



## CONNECTED LEARNING Lettings Policy

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**Each academy school must enter details as relevant to them where indicated in red or elsewhere if required**

## **CONNECTED LEARNING LETTINGS POLICY**

The Board of Trustees has responsibility at all times for the use of all school sites within the MAT. This includes the letting of CL premises to external bodies outside of school hours.

The letting of premises should never detract from the primary objective of CL and its schools. Although the Board openly encourages the links between its communities and other local organisations, any lettings should be organised so that they do not disrupt the delivery of the curriculum and at no cost to the pupils or their education.

The Board also encourages individuals or groups who wish to make reasonable use of the premises regardless of their race, gender, disability, sexuality or religion.

By accepting the conditions of hire, the hirer will be expected to accept responsibility for being on the premises, being in charge of the part of the premises hired and for ensuring all conditions of hire are observed particularly relating to the management and supervision of the premises.

The Board of Trustees reserves the right to refuse to let any premises to any group or individual in the event that the purpose of the hire is not consistent with the ethos of the Trust.

Any income received through the letting of academy premises shall be used to enhance and enrich the education and environment of the children within the MAT schools.

By setting the charge for lettings, the Board will take account of best value, including elements such as insurance cover, heating and lighting, cleaning, staff overtime (including Site Manager costs) and fair wear and tear. For new letting agreements, the charge per hour is £20 per hour plus 15mins each for unlocking and locking. *See appendix for current charges at Powers Hall Academy and Icení Academy.*

Any decision to waiver or reduce letting charges are delegated to the COO or the FFM. However, by varying the terms and conditions under which premises are hired, costs for energy must not be ignored and, if not making a profit, the hire must be at least cost neutral.

The Board of Trustees will review the charges on an annual basis but also reserve the right to change the charges at any time but with half a term's notice.

It is acknowledged that the full responsibility for all lettings remains with the Board. However, the day to day management and administration is undertaken by the relevant staff within each academy school.

It is expected that each school will carry out any necessary due diligence checks on new hirers to ensure that they are a genuine organisation and they will only use the school premises for the activity as outlined in the hire agreement. This should include ensuring that the

organisation is not linked in any way to activities which might bring the reputation of the Trust into disrepute.

All formal hiring of school premises, including for which no charge is made, must be properly documented. All hirers must complete a hire agreement and should in return receive a copy of the conditions of hire (see Appendix 2 and 3).

The Board reserve the right to require a deposit over and above the lettings charge as a surety against damage to the site. The deposit should be £100 cash to be held in the school safe pending inspection after the letting. This should be returned within 7 days. Damage would include any equipment damaged or in the event that the premises are left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Costs may be levied for caretaking and cleaning if a hire is cancelled.

The Board of Trustees reserves the right to refuse to let any premises to any group or individual in the event that the purpose of the hire is not consistent with the ethos of the Trust.

It should be noted that all premises within the MAT are non-smoking sites both inside and outside of the buildings (this includes all playing fields).

## **Appendix 1**

# **CONNECTED LEARNING LETTING OF EDUCATIONAL PREMISES AND GROUNDS TERMS & CONDITIONS**

### **Application and Fees**

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall be considered the hirer and shall be jointly liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Board of Trustees. The Board reserves the right to alter or revise these charges at any time (but giving half a term's notice).
3. The fee for an occasional hiring shall be paid to the Trust within seven days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of conditions of use.
4. In the case of a long-term letting the Board may at their discretion permit the periodic payment of hire charges in arrears.
5. Cancellation. The Board of Trustees or their agent(s) acting on their behalf must reserve the right, having good reason, at any time without notice to cancel or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such an event the Board shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
6. If the hirer shall cancel the hiring of the premises, then the Board shall be entitled to retain or demand as the case may be the whole fee paid in respect of such cancelled hiring. If 7 days or more notice is received, the fee will be refunded or remitted to the hirer subject only to any necessary deduction for any relevant expenses already incurred by the Trust.

### **Furniture and Equipment**

7. The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only where relevant. The arrangement of furniture and/or the use of additional furniture or equipment will, where relevant, require the specific approval of the person responsible for lettings in individual schools.
8. Where additional equipment is required by the hirer this will be subject to an additional charge that will be determined by the Trust FFM.

### **Kitchen Facilities**

9. Kitchen facilities and facilities for the preparation of refreshments are not included in the hiring.

### **Health, Safety and Condition of the Premises**

10. The hirer/hirers shall during the hiring be responsible for:

- Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded.
- The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Trust Policy on smoking on school premises whether inside or outside the school.
- Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises.
- Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned.
- Familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes.
- The Trust does not provide first aid medical facilities for hirers, nor does it guarantee access to a public telephone system for calling for assistance during a letting. Hirers should make their own arrangements in this respect and, therefore, as a term of this letting, have access to a mobile phone
- No stiletto heels or similar sharp objects are allowed in the Hall area; trainers or suitable shoes must be worn for indoor use
- The Board will not guarantee as to the fitness, suitability or condition of the premises or grounds (this includes the condition of any pitch or field) but every effort will be made to see that they are in a reasonable condition

11. The hirer shall at the end of the hiring be responsible for:

- Ensuring that the hired premises are vacated promptly and quietly.
- Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.

12. Failure to comply with these conditions may lead to additional charges.

- No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
- No alternations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Board. Electrical apparatus must be switched off after use and plugs removed from sockets.

13. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Board and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any persons on the hired premises by reason of the use thereof by the hirer.

14. It is understood and agreed that the Board do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or other activity, or any other person is in danger of suffering injury, loss or damage.

15. Except in so far as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise required, Trustees acting on behalf of the Board will not be

responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents in respect of:-

- Any damage or loss of property brought on to or left upon the hired premises either by the hirer or any other persons.
- Any loss of injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer.
- Any loss to breakdown of machinery, failure of electrical supply, fire, flood or other restriction which may cause the hiring to be interrupted or cancelled.
- The hirer shall be responsible for and shall indemnify the Trust its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the used of the hired premises by the hirer.

### **Licences**

16. The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Board, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Board if required.

17. The hired premises shall not be used for any betting, gaming or gambling.

18. The hirer shall indemnify the Trust against any infringement of copyright which may occur during the hiring.

### **General**

19. The right of entry to the hired premises at any time during the hiring is reserved for authorised employees of the Academy and the head of the establishment or a person authorised by him/her.

20. The hirer and his agents shall during the hiring comply with all reasonable requirements of the hired premises.

21. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

22. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises. In the event of a breach in these conditions the hirer may be asked to leave the premises immediately by a member of the site services staff. If the hirer fails to leave the premises then the local police will be summoned and asked to remove the hirer from the premises.

23. Any notice or necessary action required in respect of this hiring maybe undertaken by a representative of the Board of Trustees.

### **Insurance**

24. The Trust ensures that all school premises are insured. However, it is the responsibility of all non-Academy school hirers to ensure that their activity is suitably insured (this being Public Liability Insurance of £5m).

## Appendix 2

### Hire of Academy Premises Form

[NAME OF SCHOOL]

#### Applicant's Details

Booking Reference number

Name	
Organisation Name	
Address	
Email Address	
Telephone Number	

#### Lettings Details

Booking Date	
Booking Time	
Number of hours	
Anticipated No. of attendees	
Do you wish to make multiple bookings? Yes	No
If you would like to make multiple bookings for the same facility but on different dates please also complete below. Please describe the purpose for which you wish to use the facilities.	
Purpose:	
Additional dates:	

### Appendix 3

#### DECLARATION AND SIGN

In consideration of this application being granted, I agree to pay Connected Learning on demand hiring fees in accordance with the Schedule of Charges and Conditions for Hire of Academy premises, a copy of which has been supplied to me, and I undertake to comply with such regulations.

I confirm that I am over the age of 18 years old and also certify that all adults working with children and vulnerable adults have had the necessary DBS checks and all insurance and coaching certificates are in place.

Print Name	
Signature	
Date	

#### For office use

Booking Reference Number	
Insurance Documents received	
Authorised	
Date	