

Lettings Policy

Signhills Academy



Approved by:	Premises/Finance	Date: Spring 26
Next review due by:	Spring 27	

LETTINGS POLICY

1. Introduction

The Governing Body controls the use of the school premises both during and outside school hours except where there is a trust deed that allows a person other than the Governing Body to control the use of the premises, or where a transfer of control agreement has been made.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

The Governing Body reserves the right to refuse any lettings if it believes that there may be a conflict between the letting and the Academy's ethos, or where the letting may result in negative publicity for the Academy.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at delivering the Academy's curriculum.

2. Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and/or grounds) by either a community group (such as a local music group or football team), or a commercial organisation (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 teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are the subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the delivery of the curriculum, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.

3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. The charging structure is designed to cover the following:

- Cost of services (heating and lighting);
- 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);
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the summer term, for implementation with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. The charge levied for a specific booking may deviate from the main structure at the discretion of the Governing Body (or other person with delegated responsibility). In determining individual charges, the Governing Body will give due regard to the Equality Act 2010.

4. VAT

The academy is not registered for VAT as its taxable VAT turnover is below £90,000 and therefore no VAT is charged on lettings income.

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / School Business Manager), whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

6. The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff e.g. extended services / School Business Manager) who will identify their requirements and clarify the facilities available. An **Initial Request Form** (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter or email of confirmation will be sent to the Hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement and any other documentation/information requested by the Academy has been returned. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges.

The Hirer must be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the school, will be paid into the school's independent 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.

7. Public Liability and Accidental Damage Insurance

The Hirer will ensure that it has adequate insurance in place and be able to produce documents accordingly.



SIGNHILLS ACADEMY HIRE AGREEMENT

1. The Academy, Hardy's Road, Cleethorpes, DN35 0DN
2. The Hirer:
 Address:

 Post code:
 Telephone:
3. Areas of the School to be Used:
4. Specific Nature of Use:
5. Maximum Attendance:
6. Details of any School Equipment to be Used:
7. Date(s) of Hire:
8. Period(s) of Hire:
9. Fee (specify per hour or per session):£
10. The Academy agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Signed (The Hirer)

Date

Signed (On behalf of the Academy)

Date

TERMS AND CONDITIONS FOR THE HIRE OF SIGNHILLS ACADEMY PREMISES

All terms and conditions set out below must be adhered to.

The "Hirer" shall be the person making the application for a letting; this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The "Academy" shall be the person/persons responsible for the hiring out of the premises (Governing Body, Sub-Committees, Headteacher or other person of delegated responsibility).

Status of the Hirer

Lettings will not be made to persons under the age of 18. The Academy reserves the right to refuse any lettings if it believes that there may be a conflict between the letting and the Academy's ethos, or where the letting may result in negative publicity for the Academy.

The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with children, young people or vulnerable adults then the organisation must have appropriate policies, procedures, checks and training in place with regards to safeguarding children and child protection and must have followed the appropriate recruitment processes. The Academy reserves the right to view copies of policies, procedures and records.

The Academy may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.

The Hirer must ensure that all of their staff and volunteers hold the appropriate qualifications, training and checks appertaining to the nature of their organisation and the activities being undertaken.

AU activity delivered must be in line with guidance from the appropriate governing body.

Priority of Use

The Academy will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the building by the nearest exit and assemble at the assembly point as advised to them by the Hirer. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

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.

Damage, Loss or Injury

The Hirer warrants to the Academy that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

The Hirer is responsible for ensuring that appropriate risk assessments are undertaken by a competent person and that relevant information is shared with all their staff, volunteers and attendees. Risk Assessments must be made available to the Academy on request.

Neither the Academy, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The Academy will inform the Hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

The Hirer is responsible for reporting to the Academy any situation, which could reasonably be considered as serious or immediate threat to health and safety and must cease operations until the matter has been Resolved.

The Hirer is responsible for ensuring that all recording and reporting (including RIDDOR where necessary) is undertaken for incidents, accidents or near misses. The Hirer must also report these to the Academy by emailing office@signhillsacademy.co.uk within 2 working days.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decoration of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Academy. 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. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office will be available during the time of the letting and therefore the Hirer must have access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The Hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Code of Practice for Portable Electrical Appliance Equipment. Equipment must have a certificate (Portable Appliance Test) of safety from a qualified electrician. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into / removed from school within the time booked, unless agreed in writing in the hire agreement.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any car or its contents left in the car park during the hire period.

In the instance where the Academy allows parking on the playground, it should be noted that this is not marked out for parking therefore it is the Hirer's responsibility to ensure that any vehicles are moved and parked in a safe and proper manner.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements. The set(s) to be used will be noted in the hire agreement.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit; particularly in the case of sports lettings.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Academy, in line with current food hygiene regulations. All litter must be placed in the bins provided - with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school site is a non-smoking area (including e-cigarettes) and smoking is not permitted within Academy buildings or in the grounds at any time.

Dogs

Dogs are not allowed on the school site. We ask you not to bring dogs onto the school premises at all as, whilst they may be family pets, some children are frightened of them and dogs can also react unexpectedly causing danger to others.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy against all sums of money which the Academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and current charges are attached.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Academy on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 14 days notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than 14 days) is given to cancel the hire agreement. It is the Hirer's responsibility to notify participants (parents where participants are of school age}, preferably in writing, of any changes in dates or venues at least one week in advance. The Academy reserves the right to cancel individual sessions at short notice to facilitate Academy activity.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Academy's current scale of charges, including any individual variations. BACS payment must be received by the school within 10 working days of the date of the invoice. Alternative methods of payment must be agreed prior to the lettings commencing. The hirer will be subject to an administration fee for late payment, again, in accordance with the Academy's current scale of charges.

Security

For the majority of lettings, the Academy will hire and pay for a person to be responsible for the securing of the premises after the hire and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Academy.

The Hirer is responsible for the conduct of all attendees and ensuring that no unauthorised persons enter during the hire period.

By mutual agreement between the Academy and Hirer, for specific lettings (eg. Swimming Pool, New Hall, Astra Turf), an established Hirer may assume key holder responsibilities in order to facilitate a letting. The Hirer will nominate a keyholder who will be responsible for the security of the key (including ensuring that no duplicates are made) and any alarm codes. This arrangement will be reviewed regularly and may be withdrawn at any time without notice. At the point where the Hirer relinquishes keyholder responsibilities, all keys must be returned to the academy immediately.

Right of Access

The Academy reserves the right of access to the premises and site during any letting. The Academy may attend to monitor activities from time to time.

Conclusion of the Letting

The Hirer shall leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

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.

Promotional Literature/Newsletters

A draft copy of any new information proposed for distribution which contains any reference to the Academy must be sanctioned by the Academy at least one week prior to proposed distribution by the Hirer.

Signhills Academy Swimming Pool Additional Terms and Conditions

The Hirer must ensure that all users abide by their Pool Safety Operating Procedures (PSOP).
The Hirer must ensure that their PSOP does not contravene Signhills Academy Pool Safety Procedures.
The Hirer must ensure that both poolside fire doors are unlocked prior to admitting participants to the building.
The Hirer must ensure that a competent person tests for free chlorine and pH level prior to use. If there are any concerns with the outcome of these tests, the caretaker must be contacted immediately and the activity must not take place until it is deemed safe to do so.
The Hirer must ensure that water clarity allows an object on the bottom of the pool to be clearly seen before the activity commences.

Signed..... (the Hirer)

Date.....

Signed..... (the Academy)

Date.....



SIGNHILLS ACADEMY LETTING - INITIAL REQUEST FORM

Name of Applicant:

Address:

Telephone Number:

Name of Organisation:

Activity of Organisation:

Details of Premises Requested (Hall, Playground, Football Pitch etc):

Day of Week Requested:

Second choice:

Start Time:

Finish Time:

(please allow time for your preparation and clearing up)

Dates Required:

Use of School Equipment (please specify your request):

Details of any equipment to be brought (including electrical equipment):

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Any other relevant information:

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: Date: