



# Lettings Policy

Our vision is to enable all to flourish

Status and review cycle:	Non-statutory and bi-annual
Responsible group:	The Trust Board
Implementation date:	December 2022
Review Date:	May 2025
Next Review Date:	May 2027

## **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 schools, 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 each school will hire out the buildings and playing fields for wider community use.

#### **Purpose and Scope**

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

#### **Risk Protection Arrangement (RPA)**

3. The Trust's is a member of the government's risk protection arrangement (RPA) which it holds instead of having commercial insurance.
4. All rentals / hiring / letting activity must adhere to the 'objects' as set out in the Academy's memorandum and articles of association. Subject to the RPA membership rules the RPA will indemnify repair/replacement costs of damage to property owned by or the responsibility of the member arising out of the activity. The RPA will also provide an indemnity in relation to legal liabilities incurred by the member for death or injury to third parties (including pupils), loss or damage to third party property and death or injury to employees.

#### **Evidence of hirer's third-party public liability insurance**

5. The RPA includes an extension for Hirers Liability which will provide an indemnity to any person or organisation to whom the school has hired rooms where that person or organisation does not have public liability insurance for example individual parents, birthday parties etc. However, it is not the intention of the RPA to provide an indemnity to large groups or organisations who are hiring the premises and who would typically purchase public liability insurance i.e. sports clubs, private instructors/teachers.
6. The school will request evidence of third-party public liability insurance from such organisations and groups. An appropriate level of public liability insurance cover will be assessed by the Academy on a case-by-case basis. The school will consider the potential for the hirer to cause death or injury to third parties (including school staff and pupils) and damage to third party property (including school property). The school will also review the

frequency and severity of any loss that could be caused by the third party hirer and the minimum limit set accordingly. The RPA excludes theft cover by any person lawfully on the premises, this would include hirers and therefore this risk will be managed accordingly.

### **Hirer's Responsibility**

7. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. A form can be found at Appendix A for this purpose. The person who signs the application form will be considered by the school for all purposes to be the hirer. Where a promoting organisation is named in the application for hire, that organisation will be similarly considered to be the hirer and will be jointly and severally liable with the person who signs the application. The school reserves the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.
8. Having received a request from a hirer to use all of or part of the school 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 school 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 school 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 school**

9. The school 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;

- all equipment and resources provided as part of this agreement are in a serviceable condition and that, where required, appropriate inspections are undertaken;
- 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
- working and operational practices are fully compliant with appropriate legislation and relevant good practice guidelines; and
- the relevant risk assessments and indemnity insurances are in place

### **General conditions of hire for the use of the school premises**

10. 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**

11. Representatives of the hirer must at all times conduct themselves in accordance with the Code of Conduct adopted by the Trust.

12. The scale of fees for lettings shall be determined by the school as noted in Appendix B. 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 school should provide full costing details to the Central Finance Team to support the fee calculation.

13. 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 school. The school reserves the right to cancel any bookings in the event of any payment issues.

14. The Trust is not VAT registered, and therefore no VAT will be charged on any bookings.

15. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the hirer, or where the school 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.

16. 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.
17. Representatives of the Trust shall at all times have free access to the premises for the purpose of inspection.
18. The school 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 their representatives
19. For facilities booked in advance the Hirer must inform the school of their wish to cancel the hire no later than seven 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 school no later than the seven calendar days before the date / time of hire. Where notice of cancellation is received with less than seven calendar days before the date / time of hire the school reserves the right to charge the hirer the full hire fee.
20. The school 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 pupils at the school. Should the need arise to invoke this the school 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 school will not be liable for any direct or consequential losses or costs incurred by the hirer as a result of the school's actions.
21. In order to comply with the requirements set out by Keeping Children Safe in Education when letting or hiring out our premises for any activity not directly under the supervision of school staff, the school is required to ensure that the appropriate safeguarding and child protection arrangements are in place to keep children safe. Documented evidence will be required to enable the school to verify the information provided.
22. The school will expect as a condition of the hiring agreement that there 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 the school directly and without delay, so that records and information remain up to date.
23. Any safeguarding incident which occurs on our site, where appropriate, should be notified to the school's Designated Safeguarding Lead at the

earliest opportunity. The school Designated Safeguarding Lead is Jenny Walker

24. This will ensure full liaison and that between the two parties can agree the right course of action.
25. The school requires this to be a condition for any hirer/use of the school's facilities and any failure to comply with these terms and conditions will lead to a termination of this hiring agreement.
26. 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 school.
27. The hirer must also ensure their representatives comply at all times with the school's Child Protection and Safeguarding Policies.
28. It is the responsibility of the school to inform the users as to the locality of the emergency exits and procedures in case of fire or other emergency. The school is also responsible in assisting in an emergency if on site.
29. When determining whether to approve an application; the school 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, including its Christian foundation.

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.

30. The school will **not** allow:

- Any article of a dangerous or offensive nature or any flammable materials to be brought onto the hired premises.
- Any animal (except properly trained guide dogs) to enter or remain on the hired premises and grounds without the prior consent of the school and appropriate risk assessments in place.
- Any alterations to lighting arrangements or the introduction of any electrical equipment, without the prior consent of the school.
- Any fixtures or decorations to be attached to the walls.
- The rooms to be re-arranged, except by prior agreement.
- Any smoking or vaping anywhere on the academy premises / grounds.
- Any consumption or storage of alcohol on academy premises without the prior agreement of the school.
- 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 schools, the school will expect that all users of the school's facilities conduct themselves in a manner that is conducive to a pleasant and safe environment for all.

27 The Trust has adopted a respect statement. which all visitors to the school must follow. All hirers should familiarise themselves with Trust expectations. When hirers fail to abide by the Respect statement or behave in an unreasonable manner, the school may restrict future use of the facilities, which may lead to the hire agreement being cancelled.

### **Hire for Public Entertainment**

28 Some schools will hold performing licences, but it is the responsibility of the hirer to inform the school 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 school and the obtaining by the hirer of an occasional licence.

29 Licences are generally required for:

- Performing plays
  - “Public dancing, music or other public entertainment of a like kind” under the Local Government (Miscellaneous Provisions) Act 1982
  - Games of bingo.
- 30 Trust schools generally have in place an Entertainments Licence; however, the school 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 school, such as a switchboard and equipment may be operated only by competent persons.
- 34 The hirer must, by arrangement with a representative of the school, 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 school.

### **Health and Safety**

- 36 There is joint responsibility on the school 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.

### **Managing Risk**

- 37 The school will risk assess the hiring activity, taking all reasonable and practicable precautions to manage the risks associated with the activity. The school will as a minimum:



- Ensure that the hirer is competent to use any equipment provided by the school, and that all equipment is in a safe condition;
- Advise the hirer of any known hazards in advance, and request that the hirer notify the Member of any hazards during the letting;
- Provide the hirer with details of emergency procedures (for example the fire evacuation procedure);
- Ensure a telephone is available for emergency calls;
- Restrict access where appropriate (especially in relation to IT equipment, safes and areas containing personal data), noting that theft cover under the RPA is excluded for any persons authorised to be on the premises.

**Appendix A.**

**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 Safeguarding and <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>	

**Appendix B – Summary of Charges**

**Hall Hire - £17 per hour or any part of.**

**Car Park - £50 per day**

**School grounds - £50 per day**