The Key Educational Trust

Lettings Policy

The Policy is reviewed annually by the

Trust Board

History of Document

Drafted By:	Date Written	Approved by Finance Committee	Approved by Governors Committee	Date of Next Review
Kirsten Courtney	June 2024			Dec 2025
Comments:				

Contents

1 Introduction 3
2 Definitions 3
3 General Conditions 3
4 Insurance 5
5 In the Event of an Incident, Fire or Near Miss 5
6 Licence 5
7 Charges 5
8 VAT 5
9 Cancellations 6
Appendix A – Application to hire facilities 7

1 Introduction

1.1 The KET Board of Directors regards each schools' buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as such. However, 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.

1.2 In order for schools to consider a request for letting an application form must be submitted by the proposing hirer (**Appendix A**)

1.3 The individual school's budget must not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet additional costs incurred by the school in respect of lettings.

1.4 Approved applications for lettings must be supported by a Hire Agreement (**Appendix B).** Long term lettings should also be supported by a licence agreement, available from the Trust Business Manager.

1.5 Prior to the letting taking place, this document and the school's Policy for Health and Safety should be made available to the hirer.

2 Definitions

2.1 Hirer: The person or organisation entering into the contract with the school

2.2 User: Those people making use of the premises under a letting agreement between the school and the hirer

3 General Conditions

3.1 The hirer, not the school, is responsible for the health and safety issues related to the activities associated with the hire. All statutory requirements must be observed and school specific requirements complied with.

3.2 Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park.

3.3 Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known.

3.4 The Key Educational Trust and its schools will accept no responsibility for damage, howsoever, caused to vehicles and other property while the users are on the school site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.

3.5 The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site manager/ member of school staff concerning the area available.

3.6 Hirers will be acquainted with the emergency and evacuation procedures (which are on display), including the location of the fire alarms, extinguishers and emergency exits and muster points. This information will be made available during a premises familiarisation session that will take place in advance of the actual hiring. The hirer then takes responsibility for briefing other users associated with the hiring.

3.7 The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up a PEEP (Personal Emergency Evacuation Plan) for anybody who will not be able to get themselves out of the building unaided. Procedures are in place in the event of a fire alarm call point being set off accidentally.

3.8 Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.

3.9 Rooms that are made available to hirers are checked periodically (not less than once per term) to ensure that they are in a suitable condition for the specific activity that any lettings will involve. The school is not responsible for the users' activities, but will ensure that the activity and the hired room/equipment are compatible.

3.10 Except by specific agreement, equipment must be provided by the hirer and not by the school. All mains powered electrical equipment brought onto the premises must have a valid test and inspection certificate. It is the hirer's responsibility to take precautions to ensure users' safety when using equipment, whether that equipment belongs to the school or not.

3.11 The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.

3.12 It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure, including calling the Fire Service if a fire is suspected or has been seen, identifying a muster point and carrying out a check of users.

3.13 Smoking is not allowed in any part of the school premises.

3.14 No food or drink may be prepared or consumed on school property unless this has been agreed at the time of application.

3.15 Footwear must be appropriate for the activity. No stiletto or other thin heels to be worn in any circumstance.

3.16 No sub-letting is allowed

3.17 The Principal/Executive Headteacher reserves the right to have a member of school staff, present throughout the letting and to put a stop to any event that is not properly conducted.

3.18 The hirer is responsible for providing access to a mobile telephone for emergency purposes. The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school must provide a contact number for such emergencies.

3.19 The hirer must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities

3.20 The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition including replacing any furniture that has been moved. Any specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer.

4 Insurance

4.1 It is the responsibility of professional hirers to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is recommended. Voluntary groups are covered by the school's own insurance.

5 In the Event of an Incident, Fire or Near Miss

5.1 The school will ensure that Incident Report forms are made available to the hirer who, in turn, must ensure one is completed whenever necessary. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken.

6 Licence

6.1 The hirer is responsible for ensuring that any necessary licences required for a particular event have been obtained (such as theatre, performing rights or cinematograph licences).

7 Charges

7.1 Each Local Governing Committee is responsible for setting the charges for the letting of their school premises. Charges will be provided for each application received and a breakdown if charges will be provided to the hirer before the hire agreement is finalised.

7.2 The charges for existing letting arrangements will be reviewed annually in line with inflationary cost increases and will be presented to the hirer in advance of each new financial year starting from 1st September

8 Billing

8.1 The Trust finance team will invoice the hirer for charges relating to the letting based on the amounts and frequency included in the Hire Agreement.

8.2 Invoices raised will be subject to the KET Debt Policy. Failure to pay invoices in line with eth debt policy may result in cancellation of the Hire Agreement

9 VAT

9.1 The Trust is not registered for VAT.

10 Cancellations

10.1 Lettings may be subject to a cancellation fee up to the full cost of the hire if less than 48 hours' notice is given.

Appendix A – Application to hire facilities

1	Name:	2	Organisation:
3	Address:	4	Telephone & email:
5	Event description:	6	Date of event:
7	Start time:	8	Finish time:
9	Number of People:	10	Room/Area required:
11	Additional requirements (equipment/facilities) NB: An additional charge may apply:	12	Room layout if applicable:
13	I have seen the school's Health and Safety Policy: YES/NO	14	I have seen the scale of charges YES/NO
15	Do you have your own public liability insurance? If so, please provide details with this document.	16	Will you bring electrical equipment of any sort when you hire the premises (even extension leads, for example)? If so, has this equipment been tested in accordance with The Key Educational Trusts requirements?
17	I have read/understood and agreed the School's Lettings Policy? – YES/NO	18	Signature: Date:

Appendix B – Hire Agreement

The Key Educational Trust Hire Agreement

Hire Agreement between:

The School: (delete as appropriate):
The Local Governing Committee of Christ Church Academy, Old Road, Stone, Staffs. ST15 8JD
or
The Local Governing Committee of Christ Church First School, Northesk Street, Stone, ST15 8EP
or
The Local Governing Committee of Oulton First School, Rock Crescent, Oulton, Stone, ST15 8UH
and

The Hirer:
Address:

Telephone:
Email address:
Email address for invoicing:

Area of school premises to be used:

Equipment/facilities to be used:

Specific nature of use:

Maximum attendance:

Date(s) of hire:

Fee: £

Method of Billing: Invoice
Frequency of Billing: ……
Payment Terms: ……

Christ Church Academy/Christ Church First School/Oulton First School agrees to let the premises to the hirer subject to the following:

The Hirer accepts all the general conditions of hire as set out in the Lettings Policy.

The Hirer's attention is specifically drawn to the indemnities contained in the conditions of hire and the need to obtain suitable insurance cover for any loss, damage or injury.

Hirer
Signature: ……
Print Name: ……..
Date: ……

On behalf of the Local Governing Committee
Signature: ……
Print Name: ……..
Date: ……

Breakdown of Fees to be provided by KET Finance Team: