POLICY

For

Lettings

Apr 2016 (new)	Sep 2019	Sep 2022	Sep 2025
May 2017	Sep 2020	Sep 2023	
Jun 2018	Sep 2021	Sep 2024	

Striving for excellence, caring for all
Within a loving and caring Christian environment.

Contents

Use of School Premises.....Page 3
Responsibilities of the Governing Body.....Page 3
Conditions of use.....Page 3
Insurance.....Page 4
Charges……..Page 4
VAT.....Page 4
Breakfast/After School Clubs and activities ……Page4

Appendices

a) Conditions of Letting..... Page 5 - 7
b) Application for Hire of School Premises …… Page 8 - 9

Hiring of Abbey Academy Trust Premises

Our Academy Vision

We are a community in which everyone is offered the opportunity to fulfil their full potential, to understand themselves and be valued for who they are. Through a stimulating and challenging learning environment, we pursue academic excellence and seek the flourishing of all. This is because we know we are all God's children.

"Do all the good you can, by all the means you can, in all the ways you can, in all the places you can, at all the times you can, to all the people you can, as long as you ever can." John Wesley

Use of School Premises
The use of school premises both during and outside school hours is under the control of the Local Governing Board, subject to any directions that may be given (e.g. concerning the availability for community use) and other statutory requirements.

The CEO/Executive Headteacher/Headteacher/Head of School and Governors must be assured that the purpose for which the premises are hired will not result in controversy, disrepute, legal action or disorderly behaviour. This includes ensuring that the premises will not be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

When making a decision to let school premises guidance issued by LCC Safeguarding in respect of managing safeguarding when working with self-employed people hiring school premises to provide regulated activity to children should be taken into account.

Responsibilities of the Governing Body
The Governors will ensure that the area and any furniture or equipment being hired is in a suitable condition for use by the hirer.

The Governors will ensure, as far as is reasonably practicable, that there are no risks to health and safety.

If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes will be in place to allow users to evacuate safely.

All areas that are hired will be accessible to people with special needs and disabilities.

The Governors are responsible for the security of school premises when they are hired out to other users. Keys will only be given out to hirers in exceptional circumstances and must be signed for. The responsibility for the security of these keys will be with the hirer. If keys are lost or misplaced the school must be notified immediately. There will be a charge of £100 for the replacement of lost keys.

If keys are not granted, the premises must be locked/unlocked by an employee engaged by the school.

Conditions of Hire
Any bookings are processed through the Executive Administrator/Senior Administrator.

For every hire (with the exception of repeat bookings) the Hirer must complete, sign and retain a copy of the Application for Hire of School Premises (Appendix B).

By signing the Agreement Form the Hirer agrees to the terms set out in the Conditions of Letting (Appendix A).

All Hirers should make themselves aware of the emergency procedures, fire-fighting equipment and information displayed in the area of hire.

The Hirer must ensure that the area and any furniture or equipment being hired is in a suitable condition for use.

No smoking is allowed in any area of the school and its grounds and is made clear in the conditions of hire.

The Governors retain the right to refuse or cancel any booking.

Insurance
All hirers should be covered by public liability insurance. A copy of the certificate must be provided prior to the letting.

Charges
Governors retain the right to fix whatever charge they consider is appropriate for hire. This will include consideration of the additional heating, lighting and cleaning costs associated with an out-of-hours activity as well as any overtime payments to staff to open and close the premises.

The Governors reserve the right to subsidise certain users.

Fees should be paid within 30 days of invoicing.

VAT
Charges for hiring of halls and classrooms are usually exempt from VAT. Sports facilities are subject to VAT except when certain conditions are met for a series of ten or more hiring by a school, club or association.

The hire of catering facilities for use by the hirer will similarly be exempt from VAT but any catering provided by the school to the hirer will be standard rated.

Breakfast and After School Clubs and Activities
If these are organised and run by the school, no licence, lease or hire agreement is required. A member of school staff must be involved in every session.

ABBEY ACADEMIES TRUST

LETTINGS OF EDUCATIONAL ESTABLISHMENTS
CONDITIONS OF LETTING

1. The hirer shall pay the fee requested no later than 30 days of receiving an official invoice.

2. The use of premises must be restricted to the use and accommodation specified on the letting permit.

3. Representatives of the Governors shall, at all times, have free access to the premises for the purpose of inspection.

4. The Governors reserve the right to cancel any letting at any time without compensation.

5. It is the hirer's responsibility to ensure that your staff and volunteers have the correct Disclosure and Barring checks through the Disclosure and Barring Service (DBS) and we reserve the right to request evidence of this if we see fit. Below is the DBS eligibility criteria, classed as regulated activity and applicable for anyone that has contact with children and vulnerable adults. For full details regarding the DBS and eligibility for checks please refer to www.gov.uk and search for DBS:

   Children and young people:
   The definition of regulated activity (i.e. work that a barred person must not do) in relation to children comprises, in summary:

   (i) unsupervised activities: teach, train, instruct, care for or supervise children, or provide advice/ guidance on well-being, or drive a vehicle only for children
   (ii) work for a limited range of establishments ('specified places'), with opportunity for contact: e.g. schools, children's homes, childcare premises. Not work by supervised volunteers

   Regularly means carried out by the same person frequently (once a week or more often), or on 4 or more days in a 30-day period, or overnight.

   Vulnerable Adults:
   (i) Healthcare: if you or a member of your staff, or volunteer, are a regulated health care professional or are acting under the direction or supervision of one, for example doctors, nurses, health care assistants and physiotherapists
   (ii) Personal care: provide assistance with washing and dressing, eating, drinking and toileting or teaching someone to do one of these tasks
   (iii) Social work: provision by a social care worker of social work which is required in connection with any health services or social services
   (iv) Provide assistance with a person's cash, bills or shopping because of their age, illness or disability
   (v) Provide assistance with the conduct of an adult's own affairs, for example, lasting or enduring powers of attorney, or deputies appointed under the Mental Health Act
   (vi) Conveying: conveying adults for reasons of age, illness or disability to, from or between places where they receive healthcare, personal care or social work. This would not include friends or family or taxi drivers

   There is no longer a requirement to do activities a certain number of times before a person is engaging in regulated activity

6. If the hirer is self-employed school may be able to assist in an application for a DBS check. In this case the hirer must undertake to register with the DBS Update service and consent to school checking the service on a regular basis to check for new information (minimum 6 monthly).

7. If the hirer is self-employed, you will be asked to provide details of any other school(s) you have been working with for the purposes of reference and details of any regulatory body with which you are registered.

8. If the activity you are hiring the venue for includes regular contact with children, young people or adults at risk then it would be expected that you have a safeguarding policy and procedure in place. Please include a copy of your policy.

9. The Trust will follow their own managing allegations/safeguarding policies (including informing the LADO as appropriate) when they receive an allegation about an individual or organisation concerning incidents that happen when the Trust's premises are being used by external providers.

10. The Governors exercise the right to vary the hiring fee to cover any increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.

11. Cancellations not notified at least 5 working days in advance of the booking will be charged in full.

12. The hirer shall be required to pay for any breakages, losses or damage to property arising out of the letting.

13. Furniture or equipment must not be removed from the premises.

14. No fixtures or decorations of any kind requiring nails or screws to be driven into the property are permitted.

15. No notice, either temporary or permanent, may be affixed to school noticeboards or displayed on the school premises without prior permission.

16. The Governors shall not be responsible for any loss or damage to any property whatsoever or death or injury to any person whosoever. Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect.

17. The sub-letting of any premises is prohibited.

18. Hirers utilising the premises on a regular basis must renew their hire agreement annually if they wish to continue the booking. The agreement is valid for a maximum of 12 months and will not automatically renew.

19. The hirer must not use, permit or allow school premises to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

20. Intoxicating liquor shall not be sold or supplied on educational premises without the express consent of the Governors and the obtaining by the hirer of an occasional licence.

21. The hirer shall ensure that activities are conducted in an orderly manner and that the right to use the premises is exercised in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.

22. The Governors do not accept any liability in respect of the parking of any vehicle at the premises connected in any way with the application or letting of the premises during the letting period.

23. It is a condition of letting that if you use your own electrical equipment in the premises it must be connected to the premises' electricity supply via a portable plug or adaptor fitted with a residual current device (RCD) which should have been tested prior to use. If an RCD is not provided in the room you are hiring you must provide your own.

24. The Hirer shall obtain at their own expense all the necessary licences required in connection with the letting.

25. A licence is required for the public performance of any sound recordings. A licence covering most music can be obtained from PPL PRS Limited -0800 072 0808; https://pplprs.co.uk/contact/.

    Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.

26. The charge for accommodation includes the use only of furniture within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to the circumstance.

27. On days when the school is in session, articles such as pianos, tables, flowers, etc. may not be delivered at the school before 4.30 p.m. on the day of use unless arrangements for early delivery are made with the Chief Operating Officer/Senior Administrator.

28. The hirer shall proceed to remove all chairs or other furniture, decorations and any other materials introduced into the premises within a reasonable time after the period of hire.

29. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval.

30. The wearing of footwear likely to cause damage to floors is not permitted. Persons found wearing such footwear will not be permitted to enter the premises.

31. **Stage Lighting, Audio and Visual Equipment**

    a. The switchboard and equipment may be operated only by competent persons approved by the Governors. A member of school staff may be available by arrangement with the Executive Administrator/Senior Administrator, an additional charge being made for this service
    b. The hirer must, by arrangement with the Executive Administrator /Senior Administrator, visit the establishment on the first day of hiring in order that a 'hand-over' may be made to ensure that the equipment to be used is in satisfactory working order. A similar 'hand-over' to take place at the end of the letting

32. **Playing Fields and Artificial Playing Surface**

    a. The hirer must ensure that the use of the playing field will not prejudice it's use for normal school purposes
    b. Full supervision by a responsible adult must be undertaken whilst the field is being used
    c. Motor vehicles must not be taken on to the school playing field
    d. Food and drink must not be taken on to the artificial playing surface

33. **Car Park**

    a. Parking outside designated bays, in restricted areas (in front of fire doors/gates, on yellow hatched areas or disabled spaces without authorization), or overnight is prohibited
    b. Activities that cause a nuisance, disturbance, or are unsafe are not permitted
    c. Car maintenance, including oil changes or repairs, is prohibited
    d. The car park may not be used for selling goods or services or for any other commercial activity without prior permission
    e. The storage or handling of flammable materials or substances is prohibited.
    f. **The hirer must** keep the car park clean and dispose of waste properly off-site
    g. The hirer must ensure that the use of the car park will not prejudice it's use for normal school purposes
    h. Int the case of unattended lettings, **the hirer must** ensure that the gates are secured at the end of the letting

34. The school grounds, building and equipment are the day to day surroundings for the children of the area. Within the limits of resources available, the school staff and the Governors keep these facilities to the highest possible standard in the interests of the children. Organisations and individuals using these facilities are required to maintain these standards.

Appendix B

APPLICATION FOR HIRE OF SCHOOL PREMISES

Name of Premises: **Bourne Abbey C of E Primary Academy**
Bourne Elsea Park C of E Primary Academy
Colsterworth C of E Primary School (delete as appropriate)

Applicant's Name …….

Applicant's Address ……

……

Applicant's Contact No: Day …… Evening…….

Applicant's Email: ……

Organisation Name: ……

If required are your staff/volunteers Disclosure and Barring Service checked (see notes 5 & 6)? Yes/No

Does your group have a safeguarding policy/procedure (see note 8)? Yes/No

Details of your Public Liability Insurance:

Company: …… Renewal Date: ……

Policy No: ……..

Limit of indemnity: …… Amount of excess: ……

Does the policy include:

An indemnity to principal Clause: Yes/No Cover for liability assumed under contract: Yes/No

Please give details of any exclusions/conditions/warranties: ……..

Date(s) Facility Required: ……..

Purpose: ……

Numbers attending: ……..

Times: Start: …… Finish: ……..

Access: …… Leave: ……..

Facilities Required (please be specific):
……

……

I declare that to the best of my knowledge and belief the information given by me above is correct. I agree to abide by the conditions of letting and the rules and regulations for the hire of the premises.

Signature of applicant: …… Date: ……

For completion by Executive Administrator/Senior Administrator

Facilities available Yes/No

Site Manager/Caretaker informed Yes/No

The lettings charge is provisionally assessed at: £

Signed: …….. Date:……

Name: …… Title: ……

Approved By CEO/Executive Headteacher/Headteacher/Head of School:

Signed: …….. Date:……

Name: …… Title: ……