



Greywood

Multi-Schools Trust

The House, Eastern Avenue, Lichfield,
Staffordshire, WS13 7EW

Registered Charity No 11885406
Registered in England and Wales

Lettings Policy

Date Published	Review date
1 st September 2020	September 2022

Policy links to
Equalities Policy Health and Safety policy Safeguarding Policy

Introduction

The Trust regards its building and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Trust is to support academies in providing the best possible education for our pupils.

Any lettings of the premises to organisations will be considered with this in mind.

Definition of Letting

A letting may be defined as “any use of the school buildings or grounds by parties other than the Trust and our partners. This may be a community group (such as local music group or football team) or commercial organisation (such as local branch of ‘weight watchers’)”.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore legitimate charges against the school’s delegated budget.

- Local Governing Body Meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family Learning
- Parents’ Meeting
- Meetings of the PTA
- PTA organised events
- Services provided by Partner Organisations

Types of letting

The legal agreement to be used is affected by the nature of the letting. The school should determine which of the below is the most appropriate agreement given the circumstances:

- Letting Contract – to be used for the majority of lettings except where conditions for a Licence to Occupy or lease apply (see below).
- Licence to Occupy – for agreements where the hiring organisation will be granted sole use of the facility for more than 8 hours per week, on a regular basis, during term time, over a period of 12 months or more and where the school maintains the right to use the facility when not occupied by the hiring organisation.
- Lease – for agreements where the hiring organisation will be granted sole use of the facility for the duration of the agreement e.g. renting an ex caretakers house, a private counsellor (not linked to the school) renting a room in the school.

Hire agreements are to be issued by the school and may be signed by the Local Governing Body or Headteacher on behalf of The Trust.

Licences to occupy must be approved by the Trust but may be signed by the Local Governing Body on behalf of The Trust.

The Trust must be aware of all letting agreements.

All income from lettings will be paid into the academy bank account and treated as unrestricted funds.

Practical Arrangements

To ensure that the letting remains compatible with school needs the following conditions form an essential aspect of the lettings policy;

- The duration of the letting shall fall within a timeframe that is acceptable to the school
- Access to the building is not normally available before 6.30pm on school days and may not be permitted beyond 10.00pm at night.

Applications

All correspondence and applications for the hire must be made directly to the School via the school office. All applications are subject to approval. No letting will be regarded as booked until an appropriate application form has been completed, along with a hire agreement signed by both parties. A letter confirming the agreement will be sent to the hirer, along with copies of the Letting Agreement in confirmation of the booking. The hirer is expected to contact the school to make arrangements to finalise the specific requirements of the letting. This will involve a site visit to complete the hazard exchange information and letting induction checklist. Please see Appendix 1 & 2.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. The hirer will be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

The hire agreement is personal to the hirer and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the hirer.

Fees and charges

The Local Governing Body is responsible for setting charges for the letting of the school premises. The scale of charges will be reviewed annually for implantation from 1st September each year. Details of current charges will be provided in advance of any letting arranged. For the purpose of charging, the Headteacher is empowered to determine which category any particular individual organisation group belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour.

The school reserves the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting.

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Local Governing Body.

Duration of the Letting

The Local Governing Body shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

The Local Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Headteacher considers it necessary for any cause outside their control.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by The Local Governing Body.

The Local Governing Body reserves to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Hired School Equipment

Apparatus, furniture or equipment belonging to the school shall only be used for its proper purposes and when booked in advance and hirers own equipment should be used with prior consent. An overnight storage facility for hirers' own equipment is very limited in space and may not be granted. Events that would involve hirers' stage equipment and scenery remaining in place over a number of days cannot normally be accommodated during term time.

Care of School Premises

The hirer is responsible for everyone who is on the school premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or to be suspended from any part of the school premises.

No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture and fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Local Governing Body be damaging to the floor surfaces to be hired.

