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# Lettings Policy & Agreement

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### 1. INTRODUCTION

1.1 At the Shaw Education Trust, our actions and behaviours as employees are guided by our core values;

- **TO BE PUPIL AND PEOPLE CENTRED**
- **TO ACT WITH INTEGRITY**
- **TO BE INNOVATIVE**
- **TO BE BEST IN CLASS**
- **TO BE ACCOUNTABLE**

1.2 This document outlines procedures that those who wish to hire school facilities within The Shaw Education Trust must adhere to. It will be assumed that any individual or company entering into this agreement will follow all aspects of this policy/agreement, where relevant.

1.3 The Shaw Education Trust is committed to making every reasonable effort to ensure that school buildings and grounds (“the premises”) are available for community use but where there is a conflict between a ‘hiring’ and a school event, priority will always be given to school events. A hiring must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

1.4 A hiring may be defined as:

*‘any use of the premises by an individual, a community group or a commercial organisation, regardless of whether a hiring fee is charged’.*

### 2. CHARGES AND CANCELLATION

2.1 The Shaw Education Trust has delegated responsibility for setting the charges and cancellation fees for the hiring of the school premises to each individual school. These are reviewed on an annual basis by the Academy Council/Interim Executive Boards Finance and Audit Committee of each individual school.

2.2 The rates for hiring out different areas are listed in the table in appendix A. *The school 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.*

2.3 The school reserves the right to cancel any agreed hiring with a minimum of [*x* days’ notice]. A full refund will be issued if the school does cancel a hire. The school

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 [*x days' notice*]. If less notice than this is given, the licensee shall not be entitled to a refund.

2.4 The school reserves the right to pass on to the Hirer any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting.

2.5 A deposit payable by the Hirer may be required by the School in relation to payment schedule outlined in 2.6. In the event of breach of any terms and conditions by the Hirer, the deposit becomes non-refundable if such monies are needed to cover any costs incurred by the school in making good and issues caused by the letting, e.g. any damage, cleaning up and/or breakages etc. If the deposit proves insufficient to cover such costs, the School retains the right to recover any excess from the Hirer.

2.6 The following information outlines the payment scheduled required:

- *Deposit of 20% required when school confirms booking. This will be retained by the school and returned to the hirer within 10 days of the letting (if one-off) or after the final letting (if a regular booking), if not needed by the school to cover any unforeseen costs as stated in 2.5.*
- *Full amount of hire payable at least 4 weeks prior to the letting.*
- *Where an application is made less than 4 weeks before the event date, the hirer must pay the full hire amount plus a 20% deposit as soon as booking is confirmed.*
- *Hirer should liaise with the school in regards to form of payments accepted.*

2.7 Dates during the year when facilities will be unavailable due to school use or closure will be communicated to hirers on request. These dates may be subject to change, but prior notice will be given wherever possible

### 3. APPLICATION PROCESS

3.1 This document makes up the Hire Agreement and must be signed by both parties (the Hirer and the School) before the hiring can take place (appendix E). It should be signed by a named individual ('the Hirer') and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

3.2 The Hirer shall be responsible for the payment of the Hire Charge direct to the school and any other charges agreed from time to time in respect of the hiring of the premises and for the observance and performance in all respects of the terms and conditions on the part of the Hirer set out in this Letting Agreement.

3.3 Those wishing to hire the premises should fill out the hire request form, which you can find in appendix B of this policy, and read the terms and conditions of hire set out in section 4.

3.4 The hirer should fill out and sign the hire request form and submit it to the school office.

3.5 A decision will be communicated to the hirer in writing within 10 working days at the latest. If the booking is confirmed, the confirmation will include how to submit payment in line with schedule in 2.6, and organise further communications in preparation for the letting. The hirer will then need to provide relevant documents, e.g. insurance, safeguarding etc. as requested.

3.6 The school reserves the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school. Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background or of any background that could be deemed to cause reputational damage to the school.

3.7 No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of the school.

## 4. TERMS AND CONDITIONS OF HIRE

4.1 The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. The hirer shall pay the full amount as stipulated by the school, 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.

2. 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 school by this licence.
3. The hirer shall not sub-licence any of the premises under the licence.
4. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire application form.
5. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
6. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
7. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than [*10 days*] before the start date of the license. The hirer should adhere to relevant health and safety conditions as laid out in the school's H&S Policy (available on school website).
8. 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 school in relation to the premises.
9. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; 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 license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
10. Save that nothing in the license 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 school 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 license.
11. Any cancellations by the hirer received with less than [*x days, in line with 2.3*] notice will not be refunded.
12. Any cancellations by the school made with at least [*x days, in line with 2.3*] notice will be refunded.
13. The hirer will read the emergency evacuation procedures (see appendix D) and be ready to follow them in the event of a fire or other similar emergency.
14. 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.

15. If the hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration, car parking assistance etc.), this should be discussed with the school in advance. A fee may be payable for such depending upon the extra time involved for caretaking staff etc. if not contained within the initial costing.
16. No goods or equipment should be left or stored on the premises without express permission from the school in writing. The school accepts no responsibility for items left on the premises.
17. The Hirer must inform the school in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring within 24 hours of the letting.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the license and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the license 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 licenses 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 they are running and be responsible for ensuring that the facilities used are secure from any individual or group of individuals not involved/invited to the activity during the Hire Period
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the license.
25. Food and drink may only be prepared\* (see 25) or consumed on the property with the direct permission of the school in line with current food hygiene regulations. Where food is prepared and served, the Hirer may be asked to provide food preparation certificates for the relevant personnel.
26. *Third parties shall only be permitted to share use of the school's kitchens and/or equipment where they can demonstrate that the personnel involved have appropriate qualifications. The kitchen must be left in the same condition as found with special attention paid to cleanliness and hygiene. (A 'Slip Kitchen', where only a kettle and washing up facilities are available, can be used by a Hirer without supervision.)*

27. Access to the school's designated toilet facilities is included as part of the hire arrangements.
28. No alcohol allowed to be bought, sold or consumed on the school site unless agreed to by the school at time of booking and evidence of the appropriate license is seen by the school. A no-smoking policy exists at all times on the site.
29. 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.
30. Hirers and organisers of events are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.
31. This license shall be governed, construed and interpreted in accordance with the laws of England and Wales.
32. The school 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 license.

4.2 Members of the School reserve the right to enter the premises hired at all times on producing evidence of their identity. Those working/volunteering for the hirer must be made aware of this by the hirer.

## 5. SAFEGUARDING

5.1 The school is dedicated to ensuring the safeguarding of its pupils at all times. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

5.2 Suitable organised supervision must be maintained of all people engaged in or associated with the activity e.g. young children require continuous supervision in the changing areas and corridors to avoid possible unruly behaviour. The Hirer must ensure that a qualified person or persons are available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The School takes no responsibility for the provision of first aid during the Hire Period.

5.3 Any organisation submitting a lettings request for an activity or event involving children and/or young people under 18 years of age and/or 'vulnerable adults' must submit to the School a signed copy of their current safeguarding/child protection policy which must be compliant with current legislation. Where appropriate, the Hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks



for individuals connected with the activity to be carried out by the Hirer before the start of the Hire Period. The School reserves the right to cancel or delay the booking if the Hirer fails to provide DBS checks to the School's satisfaction before the start of the Hire Period.

5.4 If a particular letting involves direct or indirect contact with the school's pupils, all of the Hirer's personnel involved in the activity must be checked against the Children's Barred List. Likewise checking against the 'vulnerable adults' barred list must occur where vulnerable adults are participating.

5.5 The responsibility to secure appropriate DBS checks and barred list checks lie with the hirer. *If, however, the hirer does not have access to an 'umbrella' body to do the check, it may be possible for the school to assist if time and resources permit. If this is undertaken by the school, the hirer must pay the school the appropriate fee for carrying out checks on their behalf.* Use of the facility will not be given until checks are complete.

5.6 The School reserves the right to prevent any individual from entering onto the School site.

5.7 The Hirer must immediately inform the School should any matter arise which impinges upon the security or health and safety of people present on the School's premises. Hirers must comply with all relevant Health and Safety legislation in force from time to time and any regulations imposed by the School from time to time for the safety and security of the Premises and all those using the Premises.

5.8 No gratuities must be offered to any members of staff.

## 6. ASSURANCE

6.1 Hirers must complete all aspects of the Hire Application Form (appendix B).

6.2 Hirers must ensure all necessary documentation is in place and communicated with the school where relevant, e.g. insurance documents, safeguarding/child protection procedures, DBS information, food hygiene documents etc.

