LINCOLN ANGLICAN ACADEMY TRUST
DIOCESE OF LINCOLN

Philippians 4:13 *"I can do all this through Him who gives me strength"*

Document Title	**Lettings Policy**
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Policy Category (Please Indicate)	1	Trust/Academies to use without amendment
	2	**School specific appendices**
	3	School personalisation required (in highlighted fields)

Summary of Changes from Previous Version

Version	Date	Author	Note/Summary of Revisions
V2	June 2024	R. Street	Re-write using model document from 'The Key'

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1. Aims

Our Trust aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- 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 hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the trust's, and the school's, primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments

This policy should be read in conjunction with the following documents:

- LAAT Finance Policy
- LAAT Charging and Remissions Policy

2. Areas available for hire

The school will permit the hire of the following areas:

- School Hall
- Classrooms
- Playing fields
- Sports facilities
- Any additional facilities – see Appendix 1 for available school facilities

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed Appendix 1. The Headteacher is responsible for setting the charges for the letting of the school premises on an annual basis. Charges must take into account any associated staff costs such as the cost of locking and unlocking the building and cleaning.

They may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. This decision will be made on a case-by-case basis by the Headteacher.

We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations by the school

We reserve the right to cancel any agreed hiring with a minimum of one week's notice. A full refund will be issued if we cancel a hire, provided this is not due to the hirer's failure to pay their invoice in advance of the letting date as set out in 3.2 above. The school shall not be 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.

3.3 Revenue

The revenue raised from lettings will be reviewed by the Finance Business Partner and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in Appendix 2 of this policy and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Headteacher.

If the request is approved, the hirer of the premises will be invoiced for the cost of the letting in advance.

All lettings require a 25% deposit. The balance must be paid at least 7 working days in advance of the letting date. The school reserve the right to cancel the booking with 5 working days' notice and retain the deposit should the balance not be paid on time.

The deposit is returnable if the letting is cancelled by the hirer at least **7 working days in advance** of the hiring date. No refund will be given for notice of less than 7 working days.

Invoices can be paid by BACS to the trust bank account: name Lincoln Anglican Academy Trust, sort code 30-67-76, account number 53863168 reference '## school name ##.

The hirer will also need to provide proof of their public liability insurance and any other assurances deemed appropriate by the school e.g., the hirer's safeguarding policy, First Aid certificates, PAT certificates for any equipment used.

5. Safeguarding & child protection

The school is dedicated to ensuring the safeguarding of children at all times.

It is the responsibility of the Hirer to ensure that safeguarding measures are in place while hiring out the space. 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 children, the Hirer has appropriate child protection policies and procedures in place and that they themselves, and those persons likely to have contact with children, have been subject to enhanced DBS checks.

The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review the Hirer's child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Head Teacher – Designated Safeguarding Lead as soon as reasonably practicable.

The hirer understands that if the school or trust receives an allegation relating to an incident where an individual or organisation is using the school premises for running an activity for children, the school will follow its usual safeguarding procedures and inform the local authority designated officer (LADO).

6. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund. Please also see the Health & Safety Notes for Lettings in Appendix 3.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive license and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. Premises, which are licensed for public entertainment, are subject to the conditions of appropriate licences, which must be complied with by the Hirer.
8. Where premises are not licensed for public entertainment the promoters of any entertainment for which a licence is necessary shall be responsible for ensuring that a licence is obtained.

9. When halls are hired for public entertainment or meetings, the Hirer shall ensure that sufficient stewards to maintain order are available at exits and entrances. The maintenance of order shall be the sole responsibility of the Hirer.
10. No dramatic, musical or other work where copyright applies shall be performed on the premises unless the consent of the owner of the copyright has been previously obtained. The Hirer shall indemnify the Lincoln Anglican Academy Trust against all claims made against it for breach of copyright.
11. The consumption of alcoholic drinks on school premises will only be allowed in the course of functions organised by responsible bodies with the prior approval of the Lincoln Anglican Academy Trust and subject to normal licensing arrangements. It is the responsibility of the Hirer to make enquires of the Police or Clerk to the Licensing Justices to ascertain licensing requirements. It is also the responsibility of the Hirer to ensure that all the relevant licensing requirements are met and observed.
12. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
13. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 7 working days before the start date of the licence.
14. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
15. 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 licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises.
16. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
17. Any cancellations by the hirer received with less than 7 working days' notice will not be refunded.
18. Any cancellations by the school will be refunded provided the cancellation is not due to the hirer's failure to pay their invoice in accordance with Section 3 above.
19. The hirer will read the Health & Safety Notes for Lettings in Appendix 3 and be ready to follow them in the event of a fire or other similar emergency.
20. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
21. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
22. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
23. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
24. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
25. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
26. The hirer is responsible for providing a qualified first aider during the activities they are running and for administering first aid to any participants or organisers.

27. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
28. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

7. Review

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the Board of Directors.

Appendix 1: Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
School Hall	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
Classrooms	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
Playing fields	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
Sports Facilities	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
(Any Additional areas) please include specific areas for your school		

Appendix 2: Letting Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find within this policy. If you have any questions, please contact ## contact name/position ##.

