

## Lettings Policy

**Last amended 27.08.19 by Heather Watson**

**Reviewed and Approved by Chris Stafford July 2019**

**Ratified by Trustees' Resources & Audit Committee 10.07.19**

**Next review date June 2021**

*This policy has been reviewed in line with the 8 principles set out in the Single Equality Policy and an initial screening Equality Impact Assessment has been carried out.*

Within this policy the term Headteacher refers to the Headteacher of the school and the term CEO refers to the CEO of the Twynham Learning Academy Trust (the Trust).

The governors of the Trust are charity trustees and company directors and for the purpose of this policy these terms are interchangeable.

This policy reflects the legislation at the time that it was last reviewed. Any changes in legislation will take precedence over anything printed in this policy.

## Introduction

In order to support the local community the Trustees may make the buildings and facilities of the Trust available for private hire when they are not required for school use.

Prior to any letting taking place, this document and the Trust's Policy for Health and Safety will be provided to the Hirer who is required to sign to confirm that they have read and accepted these terms and conditions.

## Definitions

Hirer	The person or organisation entering into the contract with the Trust
User	Those people making use of the premises hired under a letting agreement between the Trust and the hirer

## General Conditions

Lone working procedures need to be in place to cover the person unlocking/locking up. Separate guidance on lone working is available if required.

## Responsibilities

The responsibilities of the school and the Hirer on entering into a letting agreement are laid out below:

### Responsibilities of the School

The School will:

- Agree an appropriate room/area, ensuring that it is open and ready for use at the beginning of the session.
- Agree a system to facilitate communication with school staff if and when needed.
- Provide access to appropriate Trust policies including Health & Safety, Child Protection and Equal Opportunity Policies, these are available on request.
- Consider all applications providing that Hirers agree to adhere to and are able to comply fully with the terms and conditions set out in this policy and any documents referred to herein.

### Responsibilities of the Hirer/Service Provider

- The Hirer is solely responsible for health and safety during the period of the hire and during the entering and exit of Trust premises and grounds by those persons involved in the activity for which the letting was made. All statutory requirements must be observed and any school-specific requirements complied with. Suitable and sufficient risk assessment must be undertaken for each activity.
- Lettings may occur during the hours of darkness and adequate and sufficient lighting is provided inside and outside the premises to assist with safe entry and exit, including around the car park. As the hirer is in control of such lighting, they will be shown where the switches are.
- Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known to the Users.
- The Trust will accept no responsibility for damage caused to vehicles and other property while the User is on Trust premises. Parking is made available only on the basis that it is at the vehicle owner's risk. The Hirer is asked to arrange for users to park in designated areas only.
- The Hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site manager/caretaker.
- Hirers are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.
- Hirers will be acquainted with the emergency and evacuation procedures (which are on display), including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring. They must also carry out their own fire drills. Fire appliances must not be removed or tampered with other than for fire-fighting purposes. The Hirer will ensure that Users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The Hirer is responsible for drawing up specific evacuation plans for any disabled people. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.
- Any precautions required to ensure the safety of users when using equipment are the responsibility of the Hirer. Equipment will be provided by the Hirer and not by the Trust. All mains powered electrical equipment brought onto the premises must have a valid test and inspection certificate (the certificate should not be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- The cost of any maintenance or repair work which is necessary resulting from the use by the Hirer or Users is to be borne by the hirer.
- It is the responsibility of the Hirer to provide first aid equipment and trained personnel.
- Smoking is not allowed in any part of Trust premises, including outside areas.

- The Hirer shall not allow so many Users into the premises as to exceed the seating and/or dancing capacity of the premises. Even if the stated capacity is not exceeded, the Hirer will not use the space provided in such a way as to create conditions of overcrowding or to impede safe and effective escape from the premises in an emergency.
- The Hirer shall provide a sufficient number of Stewards as may be necessary to ensure adequate and efficient supervision of the Users during the letting.
- The Headteacher reserves the right to have a member of Trust staff present throughout the letting and to put a stop to any event that is considered not to be properly conducted.
- The Hirer is responsible for providing access to a mobile telephone for emergency purposes.
- Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- The Hirer is to ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the Trust in a clean and satisfactory condition including replacing any furniture that has been moved. Any specialist cleaning or disinfection required as a result of the Hirer's/User's activity in the premises will be the sole responsibility of the Hirer.
- The Trust enjoys a special relationship with its neighbours. All Hirers are expected and required to have due regard to the entitlements of neighbours to the enjoyment of privacy and quiet.
- **Young people must never be left unattended.** Parents/carers or an alternative agreed contact must be informed **immediately** if any young person leaves a session. A young person is anyone under the age of 18 years.
- In the event of a booking cancellation 24 hours' notice needs to be provided to the School Finance Office or the usual charging rate will be applied.
- The Hirer undertakes either to make good or to reimburse the Trust for the cost of making good (as the Trust directs) any damage to the property of the Trust, caused by the hirer, their staff, visitors or clients.

### Booking Process

Booking confirmations will be provided in writing for the use of the facilities, showing the full cost.

### Fee

Fees will be invoiced monthly in arrears. If the booking is for a series of less than 10 sessions, charges will be subject to VAT at the standard rate where applicable.

Requests for refunds for any sessions cancelled due to unforeseen circumstances must be made in writing with details within 24 hours of the cancelled sessions. Arrangements will be made to issue a credit note if considered appropriate. The MAT reserves the right to insist on

full payment, if cancellation is made without half a term's notice. Under HMRC guidance any sessions cancelled forfeit VAT exemption rules and charges for the period will therefore be subject to VAT.

### **Ending the Agreement**

The Trust may terminate making the buildings and facilities available for private hire by giving the hirer one month's written notice.

The Trust may terminate the external use of the buildings and facilities immediately if any of the hirer's responsibilities as detailed are not met.

### **Safeguarding**

In addition to the user's liability in respect of health and safety regulations referred to above, the user specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection and that a named member of staff is given as the Designated Child Protection Officer.

The user must also agree to the following:

- All staff, helpers or volunteers have enhanced DBS checks if working with pupils under 18 years of age.
- Provisions are in place for staff record keeping of DBS checks.
- Policy and procedures for dealing with DBS checks must be provided
- Agree to a renewal of DBS checks on a three yearly cycle.

The Provider must have policies and procedures to inform, educate and direct its staff in Child Protection matters. Whistle-blowing and disciplinary policies should be in place and used where appropriate.

In addition to the general right of termination set out above, the governors specifically reserve the right to terminate this agreement with immediate effect if the user does not have the required safeguarding arrangements, and fails to take immediate steps to put them in place. In such circumstances the academy trust will not be liable for any loss, financial or otherwise, incurred by the user.

Provider's staff will inform their manager immediately when it is suspected that a child or otherwise dependent person has suffered any form of abuse, or is otherwise thought to be at risk. The Manager must in turn immediately inform the Trust and record the contact made.

### **Zero Tolerance**

Our staff are entitled to work in a climate that is safe from harm, both actual and perceived, and where they are treated with dignity and respect. The Trust operates a strict Zero Tolerance policy towards any person or persons who makes a complaint in an angry, abusive or threatening manner and all staff are instructed to terminate any conversation where this policy is contravened. The Trust reserves the right to utilise all legal powers at its disposal to ensure that the working environment is respectful and safe, and to terminate this agreement with immediate effect.

**Insurance**

- It is the responsibility of the Hirer to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is required.

**Fire Safety**

It is very important that the fire safety arrangements for the premises are maintained when used out of school hours. The Users must be made aware of their fire safety obligations. The following points must be noted:

- The purpose the premises, or part premises, are to be used for should be stated and agreed in advance.
- The User should be named as the 'responsible person' and that person shall be solely responsible for the actions of persons using the premises during the letting period.
- Any security measures to prevent any criminal activity should be retained for the period of the letting but any gates required for means of escape must remain accessible.

**In the event of an Incident, Fire or Near Miss**

- Incident Report forms will be made available to the Hirer who in turn, must ensure one is completed whenever necessary. The Trust will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the Hirer.

**License**

- The Hirer is responsible for ensuring that any necessary licenses required for a particular event have been obtained (such as theatre, performing rights or cinematograph licenses).

**Appendix 1 – Hire Charges 2020/21****Twynham School**

Facility	Price
Hall	£40 for 1st hour, £20 subsequent hours
Classroom	£35 for 1st hour, £20 subsequent hours
Dance Studio	£40 for 1st hour, £20 subsequent hours
Gym	£40 for 1st hour, £20 subsequent hours
Drama Studio 1	£40 for 1st hour, £20 subsequent hours
Drama Studio 2	£40 for 1st hour, £20 subsequent hours
Netball Courts	£35 for 1st hour, £20 subsequent hours

*Concessions may be available for charities / staff use*

**Grange School**

Facility	Price
Sports Hall	Dependent on Use
Gym	£25 for 1st hour, £15 subsequent hours
Dance Studio	£25 for 1st hour, £15 subsequent hours
Astro turf	£35 per hour
Classroom	£25 for 1st hour, £15 subsequent hours
Kitchen	£25 for 1st hour, £15 subsequent hours

**Christchurch Junior School**

Facility	Price	Notes
Bluewater - a classroom and adjoining kitchen	£20 for 1st hour, £10 subsequent hours	May be subject to £5 insurance and/or £20 caretaker fee
Courts (¾ size)	£4 per hour	
Field	Dependent on Use	
Hall (Old Building)	£25 for 1 hour, £40 for 2 hours, £10 for each subsequent hour	May be subject to £5 insurance and/or £20 caretaker fee. Additional caretaker set up fee may be applicable
Main Hall	£25 for 1 hour, £40 for 2 hours, £10 for each subsequent hour	May be subject to £5 insurance and/or £20 caretaker fee. Additional caretaker set up fee may be applicable

**Twynham Primary School**

<b>Facility</b>	<b>Price</b>
Hall	£15 per hour
D&T Area	£15 per hour

**Stourfield Junior School**

<b>Facility</b>	<b>Price</b>
Hall and other rooms can be available 15:30 – 18:00	£14 per hour

*Concessions may be available for longer bookings*

Equality Impact Assessment – Initial Screening Record

1. What policy is being reviewed?	Lettings Policy
2. Upon whom will this impact?	All associated with the Trust

3. How would the work impact upon groups; are they included and considered?

<b>The Equality Strands</b>	Negative impact	Positive impact	No impact
Minority ethnic groups			√
Gender			√
Disability			√
Religion, faith or belief			√
Sexual orientation			√
Transgender			√
Age <small>(N/A to pre-school and school children)</small>			√
Rurality			√

4. Does data inform this work, research and/or consultation, and has it been broken down by the equality strands?

	NO	YES	Uncertain
Minority ethnic groups	√		
Gender	√		
Disability	√		
Religion, Faith or belief	√		
Sexual Orientation	√		
Transgender	√		
Age	√		
Rurality	√		

Does the initial screening highlight potential issues that may be illegal? NO

Further comments:-

Do you consider that a full Equality Impact Assessment is required? NO

Initial screening carried out by Resources Committee June 2014 and reviewed by Chris Stafford, COO, July 2019

Comment by Headteacher: