



Lettings Policy

2024/2025 Academic Year

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1. Aims and scope

We aim to:

- Make sure the Trust's premises and facilities can be used, where appropriate, to support community or commercial organisations.
 - Allow the hiring of the premises without using the Trust's delegated budgets to subsidise this.
 - Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust.
 - Not let any hiring out of the premises interfere with the Trust's primary purpose of providing education to its pupils.
 - Hire out facilities in a way that is safe, following government guidelines and the Trust's safeguarding policy and risk assessment(s).
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2. Areas available for hire

2.1 Available areas

The Trust will permit the hire of the following areas within our schools:

- Classrooms (including specialist teaching rooms and hall spaces)
- School House Cafe
- Sports Hall & Fitness Room

2.2 Charging rates

The charging rates for hiring each available area across the Trust are as follows:

SITES	CLASSROOMS	SCHOOL HOUSE CAFE	SPORTS HALL & FITNESS ROOM
Bermondsey	£ – this is based on a daily hire rate	£ – this is based on a monthly weekend hire rate	£ – this is based on an hourly session hire rate
Camberwell	£ – this is based on a daily hire rate	NA	£ – this is based on an hourly session hire rate

3. Charging rates and principles

3.1 Rates

The rates for hiring out the different areas are listed in the table in the section above. We 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 Trust.

We may decide to impose an additional premises staff cover on top of the hiring rates if the hiring occurs on a weekend or on a bank holiday. All sales income generated by the weekend hire of the school House Cafe is retained by the Trust.

The Board of Trustees will consider inflationary increases on an annual basis.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days. A full refund will be issued if we do cancel a hire. The Trust 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 5 days. 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 Executive Headteacher and the Finance Manager and will be fed into the Trust's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5. The hirer should fill out and sign the hire request form and submit it to the relevant school office. Approval of the request will be determined by the Executive Headteacher.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the Trust or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the Trust's 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 Trust, 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 Trust by this licence.
4. The hirer shall not sub-licence 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 Trust will result in the immediate termination of the licence.
7. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the Trust 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.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the Trust and, where requested by the Trust, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
10. 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 Trust in relation to the premises.
11. The hirer shall indemnify and keep indemnified the Trust from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the Trust; and

- c. 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 premises
12. Save 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 Trust 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.
13. Any cancellations by the Trust made with at least 5 days' notice will be refunded.
14. Any cancellations by the hirer received with less than 5 days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will clean the premises after use.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the Trust.
19. If the hirer breaches any of the terms and conditions, the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.

22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The Trust's lettings policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The Trust 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.

6. 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 Trust's 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 checks. 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 Trust.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the Trust's premises, they shall contact the Executive Headteacher as soon as reasonably practicable. The hirer understands that if the

Trust receives an allegation relating to an incident where an individual or organisation is using any of our premises for running an activity for children, we will follow our usual safeguarding procedures.

7. Monitoring arrangements

The Operations Committee is responsible for the implementation of this policy. This policy will be reviewed and approved by the Board of Trustees every year.

Signed..... Date: 8th July 2024
Chair of Trustees

Signed..... Date: 8th July 2024
Executive Headteacher

Appendix 1: Application for the use of the school premises

To be completed and returned to officecamberwell@spa-education.org by the person who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the conditions laid down by the Trust.

LICENCES

Applicants are advised that a licence, issued by Environmental Services, is required for the following forms of public entertainment, at any premises in Greater London.

- a) Public music, or public music and dancing.
- b) Public performances of plays (including opera and ballet).
- c) Cinematograph exhibitions to which the public are admitted on payment.
- d) Cinematograph exhibition for children who are members of a cinema club.
- e) Public contests, exhibitions or displays of boxing or wrestling.

Application forms should be completed by the hirer of the premises.

ALL applications will be subject to approval and the booking should not be regarded as confirmed until confirmation is received and payment has been made.

The minimum period of notice for lettings is six working weeks. Applications for the renewal of regular bookings must reach the Trust no later than four weeks prior to booking date. All late applications will be subject to a late booking fee.

School you wish to hire facilities from -

Spa School Camberwell	Spa School Bermondsey
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SECTION A (To be completed by ALL Applicants)

Name of Organisation	
Aims of Organisation	
Name of leader of Organisation who will be in attendance (if different from Applicant)	

SECTION B (To be completed by ALL Applicants)

Accommodation Required	Please tick
Ground floor hall space	
Sensory Room	
Classrooms	
Playground	
Tea making facilities	
No. of chairs required	
Other	

DAY of week required – Please tick as appropriate						
Mon	Tues	Wed	Thurs	Fri	Sat	Sun

DATES required	
START DATE	END DATE

Times required – this should allow time for setting up and clearing/cleaning away.	
START TIME	END TIME

Please note School Kitchens are NOT normally available for hire.

