

# THE **D**IOCESE OF **S**HEFFIELD **A**CADEMIES **T**RUST

## LETTINGS POLICY AND PROCEDURES 23-34



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## **1. Introduction**

The Trust requires that their academy schools will be ‘at the heart of their community, promoting community cohesion and sharing facilities with other schools and the wider community’. However the overriding aim of the Trust is to support each school in providing the best possible education for its pupils, and any lettings of premises to outside organisations will be considered with this in mind.

## **2. Definition of a Letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a weight management or fitness group)”. A letting must not interfere with the primary activity of the school which is to provide a high standard of education for all its pupils.

Use of premises for activities such as staff meetings, parents’ meetings, Governors meetings and extra-curricular activities of pupils supervised by school staff fall within the corporate life of the school and therefore do not incur letting charges.

## **3. Aims**

We aim to:

- Make the school premises and facilities available for use where appropriate to support community or commercial organisations.
- Allow the hiring of the premises without using the school’s delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs incurred by the school and where appropriate raise additional funds for the school.
- Not allow hiring out of premises that would interfere with the schools’ primary purpose of providing education to its pupils.

## **4. Areas available for hire**

- Each school will identify areas within their school that will be made available for hire. These would normally include the school hall, modular units and outdoor areas such as football pitches.
- Dining halls, community/community rooms and classrooms may also be considered for hire.
- Access to toilet facilities should be included within the Letting.
- School kitchens would not normally be available for hire unless agreed by the Catering Provider.
- Areas permitted for use must not display or give access to any personal information about school staff and pupils.
- The hirer will be given the maximum capacity of people for the area to be used.

## 5. Letting Charges

Charges made for Lettings must cover the following:

- Cost of utilities used, i.e. Lighting, heating, water and electrical appliances used. NB where heating cannot be zoned to the area in use then charges must include all areas using the heating system.
- **Cost of staffing (caretaking and cleaning) including “on-costs” See the guide below:**

### **Caretaking**

If the Letting is for an organised group where the caretaker does not need to be present, the charge should include the costs for the caretaker to open and close the premises.

If the letting times falls within the caretaker’s normal working hours then this would not incur an additional charge.

If the letting commences within the caretaker’s normal working hours but finishes out of these hours then the caretaker would normally be paid one hour to close and secure the building.

If the letting is totally outside the caretaker’s normal working hours then the caretaker would normally be paid two hours to open and close/secure the building.

If the Letting is for a non organised group (i.e. a birthday party) then the caretaker would need to be available throughout the letting.

The charges for this type of letting would be the number of hours the caretaker would need to be available for the event plus the time to open and close/secure the building.

### **Cleaning**

Charges should cover any additional cleaning to the area used including toilet facilities to ensure it is satisfactory for use by the school.

- Administration Costs to cover the time to arrange and manage lettings, invoicing, banking, printing costs etc.
- “Wear and tear” costs. These costs are difficult to define as it would depend on the area used and the type of activity it is used for and how frequent the hirer is using the premises. However this should be taken into consideration as part of the letting charges.
- Cost of use of school equipment (if applicable)
- Profit element (where appropriate)
- Charges should be reviewed annually during the summer term for implementation from the beginning of the next academic year.
- Charges should be set for each area on a hourly rate with a minimum charge period of one hour.
- As a general guide the average costs for letting one area of school including toilet facilities for an organised group would be £30 for the first hour and £10 per hour for subsequent hours (or part of). However this guide figure should not be used without checking it covers all of the above costs.

## 6. Charging rates and principles

### 6.1 Rates

The rates for hiring out areas within school will be determined based on the factors in section 5 this policy. The school will decide if certain organisations or activities can use the premises for a reduced rate or free of charge if it supports the core aims of the school.

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST

### 6.2 Cancellations

The school reserves the right to cancel any agreed hiring with a minimum of 2 days' notice. A full refund will be issued if the school cancels 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.

The hirer of the premises can cancel any hire with a minimum of 2 day's notice. If less notice than this is given, the hirer shall not be entitled to a refund.

### 6.3 Review

The revenue raised from Lettings will be reviewed by the Headteacher / Executive Headteacher and will be fed into the school's financial reporting to ensure best value is being achieved.

## 7. Application process

Organisations/individuals seeking to hire the school premises should fill out the hire request form (see Appendix 1). Confirming they have read the Terms and Conditions given to them (see Appendix 2) and submit it to the school office. The relevant email address and school contact number should be given to the hirer.

Approval of the request will be determined by the school's delegated member of staff.

The School has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire 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.

Hirers who are providing facilities before, during and after school time or at any time that involves the supervision or activities with children must provide the appropriate DBS for every adult that will work with children including any substitute providers. These will be recorded on the school's Register.

Once a letting has been approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. Details of the emergency evacuation procedures and other relevant health and safety documents will also be given to the hirer. The hirer will also need to provide proof of its public liability insurance.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the school's current scale of charges. The school reserves the right to request a security deposit to be determined at the time of booking.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

## **8. Safeguarding**

The Trust 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 will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school office.

Please also refer to the DSAT Key and Alarm Policy to confirm security arrangement for school sites.

## Appendix 1: Hire Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which have been given to you.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (NB: we may not be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions from the Lettings Policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email or to the school office We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.



## Appendix 2: Terms and Conditions of Hire (Lettings Policy)

**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.**

1. “Hirer” means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. 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.
4. The hirer shall not sub-let any of the premises under the licence.
5. 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.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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 must take out its own public liability insurance with a reputable insurer 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.
9. 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.
10. 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 premisesSave 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.
11. Any cancellations by the hirer received with less than 2 days’ notice will not be refunded.
12. Any cancellations by the school made with at least 2 days’ notice will be refunded.
13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.



14. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
15. The hirer will clean their own equipment brought into the premises. Hirers who use and bring in their own electrical appliance which they would like to plug into fixed wiring of the school should have these appliances Portable Appliance Tested (PAT). The hirer is required to show an up-to-date test label on the appliance and, if possible, their register.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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.
25. There is to be no alcohol consumed or stored on the school premises