

Lettings Policy and Conditions of Hire

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1. Introduction

The Trust recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other uses to benefit from them when they are able to do so. This forms an important part of the Trust's strategy to build strong community relations, and fulfil its civic duty.

The policy aims to clarify the Trust's expectations of those hiring its facilities whilst outlining the procedure for letting part of the buildings so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

2. Our Aims

By letting our premises we intend to:

- Maximise the use of our academies' premises for the benefit of the community
- Ensure that the educational use of academy premises is prioritised and that conflicts are clearly communicated to hirers
- Raise money to support the activities of Trust academies.

3. Procedure

When an approach is made about a letting the following procedure should be followed:

Stage 1 - To be completed by the lettings administrator:

- a) Take details about the request in writing with contact numbers and further information as available.
- b) The lettings administrator uses discretion and consults the Director of Finance and Operations, Trust Operations Manager, Academy Principal/Senior Leader as required to ensure that lettings bookings dovetail neatly with Academy activities.
- c) The lettings administrator checks availability on the booking system that the building/grounds are available and then provisionally confirms the booking to the client and to staff who will supervise the letting.
- d) Our Conditions of Hire included in this Policy must be accepted on the Booking Form before any further stages go ahead, along with all other information required as part of the Trust's due diligence (e.g. risk assessments, insurance documentation, safeguarding policy/DBS evidence for lettings attended by children under 18 etc.).

Stage 2 - To be completed by the Operations Manager:

- a) Check and confirm the details of the request and all supporting documentation (including checks on safeguarding and child protection arrangements).
- b) Sign off by the Director of Finance and Operations/Principal/Senior Leader.

Stage 3 - Processing the Application

- a) Where the application for a letting is accepted, the applicant will be sent an email confirmation including cost of hire, payment terms and whether VAT is chargeable.
- b) The lettings administrator will pass on the relevant paperwork to the Finance team for invoicing purposes.
- c) Invoices are raised monthly after the event if a recurring let e.g. sports club, or if a single event an invoice will be raised and payment to have been made in advance. Finance staff will ensure that pricing and invoicing are in line with the Trust Finance Manual and HMRC VAT regulations. Hirers should note that bookings with less than 10 sessions will be charged VAT at the current rate in accordance with VAT notice 742.
- d) Hirers will automatically be charged a fee of 10% of the letting cost for public liability insurance as part of the booking charge, unless proof of public liability insurance of at least £5m coverage is provided.

Stage 4 – Guidelines

- a) The Academy has priority use of its buildings.
- b) The Academy will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
- c) The Academy will seek to treat hirers fairly and respectfully.
- d) Hirers will be expected to respect Academy property and staff and honour requirements of this policy and regulatory requirements which are in force at any time.
- e) The person completing the Booking Form is responsible for all aspects of the letting and must abide by all aspects of the Lettings Policy and Conditions of Hire document. The person must be over the age of 18.
- f) The Academy will only allow hiring of the premises considered appropriate and suitable, where activities are in line with the values and ethos of the Trust. The Director of Finance and Operations/Academy Principal will be consulted in all new cases.

4. Category of Letting

There are two categories of use who, in the event of a clash, should be prioritised in this order. The Trust will publish a scale of charges containing different rates for the type of user, as determined by the Director of Finance and Operations:

- Educational/Statutory user (of direct benefit to the Academy)
- Community user

The category will be decided by the Director of Finance and Operations whose decision will be final.

5. Conditions of Hire

a. Booking Process

- i. All prospective hirers are required to complete a Booking Form and to comply with these Conditions of Hire. The Trust may refuse admission to any person(s) who does not fully comply, or whose behaviour puts the health & safety of others at risk.
- ii. All hiring of the Trust premises, including those for which no charge is made, shall be properly documented and recorded on the booking system.
- iii. All hirers should not arrange to use the school's premises or grounds or to commence any advertising until a confirmation of booking is received. The Trust accepts no liability for costs incurred in relation to a booking, which is cancelled or rejected.
- iv. The Trust reserves the right to refuse, at its absolute discretion, to let its premises or facilities, particularly where the letting may be to the detriment of the Trust, its staff, students and the local community. The following activities are not normally considered to be appropriate for lettings as they are not deemed to be compatible with the values and ethos of the Trust or are not able to be accommodated within the school's facilities:
 - events or activities with little potential to generate income or support for the school
 - events or activities which include content which is (and/or have the potential to result in behaviour or conduct) of a nature considered by the school to be offensive, obscene, discriminatory, sensitive or otherwise inappropriate
 - events or activities which may contravene any Trust policy or procedure
 - events or activities which are inconsistent with the school's mission or purpose
 - events or activities which may adversely affect the school's reputation and/or bring the school into disrepute.

This list is intended as a guide and is not exhaustive. The Principal/Director of Finance and Operations decision will be final for incompatible activities.
- v. The hirer (e.g. named on the booking form) must ensure that they are present on the premises at all times during the period of the letting

b. Property and Insurance

- i. The hirer holds full responsibility for the acts and omissions of all people associated with the letting, including parents, spectators etc. The hirer is liable for any damage to or theft of the Academy's property during the period for which the premises are hired. Future bookings will be cancelled where this liability is not accepted.
- ii. Hirers should note that there are no locker facilities on site. The Trust advises all visitors to refrain from bringing valuables onto the academy premises. The academy however accepts no responsibility for the loss or damage of possessions brought onto the Trust premises.
- iii. The Trust maintains insurance cover for liabilities incurred by Trustees with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of the hirers and external organisations must have third party liability insurance cover (with an

indemnity limit of no less than £5 million). A copy of a valid public liability insurance policy must be submitted with any application to use the school grounds or premises.

- iv. For hirers who hold no public liability insurance, a charge will be made in accordance with Section 3, Stage 3d. This charge may be adjusted depending on the level of risk associated with the activity.

c. Safeguarding

All hirers whose organisations involve persons under the age of 18 years old, must:

- i. read and agree to be bound by the following guidance: [‘Keeping children safe during community activities, after school clubs and tuition: non-statutory guidance for providers running out of school settings’](#)
- ii. submit a copy of their current Child Protection/safeguarding Policy. This must be fully compliant with statutory legislation and the [HAT Child Protection Policy and Procedures](#). The policy submitted will be checked by the school’s Designated Safeguarding Lead (DSL). Where the hirer’s policy is deemed non-compliant, the booking may not proceed.
- iii. where no Child Protection/Safeguarding Policy is available, please submit a copy of your written statement of how your staff and volunteers meet the duty and care toward children who attend activities, to ensure the safety of children and protection from harm.
- iv. complete our Health, Safety and Safeguarding checklist. This should be completed by the person responsible for the letting.
- v. confirm that all staff/volunteers the hirer sends to Trust academies to supervise activities have been subject to the following checks and that the hirer is satisfied that they are suitable to work with children. The checks required are:
 - Enhanced DBS check
 - Barred list check (if enhanced DBS check excludes a barred list check)
 - Prohibited list check (to include Teachers Regulation Agency check for hirers who have QTS and are prohibited from teaching and checks against those who are prohibited from governing or managing schools).

The hirers’ response will be kept on record and will be provided to relevant authorities on request.

- vi. Provide evidence of all relevant training undertaken and professional accreditations for their staff/volunteers on request.

NOTE: Where the Trust received complaints or concerns that proper safeguarding procedures have not been followed as part of the letting, lettings will be immediately suspended and a full investigation commenced by the Trust in liaison with the Local Authority Designated Officer (LADO) and the Police as appropriate. No refund of fees already paid or remission of fees due will be made in these circumstances.

Hirers must supervise all children at all times while they are in their care. Hirers are expected to continue supervising children on the academy site until their parent/carers have collected them, including if parents are running late.

d. Hire Period

- i. Hirers must have left the premises by the end of the booked period. Charges will be made for bookings that overrun.
- ii. Time required for setting up and cleaning away is chargeable. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.

e. Smoking, Alcohol and Banned Substances

- i. All academy sites are strictly no smoking and no vaping sites. Those found to be smoking or vaping on any academy site will be asked to leave the premises.
- ii. Where it is suspected that any person associated with a letting has consumed or is in possession of any illegal substance, they will be asked to leave the premises and the Trust will report all instances to the Police.
- iii. Consumption of alcohol by individuals hiring the school premises is not permitted unless the Director of Finance and Operations has given permission for an occasional license to be obtained. In such circumstance, it is the responsibility of the hirer to ascertain licensing requirements and to ensure that all relevant requirements are met and observed. Where alcoholic beverages are consumed without prior authorisation, the letting will be suspended and all visitors will be asked to leave site – no refunds will be given.

f. Expectations during the Letting

The hirer shall comply with all reasonable requests of the appropriate duty officer while on school premises.

Upon any breach of these Conditions of Hire by the hirer or any person attending/supervising/spectating or associated with the activity, The Trust reserves the right to immediately terminate current and future bookings. In such circumstances there will be no refund or other financial recompense by the Trust to the hirer for any losses incurred.

- i. **Behaviour** - Hirers must always observe and adhere to rules of reasonable behaviour and conduct. Infringements would include, foul and abusive language, physical threats, fighting or any physical harm to another person, theft or vandalism of academy property, bullying and harassment or any other general unsocial behaviours. The Trust has a zero tolerance on inappropriate behaviours and staff members have the right to remove anyone in breach of these rules from the academy premises.
- ii. **Cleaning and Litter** - Hirers are responsible for ensuring that they return the facilities to their original condition at the end of a booking. This includes:
 - Cleaning any surfaces of any dirt, debris and liquid spillages

- Removing all litter left by and person associated with the booking, this includes picking up litter on and around sports pitches at the end of a match
- Sweeping/mopping floors back to their original condition (equipment available on request from the lettings supervisor).

Failure to abide by the above will result in a standard cleaning fee of £30.

- iii. **School Equipment** - Hirers are not permitted to use any of the school's equipment unless agreed at the time of booking. Where hirers use equipment that is the property of the school, the Operations Manager shall satisfy themselves that the hirer is trained and competent in the safe use of such equipment. Where hirers are found to use any school equipment without authorisation, the Trust will terminate any future bookings.
- iv. **Catering** - The sale (or resale) of refreshments (i.e. food or drink) on site is strictly forbidden.

Non-alcoholic refreshments brought on site for personal consumption, e.g. water bottles for sporting activities are allowed.

If during the course of your booking you wish to consume food on site, e.g. birthdays and other parties, then this will require prior authorisation of the Trust and the hirer should complete the catering section of the Booking Form to provide details.

- v. **Use of Video and Photographic Equipment** - Planned photography or video recording of lettings activities (e.g. concerts, football matches etc) require the prior permission of the Trust/Academy. Details should be clarified on the Booking Form.
- vi. **Photographic Images of Children and Vulnerable People** - Hatton Academies Trust takes seriously its responsibility to protect and promote the safety and welfare of our students. We recognise this responsibility extends to how we manage the use of still and video images of all children and vulnerable people on Trust premises. The hirer must demonstrate through its Safeguarding and Child Protection Policies and Procedures that it has put in place proper safeguards to protect children and vulnerable people from harm.
- vii. **Parking** - Persons using the academy site must responsibly park their vehicles in the car parks provided. In the event that car parks are full then users must park off-site. Double parking, verge/curb parking and parking on grassed areas is strictly forbidden on all academy premises. Hirers should note that all vehicles are parked on site at the owner's risk. The academy does not accept responsibility or liability for any damage or loss to any vehicle or property within vehicles, howsoever caused.
- viii. **Footwear** - Footwear must be worn that is appropriate to the activity (e.g. trainers/plimsolls for Sports Hall activities, football/rugby boots for outdoor sports). Dirty/soiled footwear must not be worn inside any buildings and football/rugby boots must be removed before entering toilets/changing facilities. The Trust reserve the right to charge cleaning fees in accordance with Section 5fii. The wearing of any footwear which may damage any floor surface is prohibited.
- ix. **Exits and Gangways** - Under no circumstances must any Fire or Emergency Exit doors and gangways be impeded or blocked by chairs, tables, parked vehicles or any other equipment or object.

- x. **Animals** - For safety and hygiene reasons, animals and pets are forbidden from the academy premises, including external pitches, with the exception of guide dogs for the blind and partially sighted.
- xi. **Programme of Events** - In the case of organised events, displays and competitions, a detailed program must be submitted at least 5 working days in advance of the session of hire.
- xii. **Sale of Goods** - The hirer shall not sell or supply for their purposes any goods of any description whatsoever without the prior written permission of the Director of Finance and Operations.
- xiii. **Fire Extinguishers** - The Hirer shall bear full responsibility for the refill cost of any fire extinguishers which are set off without reasonable cause during the course of the letting.

