



Lettings Policy

Formally adopted by the Trust	
On:-	4 October 2022
Trustees:-	Property and Finance Committee
Staff Responsible:-	Chief Financial Officer and Trust Finance Manager
Last updated:-	N/A
Review Date:-	September 2022

1.0 Aims

- 1.1 Facilities at the school will be made available to enable a range of community activities and events to take place and draw the school into closer partnership with the local community.
- 1.2 The following broad principles will be followed in the letting of the school premises:
 - a) To prioritise the use of the facilities for educational purposes and to safeguard the needs of the pupils within the school above consideration of potential lettings at all times.
 - b) To provide opportunities for individuals and organisations to use school facilities for a variety of activities that benefit the local and wider community.
 - c) To maintain a good reputation for the school within the community by ensuring high standards of behaviour by those using the premises during lettings.
 - d) To work within the School Equal Opportunity Policy.

2.0 Management of Lettings

- 2.1 The Senior Caretaker will be responsible for the letting of all school facilities with support from the Trust Estates Manager.
- 2.2 At all times that the facilities are in use by organisations or individuals, a member of site staff will be present on the site.
- 2.3 The site team is responsible for the day to day management of lettings.

3.0 Availability of Facilities

- 3.1 The school will be regarded as the principal and major users of the school facilities. Letting of the school facilities will only be permitted when the facilities are not directly required by the school for the use of students.
- 3.2 The premises and facilities can be available for hire Monday to Friday between the hours of 6.30pm and 9.00pm, premises must be vacated by 10.00pm. Premises are available for hire on Saturday between 8.30am and 12.00pm, premises must be vacated by 12.30pm.
- 3.3 Closure periods during the year may be necessary to meet the needs of staffing, maintaining or in the event of bad weather. Such closure periods will be decided by the Trust Estates Manager. Notice of closure will be given as far in advance as possible.
- 3.4 Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.
- 3.5 The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises.
- 3.6 Nothing shall be done on the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.
- 3.7 School equipment can only be used if requested on the initial application form, and if its use is approved by the Senior Caretaker or Trust Estates Manager. Responsible adults must supervise the use of any equipment that 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
- 3.8 Car parking facilities will be subject to availability. The hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. The school will not accept any responsibility in terms of damage, theft or loss of any vehicle left in the car park during the hire period.

- 3.9 It is the hirer's responsibility to make their own first aid arrangements, use of the school's resources is not permitted. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency.
- 3.10 The hirer shall not, during the occupancy of the premises, infringe any copyright or performing right, and shall indemnify the school against all sums of money which they are required to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement:
- 3.11 The hirer shall not sub-let the premises to another person.
- 3.12 The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.
- 3.13 The hirer shall indemnify and keep indemnified the school from and against:
- a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
 - d. All hirers should ensure they have Public Liability Insurance (PLI) of minimum £5,000,000. Where the hirer does not have their own PLI, the school can provide cover via the Risk Protection Arrangement, but this will be at a charge of 10% of the total lettings fee.
- 3.14 Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required. No substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors shall be worn in school buildings. If activities involve outdoor use, participants must ensure footwear is cleaned before re-entering the building.
- 3.15 Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.
- 3.16 The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.
- 3.17 The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting. No part of the premises is to be used otherwise than for the purpose of the premises requested. 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.

4.0 Booking System

- 4.1 All bookings must be made, and paid for online via School Hire. School Hire holds information on the facilities available, charges payable and terms and conditions of booking.
- 4.2 Bookings are subject to approval by a member of the site team or Trust Estates Manager and must be made no later than midday on the day of hire.

5.0 Charges

- 5.1 The Property and Finance Committee will be responsible for setting prices for the letting of the school premises and facilities. Prices for lettings will be set at a level with the aim of recovering the additional cost of making the facilities available to the community. Charges will be reviewed annually during the summer term, with price increases effective from 1st September each year.
- 5.2 Where bookings are cancelled with less than 48 hours' notice, refunds will be not be given unless there are exceptional circumstances.

6.0 Safeguarding

- 6.1 Clarion Academy Trust takes Safeguarding extremely seriously and has expectations that organisations that use the school and its facilities take adequate precautions to protect students and other children either accessing their services or using the site within the period of their hire.
- 6.2 Organisations or individuals that provide services, activities or events for or including children must provide evidence to the Trust before the commencement of their event or activity, that they have an adequate safeguarding policy and arrangements that ensure the requirements of that policy are effective and carried out at site level.
- 6.3 Organisations or individuals that provide services, activities or events for or including children must provide evidence to the Trust before the commencement of their event or activity, that all staff or volunteers that work on the school site with or have regular access to children, have a current, enhanced DBS certificate that shows no adverse information. Individuals with a certificate that shows an area of concern will only be permitted to use the facilities at the discretion of the Head of School and Designated Safeguarding Lead.
- 6.3 Organisations or individuals providing such services to children will assume responsibility for the conduct, behaviour, safety and safeguarding of any young person or vulnerable adult attending their event, whilst they are on Academy premises.
- 6.4 Individuals hiring the school facilities on a regular or irregular basis must familiarise themselves with the Trust Safeguarding policy and agree to be bound by its conditions. This is a condition of booking.
- 6.5 Any safeguarding concerns should immediately be reported to the group organiser or lead hirer and to the duty member of school staff.