

# The Wings' CE Trust

## Lettings Policy

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<b>Committee:</b>	Trustees
<b>Approved on:</b>	September 2018
<b>Next review date:</b>	September 2019

Psalm 36:7

How precious is Your loving devotion, O God, that the children of men take refuge in the shadow of Your wings.

## **Introduction**

The Wings' CE Trust regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

Within the context of Every Child Matters, the Trustees will endeavour to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

## **Definition of a Letting**

A letting may be defined as *“any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organization (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, Governing Body 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 delegated budget.

All lettings will be subject to a formal lettings agreement whether they be on a single one off basis or continuous. Any variation to an agreement will be subject to a new agreement.

## **Charges for a Letting**

The Wings' CE Trustees are responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating, lighting & catering);
- 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);
- Fee in lieu of use of premises, i.e. a rental value.

Charges should be paid before the commencement of the letting, but in any event the Hirer must pay within 14 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved

## **Safeguarding**

### **Status of the Hirer & Safeguarding of Children & Young People'**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to any body to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Trustees, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DCFS guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

## Terms and Conditions of Letting the School Premises

A separate application must be made for each organisation to hire the premises. All applications are reviewed at the next Trustee meeting for consideration on a case by case basis. All lettings are subject to staff availability.

### **Indemnity and Insurance**

Any lettings are made on the agreement that the trustees are indemnified by the hirer against any loss, damage, costs and expenses during the use of the premises.

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment must be conducted for each hiring/activity by the Hirer, copies must be kept with the Hirer and kept on file in school. The hirer must obtain insurance with a reputable insurer for a sum of not less than £5,000,000 (five million pounds) in respect of any one incident against incidents arising out of bodily injury or illness (fatal or otherwise), to any person and/or costs, fees, expenses loss or damage caused to property or the premises by any act or neglect of himself or any other person resorting to the premises by reason of the use of the premises by the hirer. The trust will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school.

The trust shall not be responsible for any injury, damage or loss arising out of the letting of the premises.

### **Key Holder**

The school premises can only be opened and closed by a member of the Trust.

### **Access**

The responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the trust. The trust will consider exclusions, whilst also considering Equal Opportunities / Freedom of Expression Rights. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.

The Trustees reserve the right of access to the premises during any letting. The Head of School, Senior Leadership Team or members of the Trustees may monitor activities from time to time. The Head of School will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements.

Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

### **Public Safety**

The trust Health and Safety procedures shall be adhered to at all times. Nothing shall be done which will endanger the users of the building, or invalidate insurance policies.

Obstructions must not be placed in gangways, exits or in front of emergency exits. The hirer must ensure that he/she is familiar with the fire procedures and is responsible for disseminating this to all other persons connected to the letting.

Firefighting equipment must be kept in its place and only used for its intended purpose.

### **Electrical Equipment**

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

### **Licences and Permissions**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking.

No play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright.

The hirer shall indemnify and keep indemnified the Trust against all costs, claims and demands which may be made against the Trust for any breach or infringement of copyright.

### **Furniture and Fittings**

The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

### **Storage**

The hirer shall not store any equipment on the premises, equipment brought in by the hirer for the purpose of the letting should be taken off site at the end of each session.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the school's resources is not available.

### **Food and drink**

No food or drink may be prepared or consumed on the premises without the direct permission of the Trustees, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Smoking and intoxicants**

No intoxicants/unlawful drugs shall be brought onto or consumed/used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where site staff are unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

### **Behaviour**

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

The premises must be left in the same condition as when entered. If this is not adhered to Trustees reserve the right to charge for time/resources taken to restore the area and also reserve the right to terminate the letting agreement with immediate effect.

### **Sub-letting**

The hire shall not under any circumstances sub-let/share the premises.

### **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head of School at least seven days prior to distribution by the Hirer.

### **Cancellations**

Charges are set out within this policy. Lettings may be cancelled by the hirer, provided that 14 days' notice is given in writing. If this notice is not given, then the full charge will be made. It is the responsibility of the hirer to notify persons connected with the letting of any change of dates or cancellations.

The Trustees will not accept any responsibility for any loss or expenses incurred in the event of a cancellation made by the Trustees as a result of circumstances beyond its control.

The Trustees may terminate the letting agreement with immediate effect if the hirer is in breach of this policy.

Where payment is not made within the required timescale or without prior agreement the Trustees reserve the right to terminate the letting with immediate effect. The Trustees will not accept any responsibility for any loss or expenses incurred in the event of a cancellation made by the Trustees as a result of the above.

## Letting Agreement

Name of Hirer and Organisation \_\_\_\_\_

Affiliation (if appropriate) \_\_\_\_\_

Lead person name (person signing this agreement) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purpose of the letting \_\_\_\_\_

\_\_\_\_\_

Facilities required \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates and times \_\_\_\_\_

Additional requests (if any) \_\_\_\_\_

Signature of hirer \_\_\_\_\_

Date \_\_\_\_\_

### Safeguarding

I confirm as the hirer that systems are in place with regards to safeguarding measures as per the lettings policy:

Signature of hirer \_\_\_\_\_

Date \_\_\_\_\_

### Insurance

I hereby indemnify the school against any claims made against it arising from the use of the premises. I accept responsibility for any claims the school may have for any damage made to the premises arising from the use during the hire.

I confirm I have and will maintain Public Liability Insurance at the level specified in this policy (copy must be provided)

Name and address of insurance company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Policy number \_\_\_\_\_ Indemnity limit \_\_\_\_\_

Expiry date \_\_\_\_\_

Declaration

I confirm that I have received a copy of the Lettings policy and Terms and Conditions for Letting the School Premises and agree to be bound by them. I will ensure that all the necessary licences are in place and that they will be adhered to. I agree to pay the charges due as required and confirm that the premises will only be used for the purpose stated.

I confirm I am over 18 years of age.

Signature \_\_\_\_\_ Date of application \_\_\_\_\_

Name (BLOCK CAPITALS) \_\_\_\_\_

**To be completed by the school**

It has been confirmed that the school is available for the letting time and date(s) as requested. The letting request has been reviewed and has been approved subject to the hirer continuing to adhere to the policy.

Signature \_\_\_\_\_ (Head of School) Date \_\_\_\_\_

Signature \_\_\_\_\_ (Trustee) Date \_\_\_\_\_

## Charges for Letting the School Premises

The charge for lettings is reviewed every year as part of budget setting processes. Any changes to costs will be communicated to existing hirers as soon as practicable.

	Hall	School Field
<b>Charity</b>	£25	£25
<b>Non-profit</b>	£25	£25
<b>LA</b>	£25	£25
<b>Other</b>	£30	£30