Intoxicating Liquor

Intoxicating liquor shall not normally be brought into or consumed at the school without the prior consent of the Headteacher. Where such consent is given it is on the understanding that the hirer complies with the Licensing Laws and provides evidence of such to the Headteacher.

Smoking

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the by-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Local Governing Body to use the school premises shall be immediately cancelled and the Local Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Local Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at least one week before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Local Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Local Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

The hirer shall be responsible for reimbursing the full cost of any damage caused by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Local Governing Body, its Servants or its Agents.

The hirer must indemnify the school in the minimum sum of £5,000,000 against all public liabilities and evidence must be provided before the let takes place.

The Public Liability Insurance must be taken out in the name of the hirer/organisation and not in the name of an individual. If the hirer cannot provide evidence of adequate cover the hire will not be permitted.

Parking Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Use of playing fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Use of Sports Hall, Dance Studio & Synthetic Pitch (Specific to The Friary School)

Any hire of the sports hall, dance studio or the synthetic pitch must be attributed to a named hiree who then takes on the responsibility for fulfilling the conditions of the hire.

Any hiring must be made on a termly basis and charges should be paid in advance.

CCTV is installed in the sports facilities to monitor lettings.

Any equipment put out by hirers must be removed at the end of the hire period and put back in the community store cupboard.

School permission must have been given for hirers to store their equipment in the community store cupboard.

The hirer is responsible for closing any windows or doors that they open.

All hirers must have left the sports facility building by 9.45pm and closed the outside door behind them in readiness for the building being locked up for the night.

Any late departures resulting in call outs or alarm activations will be charged a one off fee of £50.

All hirers must have leave the site by 9.45 pm.

During exam periods in the summer (typically 4-5 weeks) the sports hire will not be available for hire. The hirer will be advised of any exam periods prior to any letting agreement.

Failure of any hirer not abiding by the above conditions may result in the cancellation of a letting.

Health & Safety

Hirers of the school premises are required to give due attention to their own Health & Safety and to the Health & Safety of others.

In case of accident or emergency, please contact your designated member staff from school.

Prior to the letting taking place it is important that the hirer is aware of the following health & safety arrangements:

It is the responsibility of the hirer to make their own arrangements for the provision of first aid facilities.

Emergency exit routes are signed throughout the school building.

The hire of any specialist equipment in the school if permitted under the letting arrangements may only be used by an adult in the following circumstances:

If prior approval has been given by the Headteacher (via the letting arrangement).

If he / she has been appropriately trained or is able to demonstrate to the school prior knowledge, understanding and competence in its use.

After making a visual safety check of plugs and connections.

Once the appropriate equipment hire fee has been paid.

Equipment brought into school may only be used in the following circumstances:

If prior approval has been given by the Headteacher.

If he / she can confirm that it meets the appropriate safety standard and that its condition has been thoroughly checked in line with the regulations governing the periodic testing of portable electrical appliances.

If he / she can demonstrate competency in its use.

After making a visual safety check of plugs and connections.

Miscellaneous

The school kitchen and kitchens are not normally available for hire.

The hirer shall not sub-let the school facilities to any third party.

The cost of hire can be obtained by the school office, the following factors determine the cost:

- Area of school to be hired
- Length of hire agreement
- Any direct costs associated with the hire: Heat, light , power, cleaning, caretaking, wear and tear, equipment used



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AGREEMENT FOR THE USE OF SCHOOL PREMISES

AN AGREEMENT made..... (date) between

..... (Name of School) and

..... (Name of hirer/organisation)

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

- payment being made in full at least one week/month/term (delete as applicable) prior to the letting(s) taking place;
- the person in charge of your activity being shown the fire escape routes before the start of the letting;
- agree to make arrangements with the school to visit the site and complete a site checklist and hazard exchange form at least one week before the date of the hire.
- Public Liability insurance has been arranged for at least £5,000,000 in the name of the hirer/organisation.
- The Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

THE SCHEDULE

Area hired/additional facilities and equipment	Dates and Times of Hire	Cost of Hire

Signed by _____ Date: _____

On behalf of the Governing Body

Signed by the hirer _____ Date: _____

NOTE: Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.



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Hazard Exchange Information for Lettings

Premises Name & Address	
Details of Letting (Eg - Brownies)	
Contact Name	
Contact Telephone Number	

Section 1 - Premises Hazards

The School Business Manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

Hazards Identified & Notified to those Letting the Premises	Details / Location & Control Measures to be Taken

** Add more rows if required*

Section 2 - Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

Hazards Identified & Notified to those Letting	Details / Location & Control Measures to be Taken

** Add more rows if required*

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the School Business Manager and the person / group letting the building will be required to exchange written risk assessments.

School Business Manager (signature)	
Representative for those Letting the Premises (signature)	
Date	

Appendix 2



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Lettings Induction Checklist

Name of Client:	
Date of booking:	
School Business Manager:	
School Caretaker:	

	Y/N	Initials	Date
Has the letting client provided evidence of their current public liability insurance?	Y/N		
Has the client provided a method statement to the school outlining the details of their booking?	Y/N		

General	Y/N	Initials	Date
Has the school caretaker provided a contact number for the client for use in an emergency?	Y/N		
Has the school caretaker provided a contact number for the client for use in an emergency?	Y/N		
The school shall conduct regular testing of emergency lighting, water temperature & P.A.T	Y/N		
Any electrical equipment owned and used on site by the client must be P.A.T	Y/N		

Fire	Y/N	Initials	Date
The school shall provide a walkthrough of the fire evacuation routes and assembly point	Y/N		
Is the client aware of the location of the nearest call points and fire extinguishers?	Y/N		
Is the client aware of their responsibility to take a register of attendees in the event of fire?	Y/N		

Security	Y/N	Initials	Date
Has the client been made aware that no other parts of the building are accessible to them apart from the room/s they hired?	Y/N		
The client and their attendees must not arrive earlier than 30 minutes before the start of the booking if it is in the lecture theatre	Y/N		
The client/attendees must not attempt to gain access to any other areas of the building not specified in the hazard exchange form	Y/N		
The client and attendees must use staff toilets only in the main school building.	Y/N		

School grounds & car parking	Y/N	Initials	Date
The school shall provide external lighting to car parks during winter months	Y/N		
The school shall only provide clearing of snow from footpaths during snow fall during the normal school day.	Y/N		
The client and attendees MUST NOT under any circumstances park on the school site except when attending the clients classes/events	Y/N		
Clients and attendees must not park outside of marked bays or in a way that may cause obstruction	Y/N		
All vehicles parked at the school do so at their own risk. The school does not accept any responsibility for theft or damage caused to vehicles on the site.	Y/N		

Room management	Y/N	Initials	Date
The client shall be responsible for returning the room hired back to its original layout and in good, tidy condition.	Y/N		
The client must not store any items at the school unless by prior arrangement	Y/N		
Any chemicals used by the client (for example: paint, white spirit) a COSHH SDS should be provided <i>No chemicals should be flushed down sinks or left in the room under any circumstances</i>	Y/N		
4. Any of the school's electrical equipment should not be used (including computers) must not be used without prior arrangement	Y/N		

I have received an induction and agree to abide to the school's procedures in relation to my letting.

I understand that the school will review its letting policy annually.

Signed:

Date:

The Client
I have received an induction and agree to adhere to the school's procedures in relation to my letting. I understand that the school will review its lettings policy annually.
Signed
Date:

The school	
Name	Signed
Position	
Date:	

School Name	
Name of organisation	
Contact Name	
Contact Telephone Number	

Section 1 - Premises Hazards

The School Business Manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

Hazards Identified & Notified to those Letting the Premises	Details / Location & Control Measures to be Taken

** Add more rows if required*

Section 2 - Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

Hazards Identified & Notified to those Letting	Details / Location & Control Measures to be Taken