LETTINGS POLICY

Policy Approved: May 2025
Policy Renewal: May 2027

Reviewed by the SLT MAT Board

"The Trustees of the Southport Learning Trust are committed to safeguarding and promoting the welfare of children and young people at every opportunity and expect all staff and volunteers to share this commitment"

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1. Aims

The Southport Learning Trust aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- 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 of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the Trust's, and the School's, primary purpose of providing education to its pupils
- Although a profit margin would be welcome when derived from private or commercial usage but is not the aim when facilitating education activity by designated users involving Trust students. This will be decided solely at the Trust's discretion.

2. Areas available for hire and their capacity

2.1 Available areas and capacity information

Availability and capacity for each venue can be found on Trust's online booking platform SchoolHire:

Facility hire in the UK - SchoolHire

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed on the Trust's online booking platform SchoolHire (www.schoolhire.co.uk). The Southport Learning Trust may decide that 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 or trust.

3.2 Cancellations

The school reserves the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund or a credit will be issued if the school does cancel a hire. Neither the school nor the Trust shall 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 school can cancel at the short notice for health and safety reasons.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If **less** notice than this is given, the licensee shall **not** be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Director of Finance and will be fed into the school's financial reporting to the trust, to ensure the best value is being achieved.

4. Application process

Every school that is part of the Trust will complete the application process as outlined in the Terms and Conditions of Hire in Appendix 1

Appendix 1

Terms and Conditions of Hire

1 Terms

'**Booking**' refers to a confirmed booking between the Hirer and the Venue, of which this Hire Agreement forms part of and which the booking is subject to.

'**Booking Form**' refers to the booking process the Hirer goes through on the SchoolHire platform which culminates in a booking request being made by the Hirer to the Venue.

'**Hirer**' refers to the group/person who makes the booking on the SchoolHire platform.

'**Hire Period**' refers only to those days, dates and times confirmed in the booking.

Terms and |Conditions

'**Premises**' refers to the part or parts of the Venue hired, as per the booking on the SchoolHire platform.

'**Venue**' means any of the Schools that are part of Southport Learning Trust

2 Fees

2.1 The Hirer agrees to pay to the Venue the fee stated in the Booking Form.

2.2 All charges are required to be paid at the time of booking.

2.3 The fee may be varied by the Venue at any time. The Venue will give 28 days' notice in writing of a variation to the fee. If the Hirer does not wish to accept the fee variation, then it may give 28 days notice in writing (before the Venue notice runs out) to end the Hire Agreement and in the intervening period then the current fee will continue to apply.

2.4 The Hirer shall be liable for and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which the Premises hired is used by the Hirer.

3 Use

3.1 The Hirer shall not use the Premises for any purpose other than as specified in the Booking Form.

3.2 The number of persons using the Premises hired shall not exceed the number authorised by the Venue in writing.

3.3 The Hirer shall not cause or permit any animals to be brought into or onto the Premises except with the specific prior consent in writing of the Venue and subject to such conditions as may be required.

3.4 It will be the responsibility of the Hirer to check whether the Venue's copyright and other licences are sufficient to cover the proposed activity and to apply for and obtain any additional licences which may be necessary.

4 Safeguarding and Child Protection

4.1 If the activity includes participation or officiating by anyone under the age of 18 then the Hirer specifically undertakes to ensure that all of its staff and volunteers, providing or offering a service on behalf of the Hirer, are subject to a valid enhanced disclosure check. This must be undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate.

4.2 DBS certificates must be provided to the Venue management prior to the first booking taking place.

4.3 The Venue specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care.

4.4 Hirers must have and must provide copies of first aid training, public liability insurance and any other insurance that the Venue reasonably considers necessary.

5 Health and Safety Conditions

5.1 For the duration of the period of hire the Hirer must ensure the following:

- Normal emergency procedures are followed.
- A first aid kit is provided.
- No equipment on the Premises is used without prior written consent from the Venue.
- Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on a half-termly basis.
- Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their clients, the Venue or the equipment.
- Alcohol is not consumed or sold on the Premises.
- Smoking is not permitted on or on any part of the Premises.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises.
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Any electrical equipment brought on-site must be PAT tested and comply with the British standards then applicable.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- Noise levels must be contained to a reasonable level at all times.
- Furniture, instruments or equipment belonging to the Hirer may only be left or stored on the Premises if this has been agreed with the Venue in advance and can be stored safely.
- The Premises must be vacated on time at the end of the Hire Period and left in a clean and tidy condition.

5.2 The hirer is responsible for the behaviour of all participants involved in the session. Any antisocial, threatening or violent behaviour by participants may result in the booking being cancelled with immediate effect at the discretion of the centre management.

