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**Title of Policy/Procedure**      Lettings Policy

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**Reviewer(s):**                      Chief Operating Officer

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**To be read in conjunction  
with the following  
policies:**                      Financial Procedures, Administration & Control  
Policy

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**Consultation Process**              This policy has been reviewed in consultation with  
Chief Executive Officer and Estates Manager

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**Policy Date:**                      September 2021

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**Review Date:**                      September 2023

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**This policy has been  
ratified by:**

- Finance, Personnel and Resources Committee

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This policy applies to all schools within The Blue Kite Academy Trust. In line with the Trust's Scheme of Delegation, this policy is to be duly applied by each local governing body and the headteacher of each school within the Trust.

Where there are specific details or any discretions within the policy that apply to an individual school, this has been made clear within the wording of the policy.

This policy will be reviewed formally by the Board of Trustees in line with the agreed timetable for policy review or sooner as events or legislation changes require.

The headteacher of each school within the Trust is responsible for the management of the lettings process. The headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the letting process.

The Trust regards the school buildings and its premises as a community asset and will make every reasonable effort to enable them to be used by the school's local community.

### **Aims**

We aim to:

- Ensure the school premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises without using the school's delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs of the hire and, where appropriate, raise additional funds for the school.
- Not let any hiring out of the premises to interfere with the primary purpose of the school and Trust to provide education to its pupils.

### **Interpretation**

"The Hirer" means the person or organisation hiring any part of the school building and shall include any person or persons purporting to act on behalf of such hirer.

"The booking period" means the period of time reserved for the hirer.

"Period of hire" means the period during which booked periods have been reserved for the hirer.

### **Use of school premises**

Organisations/individuals whose purpose, beliefs or aims are not aligned to those of the Trust in relation to safeguarding and promoting the welfare of children will not be allowed to let any part of school premises at any time. The use of the school premises is permitted by the Trust on the understanding that the following rules are adhered to at all times.

Failure by the hirer to comply with any of the following regulations where applicable, whether intentionally or not, may be deemed by the Trust to be just cause for the immediate cancellation of any lettings or series of lettings.

The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the school's facilities for allows for setting up and putting away any equipment. If the period of usage exceeds the period hired, then the hirer will be liable for a minimum penalty of a 1 hour hire charge for each area hired.

The school's No Smoking Policy must be adhered to at all times. Smoking is not permitted anywhere on site and includes all outdoor areas. This includes E Cigarettes/vaping.

No animals, other than assistance dogs, shall ordinarily be allowed anywhere on the school premises.

Use of the school premises for school events will take priority over lettings.

Broadcasting (sound or television) filming or photographic rights cannot be exercised without prior written consent of the Headteacher.

The hirer shall not fix to the premises, or any boundary walls, any notice or poster or arrange a sale of, or the advertisement of any goods or items without prior written consent of the headteacher.

### **Safeguarding and child protection**

This policy should be considered to apply to all lettings regardless of whether a hirer is also an employee within the Trust. The individual school headteacher is responsible for determining whether an individual event meets the requirements of the school's safeguarding policy and that appropriate arrangements are in place to keep children safe.

Ordinarily ALL paid lettings should operate under the Safeguarding Policy of the business taking out that letting. Where any business may seek to operate a letting anywhere within the Trust and the management of the business involves any person or persons employed by The Blue Kite Academy Trust, this must be agreed by the Trust's central team who will consider whether a) a related party transaction applies and b) whether Safeguarding requirements have been met.

All hirers must fully complete the booking form. (Annex G)

All Hirers must complete the following as appropriate:

- Annex A: Safeguarding checklist for lettings outside of school hours-children present
- Annex B: Safeguarding checklist for lettings outside of school hours-adults only
- Annex C: Safeguarding checklist for lettings in school hours-children present
- Annex D: Safeguarding checklist for lettings in school hours-adults only
- Annex E: One-off letting – children present
- Annex F: Checklist for minimum requirements of child protection policy
- Annex G: Lettings booking form template.

Hirers who are using the Trust premises to provide activities for children and young people aged 18 and under ("children") or vulnerable adults must provide the school with a copy of their Safeguarding procedures and Child Protection Policy which must clearly reference:

- Safer recruitment, training and induction for staff
- Welfare and reporting arrangements for raising concerns about young people or vulnerable adults
- Arrangements for raising concerns with regard to adults working with young people or vulnerable adults
- Arrangements for Disclosure and Barring Service ("DBS") checking and barred lists checks where appropriate.

The hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of them, in addition to the provision of policy and procedures, the hirer and any person identified by the hirer likely to have contact with children, must have been subject to enhanced DBS checks and barred list checks where appropriate.

The trustees, the headteacher or designated safeguarding lead or their designate, reserve the right to require the hirer to produce evidence that enhanced DBS checks and barred list checks where appropriate have been carried out on all persons; to review safeguarding policies and procedures; and, to impose any additional requirement they consider appropriate in connection with the hiring.

If for any reason the school/trust is not satisfied in relation to the above matters then they reserve the right to cancel any hiring without notice and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid. In coming to such a decision, the Trust will act reasonably at all times including communicating any concerns or reassurances sought etc. with the hirer.

The hirer may be offered an alternative date or dates but, in any event, the school/trust shall not be liable for breach of contract or be held liable for any expenditure incurred or loss sustained, directly or indirectly by the hirer as a result of the refusal, cancellation or termination of hire. In the case of cancellation by the school arising from the hirer failing to comply with the conditions of hire, the full charge for the booking may be made.

The Trust's decision to cancel the hiring on these grounds will be final and no further correspondence will be entered in to. Hirers are reminded that trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on trust premises. It is recommended that all children are met at Reception, escorted to their activity, and returned to Reception at the end of the activity for collection by their parents or carers.

### **Health & safety**

The school/trust will ensure the building meets health & safety requirements.

Hirers' induction will include instructions on evacuating the building. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children in the public atrium area of the school do so at their own risk but will be evacuated by school site staff or the hirers using the premises.

All users should familiarise themselves with the fire alarm and evacuation procedures. Copies of these are available from the school office and displayed within the school buildings.

It is expected that the hirer has suitable means of communicating with the emergency services should the need arise. There is no public telephone available within the premises. Hirers are required to have access to a mobile phone as a term of their letting.

The hirer is responsible for the supervision, safety, control, stewarding, admission and departure of all those attending the letting. The hirer should provide a sufficient number of adequately qualified persons to carry out these responsibilities.

The hirer must ensure that the maximum number of persons permitted to attend is not exceeded.

The hirer will carry out a risk assessment of internal and external areas (including any equipment) being used for the letting prior to use to ensure that it is safe for participants to use.

The hirer will adhere to all current government guidelines and regulations, including any specific guidance for the activity being offered, with regard to COVID-19. The hirer must inform the headteacher of any member of the hiring group who attends the school site that subsequently develops symptoms or has a confirmed case of COVID-19 within two days of attending the school site. The headteacher will risk assess the situation in consultation with the hirer to determine any further action in line with current government guidance.

## **Procedure**

A fully completed booking form will be submitted by the hirer to the school office at least two weeks prior to the commencement of the event. Failure to do so will result in the booking being cancelled unless discussed otherwise.

The person signing the booking form, on behalf of their organisation, (then known as the hirer) is personally responsible for ensuring that all terms and conditions of this lettings policy are adhered to. The hirer must be over 18 years of age. Once the hirer has agreed to use the school's premises, (s)he is automatically bound by all terms and conditions of usage of the premises. The Trust has the right to vary these terms and conditions at any time.

The school/trust will only accept bookings from individuals, groups, charities or businesses if they have their own public liability insurance.

The hirer may not assign or sublet the premises.

All lettings must be approved. No letting shall be considered approved or any change confirmed until approved by the headteacher of the school. The school/trust may cancel any letting at any time; either the fee will be refunded, or an alternative date offered, except in the case of misconduct.

The school/trust reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property. The school/trust may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the school/trust to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or any animal, animals or equipment, the giving of bonds or the effecting of insurance.

Long term lettings will be reviewed annually on the 1<sup>st</sup> September by the headteacher.

## **Charges**

Full payment is required at the time of the booking in advance of the booking date, or may with prior agreement be invoiced monthly in arrears. On this basis, all charges must be paid within 30 days of the invoice date.

A minimum let is 1 hour.

Charges will be made at rates which will be determined by the school. The school will consult with the Trust to ensure adequate parity of charging across schools within the Trust. The school reserves the right to vary the charges giving one month's notice at any time. In cases where the incorrect charge has been quoted, the school/trust reserves the right to charge the correct rate, although the hirer may consider the booking cancelled. The school/trust does not undertake to refund any charge on cancellation of a booking by the hirer unless 21 days' written notice of the cancellation has been given in writing.

The school reserve the right to cancel any agreed hire with a minimum of 24 hours' notice for COVID-19 related reasons i.e. to help manage a COVID-19 outbreak within the school or local community. A full refund will be issued in these circumstances. The school is not liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire in these circumstances.

The hirer of the school premises can cancel any agreed hire with a minimum of 24 hours' notice for COVID-19 related reasons i.e. a confirmed or suspected case amongst the hiring group that

prevents the booking from going ahead in line with current government guidance and the terms of this policy.

### **Care of premises**

The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.

The hirer is required to pay to the school the cost of making good any damage, over and above wear and tear, to the property or to any fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage arising from the hire must be reported to the school.

The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer shall be responsible for reimbursing the school for any additional costs incurred in cleaning the premises and/or grounds after a letting.

No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or moved without prior approval of the school. Any movement of furniture required must be undertaken by the hirer under the direction of the site team/school. Standing on seats, furniture, windowsills etc. is not permitted. Any furniture used must be returned to its original position at the end of the hire period.

No additional staging, curtaining, scenery, fixtures, fittings or decorations may be installed without the previous consent in writing of the school. Any such alterations and additions as may be authorised shall be purely temporary arrangements requiring no permanent fixings which would damage or disfigure any part of the premises. Any temporary arrangements such as curtaining, or scenery shall be rendered non-inflammable.

Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session, unless agreed otherwise with the headteacher. Any alterations shall be returned to their original state immediately after usage, at the expense of the hirer. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the school.

No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the school. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be reinstated forthwith at the expense of the hirer to the satisfaction of the school.

The school/trust will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

The hirer is responsible for informing the school of any person sustaining injury or loss on the Trust premises during the period of the let. This information must be presented in writing to the school within 24 hours of the event. Any further information required by the school/trust must be made available on request.

No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

No stiletto heels or similar objects are allowed in gym or hall areas. Gym users must wear trainers suitable for indoor use.

### **Equipment and accommodation**

Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the school. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

Chairs installed in the premises may be used by special arrangement with the school, but the school does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

The school does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

Any IT/AV equipment that the hirer brings on to the premises must satisfy the Health & Safety and Electricity at Work Regulations 1989, with particular reference to the up to date testing of portable electrical equipment.

No article of inflammable or explosive character, weapons, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the premises.

### **Condition of premises**

The Trust gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.

Where facilities booked by the hirer turn out not to be available during the letting, the school will consider applications for ex gratia refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Trust decision shall be final in respect of any refund made.

### **Playing fields/pitches/MUGA use**

The school does not give any guarantee as to the standard of the pitch, field or MUGA nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch, field or MUGA upon submitting an application to hire and such application will be deemed to be for the particular pitch or field as seen. The school shall deem whether any pitch or field is fit for use and their decision shall be final.

### **Catering facilities**

The schools' catering facilities are available for hire by separate negotiation. However, separate arrangements can be agreed for provision of refreshments for special events. The hirer must not use the staffroom area without prior written consent from the headteacher.

### **Car parking**

Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

### **Insurance**

It is the responsibility of the hirer to effect whatever insurance he considers necessary to cover his liabilities. Hirers using the facilities must provide proof of adequate insurance to the school.

## **Legal requirements**

The Hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright – whichever is in place. The hirer shall be fully responsible for obtaining any licences or other permissions required, always providing that no such application shall be made without the prior approval of the school. The hirer shall indemnify and keep indemnified the school/trust from and against all costs, claims and demands which may be made against the school/trust for any breach or infringement of copyright.

The hirer shall indemnify and keep indemnified the school/trust, from and against any claim for damages, all costs, expenses and demands which may be made against the school/trust for any personal injury, death or loss of or damage to property sustained by any person and occurring during or in consequences of the hiring.

No intoxicating liquor shall be brought or consumed onto school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. Copies of all licences will be submitted prior to the date of let.

The hirer must acquire the necessary approval under the Betting & Gaming Act for raffles, draws etc.

The hirer will ensure that the requirements of the Equality Act 2010 are observed at all times throughout the letting.

The hirer will adhere to all health and safety requirements as required by the school/trust.

The hirer shall comply with Section 12 of the Children and Young Persons Act 1933. Where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of the building than can be safely accommodated there and to control the movement of children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.

The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises. In the event of a breach in these conditions the hirer may be asked to leave the premises immediately by a member of the site team/school. If the hirer fails to leave the premises, then the local police authority will be summoned and asked to remove the hirer from the premises.