



Inspiring Educational Excellence for Everyone
ARDEN *forest*
C of E Multi Academy Trust



Lettings Policy

Date Mar 2024

Review Date Mar 2027

CONTENTS

1. Introduction
2. School Facilities
3. Charges
4. Swimming Pool (where applicable)
5. Charges
6. Insurances and Licences
7. Lettings Register and Diary
8. Conditions of Booking
9. Booking Procedure
10. Times
11. Cancellation

APPENDICES

- A. Booking Application Form
- B. Agreement
- C. Conditions of Usage
- D. Conditions for using school kitchen (where applicable)
- E. Emergency Evacuation Procedures

1. INTRODUCTION

- 1.1. The schools of the Arden Forest Multi-Academy Trust (MAT) aim to be open and welcoming. Part of that approach is to allow the use of the school's facilities by the community.
- 1.2. Any lettings must not interfere with the work of the school involved as a learning environment.
- 1.3. We will consider letting to any group able to comply with the terms and conditions outlined in this policy. A copy of this policy and appendices is to be issued to each applicant for lettings. However some organisations may be considered incompatible with the aims and ethos of the Multi Academy Trust or undesirable for other reasons. These groups could include cult groups of any kind and/or extreme political groups. Each request will be considered and could be refused at the discretion of the school/s concerned.
- 1.4. In deciding whether or not to let our premises the MAT will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.
- 1.5. The MAT authorises/delegates the responsibility for agreeing all applications for the hiring of school premises to the school unless this involves entering into a contract with a letting agent. In this case the school should follow the approval levels outlined in the Scheme of Delegation.
- 1.6. The MAT requires that all associated costs incurred by any school as a result of lettings are recovered.
- 1.7. The Chief Executive Officer following consultations with the Forest of Arden MAT Trust Board and discussions with the Headteachers and local governing bodies developed this policy.
- 1.8. This policy will be approved by each local governing body and agreed and ratified by the Trust Board of the Forest of Arden MAT. Any subsequent revisions to the policy will be presented to the Trust Board of the Forest of Arden MAT
- 1.9. The use of our school premises at all times is under the control of the MAT and LGB.

2. SCHOOL FACILITIES

- 2.1. Any applications for letting all or part of a school's premises should state clearly the facilities required. Available outdoor spaces will include the school field, playground and car park. Indoor areas will include the hall, individual classrooms, toilet and changing facilities, the school kitchen and any other specified areas such as a swimming pool (St Nicholas C of E Primary School only).

3. CHARGES

- 3.1. Hire costs will be based on the following criteria:
 - 3.1.1. Full rate – organisations without any educational purpose
 - 3.1.2. Concessionary rate – organisations with approved educational purpose.
 - 3.1.3. Half concessionary rate – youth and children's organisations where no fundraising activity is involved.
 - 3.1.4. Free use – any activity associated with the corporate use of the school – governors, PTA, meetings and courses organised by the MAT Trust Board
- 3.2. Hire costs will increase with inflation unless the Headteacher/Head of School feels a worthy organisation's finances would not permit it and the activity would therefore cease.
- 3.3. The Local Governing Body (LGB) and Headteacher/Head of School have the discretion to vary charges if there are particular circumstances, which warrant it.
- 3.4. Rates reflect the costs that each Academy will incur in providing this facility i.e. heating, lighting, caretaking costs etc.
- 3.5. Hire charges will link to the MAT Charging Policy but it is recognised that different schools may charge differing amounts due to the size of the facilities and their availability.
- 3.6. There is no charge for unavoidable cancellation as long as reasonable notice is given.
- 3.7. For information on pool hire rates for St Nicholas C of E Primary please contact the school on 01789 762578.

- 3.8. The policy, including charges, will be monitored throughout the school year.
- 3.9. Any changes to either the policy or hire costs will be made at the beginning of the financial year i.e. September.
- 3.10. Existing groups will be notified of any changes at the end of each financial year.

4. INSURANCE AND LICENCES

- 4.1. It is essential that hirers take out their own public liability and property damage insurance, details of which must be given to the school before the letting takes place. The terms should be generally in line with the school's policy.
- 4.2. It will be the responsibility of the hirer to demonstrate to the school that they have obtained any other appropriate licences, such as entertainment or sale of alcohol, before the letting takes place.

5. LETTINGS REGISTER AND DIARY

- 5.1. Each school will maintain an up to date register of all applications for lettings which will be notified to the Governing Body.
- 5.2. Confirmed one-off lettings will be entered into the school diary. Copies of the application forms confirming the dates, times and facilities required will also be available.
- 5.3. The Heads of School will be responsible for ensuring that all the school's employees and contractors/suppliers involved in the letting are notified of their responsibilities in good time, particularly in respect of site access and security at weekends.