Name of applicant:	
Applicants contact details:	Address: Phone no: Email address:
Preferred method of contact:	
If applying on behalf of an organization, the name of the organization & hirer's role within the organization:	Name of organisation: Your role:
Briefly describe the objects/aims of the organization:	
Purpose for which the premises are required:	
Which part of the premises are you requesting to be hired:	
Date of first letting, and start and finish time:	Date letting starts: / / Start time: Finish time:
Is this a recurring request, or one-off? If recurring, indicate the frequency and number of occurrences (e.g., weekly, 10 weeks):	
Number of expected participants in the activity:	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible):	
Additional equipment you will be providing yourself:	Items checked: Certificates seen: By whom:

By signing below, I agree to the terms and conditions set out in the school's Lettings Policy and the Health & Safety Notes for Lettings at Appendix 3, copies of which I have received and read. I understand that I am responsible for ensuring that appropriate insurance is in place and a qualified First Aider is present at all times.

Hirer's Name (print) _____

Signature _____

Date _____

Please return this form via email to ## **email address ##** or by post to the school office at:

School address
###
###
###

We will be in touch to inform you if your application is successful, and, if so, details of the full cost and documents that will need to be shared.

For School Use:

Date application received:	**___ /___ /____**	**Total Amount payable: £**
Application approved:	**Yes / No**	**Signed: _____**

Appendix 3: Health & Safety Notes for Lettings

Notes for the use of organisations and individuals using the school premises out of normal school hours.

Access

Access to the school premises should always be through the main gate and the main entrance doors. Users of the school should not be allowed on the premises before the organiser is present.

Access is only permitted to the areas defined in the letting agreement. No school equipment should be used without the prior consent of the Headteacher. Any electrical equipment brought on to the premises should have a current PAT certificate and external users are responsible for the maintenance check on their own equipment.

Activities and events undertaken on school premises are done so under the organiser's own insurance cover arrangements.

We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:

- Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
- Fire evacuation procedures, routes, refuge point and assembly point.
- Location of a telephone (please note in the event of a power cut – you will need to contact the emergency services from your own mobile phone).
- Contact phone number for the Site Manager / Caretaker XXXX
- Location of the First Aid Kit. (If used please inform our Premises Officer, so items can be replenished).
- Toilet access.
- Drinking water access.
- Entrance and exit access and security systems.

In accordance with the premises Fire Evacuation Plan, you will be required to:

- Keep a register of people in the building and people who leave early.
- Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
- Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
- You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.

Conduct

It is the duty of the hirer to ensure that:

- Noise is kept to an acceptable level which will not interfere with others using the premises nor with neighbouring houses.
- Users behave in a responsible manner which does not interfere with the fabric of the building, its equipment or with others using the school
- Premises are left in the same condition as found
- Rubbish is removed and put in the bins as directed by the school.
- Lost property is taken at the end of each session, or it will be disposed of
- A qualified First Aider is in attendance for any letting

Emergency Procedures

In the event of an emergency which requires that the building should be evacuated:

- An audible fire alarm should be sounded by activating one of the emergency calls points which are located by every fire exit door of the building
- All occupants should leave the building by the nearest emergency exit in a calm and orderly way
- DO NOT return to the building under any circumstances unless instructed to do so by a fire officer or duty person.
- The hirer or group organiser should contact the appropriate emergency services and the school's ## who is the emergency contact ## (if not on site) on ## phone number ##. **PLEASE NOTE THAT THIS NUMBER IS TO BE USED FOR EMERGENCIES ONLY AND SHOULD NOT BE USED TO CONTACT THE SITE MANAGER FOR ANY OTHER REASON THAN IN THE EVENT OF AN EMERGENCY NOR GIVEN TO ANY OTHER MEMBERS OF THE ORGANISATION OR MEMBERS OF THE PUBLIC.**
- Organisers should ensure that the group for which they are responsible is familiar with this procedure.
-

Security during & after the letting

Please ensure outer doors are kept closed at all times, and when leaving the premises. Do not prop open outer doors or fire doors. Please ensure outer doors close properly behind you when leaving.

Please note: no smoking, including vaping, is permitted anywhere in our school building nor anywhere on the school grounds. No dogs or other animals are permitted anywhere on the school site except with the permission of the Headteacher.

Appendix 4: Confirmation of letting letter template

Dear [contact name],

Thank you for submitting your letting request form to us.

We are pleased to say the area you've requested is free on the date(s) and time(s) you have requested, and we would be happy to hire the area for the purpose set out in your request form, subject to the school's Lettings Policy terms & conditions and the Health & Safety Notes already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. Invoices for the deposit and the balance are enclosed. You can pay by BACS to sort code ##-##-## bank account number ######## , reference '## school name##.

We require a 25% deposit payable immediately, with payment of the balance 7 working days before the date of the first letting.

Please send us:

- proof of your public liability insurance
- any other documents required – complete as appropriate.

This can be emailed to name@###### or posted to the school address at the top of this letter.

Please make sure you are familiar with the evacuation procedures in the Health & Safety Notes to Hirers and that you make the participants in your event aware of these too.

You can contact the School Office / Site Manager with any questions about hiring the premises on ##### ### ###.

Kind regards,