



# The Diocese of Gloucester Academies Trust

## Lettings Policy

Status and review cycle;	Non-statutory and bi-annual
Responsible group:	The Trust Board
Implementation date:	December 2022
Next Review Date:	November 2023

# Diocese of Gloucester Academies Trust

## Lettings Policy

### Policy Statement

1. The Trust is an organisation with a Christian foundation. The ethos, values and relationships of the Trust, and its associated academies, to working with community groups and associations is central to witnessing to the value of the foundation. The Trust is committed to supporting community partnerships and this policy sets out the terms under which the Local Governing Body of each academy will hire out the buildings and playing fields for wider community use.

### Purpose and Scope

2. This policy is intended to provide guidance to Local Governing Boards with regard to letting out the buildings and associated playing fields. The policy sets out the obligations of the academy and the hirer in entering into such an arrangement.

### Government backed Risk Protection Arrangement (RPA)

3. The Trust's public liability arrangement provides cover in the event that a third party is injured or third party property is damaged, by the activities of the academy and where the Trust may be deemed 'negligent' under English law. Similarly, this cover extends to a third party, should someone who is attending a hirer's event be injured. However, it should be noted that this cover protects the academy against claims for negligence and not the party who is letting the property
4. The RPA Administrator will, subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, indemnify any Hirer
  - (a) For all sums that the Hirer shall become legally liable to pay for damages or compensation in respect of or arising out of:
    - i. Personal Injury
    - ii. property damage
    - iii. nuisance, trespass or interference with any easement right of air, light, water or wayoccurring during the Membership Year in connection and solely and directly arising from the use of the Member's premises or facilities during the period of the hire
5. Against legal liability for claimants' costs and expenses in connection with point 4 above in respect of:
  - i. costs of legal representation at:
    - a. any coroner's inquest or inquiry in respect of any death
    - b. proceedings in any court arising out of any alleged breach of statutory duty
  - ii. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above incurred with the prior written consent of the RPA Administrator.

Hirer is defined as any person or organisation whom the Member has hired rooms where that person or organisation does not have public liability insurance

Full details of the Hirers Liability can be found in section 6 of the RPA Membership rules accessed via the Gov.UK website and an electronic link is:- [RPA Membership rules](#)

6. Hirers Liability does not apply at any other time, nor at any other premises. The hirer should be aware that the cover that would be provided by such an arrangement could be restricted and may not cover all risks associated with the hirer's activities. Further, any such arrangement put in place by the Trust may be terminated or withdrawn at any time by the academy without recourse to the hirer. It is the hirer's responsibility to ensure that he / she, or the organisation he / she represents, has adequate insurance cover in place.

### **Hirer's Responsibility**

7. Having received a request from a hirer to use all of or part of the academy premises / facilities for an activity organised or conducted by the hirer or the hirer's representative(s), the hirer must agree to accept the following responsibilities:
  - I. To keep the academy fully and effectually indemnified from and against any loss which the academy may suffer as a result of the actions / inactions of the hirer in connection with the access and use of the academy site which may not be covered by the above insurance.
  - II. To ensure that where the agreement allows the hirer to use equipment and resources, the use of such equipment and resources is in accordance with generally accepted procedure and practice and that all relevant safety guidelines are adhered to. The hirer agrees to fully indemnify the Trust for any loss that is incurred as a result of equipment or resources not being used in accordance with accepted procedure, practice and relevant safety guidelines which may not be covered by the above insurance.
  - III. Ensure that if any claims are made against the Trust the hirer will meet the cost of all such claims by the provision of adequate additional insurance, should it be required.

### **Obligations on the academy**

8. The academy will remain responsible in respect of the health safety and welfare of all users of its site and facilities and discharges these responsibilities by ensuring that;
  - I. all equipment and resources provided as part of this agreement are in a serviceable condition and that, where required, appropriate inspections are undertaken;
  - II. If any party brings in their own electrical equipment this needs to be tested and a certificate of compliance issued and returned with the lettings form
  - III. working and operational practices are fully compliant with appropriate legislation and relevant good practice guidelines; and

- IV. the relevant risk assessments and indemnity insurances are in place

### **General Conditions of Hire for the use of the Academy Premises**

9. Acceptance of the hire is conditional upon the hirer agreeing to accept all Conditions of Hire and to take responsible steps not to infringe the law.

### **Conditions of Hire**

10. Representatives of the hirer must at all times conduct themselves in accordance with the Code of Conduct adopted by the Trust.
11. The scale of fees for lettings shall be determined by the Local Governing Body of the academy. The fees should take into account the cost of providing the letting, including energy costs, the cost of equipment being used, staff costs for opening and closing the building and the purpose for which the premises has been let. The charge for accommodation includes the use of furniture only within the room hired (unless specifically detailed otherwise). In the event of the hirer requiring additional furniture a separate charge may be made according to circumstance. The Academy should provide full costing details to the Central Finance Team to support the fee calculation.
12. Invoices will be issued at regular intervals for all facilities hired. These will be sent to the address of the hirer. All invoices must be settled within 30 days. Cheques should be made payable to the individual academy. The Local Governing Body reserve the right to cancel any bookings in the event of any payment issues.
13. The Trust is not VAT registered, and therefore no VAT will be charged on any bookings.
14. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the hirer, or where the academy has good grounds for presuming that the damage occurred at this time and was not reported, the academy reserves the right to make a charge to the hirer to cover the costs of repairing the damage or making good the loss.
15. The Local Governing Body of the Trust shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever, other than by the way of their responsibilities as premises owners.
16. Representatives of the Trust or Local Governing Body shall at all times have free access to the premises for the purpose of inspection.
17. The Local Governing Body reserves the right to terminate the hire agreement in the event of a material breach of the General Conditions of hire by the hirer or any of his / her representatives
18. Cancellation. For facilities booked in advance the Hirer must inform the academy of their wish to cancel the hire no later than 7 calendar days before the date and time the hire is due to commence. Cancellation notices can be made by telephone but must be confirmed by letter or e-mail, to arrive at the academy no later than the 7 calendar days before the date / time of hire. Where notice of cancellation is received with less than 7 calendar days before the date / time of hire the academy reserves the right to charge the hirer the full hire fee.

19. The academy reserves the right to withdraw from hire of any facility or part of the site where there is a requirement for use of that facility or part of the site for the educational benefit of the students at the academy. Should the need arise to invoke this the academy will seek to provide as much advance notice as possible to the hirer and where possible offer alternative facilities. In the event that no alternative facility can be made available and/or there is no opportunity to provide advance notice the academy will not be liable for any direct or consequential losses or costs incurred by the hirer as a result of the academy's actions.
  20. In order to comply with the requirements set out by Keeping Children Safe in Education 2022, when letting or hiring out our premises for any activity not directly under the supervision of our Academy staff, the Local Governing Board are required to ensure that the appropriate safeguarding and child protection arrangements are in place to keep children safe. We will need to have seen these documents so that we can verify our own safeguarding records
  21. We will also expect as a condition of our hiring agreement that will be a firm understanding in place that should there be any change to these records, for example change in personnel or safeguarding arrangements for the organisation that this is communicated to us directly, so that our records and information remain up to date.
  22. Any safeguarding incident which occurs on our site, where appropriate, should be notified to the Academy's Designated Safeguarding Lead at the earliest opportunity. Our Designated Safeguarding Lead is the headteacher. This will ensure full liaison and that between the two parties can agree the right course of action.
  23. The Local Governing Board require this to be a condition for any hirer/use of this Academies facilities and any failure to comply with these terms and conditions will lead to a termination of this hiring agreement.
  24. It is the responsibility of the hirer to ensure that appropriate DBS / vulnerable adult checks have been carried out and relevant information provided to the academy.
  25. The hirer must also ensure his / her representatives comply at all times with child protection / safeguarding / prevent policies.
  26. It is the responsibility of the hirer to inform the users as to the locality of the emergency exits and procedures in case of fire or other emergency. The hirer is also responsible in assisting.
  27. When determining whether to approve an application; the Local Governing Board will consider the following factors:
    - The type of activity
    - Possible interferences with trust activities
    - The availability of facilities
    - The availability of staff
    - Health and safety considerations
    - The trust's duties with regard to the prevention of terrorism and radicalisation
    - Whether the letting is deemed compatible with the ethos of the trust
- An application will not be approved if it:
- Is aimed at promoting extremist views.

- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the trust will contact the police/school security who will remove the person or group from trust premises.

All hirers will read and review the trust's Child Protection and Safeguarding Policy.

28. Any hirer will **not** allow:

- i. Any article of a dangerous or offensive nature or any flammable materials to be brought onto the hired premises.
- ii. Any animal (except properly trained guide dogs) to enter or remain on the hired premises and grounds without the prior consent of the Local Governing Board.
- iii. Any alterations to lighting arrangements or the introduction of any electrical equipment, without the prior consent of the academy.
- iv. Any fixtures or decorations to be attached to the walls.
- v. The rooms to be re-arranged, except by prior agreement.
- vi. Any smoking or vaping anywhere on the academy premises / grounds.
- vii. Any consumption or storage of alcohol on academy premises without the prior agreement of the Local Governing Board.
- viii. Any activity which is contrary to the Trust's visions and values.

## **Conduct**

- 26 In recognition of the needs of the surrounding community and the rights of all visitors to Trust academies, the Local Governing Board will expect that all users of the academy facilities conduct themselves in a manner that is conducive to a pleasant and safe environment for all.
- 27 The Diocese of Gloucester Academies Trust (DGAT) has adopted a 'Code of Conduct' which all visitors to the academy must follow. All hirers should familiarise themselves with Trust expectations. When hirers fail to abide by the Code of Conduct or behave in an unreasonable manner, the academy may restrict future use of the facilities, which may lead to the hire agreement being cancelled.

## **Hire for Public Entertainment**

- 28 Some academies will hold performing licences, but it is the responsibility of the hirer to inform the academy if a licence is required in order to undertake an activity. Please note that alcohol shall not be sold or supplied on educational premises without the express consent of the local governing body and the obtaining by the hirer of an occasional licence.
- 29 Licences are generally required for:

- a. Performing plays
  - b. “Public dancing, music or other public entertainment of a like kind” under the Local Government (Miscellaneous Provisions) Act 1982
  - c. Games of bingo.
- 30 Trust academies generally have in place an Entertainments Licence; however, the hirer must ascertain from the local licensing authority whether or not any further licences are required for their intended use, or for any other use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence regulations.
- 31 Where premises are not licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.
- 32 When commercial sound recordings (gramophone records or CD recordings) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd, Evelyn House, 62 Oxford Street, London, W1N 0AN.

### **Stage Lighting and Equipment**

- 33 Any equipment owned by the academy, such as a switchboard and equipment may be operated only by competent persons.
- 34 The hirer must, by arrangement with a representative of the academy, visit the establishment on the first day of hiring in order that a “hand over” may be made to ensure that the equipment to be used is in satisfactory working order. A similar “hand over” is to take place at the end of the letting.

### **Academy Playing Fields**

- 35 The hirer must ensure that the use of the playing field will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst the field is being used. Motor vehicles must not be taken onto the academy playing field without the express consent of the Local Governing Body.

### **Health and Safety**

- 36 There is joint responsibility on the academy and the hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained. The Trust has a responsibility to ensure they are fit for purpose and are provided in a condition that complies with Health and Safety legislation and the Trust’s Health, Safety Policy.
- 37 The hirer is responsible for undertaking their own risk assessments in respect of the specific activities they plan to undertake. The hirer is also responsible for developing and implementing their own method statements, procedures and practices so as to ensure effective management of risks identified within their risk assessments.
- 38 The hirer must notify the academy of any risks associated with their activity where they feel that such risks are as a direct result of any action, or inaction, on the part of the academy.
- 39 The hirer must notify the academy of any health and safety incidents during their letting period.

**Appendix I.**

**Premises Letting application form**

<b>Name:</b>	
<b>Address (for invoicing purposes):</b>	
<b>Organisation:</b>	
<b>Contact number:</b>	
<b>Email address:</b>	
<b>Deposit amount:</b>	
<b>Payment method:</b>	
<b>Requirements</b>	
<b>Date of hiring:</b>	
<b>Time of hiring:</b>	
<b>Trust:</b>	
<b>Room(s):</b>	



<b>Equipment needed:</b>	
<b>Details of any equipment you will be using on the premises:</b>	
<b>Purpose</b>	
<b>Details of the event:</b>	
<b>Will you be working with children and/or young people?</b>  <b>If yes, have you attached a copy of your <u>Child Protection Policy</u>?</b>	
<b>Expected attendance:</b>	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
<b>Signed:</b>	
<b>Date:</b>	

**Related Policies**

Safeguarding Policy  
Code of Conduct