6. CONDITIONS OF BOOKING

- 6.1. The use of our school premises is permitted by the MAT on the understanding that the following rules are adhered to at all times.
- 6.2. Once you, the hirer, have been granted permission to use school premises, you are automatically bound by all terms and conditions of usage of the premises. The MAT has the right to vary these terms and conditions at any time.
- 6.3. The person signing the application form, on behalf of their organisation, (then known as the hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
- 6.4. The requirements of the school on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations on the issue of licenses for such purposes.
- 6.5. A hirer who is organising events for children must have regard for the requirements of The Children Act 1989 and be in line with the updated guidance from Keeping children Safe in Education. You MUST also complete our Contractors SLA agreeing to abide with our safeguarding clauses before the hire can be agreed.
- 6.6. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the MAT or any property belonging to or under the control of the MAT, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
- 6.7. The school will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner. This includes loss or damage to vehicles parked on the school site and/or their contents.
- 6.8. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
- 6.9. The hirer is responsible for informing the school, of any person sustaining injury or loss on the school premises during the period of the hire. This information must be presented in writing to the school within 24 hours of the event. This information should be shared with the CEO of the MAT by the school. Any further information required by the school or MAT must be made available on request.

- 6.10. No intoxicating liquor shall be brought or consumed on school premises or any part thereof except with the written permission of the school. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
- 6.11. No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
- 6.12. No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Heads of School at the time of booking.
- 6.13. The hirer and the guarantor shall indemnify and keep indemnified the MAT from and against all costs, claims and demands which may be made against the MAT for any breach or infringement of copyright.
- 6.14. The MAT may cancel any permission granted to use the premises:-
- 6.14.1. If it should appear that the same or any part thereof will be required for public or official purposes whether of the Governing Body or otherwise or by anybody or person having a statutory right of user.
- 6.14.2. If any damage has been caused to the premises by reason of any previous use of the premises by the person or body now wishing to use the premises.
- 6.14.3. If breaches of licensing conditions in connection with public dancing, music or other public entertainments occur.
- 6.14.4. If, for any reason, the MAT deem it necessary or expedient to cancel the license or permit.
- 6.14.5. If, for any reason, the school is closed, no compensation shall be payable by the school, to the hirer or any other person by reason of any such cancellation. Any fees paid to the school in respect of a letting which is subsequently cancelled by the school will be refunded unless the cancellation is by reason of damage having been caused.
- 6.15. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.
- 6.16. The right of access to all parts of the school premises at all times is reserved to the school or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
- 6.17. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the MAT and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the MAT and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
- 6.18. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the MAT and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the MAT and shall be returned to their original state immediately after usage, at the expense of the hirer.
- 6.19. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense.
- 6.20. All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Heads of School.
- 6.21. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Heads of School.
- 6.22. No advertising may be placed in any area of the school premises without the direct permission of the Heads of School.

- 6.23. If the terms and conditions of hiring are contravened in any way, the MAT reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- 6.24. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
- 6.25. The school building and school grounds are a designated no smoking area. All hirers are asked to respect this and to ensure anyone coming onto site is aware of this fact and refrains from smoking.

7. BOOKING PROCEDURE

- 7.1. Issue policy and application forms, including a copy of the Fire Evacuation Procedures.
- 7.2. Applicants return all the completed forms to the main school office and sign to say they have read them and agree to abide by them.
- 7.3. The school will then confirm whether the application is appropriate and the availability, costs and any other specific requirements.
- 7.4. The person signing the application form (then known as “the hirer”) is responsible for all aspects of the hire.
- 7.5. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our the MAT’s lettings policy.
- 7.6. A signed application does not guarantee the booking will be granted.
- 7.7. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the hire and an invoice to cover the cost of the hire and any additional returnable security deposit required.
- 7.8. If the hirer is for a one-off booking, they should then pay the booking invoice, in full, 28 days prior to the date of the hire, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void. Where the hirer is for a series of bookings, an invoice will be sent but an agreement can be made that the bookings are paid each time a session occurs.
- 7.9. Where security deposits are paid, the hirer must ensure that he/she meets the representative of the school (usually the caretaker) and signs for the conditions of the building on arrival and on completion of the letting.
- 7.10. Any requests for amendments to the booking must take place at least 14 days prior to the date of the hire. The hirer must not presume that any amendment will automatically be agreed.

8. BOOKING TIMES

- 8.1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the hire.
- 8.2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period. Please contact the school concerned to find out the current hours of access.
- 8.3. Consents will not be given for lettings in anti-social hours.

9. CANCELLATIONS

- 9.1. The school must be notified of any cancellation at least 24 hours prior to the commencement of the hire. However, notification at the earliest possible time is appreciated.
- 9.2. Where a cancellation is made by the school, the hirer will be entitled to a full refund. The school will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

- 9.3. **Please note:** The above conditions apply for cancellation of total or part of a booking.
- 9.4. Where the hirer makes a permanent cancellation during the course of a letting agreement, the hirer will receive a refund for any outstanding sessions but no compensation will be available.

