

## Premises Letting Policy Framework Trust Policy

Accountable Trust Committee	Audit & Risk
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### Related Documents

*Trust/school-mandatory policies*

- Trust Equalities Statement
- Appendices 1,2,3

*Optional school policies* - Lettings Policy – School Arrangements  
*External* - None

### Document Control

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## Key Contacts

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Please note this list may be updated by the responsible officer when change arises in the organisation, without the need for committee meeting review/approval.

## 1 Aims and Scope

- 1.1. The purpose of the Premises Letting Policy Framework is to specify the Trust's approach to the hiring of facilities on school premises.
- 1.2. This will ensure that the Trust's schools have consistent standards to adhere to while enabling the schools to follow their individual ethos and values.
- 1.3. The Trust aims to ensure that the school's premises and facilities can be used, where appropriate, to support the community or commercial organisations.
- 1.4. The schools should be able to charge for the use of premises to cover the costs of hire and raise additional funds for the school.
- 1.5. When considering hiring their facilities the school must follow government guidelines and their individual risk assessments.
- 1.6. The hiring of any facilities should not interfere with the school's primary purpose of providing education to their pupils.

## 2 Charging rates

- 2.1 The school can set its own rate when hiring out their facilities. It is recommended that the following costs are taken into consideration when quoting a price:
  - Heating and lighting costs
  - Cleaning costs
  - Additional staff costs
  - Administrative costs
  - Cost of equipment hire and/ or wear and tear of the equipment.This list is not exhaustive so do consider costs that will be personal to your school
- 2.2 The school should perform a cost comparison with similar facilities in the local area to ensure that their charging rates are aligned with the cost of similar venues in the local area.
- 2.3 Remember to charge VAT where applicable.
- 2.4 The terms and conditions must clearly state the cancellation policy, including the time frame for cancellations.

### **3 Responsibility**

- 3.1 The ultimate responsibility will be that of the headteacher. They may choose to delegate their responsibility to another member of staff.
- 3.2 It is necessary to ensure that all preparatory documentation and any relevant training is given to the individual/ organisation hiring the premises. This will include:

From the School:

- Fire evacuation plan to be sent termly
- School Rules
- Payment schedule
- Health and safety
- Relevant risk assessments
- Emergency contact sheet

From the hirer:

- Risk assessments
- Insurance
- DBS

- 3.3 A site visit prior to letting date must be made, it is recommended that these take place termly although they must be performed at least annually.
- 3.4 All responsibilities should be clearly set out in the School's Premises Letting Policy, some examples of these responsibilities are as follows:
  - 3.4.1 Opening and closing the school buildings and access for external providers.
  - 3.4.2 Making sure the agreed conditions of hire are followed, e.g. emergency evacuation procedure.
  - 3.4.3 Alternatives provisions for adverse weather conditions, and how to communicate cancellations.
  - 3.4.4 Any areas that are off limits and how this will be managed.

### **4 Application Process**

- 4.1 The prospective hirer should complete an application form. Please see Appendix 1 for a template.
- 4.2 Approving the hirer, please see Appendix 2 for a template acceptance letter.
  - Ensure that the hirer is appropriate to allow onto the premises.
  - The implications of the Equality Act 2010 and Human Rights Act 1998 will need to be considered if any restriction to hiring is implemented.

- 4.3 The School may wish to prioritise lettings, such as to those groups listed below:
- Lettings to ethnic minorities, parents, the local community, youth groups, low-income groups.
  - Educational or recreational activities open to the school pupils.
  - Activities organised by local community groups for the benefit of the local community.
- 4.4 Due diligence must be done to ensure the hirer has the correct formalities in place for conducting its activity. Examples of these are as follows:
- Insurance
  - Licensing
  - Health and safety training and procedures (including risk assessments)
  - Safeguarding checks, policies and training
  - Correct adult to child ratios
  - Correct registration depending on the activity being run.

## **5 Safeguarding**

- 5.1 The Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of letting that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the letting being terminated with immediate effect.
- 5.2 It is the responsibility of the hirers to ensure that safeguarding measures are in place while letting out the space.
- 5.3 If there is a possibility that those letting the premises will come into contact with pupils, for example if the letting occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), the Hirer must have the appropriate level of DBS check and proof of this will be required.
- 5.4 The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.
- 5.5 The hirer must confirm that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the designated individual within the school as soon as reasonably practicable.
- 5.6 The hirer understands that if the School receives an allegation relating to an incident where an individual or organisation is using School premises for running an activity for children, the School's usual safeguarding procedures will be followed.

## **6 Terms and Conditions**

- 6.1 The School should provide the hirer with terms and conditions at the time of booking.
- 6.2 Terms and conditions should be specific for each individual school.
- 6.3 The terms and conditions should be specific for each individual hirer.
- 6.4 Please see Appendix 3 for suggested terms and conditions, these should be reviewed every time they are sent out, this will ensure relevance to the individual hirer.

## 7 Appendix 1: Hire request form

Use the request form below for people or organisations wanting to hire your premises. Add to or amend the information as you see fit.

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 in sections 2 and 5 of this policy. If you have any questions, please contact (name and details of staff member responsible for premises hire).

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form via email to (insert email address here) or to the school office at (insert 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.

## 8 Appendix 2: Acceptance Letter



Dear (contact name)

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is available on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the (enclosed terms and conditions).

Based on the length of time and area requested, the full amount for the hire will be (insert amount, and where relevant, explain that this includes an additional cleaning fee). You can pay us by (insert payment method(s) and details here). We request full payment of the fee by (insert date).

We'll also require you to submit to us:

- Proof of your public liability insurance
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact (named contact and details) with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

(staff member)

## 9 Appendix 3: 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.

Important: Please ensure that these terms and conditions are specific to your School. It is important to review your terms and conditions each time they are sent out as they should be specific to each of your individual contracts to make sure you are able to apply and enforce them. Not doing so risks opening your school up to substantial legal risk.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount in advance 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 licensee 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. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than (x days) before the start date of the licence.
10. 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.
11. 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
12. 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.

13. Any cancellations by the school made with at least (x days, in line with your school policy) notice will be refunded. You should seek independent legal advice on this.
14. Any cancellations by the hirer received with less than (x days, in line with your school policy) notice will not be refunded. You should seek independent legal advice on this.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will clean (insert the hirer's responsibilities in terms of cleaning, e.g. clean their own equipment brought onto the premises, and clean the premises after use). Cleaning responsibility will rest with whoever you feel comfortable allocating this to. You should seek independent legal advice on this.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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.