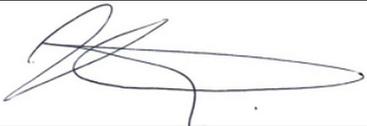




LETTINGS POLICY

| | |
|---|------------------------|
| Date approved by Trustee of Ventrus Multi Academy Trust: | March 2019 |
| Review Period: | Every two years |
| Next Review Date: | March 2021 |

| | |
|--|--|
| Signed by Chair of Trustees: Hugh Whittaker |  |
|--|--|

VENTRUS MULTI ACADEMY TRUST POLICY

Introduction

The Trust recognises that the schools constitute a valuable asset for the communities both within and outside of school hours. It acknowledges that the use of the premises is ultimately a matter for the Headteachers but it positively encourages the utilisation of the schools' buildings and land in a manner which is consistent with the aims and purposes of the schools.

Allowing the schools to be used outside of school hours is not without costs and this policy is designed to ensure that the schools are covered financially when doing so.

The Trust aims to ensure the use of all academy facilities to the fullest potential. It is intended that the premises [and sports facilities] are available firstly, for the benefit of the pupils of the Trust and secondly, for local people consequently providing the Trust with financial income.

This policy aims to ensure that lettings are not in conflict with the fundamental purpose of its Objects set out in its Articles of Association and care will be taken to ensure that any lettings are compatible with Ventrus MAT's values.

This policy should be read in conjunction with the Emergency Action Plan and the Health & Safety Policy.

Contents

- 1. Lettings**
- 2. Procedures**
- 3. Hire Periods and Charges**
- 4. Insurance**
- 5. Licences**
- 6. Unsuitable Lets**
- 7. Cases of Disorder**
- 8. Site Management**
- 9. Security and Keys**
- 10. Use of Premises for Parliamentary, Local and European Elections**
- 11. Emergency Procedures**
- 12. Site Capacities**
- 13. Review**

Appendices:

Appendix 1: Hire of Premises Letter (to be sent on the schools own headed paper)

Appendix 2: Conditions of Hire

Appendix 3: Application & Contract for Hire of Premises

1. Lettings

Hiring rates legislation requires that any costs of hiring premises which are charged to the schools' delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to members of staff, before allocating income to anything else. The surplus will be available for use by the Headteacher in consultation with the Trust.

2. Procedures

- Potential hirers will be given a hire of premises letter (Appendix 1), Terms & Conditions of hire (Appendix 2) and Application for hire of premises (Appendix 3).
- All lettings are VAT exempt except sports facilities. Associated charges (e.g. refreshments, hire of stage lighting etc) are also VAT exempt providing these are minor in relation to the right to occupy the property.
- The letting of sports facilities is VAT exempt where the hirer is not using the facilities for their own business, a single fee is agreed for the entire series of lets (i.e a series of 10 lets for a fee of £200 rather than 10 lets at £20 per let) and the entire series is paid for in full even if all sessions are not used.
- Exemptions from charging VAT are also available where the hirer qualifies for the 'sporting exemption'. Examples of the sporting exemption include hires to non-profit making individuals and sports clubs.
- VAT must be charged on sports facilities lettings if the hirer is using the facility for their own business, e.g. an individual running a fitness class where they charge for attendance.
- Whenever practical, payment will be made 21 days in advance and via bank transfer (BACS). Bookings will not be confirmed until payment has been received.
- If there is any doubt regarding VAT treatment, please check with Ventrus Finance team.
- On receipt of payment hirers will be given a receipt and contract of hire letter (Appendix 3).
- The school's office will account for all monies in connection with school lettings. The office will co-ordinate all correspondence and maintain all records required for lettings.
- Any payments received in school must be paid in through the school cash register and reported on the weekly banking sheet.
- At the end of each half term the Network Support Team will send a report to each school administrator showing payments for lettings which have been made by bank transfer.
- School administrators should check the half termly report to ensure that all block booking invoices have been paid in full. Where invoices have not been paid in full administrators should contact the hirer to request immediate payment, with copy invoices being sent.
- If the invoice remains unpaid the school administrator should make weekly telephone calls to chase the payment for a month. If the debt remains unpaid after this period the Headteacher should be informed so that a decision can be made on further bookings by the hirer. The Network Support Team should also be informed to allow further debt collection steps to be taken.
- A diary of all lettings, including polling days, shall be kept by the Headteacher and Site Manager.