10. HEALTH & SAFETY AND EMERGENCIES

- 10.1. The hirer is to provide the names and contact details of at least two representatives who will be responsible in case of emergency. Contact details for the school in the case of emergency are given on the application form. (Appendix A)
- 10.2. Each Academy's Health and Safety Policy must be adhered to at all times.
- 10.3. The group's leader must report any health and safety issues to the key holder/Headteacher/Head of School immediately.
- 10.4. The telephone number of the key holder/Headteacher/Head of School is made available to the group's leader, for use in the event of any problems.
- 10.5. Once everyone has arrived and the session begins, the front door and any other relevant entrances should be closed.
- 10.6. If running classes straight after school which involve children from our school:
 - 10.6.1. Hirers must be on the school premise by a time agreed with the school to setup, ready to collect children at the end the school day.
 - 10.6.2. Hirers must offer free places (1 free place 1-12 children, 2 free places 13 children upwards a session) to children who have free school meals and other children whose circumstances suggest they would particularly benefit e.g. a gifted and talented child. This will happen on a rolling programme each term but with certain clubs, the child will continue throughout the school term to enable them to advance in the class.
- 10.7. Classes being held within the school can only take place during term-time and excludes in-service training days when the school is closed (please obtain a list of term dates from the school).

If yes please specify number to be catered for	
Access to kitchen? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes please refer to APPENDIX D - CONDITIONS OF LETTING SCHOOL KITCHEN	

Grounds and External Areas	
Pitch required (cricket, football)	
Hard Surfaces (playground, car park)	

FOR OFFICE USE ONLY :	
Cost of actual event hours	
Cost of additional set up time	
Cost of T&C	
Any other agreed cost	
Total Charge	

<u>INVOICE SENT</u>		<u>PAYMENT RECEIVED</u>	

APPENDIX B - AGREEMENT TO BE SIGNED BY THE HIRER

To **SCHOOL NAME** and the Arden Forest C of E Multi Academy Trust

I _____ (please print)

of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above stated organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I have read and understood the Fire Evacuation procedures.

If my letting is for children I have also completed and signed the Contractors Contract and agreed to abide with all of the safeguarding clauses within.

I, on behalf of my organisation, agree to indemnify and keep indemnified the school and the Arden Forest C of E MAT from and against all loss, damage, costs, claims, demands, expenses or charges which the school/MAT may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body on demand at the school office all such sums as may be payable by reason of this indemnity.

I maintain a Public Liability Insurance Policy the details of which are as follows:

Policy Number	
Expiry Date	
Indemnity Limit £	
Name and Address of Insurance Company	

Signature of Applicant: _____ **Date:** _____

Occupation: _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the permit.

Address: _____

Phone Numbers: _____

APPENDIX C - CONDITIONS OF USAGE

1. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles. Written consent must be obtained for any vehicle (lorries, caravans, horseboxes etc) other than cars, to use the car park.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body.
5. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. No confetti or rice is to be thrown on the premises.
9. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times.
10. The school's No Smoking Policy must be adhered to at all times.
11. The school cleaning and caretaking staff are not contracted to work evenings or weekends. The school will not be able to accept bookings if it is unable to provide adequate resources to cover these evening or weekend additional duties.
12. The school has taken out insurance to cover hirers for any legal liability to third parties arising from accidental bodily injury or damage to property. Please note all hirers will require their own third party insurance.
13. The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises
14. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
15. The hirer will adhere to all Health and Safety requirements.
16. No stiletto heels or similar objects are allowed in the hall.
17. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
18. No animals may be brought onto the school site without the prior approval of the school..

APPENDIX D - CONDITIONS OF LETTING SCHOOL KITCHEN

THE KITCHEN MUST BE LEFT CLEAN AND TIDY AFTER LETTING

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. All utensils used must be cleaned, dried and returned to their original place.
6. Only adults preparing food are permitted access to the kitchen area.
7. NO SMOKING in the kitchen at any time.
8. NO CHILDREN in the kitchen at any time.

You are advised that you must adhere to the times agreed as stated in your letting agreement.

Please make sure adequate time is left before the end of your let to ensure the kitchen is left clean and tidy.

APPENDIX E- EVACUATION PROCEDURES

- Evacuation must start as soon as the Fire Alarm is heard.
- All belongings should be left unless essential.
- The nearest and safest escape route should be used. Hirers should evacuate members by sweeping their immediate area and escape routes as they evacuate the building making sure everyone is accounted for.
- Ensure all doors are closed behind you as you leave.

Provision for out of hours

- The school hires out the main hall to different service providers. This Evacuation Plan along with the Fire Risk Assessment and plans of the escape routes have been discussed with them.
- Instructions on the use of the fire alarm system are clearly located adjacent to the Fire Alarm Panel.
- No contractors or visitors should be on site without supervision.
- All caretakers and cleaners have attended fire safety awareness training and a nominated member of their staff carries out a roll call for them at the Assembly Point.

Out of hours - Person discovering the fire will be responsible for calling the Emergency Services and for contacting them:

Alex Kolb

07909971197

For all other information please read the Fire Evacuation Plan and Fire Risk Assessments.