6. Health and Safety

Risk Assessment – The hirer must submit a full and thorough risk assessment of the activities which form part of the booking with their Booking Form

First Aid Provision – The hirers must make their own arrangements to ensure that:

- a) there are trained first aiders present to support any accidents or injuries
- b) there are adequate first aid kits available to treat injured persons
- c) an ambulance is called for serious injuries

Defibrillator – For lettings at Sir Christopher Hatton Academy, defibrillators are located in the Sports Hall, Café and Main Reception. Hirers should familiarise themselves with these locations and contact the Site Supervisor as required.

Emergencies - Hirers should be aware of the academy Emergency Evacuation Procedures and submit a copy of their own evacuation plan. In the event of an emergency, all customers must follow the guidance of staff on duty.

Our Health, Safety and Safeguarding checklist should be completed by the person responsible for the letting.

7. Portable Electrical Equipment

The hirer must seek written agreement for the use of Portable Electrical Equipment during a letting. Such requests should be made within 5 working days of the session of hire to the Operations Manager. Authorisation will only be given where electrical equipment has passed a portable appliance test (PAT) within the last 12 months. The Trust will not be liable for any accident or injury caused by defective equipment brought onto the premises by the hirer.

The hirer will be liable for all damage to Trust property caused as a result of the misuse of equipment or any defect.

8. Injury

Use of the School facilities and of all equipment and is permitted entirely at the users own risk. The School shall not be liable for any personal injury to any user, or for the consequential loss, otherwise than as a result of the defective condition of the facilities or its equipment or of the negligence of the school or its staff.

Reporting of accidents/injuries – In the event that a participant in the lettings activity is injured or involved in any accident, the hirer must notify the lettings administrator at the earliest opportunity with details of the incident, e.g. by forwarding a copy of the accident form. Following receipt of this, the lettings administrator will make contact for further details as required or to determine whether it is a RIDDOR reportable incident. Where reportable, the hirer must report this to the HSE and provide a copy of the F2508 form to the Trust for assurance.

Should an injury occur as a result of the defective condition of Trust facilities, this should be reported to the lettings administrator at the earliest opportunity.

9. Outdoor Facilities

The use of outdoor facilities (i.e. football pitches, athletics facilities) is at the absolute discretion of the school. Bookings are only accepted on the condition that they may be cancelled by the School, for example, if the school deems them unsuitable for play. We would encourage that pitch inspections are undertaken by the hirer prior to play to ensure that pitches are free from any debris that could cause injury to players.

10. Scale of Charges

The Director of Finance and Operations will normally set the charge for each category of letting annually. In circumstances where inflationary costs and overheads are increasing rapidly, the scale of charges may be reviewed more frequently.

11. Payment and Booking

- i. The School reserves the right to require payment of the hire charge in whole or in part. It is normal policy for the School to invoice clubs/organisations after the event, however this is at the discretion of the Trust. Failure at any point by the hirer to pay invoice charges in a timely manner will result in full payment being required in advance of use for future bookings.
- ii. Provisional bookings will be held for 14 days only.
- iii. Unless specific arrangements have been made with the Director of Finance and Operations to the contrary, payment for the facilities must be made within 14 days of the booking being confirmed. The terms of payment are shown on your booking form.
- iv. Payments to be made by Bank Transfer only, the details of which will be stated on the invoice.
- v. The Trust does not accept payments by credit/debit card or cheques.
- vi. No refunds will be available for late cancellations defined below or non-arrivals.

12. Cancellation

Cancellation by the School

The school reserves the right, at its absolute discretion, to cancel a booking should they:-

- i. Require the use of the facility for school activities or due to unforeseen circumstances;
- ii. Consider that the function is of an objectionable or undesirable character;
- iii. Consider facilities unfit for use or
- iv. For any other reason whatsoever

Any monies paid in respect of bookings cancelled in accordance with the above conditions will be refunded but the School will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer, arising from cancellation.

Cancellation by the Hirer

Should the hirer wish to cancel a booking, charges will apply on the following basis:

<u>NOTICE PERIOD GIVEN</u>	<u>CHARGE APPLICABLE</u>
Greater than 10 Working Days	NO CHARGE
Less than 10 but greater than 5 Working Days	50% of Fee
Less than 5 Working Days	100% of Fee

13. Complaints Procedures

The following comprises the complaints procedure for lettings:

- i. If the Academy has a concern about a letting, the lettings administrator will raise the concern with the hirer in the first instance.
- ii. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement from the Director of Finance and Operations.
- iii. If the hirer has a concern, they should talk to the lettings administrator in the first instance.
- iv. If this concern is still unresolved, they should follow the Trust Complaints Procedure on the Trust website.