

LETTINGS POLICY 2021-23

Potteries Educational Trust



Policy Family	Finance
Reference	FIN-07

Responsible Manager	Chief Financial Officer
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Aim

The Potteries Educational Trust (PET) has established a Lettings Policy which aims to ensure the use of the facilities within all of the trusts academies are utilised to the fullest potential. It is intended that the premises and sporting facilities are available firstly, for the benefit of our students and secondly, for our school and college communities consequently providing the Trust with additional financial income.

Scope

This policy and associated Financial Regulations and Procedures apply to the Potteries Educational Trust, which includes a number of member organisations. Collectively, the member organisations within the trust are referred to as the Trust.

Policy

1 Introduction

The Potteries Educational Trust is committed to making the best use of the facilities occupied by its constituent academies. When not required by the academies, the premises may be let to external organisations. The needs of the pupils are paramount and will always take precedence over external lettings. The purpose of this policy is to ensure that:

- lettings are consistent with the fundamental purpose and policies of the Trust;
- the Trust supports the community in sporting, cultural and educational pursuits;
- the Trust provides fair access to school facilities;
- the Trust maximises the commercial opportunity for lettings;
- the cost to the academy (e.g. caretaking, utilities) is at least covered by the hire charges;
- the appropriate information is available to Hirers in advance.

2 Definitions and categories

A letting may be categorised as:

Delivering excellence and inspiring futures

- Community, e.g. local Scout group,
- Commercial, e.g. professional sports club
- Private, e.g. a wedding reception

Lettings can be single use, i.e. on one particular occasion or regular use, i.e. the same day each week. Use of the school/academy premises outside normal hours by the school/academy or on behalf the school/academy are not subject to the charging elements of this policy.

3. Roles and responsibilities

The Board of Trustees is responsible for:

- approving this policy and ensuring that it is reviewed regularly
- setting the hire charges for the letting of the academy premises and reviewing it regularly
- setting the Terms and Conditions of Hire for lettings
- approving the Health and Safety Policy and ensuring it is reviewed regularly
- ensuring that the Trust has appropriate insurance arrangements in place.

The Chief Financial Officer is responsible for ensuring that Headteachers / Principals and School Business / Finance Managers are aware of their responsibilities relating to this policy.

The Headteachers/Principals and School Business / Finance Managers are responsible for ensuring that Site Staff and Lettings Administrators are aware of their responsibilities relating to this policy.

The School Business / Finance Managers are responsible for ensuring that the lettings procedures are followed at their relevant academies.

Hirers are responsible for adhering to the procedures and Terms and Conditions of Hire (appendix 1).

4. Charges

The Trust reserves the right to make a charge for the use of the academy premises. The charge will vary depending on the facilities used and the category of the letting. Academy Business / Finance Managers maintain a list of the hire charges.

Details can be obtained by contacting the specific academies reception, and asking to speak to the Academy Business or Finance Manager.

5. Terms and Conditions of Hire

- The Hirer's acceptance of a booking confirmation is deemed acceptance of our Terms and Conditions of Hire (appendix 1)

6. Procedures

- All booking requests are made through the specific academy office and passed to the designated Lettings Administrator in the academy, who checks availability, confirms the charges and issues the appropriate forms.

- Booking Forms and Terms and Conditions of Hire Forms must be fully completed by the Hirer in advance.
- On receipt of the completed forms, the Lettings Co-ordinator checks the details.
- Successful bookings are then confirmed in writing to the Hirer.
- The Lettings Diary is updated and the forms are filed.
- The Hirer will be invoiced in accordance with the Trust's financial procedures.
- Academies may wish to seek a deposit or full payment in advance of the letting.
- If the Hirer is dissatisfied with any aspect of the letting, the Trust's Complaints Procedures will be followed.

7. Insurance

The hirer is responsible for providing Public Liability Insurance to the value of £5,000,000 (five million pounds) that will indemnify the relevant academy 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 Board of Trustees, its Servants or its Agents. It may be possible for small community groups to arrange such cover via the Academy's own risk protection arrangements. Further details can be obtained from the Academy Business or Finance Manager.

8. Health and Safety & First Aid

The hirer is required to take all necessary and appropriate action to ensure that all relevant legislation and codes of practice for health and safety are met in full at all times. This includes ensuring that safe working conditions and risk assessments for the health, safety and welfare of personnel using the school premises and facilities are provided.

The hirer must report any defects in premises or equipment which relate to or may affect the health and safety of personnel using our facilities.

First aid is not provided and the hirer is responsible for making its own arrangements for first aid provision. All accidents must be reported to the Site Manager / Site Supervisor on duty.

Fire evacuation notices are displayed throughout each academy within the Trust. All hirers should ensure that users are aware of the fire exits.

Further specific guidance in relation to lettings, and relevant aspects of Health and safety, accident reporting and evacuation protocols can be obtained from the Academy Business / Finance Manager or Site Manager at the relevant academy where the letting is taking place.

9. Safeguarding Children

It is the responsibility of the Hirer to ensure that all individuals associated with their activity working or volunteering with children, have received an appropriate and valid Disclosure and Barring Service (Criminal Records) check, including a check against the Children's Barred list where appropriate. More information about the Disclosure and Barring Service, and what activities qualify is available at www.gov.uk/disclosure-barring-service-check/overview and www.gov.uk/government/publications/dbs-check-eligible-positions-guidance

10. Care of Academy Premises

The Hirer is responsible for everyone who is on the Academy's premises for the activities they are organising and generally for everyone who comes on to the parts of the Academy's 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 nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The Hirer shall ensure that no persons using the permitted area wear shoes with stiletto heels or other footwear which may in the opinion of the Board of Trustees be damaging to the floor surfaces to be hired. Hirers of Dance Studio's and Astro Pitches should take particular care to ensure that the rules of use are adhered to.

11. Academy Equipment / Furniture

Apparatus, furniture or equipment belonging to the academy must only be used for their proper purposes. Any academy equipment used must be returned to its normal storage place. P.E. mats must be stored flat. Any equipment found to be damaged at the beginning of a session must be brought to the attention of the Site Manager / Site Supervisor at the earliest opportunity. Any equipment damaged during a session must be reported to the academy at the time of damage or within 48 hours afterwards. The Hirer shall be responsible for reimbursing the full cost of any damage to the premises, furniture and equipment occasioned by users.

12. Electrical Equipment

Hirers wishing to bring onto the academy premises any mains operated equipment must obtain permission from the relevant academy beforehand and satisfy that the items have been tested within the previous 12 months by a person approved by the academy. The testing of appliances by the academy can be arranged for a small charge subject to availability.

13. Food & Alcohol

The consumption or preparation of food is only permitted in designated dining and canteen seating areas unless prior written permission has been obtained from the relevant academy. Exception to this is where the session is a food preparation class such as Cookery or Cake Decorating.

The use of any of the Trust's kitchen areas must be agreed, in writing, with the Academy Business / Finance Manager and Catering Lead at the academy beforehand. In such circumstances only the hard surfaces, sinks and hot water boiler may be used. Refrigerators and freezers must not be used. The Hirer must provide all crockery and cutlery.

The consumption of alcohol is not permitted on the premises without prior written approval by the relevant Academy Business / Finance Manager and Catering Lead beforehand. If approval is granted it must be noted that none of the academies within the Potteries Educational Trust hold a licence for the sale of alcoholic drinks and that the Hirer is responsible for complying with the licensing laws.

14. Smoking

Smoking is not permitted indoors across any part of the academy premises across the Trust. This also includes car parks, Astro-Pitch, and other open space/grounds. The only exception to this is a small number of smoking areas at some of the Trust sites. This applies to all spectators and other visitors and

the Hirer is responsible for ensuring that this rule is observed. Please see the relevant Academy Business / Finance Manager or Site Manager / Site Supervisor for further site specific information on smoking areas.

15. Site Security

Many of the external doors in each academy are fitted with an electrical locking system, preventing access to buildings. Users of the premises must not prop these doors open, as this will compromise the security of the building. The automatic locking system does not prevent egress from the building.

A CCTV surveillance and recording system is operated by each of our academies for the safety and security of those using the academy in most areas of the building and surrounding grounds.

16. Other Guidance

Other specific guidance with regards to lettings, and relevant aspects of Health and safety and evacuation can be obtained from the Academy Business / Finance Manager or Site Manager / Site Supervisor at the relevant academy within the Trust.

17. Monitoring and Review

This policy will be reviewed every two years, or earlier, following a significant change in guidance or legislation.

Implementation

Implementation of this policy will be the responsibility of the Chief Financial Officer and School Business / Finance Managers and Site Managers, who will act on behalf of the Trust in matters relating to the hire of facilities (lettings).

Communication

This policy will be circulated to appropriate staff across the trusts academies and is also available on the Potteries Educational Trust website.

Monitoring

The responsible manager named on the front of this policy is responsible for ensuring that this document is kept up to date and revised as appropriate, seeking management and/or trustee approval in advance of the review date so that a new version can be communicated to staff and stakeholders in a timely manner.

Appendix 1 – Terms and Conditions of Hire General

- 1.1 The hiring of the academy premises is permitted only on these conditions and the Trust retains an absolute right to refuse the letting of the premises. Acceptance of a booking confirmation is deemed to be acceptance of these conditions. The Hirer must nominate at least one person who will be on site during the period of the letting to ensure that these conditions are adhered to. The relevant academy may terminate the letting if any of the Conditions of Hire are not adhered to.
- 1.2 The Hirer must be over the age of 18, have completed the Booking Form and have adequate Public Liability Insurance cover (£5,000,000) in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- 1.3 The Lettings agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the premises to them or of creating any tenancy between the school/academy and the Hirer.
- 1.4 The Hirer is forbidden to use or allow any activities with illegal or immoral purposes. Any event deemed to bring the Trust's name into disrepute can be cancelled at any time.
- 1.5 The Hirer must observe the relevant copyright and public entertainment laws.
- 1.6 All publicity for the hiring must be approved by the Headteacher/Principal or Academy Business / Finance Manager in advance. Notices can only be displayed within the academy site with prior agreement of the Headteacher / Principal or Academy Business / Finance Manager. The Hirer must inform the academy if interest from the media is expected.
- 1.7 The Hirer will not assign or sub-let the booking to any other party.
- 1.8 The Trust does not accept responsibility for any accident or injury or loss or damage of property that may occur during the period of the letting.
- 1.9 The Trust reserves its right of access to the premises during the letting.
- 1.10 The Trust reserves the right to impose special conditions in respect of any letting to protect its property or employees. Any special conditions will be confirmed to the Hirer in writing prior to the letting.

2. Health, Safety and Security

- 2.1 Safeguarding children and young people is of paramount importance. Hirers may be asked to produce or undergo DBS checks and produce appropriate qualifications.
- 2.2 The Hirer must make him/herself aware of the Trust's Health & Safety Policy and Emergency Procedures and abide by the rules. Fire exits and routes must be kept clear at all times.
- 2.3 The Hirer is responsible for carrying out their own risk assessment of their activity/event.
- 2.4 Smoking is not permitted within the school/academy buildings or grounds.
- 2.5 No intoxicants, including alcohol shall be brought onto or consumed on the premises.
- 2.6 Refreshments may only be consumed on site by prior agreement.
- 2.7 Electrical equipment may only be brought onto academy premises by prior agreement.
- 2.8 Parking is only permitted on site by prior agreement. If car parking is allowed, vehicles must not cause an obstruction and a 5mph speed limit must be observed.
- 2.9 Fireworks, candles and equipment of an inflammable, explosive or dangerous nature are not permitted on the premises.
- 2.10 Academy equipment cannot be used without prior consent. The Hirer must ensure that the fabric, fittings and contents of the building/grounds are not interfered with or misused in any way. Students' work must not be touched.
- 2.11 The number of people attending the event must not exceed the numbers indicated on the booking form. The Hirer is responsible for providing adequate supervision to maintain order, safety and good conduct and where applicable, must adhere to the correct adult/pupil ratios at all times.
- 2.12 Only the areas hired can be used during the letting period.
- 2.13 The area must be left clean and tidy after the event. Chalk, resin or polishing materials may not be used on floors.

- 2.14 Any damage must be reported immediately to the Site Manager / Site Supervisor.
- 2.15 Rubbish must be bagged up and put into the bin.
- 2.16 The Hirer must ensure that people attending the event understand that they do so at their own risk.
- 2.17 The booking form must include set-up and clear-up time and the event cannot exceed the times booked.
- 2.18 The Hirer is responsible for making his/her own First Aid arrangements.
- 2.19 The Hirer must take security precautions and on no account leave doors propped open or leave the site vulnerable to intruders in any way.
- 2.20 Any accidents or near misses that occur must be reported to the School Business / Finance Manager at the earliest opportunity.

3. Hire charges

- 3.1 Charges are reviewed annually and are held on file by each academy
- 3.2 If the event exceeds the booking time or requires a call out to the Site Manager / Site Supervisor, extra charges may be levied.
- 3.3 The Hirer agrees to pay the academy the cost of any repairs or making good any loss or damage arising out of or incidental to the hiring.
- 3.4 The academy reserves the right to charge 25% of any booking cancelled less than two weeks before the date of the event.

Signed: (Hirer)

Print name:

Name of organisation:

Date:

BOOKING FORM & CONDITIONS OF HIRE

Name of Applicant/Organisation:	
Academy Where Hire is Intended:	
FA Affiliation No (if applicable):	
Start Date:	End Date:
Time of Hire:	
Day of the week you wish to hire the facility:	
Please indicate which facility you wish to hire:	
Astro Pitch <input type="checkbox"/>	Astro Half Pitch <input type="checkbox"/>
Classroom <input type="checkbox"/>	Conference Room <input type="checkbox"/>
Dance Studio <input type="checkbox"/>	Lecture Theatre <input type="checkbox"/>
School Hall <input type="checkbox"/>	Sports Hall <input type="checkbox"/>
Other specified facility: _____	
Please note not all facilities are available at all the Trust academy sites	
Please provide two contact names, addresses and telephone numbers or your booking cannot be processed.	
1. MAIN CONTACT AND PERSON RESPONSIBLE FOR HIRING THE FACILITY	2. TREASURER OR PERSON RESPONSIBLE FOR PAYMENT OF INVOICES
Name:	Name:
Address:	Address:
Post Code:	Post Code:
Daytime Tel. No:	Daytime Tel. No:
Evening Tel. No:	Evening Tel. No:
Email:	Email:
	(Invoices will be emailed to this address)

Official Position, if applicable:	Official position, if applicable:
Signed:	Signed:
Date:	Date:

Does your activity involve contact with children or vulnerable adults? YES NO

If yes, I understand it is our responsibility as hirer to ensure that all employees or volunteers working with children or vulnerable adults have received the appropriate Disclosure and Barring Service (Criminal Records) checks in accordance with the requirements of the Disclosure and Barring Service (full guidance available from www.gov.uk/disclosure-barring-service-checks/overview).

We confirm that we have seen evidence that required Disclosure Checks have been carried out on all appropriate individuals responsible for the proposed activities and we are satisfied that based on this information they do not present a risk to children/vulnerable young adults.

Public Liability Insurance cover (minimum £5,000,000) copy provided YES NO

DECLARATION

I / We have read, understood and agree to abide by the conditions of hire.

Signed: _____ **Date:** _____

On behalf of: _____ *(Club / Organisation)*

Block bookings are allowed from registered users only. Bookings will be paid by invoice, one month in arrears. Failure to settle an invoice in full will result in the booking being cancelled and the School seeking financial redress.

Please return this completed form to the Academy Business / Finance Manager or Lettings Administrator at the specific academy.

Contact details can be obtained by ringing the academy and speaking to a member of staff on the reception