children.
		- The children should not be left unsupervised at any time.
		- The children must all be collected at the end of the session. If any parents or carers are late in collecting their children it is the responsibility of the leader of the session to contact them. If this is not possible they must contact a member of the school staff.
		- No child should be left in school unaccompanied.
		- An arrangement for collection must be made.
		- Only the areas requested in the application form are to be used during the let.

**Failure to abide by Conditions**

If, during the period of hiring, any authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. The police will be immediately notified if there has been a serious breach. In such circumstances the school reserves the right to retain any fees already paid to the school.

This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

**Additional Conditions**

The Trust Board reserve the right to impose additional conditions to those described above as and when they consider it appropriate to do so.

**Appendix 3**

**Application for Hire of Premises**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name :** |  | **Address** |  |
|  |
| **Contact Number:** |  |  |
| **Postcode** |  |
| **Email Address:** |  |
| **Room required for Hire:** |  | **Date of Hire:** |  |
| **Time of Hire:** |  | **Duration (hours):** |  |
| **Alcohol to be Served:** | **YES:**  |  | **NO:** |  | **Licence obtained by hirer:** | **YES:** |  | **NO:** |  |
| **Public Liability Insurance obtained by hirer:** | **YES:** |  | **NO:** |  | **Any other licences required:****(please give details below)** | **YES:** |  | **No:** |  |
| **Details of other licences required:** |  |
| **Risk** **Assessments required for activities? (if so. Please give details** |  |
| **First Emergency Contact Name:** |  | **Second Emergency Contact Name:** |  |
| **First Emergency Contact No.** |  | **Second Emergency Contact No.** |  |

**I have read and understand the School’s Health & Safety Policy and accept full responsibility for the health and safety of those using the premises during the hire period.**

**Print Name: ……………………………………… Date: ………………………. Signed: ………………………………………………………………………………**

**Appendix 4**

**Contract of Hire – Agreement Form**

Date:

Dear

This is to confirm that we have agreed to hire out the following facility / facilities (\*delete as appropriate):

\* School hall / Playground / Library / ICT Room

 Date of hire: ………………………………………………………………….

 Duration of hire: ………………………………………………………………

 We have received the hire charges payment of £...…………………...

Appropriate Insurance document obtained and seen 🞏

Permission to serve/consume alcohol on the premises has been granted 🞏

Permission to serve/consume alcohol on the premises has not been granted 🞏

A copy of the licence for serving alcohol has been seen by school staff 🞏

The person in charge should report to the designated member of school staff 30 minutes prior to the time of hire in order to familiarise yourself with the school building and grounds and for the appropriate paperwork to be checked.

 Yours sincerely