SECTION C (To be completed by ALL Applicants)

1 Name of object of Booking/Meeting	
2 Estimated Numbers Present	
Adults	
Young (under 18 years old)	
Under 8 years old	
3 Will all persons be bonafide members of the organization?	
4 Will alcohol be available?	
If yes state whether wine, beer or spirits.	
Will alcohol be sold on the premises of provided free to guests?	
If it is to be sold have you obtained a licence? (Please provide proof)	
5 Will any changes to be made to the persons attending?	
If Yes, state: Amount of charge.	
To what purpose will proceeds be devoted?	
6 Will copyright music be performed?	
If Yes – PPL licence enclosed	

SECTION D (To be completed for all sporting activities and also for bookings which include children and participants under the age of 18)

Details of activities to be undertaken	
Activities	Equipment

Arts		
Multi Sports		
Play		
Names, Addresses and DBS Numbers of instructors:		
Name	Address	DBS Number (Copy of Enhanced Disclosure DBS must also be provided)

SECTION E (To be completed by ALL Applicants)

To Spa Education Trust (hereinafter referred to as “the Trust”).

I,(BLOCK CAPITALS) (“the Applicant”)

and I,(BLOCK CAPITALS) (“the Guarantor”)

both being over the age of 18 years, hereby apply for the permission for the Applicant to use the before mentioned accommodation and other facilities as set out overleaf, it being understood that if such permission be granted it will be subject to the conditions made by the Trust in relation to the use of the premises, copy of which we have received, and that such permission will be effective only so long as such conditions are duly observed and performed.

I, the applicant, hereby undertake and agree with the said conditions should such permission be granted.

The Trust’s blanket policy does not extend to cover third parties, which means that all hirers of Trust premises must have their own insurance to cover all losses, and injury that may arise as a direct result of events or activities they arrange and run in Trust premises.

We, the Applicant and the Guarantor, hereby jointly and severally agree to indemnify and keep indemnified the Trust from and against all loss, damage, costs, claims, demands,

expenses or charges which the Trust may sustain or incur in respect of any matter arising out of the use of the accommodation or the conditions relating thereto, and to pay to the School on demand all such sums as may be payable by reason of this indemnity.

Signature of APPLICANTDate

Name of Applicant.....

Occupation

Director.....

Address POST CODE

Tel. Work

Tel. Home

Tel. Mobile

Email:.....

Signature of GUARANTORDate.....

Name of Applicant

Occupation

AddressPOST CODE.....

Tel. WorkTel. Home

Tel. Mobile

Email:

For Office use ONLY:

Start Date:	
DBS Certs Checked:	
Licences Checked:	
Deposit Received:	
Invoice Issued:	

Payment Received:	
Liability following event:	
Deposit returned:	

Appendix 2: Hire request form

Name of Hirer (Person, Body, Association, Limited Company)						
Address of Hirer						
Contact Numbers (s)						
Email Address						
Purpose of Hire						
Attendees	Total Number		Number Adults		Number of Children	
Single Booking	Date required		Start Time		Finish Time	
Block Booking	Frequency/Days		Start Date		End Date	
The Trust does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.						
Will refreshments be served?					Yes	No
Will Alcohol be consumed?					Yes	No
If yes, will alcohol be served or sold					No	No
If permitted by the Trust, the relevant licence must be obtained for all events that will invoice the sale of alcohol, gambling and public entertainment.						
I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18						
Signed (Hirer):						
Full Name:						
Date:						
You will be sent confirmation of whether this application has been accepted or rejected by						

email. No letting will be regarded as booked until the booking fee is received in full and the Hire Agreement has been signed by the Hirer and the Trust.

Check List before agreeing to Hire

	Yes	No
Evidence of Insurance Cover Supplied and Approved		
Does the letting involve working with children/young people		
If Yes Has the Trust followed their Safeguarding Procedures		
Evidence of DBS required if children involved		
Responsible member of staff available on date		

List after agreeing to Hire

Provide Hirer with emergency evacuation plan – show where fire exits and meeting points are	
Ensure Hirer is competent in the use of any equipment provided by the school	
Name and contact details of Responsible Person(s) on duty for the duration of the Hire	

Hire of Trust Premises – (School Name)

Terms and Conditions (Red area to be altered/deleted as appropriate)

1. Interpretation

- Hirer: Person making the application for a letting who will be personally responsible for payment of all fees and other sums due in respect of the letting.
- Trust: Means Spa Education Trust

2. Effective Date of Agreement

The term of this Agreement will be the use of the (location) on (date).

3. Use and Access

- The Trust permits the Hirer to access and use of the (location) on the date(s) and time(s) specified by the booking form.
- The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school premises during the Hire period and for the prevention of disorderly behaviour.
- The Trust retains the right to access the premises at all times during the hire period and the Hirer must comply with any reasonable instruction given by Trust staff.
- The (location) remains in the Trust's legal possession notwithstanding the Hirer's occupation during the hire period and such occupation shall not be deemed to constitute or create any lease or tenancy.

