



Cleves School  
Learning Together

# LETTINGS POLICY 2021-22

Reviewed on	April 2021
Reviewed by	Resources Committee on behalf of The Board of Trustees of Cleves School
Review cycle	Annual
Next review date	Spring Term 2022

## INTRODUCTION

The Trust and the Funding Agreement between the EFA and Cleves Academy Trust requires that the academy will be 'at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community'. However, the overriding aim of the Board of Trustees is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's General Annual Grant (GAG) (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school.

## DEFINITION OF A LETTING

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Board of Trustees meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's GAG.

## CHARGES FOR A LETTING

The Board of Trustees is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The specific charges levied will be reviewed annually, during the summer term, by the Resources Committee for implementation from the beginning of the next academic year. Current charges will be provided in advance of any letting being agreed. A minimum charge period of 1 hour applies.

## MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Business Manager is responsible for the overall management of lettings, in accordance with the

Trust's policy. Where appropriate, the Business Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Business Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Resources Committee, which is empowered to determine the issue on behalf of the Trust

## THE ADMINISTRATIVE PROCESS

Organisations seeking to hire the school premises should approach a member of the administration team, who will identify their requirements and clarify the facilities available. A Booking Form should be completed at this stage (signing this is in agreement to Ts & Cs on the reverse of form). The Trust has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trust's current scale of charges. The school reserves the right to request a security deposit to be determined at the time of booking.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

## TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

## STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire 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 school to them or of creating any tenancy between the school and the hirer.

Hirers who are providing facilities before, during and after school time or at any time that involves the supervision or activities with children must provide an Enhanced DBS for every adult that will work with children including any substitute providers. These will be recorded on the school's Single Central Register.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. They must hold an up to date First Aid certificate and evidence of recent

safeguarding training. The School also requires a copy of the safeguarding policy.

## **PRIORITY OF USE**

The Business Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

## **ATTENDANCE**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

## **BEHAVIOUR**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

## **PUBLIC SAFETY**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

## **OWN RISK**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. Hirers cannot use school facilities they have not booked and the school accepts no liability for this.

## **DAMAGE, LOSS OR INJURY**

The Hirer warrants to the Trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

## **INSURANCE FOR ONE OFF LETTINGS**

Individuals should be asked whether they have any relevant insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

If the Hirer does not have their own insurance, then cover can be arranged by the school for an

additional charge.

## **ACCIDENT OR INJURY**

The Trustees do not accept any responsibility for any accident or injury or loss of property that may occur to or be sustained by, persons using the premises during the period of the letting.

## **FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. We ask that hirers leave the room as found. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **SCHOOL EQUIPMENT**

This can only be used if requested on the initial application form, and if the Business Manager approves its use. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

## **ELECTRICAL EQUIPMENT**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

## **CAR PARKING FACILITIES**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

## **TOILET FACILITIES**

Access to the school's toilet facilities is included as part of the hire arrangements.

## **FIRST AID FACILITIES**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. The school's resources will not be available.

## **FOOD AND DRINK**

Various conditions apply depending on the space and activity booked.

## INTOXICATING LIQUOR

No intoxicants shall be brought on to or consumed on the premises without permission from the Business Manager. The responsibility for obtaining a liquor licence should this be required lies with the hirer.

## SMOKING

The whole of the school premises is a non-smoking area, and smoking is not permitted, including E-cigarettes.

## FOOTWEAR

Various conditions apply according to the space or activity booked. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## SUB-LETTING

The Hirer shall not sub-let the premises to another person.

## CHARGES

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

## VARIATION OF SCALES FOR CHARGES OR CANCELLATIONS

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board of Trustees on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

## SITE SECURITY

The Trustees will hire and pay for a person to be responsible for the unlocking and locking of the premises. Hirers should be aware that there may not always be someone on site for the duration of the let, however hirers will be provided with contact numbers should there be a site security issue.

This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Keys will not be available to any person without the express permission of the Headteacher/ Business Manager of the school.

## RIGHT OF ACCESS

The Trust reserves the right of access to the premises during any letting. The Headteacher or members of the Senior Leadership Team or trustees from the Children Achievement and Wellbeing Committee may monitor activities from time to time. Hire of premises to start no earlier than 7.30am.

## CONCLUSION OF THE LETTING

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

## VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and by 10 p.m. at the latest. Lettings finishing later than 10 p.m. may only be approved on an exceptional basis by the Headteacher/ Business Manager. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the Playing Fields. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures in the event of fire or other emergency, including lockdown procedures.

## PROMOTIONAL LITERATURE/NEWSLETTERS

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Business Manager a week prior to distribution by the Hirer.

## REGISTER

Hirers must retain a register of all children attending their club and make this available to the school as required.

## CANCELLATION OF THE CLUB/ACTIVITY

If the club/activity has to be cancelled at short notice for any reason it is the provider/hirers responsibility to contact the parents of all children to collect children and/or make alternative provision to supervise these children until they are collected. The school will not be responsible for making these arrangements or supervising children whose parents have not been contacted or have not collected their children. Charges may apply should this happen.