6.3 Hirers who intend to send employees/volunteers to the school in order to carry out regulated activity with young persons and/or vulnerable adults, should ensure that those persons have been subject to correct level of DBS checks, including re-checks where breaks in service occur.

6.3 If a Hirer has any persons over 16 years of age assisting on their programme, which involves children or vulnerable adults, and they do not have a valid DBS check, the main provider of the activity will have absolute responsibility to ensure that those persons are suitable to take part in the letting and are supervised at all times.

## **7. COMPLAINTS**

7.1 Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school website.

**APPENDIX A: Areas available for hire and charges**

*School may insert details of facilities for hire including diagrams/photographs etc. and/or may make available by some other method.*

Facility	Capacity	Cost

**APPENDIX B: Hire Application Form**

**School Name:**

Name of hirer (inc. company number where applicable)	
Address (personal address of hirer if not a company)	
Individual representing company, i.e. the 'hirer'	
Contact details: phone number and email	
Proposed activity to take place	
Facility requested	
Dates requested (if a recurring booking, state first date)	
Is this a recurring request or one-off? (If recurring give details of no. of bookings, dates etc.)	
No. of participants in activity (or as close approx. as possible)	
Will the event include children and/or vulnerable adults? (see appendix C)	
No. of supervising adults	
Equipment to be brought into school by hirer, inc. electrical equipment	
School equipment requested for letting (please note this may not be possible or may involve additional charges)	
Do you require any set-up by the school? If so, what? (please note this may not be possible or may involve additional charges)	
Date form submitted to school	

**APPENDIX C: Assurance details form**

The hirer should sign each box to confirm appropriate documentation and procedures are in place and submitted with the Hire Application Form:

<b>Aspect of Assurance</b>	<b>Sign</b>
I can confirm that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details) and has attached a copy.	
I can confirm that adequate and appropriate risk assessments around health and safety procedures are in place for conducting the activity, including first aid arrangements.	
Where children and/or vulnerable adults are taking part in the activity, I confirm that this organisation complies fully with the DBS Code of Practice and all adequate checks have been conducted in all supervising adults in line with safe working practices.	
I agree to advise the School (as appropriate) of any concerns we may have about the above named employee and any information on any of the above vetting checks	
Where children and/or vulnerable adults are taking part in the activity, I can confirm that all relevant dbS information will be passed to the school prior to the event and understand that if not, the school may cancel the booking in line with the terms and conditions.	
Where children and/or vulnerable adults are taking part in the activity I understand my responsibilities and confirm I will follow safeguarding/child protection procedures should I have any concerns about an individual.	
I agree to all hire charges as outlined by the school and to comply with the Terms and Conditions of Hire.	
I have made (will make) available to the school, any relevant document the school requests to risk assess any activity taking place within the school site and I accept where the school has concerns over the booking/event, the school may cancel under the terms and conditions listed in section 4.	
I confirm that I am over 21 years of age, and that the information provided on all forms is accurate.	

*Signed (the 'hirer'):* .....

*Date:* .....

### APPENDIX D: Evacuation Procedures

*School will insert relevant evacuation information here*

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- Everyone present should be aware of what the fire bell sounds like. The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However, the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase (if relevant) people should descend in single file using one side of the staircase only

#### Assembly Point

*This is (\*insert position of assembly point). Once at the assembly point (\*insert what occurs next) (Possibly addition of phone number to gain assistance form school site team??))*

#### Roll Call

The Hirer/club organiser or another designated person must take the responsibility for accounting for all individuals and arrange a 'roll call' as appropriate. Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately if they are called. If danger to life is present, the Fire Brigade will search for missing persons.

**APPENDIX E: Hire Agreement Statement and signatures**

The Hirer agrees to the hire based upon the above information provided by the school and in accordance with the Terms and Conditions of this agreement.

The school agrees to the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of this agreement.

<i>Name of 'Hirer' (Organisation and individual (print):</i>	
<i>Signed (the 'hirer'):</i>	
<i>Date:</i>	
<i>Signed (on behalf of the school:</i>	
<i>Role in school:</i>	
<i>Date:</i>	



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