4. Restrictions on Use

- The Hirer shall not use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any owner or occupier of neighbouring property.
- The Hirer shall not make any alterations or additions to the premises and no interference shall be made to Trust property/equipment or any other parts of the buildings.
- If the hire agreement allows the use of the kitchens, any leftover food and drink must be taken off school premises at the end of the day.
- Any storage space must be agreed with the Trust before using.
- The use of school equipment must be agreed in advance of the letting.
- Illegal drugs are not allowed to be brought onto or consumed on the premises.
- No items of a flammable, dangerous or noxious character may be brought onto the premises, including fireworks or gases.
- Smoking is not allowed on the premises at any time.
- No betting, gaming or gambling is allowed on the premises.
- Dogs, other than assistance dogs, shall not be allowed on the premises.

5. Hire Fee and Deposit

- The Hire Fee is payable in advance termly
- The Trust reserves the right to require a deposit over and above the hire fee as a surety against any damage to the premises (including any equipment) or the premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

6. Condition and Damage

- The Hirer will leave the premises in a clean and tidy condition. No food, rubbish or other belongings of the Hirer should be left on the premises. If additional cleaning is necessary, the Hirer will be charged accordingly.
- Any damage, destruction or theft that occurs during the hire period will be the responsibility of the Hirer and the Hirer shall pay the Trust the cost of any damage.
- All damaged and breakages must be reported.

7. Insurance

- The Hirer should hold public liability insurance in respect of their occupation of the premises for a minimum of £5 million – a copy of their insurance must be provided to the Trust.
- The Hirer should hold Employers Liability Insurance of a minimum of £5 million indemnity in accordance with compulsory legal requirements, a copy must be provided to the Trust.
- The Trust may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the premises for commercial or business purposes) who do not hold these insurances. In these circumstances the school will arrange for the Hirer to be covered under the schools own insurance and any extra associated costs will be reflected in the hire fee.

8. Indemnity

- The Hirer shall keep the Trust indemnified against all expenses, costs, claims and damage and loss (including any diminution in the value or loss of amenity of the premises) arising from the use of the premises by the Hirer or from any breach of any of the conditions of hire by the Hirer, or any act or omission of the Hirer, or any other person on the premises with the actual or implied authorised by the Hirer.

9. Loss

- The Trust does not accept liability for any loss, theft or damage to property brought onto the premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- The Trust shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of God, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, transport, electrical or power failures or other circumstances whatsoever outside its control and which affect the provision by the school of access to or use of the premises.

10. Assignment

- This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possessions or occupation of the premises.

11. Health and Safety

- The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer, including but not limited to Health and Safety legislation.
- The Hirer should, as far as possible, have an accurate list of those present.
- Any portable electrical equipment to be used must have a current PAT test certificate.
- The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the hire period, including ensuring the means of escape from fire are not blocked or impeded.
- The Hirer will immediately inform the designated Trust contact of any emergency, accident or serious incident that occurs during the hire period.
- The Hirer shall be responsible for reporting any accidents to the Health and Safety Executive.

12. Safeguarding and Child Protection

- Hirers providing services to children must have policies and procedures in place to ensure children's safety. Any risk assessment or DBS certificates must be supplied to the Trust upon request.
- At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control movement of the children and to take all responsible precautions for the safety of the children as required by the Children's and Young Person's Act 2008.

13. Car Parking

- Subject to availability, these may be used by the Hirer and other adults involved in the letting.

14. Cancellation

- This agreement may be terminated by either party giving at least one month's notice in writing.
- The Trust may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Trust is not capable of being remedied and no hire fee (or part thereof) shall be refundable.

Appendix 3: Conditions for the letting of Trust premises to external organisations

Introduction

Under the Education Act 2002 and the Children Act 2004 local authorities and all bodies working with children have a duty to safeguard and promote the welfare of children.

The following 'Conditions' for the letting of school premises (buildings and grounds) to third parties have been produced for the benefit of governing bodies, local authority employees, and external organisations. The purpose of these 'Conditions' is to make all parties aware of:-

- the arrangements in place for hiring school premises and the responsibilities that are binding on all parties and consequences if these are not observed
- the important issues that need to be considered when making school premises available for hire
- the arrangements to ensure that school premises are used beneficially for all the community with as little risk to health and safety as possible

These 'Conditions' should be read in conjunction with the school's Letting Policy and Scale of Charges and are intended to complement these two documents. The school's Letting Policy and Scale of Charges should specify the premises and facilities available to let, the particular times available for letting, and the charges applicable.

Activities that fall within the corporate life of the school and take place on school premises are not considered lettings. These include governing body meetings and activities.

These 'Conditions' have been developed to ensure best practice in the arrangements for the letting of school premises and are applicable to both one-off and regular lettings. Schools may adopt these 'Conditions' in their entirety or adapt them to suit their own circumstances. The Trustees have the right to vary these 'Conditions' at any time with consultation.

Any complaints about a letting should be raised with the School Office.