### Letting Charges (September 2021)

	Weekdays (Term time) Before 6pm (PER HOUR)	All day, Saturdays & Weekdays after 6pm (Including all day non term time) (PER HOUR)	Sundays (PER HOUR)
<b>Sports Centre</b>			
Main Hall	£40.00	£50.00	£60.00
½ Main Hall	£25.00	£30.00	£40.00
Dance Studio	£25.00	£35.00	£40.00
Seminar Room or Classroom	£15.00	£30.00	£40.00
<b>Sports Pitch/ Playground/ Multi Use Games Area (MUGA)</b>			
Training (Half field)	£15.00	£25.00	£30.00
Whole Field	£25.00	£35.00	£45.00
Changing rooms	£15.00	£20.00	£25.00
MUGA/Playground	£15.00	£25.00	£30.00
<b>Performance Hall</b>			
Whole Suite	£35.00	£55.00	£60.00
Mezzanine	£15.00	£25.00	£30.00
<b>Dining Hall</b>			
Dining Hall	£13.00	£25.00	£40.00
<b>Music Room</b>			
Music Room	£5.00	£20.00	£25.00
<b>Resource Centre</b>			
Resource Centre	£15.00 without c/room	Learning Development 5	£10.00
<b>Staffroom</b>			
Staffroom	£10.00	£20.00	£30.00
<b>Atrium</b>			
Atrium		£20.00	£30.00
<b>Year 6 Central</b>			
Year 6 Central	£15.00	£30.00	£40.00
<b>Extras</b>			

Insurance	Stage Lighting	Piano/ PA/ Projector & Screen
15% of total cost (Min £5.00)	£10 extra flat rate	£6 extra flat rate per item

These charges can be varied at the Headteacher's discretion.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

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### **STATUS OF THE HIRER**

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### **PRIORITY OF USE**

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### **ATTENDANCE**

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### **BEHAVIOUR**

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### **OWN RISK**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **DAMAGE, LOSS OR INJURY**

The Hirer warrants to the Board of Trustees that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **INSURANCE FOR ONE OFF LETTINGS**

Individuals must provide appropriate evidence of relevant insurance to cover their personal liability for the purposes of the let. Confirmation from the insurers that the event is covered and the policy is in force on the relevant date must be provided. The minimum acceptable limit of liability should be £2m. If the Hirer does not have their own insurance, then cover can be arranged by the school for an additional charge.

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## **TOILET FACILITIES**

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## **FIRST AID FACILITIES**

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## **CHILD PROTECTION**

In addition to the user's liability in respect of health and safety concerns referred to elsewhere in this agreement, the user specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection. The Board of Trustees specifically reserve the right to terminate the hire agreement with immediate effect if the user does not have such arrangements in place and fails to take immediate steps to put them in place. In such circumstances the Board of Trustees will not be liable for any loss financial or otherwise incurred by the user.

## **FOOD AND DRINK**

Various conditions apply depending on the space and activity booked.

## **INTOXICATING LIQUOR**

No intoxicants shall be brought on to or consumed on the premises without permission from the Business Manager. The responsibility for obtaining a liquor licence should this be required lies with the hirer.

## **SMOKING**

The whole of the school premises is a non-smoking area, and smoking is not permitted, including E-cigarettes.

## **FOOTWEAR**

Various conditions apply according to the space or activity booked. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## **COPYRIGHT OR PERFORMING RIGHTS**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### **SUB-LETTING**

The Hirer shall not sub-let to another person.

#### **CHARGES**

Hire charges are reviewed annually the current charge is set out in the hire agreement. **LETTINGS FORMS COMPLETED FOR LIMITED COMPANIES MUST BE SIGNED BY A DIRECTOR ACTING AS A PERSONAL GUARANTOR FOR ANY INVOICES RAISED BY CLEVES ACADEMY TO THE COMPANY. PAYMENT CHARGES MUST BE MADE ON RECEIPT OF AN INVOICE. INTEREST WILL BE CHARGED FOR LATE PAYMENT, AS IS OUR STATUTORY RIGHT. There is a minimum charge of 1 hour for all lettings.**

#### **VARIATION OF SCALES FOR CHARGES OR CANCELLATIONS**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board of Trustees on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

#### **SITE SECURITY**

The Trustees will hire and pay for a person to be responsible for the unlocking and locking of the premises. Hirers should be aware that there may not always be someone on site for the duration of the let, however hirers will be provided with contact numbers should there be a site security issue. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Keys will not be available to any person without the express permission of the Board of Trustees of the school.

#### **RIGHT OF ACCESS**

The Board of Trustees reserves the right of access to the premises during any letting. The Headteacher or members of the Senior Leadership Team or trustees from the Children's Achievement and Wellbeing Committee may monitor activities from time to time.

#### **CONCLUSION OF THE LETTING**

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

#### **VACATION OF PREMISES**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and by 10 p.m. at the latest. Lettings finishing later than 10 p.m. may only be approved on an exceptional basis by the Board of Trustees. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the Playing Fields. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures in the event of fire or other emergency.

#### **PROMOTIONAL LITERATURE/NEWSLETTERS**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Business Manager a week prior to distribution by the Hirer.

#### **REGISTER**

Hirers must retain a register of all children attending their club and make this available to the school as required.

#### **CANCELLATION OF THE CLUB/ACTIVITY**

If the club/activity has to be cancelled at short notice for any reason it is the provider/hirers responsibility to contact the parents of all children to collect children and/or make alternative provision to supervise these children until they are collected. The school will not be responsible for making these arrangements or supervising children whose parents have not been contacted or have not collected their children. Charges may apply should this happen.

**A FULL SIZE PRINT VERSION OF THIS DOCUMENT IS AVAILABLE AND WILL BE PROVIDED IN ADVANCE OF THE HIRE. THE HIRER IS TO PROVIDE ALL DOCUMENTATION AS REQUIRED BEFORE LETTING CAN PROCEED AND THE HIRER SHOULD ENSURE THAT ALL DOCUMENTATION IS KEPT UP TO DATE.**