6 Insurance, Liability and Indemnity

6.1 The Venue strongly recommends the Hirer takes out its own insurance to cover any activities which are physically demanding or at a higher risk of possible injury. Copies of such insurance documents must be provided to the Venue.

6.2 The Hirer agrees and undertakes to indemnify the Venue and keep the Venue indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.

6.3 The Venue gives no warranty that the Premises possesses the necessary consents for the use specified in the Booking Form.

6.4 The Venue gives no warranty that the Premises are physically fit for the use specified in the Booking Form.

6.5 The Venue is not liable for:

- The death of, or injury to the Hirer, its employees, customers or invitees to the Premises.
- Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises.
- Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the Premises.

6.6 Nothing in this clause shall limit or exclude the Venue's liability for:

- Death or personal injury or damage to the Premises caused by negligence on the part of the Venue or its employees or agents.
- Any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

7 Damage to Property

7.1 The Hirer undertakes either to make good or to reimburse the Venue for the cost of making good (as the Venue directs) any damage to the Premises caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Venue for all damage and loss suffered as a result of the hiring.

7.2 If the Premises hired are left in a state which requires additional cleaning above that normally expected, then the Hirer may be subject to an additional charge.

8 Security

The Venue agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agrees to notify the Venue or their authorised representative where any session is to start late or end early.

9 Temporary Unavailability of Premises by the Venue

9.1 The Venue may give verbal notice to the Hirer that the Premises are temporarily unavailable in the following instances:

- Where the Venue requires use of the facilities for other activities e.g. Exams
- Where the Premises are closed for any reason.
- Where the Premises are in the Venue's opinion unsafe to be used by the Hirer.
- Where there are emergency circumstances which require the use by the Venue of the Premises.
- in consequence or any outbreak or prevalence of infectious disease.
- for any other cause outside its control.

10 Access and Car Parking

- Parking is available onsite in the relevant car park.

- Access to car parking spaces cannot be guaranteed and will be available on a first come, first served basis.
- Hirers must only park in the marked bays.
- Charges may apply and will be agreed at the time of hire.

11 Nuisance

The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the Venue or neighbours.

12 Additions and Alterations

12.1 The Hirer will make no alterations or additions to the Premises.

12.2 The Hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the Premises.

13 Assignment and Sub-hiring

This Hire Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

14 Change of Contact Person

The Hirer agrees to notify the Venue in advance if the contact person is to change and to provide the name and contact details of the new hirer.

15 Termination

15.1 The Venue reserves the right to cancel a Booking at any time without notice and without assigning any reason but would endeavour to give as much notice as possible.

15.2 In such circumstances, the Venue will accept no liability for loss incurred as a result of the cancellation, but undertakes to refund any payment made, or re-arrange the Booking.

15.3 In the event of the Hirer wishing to cancel a one-off Booking, then a minimum of 24 hours notice must be given. If less than 7 days' notice, the Venue reserves the right to keep up to 50% of the cost of the Booking.

15.4 In the event of the hirer wishing to cancel a block-booking (being a Booking with 10+ sessions), then the same terms apply, however if more than 3 cancellations of sessions within a block-booking are made within any 3-month period, the Venue reserves the right to refuse any further changes to the Hirer's Booking(s), actioning no further refunds for cancelled sessions.

16 Notices

Any notices given under this Hire Agreement shall be made via the School Hire platform.

17 Other

17.1 The Venue may vary the Terms and Conditions of this Hire Agreement by giving the Hirer 28 days' notice in writing of the variation. If the Hirer does not wish to accept the variation, then it may give 28 days' notice in writing (before the Venue notice runs out) to end the Hire Agreement and in the intervening period, then the current terms will continue to apply.

17.2 The Hirer must comply with any regulations and rules that the Venue makes and notifies to the Hirer from time to time governing the Hirer's use of the Premises.

17.3 No illegal, indecent or immoral activity is permitted, and no betting, gambling or gaming is permitted on the Premises.

17.4 The licence granted under this Hire Agreement is not intended to and will not create the relationship of landlord and tenant. The Venue retains control, possession and management of the Premises and the Hirer has no right to exclude the Venue from the Premises.

17.5 A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

17.6 The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

17.7 The Hirer is responsible for the behaviour of all participants and spectators attending the facilities for their session. Any disruptive behaviour that could be caused to the College, local businesses or residents will not be tolerated and may result in your booking being cancelled.

17.8 Appropriate footwear and clothing must be worn at all times. For any users of the 3G AstroTurf pitch, you must wear only moulded stud boots (no trainers to be worn) and for the sports hall facilities only indoor sports shoes should be worn. We from time to time inspect footwear prior to use and anyone wearing inappropriate footwear will be stopped from accessing the facilities. Fees will still be chargeable.