3. Hire Periods and Charges

| | |
|------------------------|--|
| 15:30-18:00 hrs | The Headteacher may enter into an agreement to let the school premises by arrangement, to any group or organisation whose activities are considered suitable. Priority shall be given to groups whose activities will benefit the children of the School. |
| 18:00-21:45 hrs | The Headteacher will have the authority to enter into agreements to let school premises between 6.00pm and 21.45pm Monday to Friday and between 9.00am and 21.45pm on Saturdays, Sundays and Bank Holidays. Any agreement to let must take into account the nature of the activity proposed. |

- There are four distinct periods when the school premises are available for hire and the charges for each are as follows:

| | | |
|-------------------|-----------------|--------------|
| Monday – Friday | 15:30-18:00 hrs | £XX per hour |
| Monday – Friday | 18:00-21:45 hrs | £XX per hour |
| Saturdays | 09:00-21:45 hrs | £XX per hour |
| Sundays/Bank Hols | 09:00-21:45 hrs | £XX per hour |

- The kitchen can be hired with the main hall for a single fee of £XX (for cold preparations) or £XX (for hot preparations) for the duration of the hire period. If the kitchen is to be used, the Head of Kitchen must be informed and appropriate training will be given to the hirer for using the equipment in the kitchen.
- The Headteacher retains an absolute discretion as to whether or not any other school equipment (such as stage lighting or the piano) shall be included in the let, and if so on what terms.
- The Headteacher or administrator shall advise the proposed hirer of the cost of the let and that additional costs will be payable if the premises are damaged or not restored to the condition in which they were originally let. Such damage or additional cost will be notified to the hirer and payable within 7 days of such notification.
- The Headteacher is required to report on all lettings to the Site Manager.

4. Insurance

- Businesses wishing to let the premises will be required to supply a copy of the Public Liability insurance held.
- As long as the rental/hiring/letting activity is a permitted activity within Ventrus, then (subject to the Risk Protection Arrangement Membership Rules) the activity will be covered by the Risk Protection Arrangement (RPA) to the extent of repair/replacement costs of damage to property owned by or the responsibility of the academy and an indemnity in relation to legal liabilities incurred by the Academy for death or injury to third parties (including pupils), loss or damage to third party property and death or injury to employees.
- The RPA includes an extension for Hirers' Liability (page 50 of separate document - RPA Membership Rules – updated Sept 17) which will provide an indemnity to any person or organisation that the Academy has hired to where that person or organisation does not have public liability insurance. This would be up to the School to manage accordingly, for example, it would not be the intention of the RPA to provide cover for liabilities of large groups or organisations who are hiring the premises who would typically purchase public liability insurance and you should request from such groups evidence of their third party public liability insurance.

5. Licences

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm the licences they hold. A copy of which must be given to the school's administrator and kept in the office.

6. Unsuitable Lets

- 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 Trust will retain an absolute discretion to determine what is an unsuitable let. In all instances, the decision as to suitability will rest with the Trust.
- The Headteacher is authorised to make day-to-day decisions on behalf of the Trust and may seek advice from the Board of Trustees about any aspects of implementing this policy.

7. Cases of Disorder

If a member of the hire party is deemed to be under the influence of drugs or exhibiting drunken behaviour or is verbally or physically aggressive, they will be asked to leave the premises by the Site Manager. If they refuse, the police will be involved.

8. Site Management

- The Site Manager should be informed of all lettings, whether or not he/she will be on duty for the letting.
- If the Site Manager is not on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, i.e., the whereabouts of first aid supplies, emergency telephone, fire extinguishers and emergency exits. He/she must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted. A site induction will be carried out by a member of the school staff with the letting organisation/individual to cover the procedures followed in the event of an emergency.
- Where the Headteacher or Deputy Headteacher attends Governor or PTA meetings or small social events, they may, if they wish to, dispense with the Site Manager's presence, thereby avoiding such costs.

9. Security and Keys

- The Trust, Police, Fire and Security Services should hold the names, addresses and telephone numbers of the key holders. It is important that the correct procedures are followed or any claim on insurance could be jeopardised.
- Anyone (Governors, Headteacher or staff) going on premises outside school hours should notify the Site Manager. The school has a lone working Risk Assessment in place (RAA13B) which should be followed.

10. Use of Premises for Parliamentary, Local and European Elections

- The Returning Office may use any part or all of a voluntary controlled school for the purpose of the election. The candidates in such elections are entitled to use a suitable room in the premises 'free of charge', at reasonable times, for public meetings.
- 'Free of charge' means that the school cannot make a 'hiring' charge for this use of the premises. However, any expenses incurred in preparing, heating, lighting, cleaning the rooms or caretaking costs, are met either by the Returning Officer or the candidate, as appropriate.

11. Emergency Procedures

The Site Manager will draw up an emergency plan to be issued to each letting and ensure that the organiser is aware of the fire exits and muster points before the event takes place. The organiser must also indicate on the hire form that they have read the Health & Safety and Emergency Action Plan procedures. The school has a Fire and Emergency Evacuation plan (location maps around the school site) along with a Continuity Plan.

12. Site Capacities

- The Trust has a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises.
- The hirer must provide the school administrator with an estimate of the number of people expected.

13. Review

The Trust will review this policy every two years or sooner if the need arises.

Appendix 1

Dear (name of hirer)

Thank you for your enquiry about hiring premises at the school. Please find enclosed:

- An **application form** that you should complete and return to the above address;
- The **Emergency Action Plan** and **Health & Safety Policy**;
- The **Terms and Conditions of Hire**

Please read these carefully as they set out the users and hirers responsibilities.

HIRE COSTS (main hall or playground):

| | | |
|-------------------|-----------------|--------------|
| Monday – Friday | 15:30-18:00 hrs | £XX per hour |
| Monday – Friday | 18:00-21:45 hrs | £XX per hour |
| Saturdays | 09:00-21:45 hrs | £XX per hour |
| Sundays/Bank Hols | 09:00-21:45 hrs | £XX per hour |

The kitchen can be hired with the main hall for a single fee of £XX (for cold preparations) or £XX (for hot preparations) for the duration of the hire period.

If you wish to use any of the school equipment as part of the let, then 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.

If you hold your own insurance, please provide a copy of the Public Liability insurance document.

A “let” cannot go ahead until we have received the completed application form and issued you with a Letter of Offer.

Please note that you are responsible for restoring the building to the standard in which you found it.

Please contact me on the above telephone number if you have any queries.

Yours sincerely

School Administrator

Appendix 2
TERMS & CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

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 letting 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.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

The hirer must accept the Insurance provided by the school. The hirer, if a Business, must supply the school with a copy of the Public Liability insurance held.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENCES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and the school is entitled to require proof of a licence and copyright consent 48 hours before the hiring.

Permissions or licences must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Trust
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Trust disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting on the day of hire to the Site Manager or to the person from the school supervising the letting. This must be followed by a written report on how the damage was caused.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 OWN RISK

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

6.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 LIABILITY

The Trust shall not be liable 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 Trust; 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.

6.5 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/Trust, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.10 DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

6.11 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

6.12 RULES

The hirer shall comply with any rules and regulations which the Trust shall make from time to time.

6.13 CHARGES AND CANCELLATIONS

| | Charges | Cancellations |
|---|--|---|
| Occasional Bookings | Fees to be paid in advance via bank transfer | The hirer to give at least 10 calendar days' notice of a cancellation |
| Block Bookings (of a term or longer) | Payment to be made via bank transfer on receipt of invoice at the beginning of each term with full payment required by the half-term | At least two months' notice of cancellation to be given by the hirer |

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance the appropriate notice either way (as noted above) is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Trust will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Trust of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Trust as to whether a letting should be cancelled shall be binding on the hirer. Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Site Manager the Trust reserves the right to terminate the letting with notice of one week. The Trust will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

6.14 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

6.15 ADVERTISEMENTS

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Trust. The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Trust, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

6.16 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.
- Any arrangement for collection must be made.

- Only the areas requested in the application form are used during the let.

6.17 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.

6.15 STORAGE ANCILLARY TO THE LETTING

The permission of the Trust/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

6.16 LOSS OF PROPERTY

The Trust cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

6.17 CAR PARKING

Parking requirements to be discussed with Site Manager prior to agreeing the booking. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

6.18 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

6.19 RIGHT OF ACCESS

The Trust reserves the right of access to the premises during the letting for emergency or monitoring purposes.

6.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

6.21 ADDITIONAL CONDITIONS

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

This letting approved by: Date:
(on behalf of the Headteacher)

It is agreed that the hirer will comply with the conditions of letting as set out and with any additional conditions which may be laid down on behalf of the *(insert school name)*

I have read and understood the Emergency Action Plan and Health & Safety Policy and accept full responsibility for the health and safety of those using the premises during the hire period.

Please report to the Site Manager 30 minutes prior to the time of hire in order to familiarise yourself with the school grounds.

Signature of hirer: Position held in Organisation:

Date:

| POLICY HISTORY | | | |
|-----------------------|--|----------------------------|--------------------|
| Version/Date | Summary of Change | Implementation Date | Review Date |
| V.3 – 27.03.19 | Two additional paragraphs (3 & 4) added under Introduction | 17.07.19 | March 2021 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |