

Lettings Policy

Version 3.0

Status	Non-Statutory
Responsible Board/Committee/Individual	Finance, Audit and Risk Committee CEO
Author	CFO
Target Audience	All staff
Date Policy Agreed	September 2021
Date Policy Agreed	Version 1 – July 2020 Version 2 – September 2021 Version 3 – May 2022
Date of Review	July 2023

Contents

1. Aims

We aim to:

- Make sure the Trust's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the delegated budget of the school or UTC 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 or UTC
- Not let any hiring out of the premises interfere with the primary purpose of the school or UTC providing education to its pupils

2. Areas available for hire

2.1 Available areas

The Trust will permit the hire of the following areas within its schools or Doncaster UTC:

- Sports hall
- Gym
- Astroturf pitches
- Hard surface playground areas
- Main hall
- Classrooms
- Meeting rooms
- Examination halls
- Playing fields

2.2 Charging rates

The rates for hiring each area are as follows:

AREA	COST
Sports hall	£23.75 per hour
Gym	£20.50 per hour
Astroturf pitches <ul style="list-style-type: none">• Under 16's• Local Clubs• Other users	£21.50 half pitch - £43.00 full pitch £27.00 half pitch - £43.25 full pitch £32.25 half pitch - £64.50 full pitch
Hard surface play areas	£20 per hour
Main Hall	£20 per hour
Classrooms	Price on request
Meeting rooms	Price on request
Examinations halls	Price on request

--	--

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. The capacity of individual areas will differ between settings within the Trust and further information is available regarding capacity from the individual school or UTC. The Trust 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 Trust.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days' notice. A full refund will be issued if we do cancel a hire. The school or UTC 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.

The hirer of the premises can cancel any hire with a minimum of 5 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Trust Accountant/Business Manager 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 1 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/UTC office. Approval of the request will be determined by the Trust Accountant/Business Manager after discussion with the Headteacher/Principal and Site Team.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the Trust, or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the Trust premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. "Trust" means Brighter Futures Learning Partnership Trust.
3. The hirer shall pay the full amount as stipulated by the school/UTC, and shall not be entitled to set off any amount owing to the school/UTC against any liability, whether past or future, of the school/UTC to the licensee.
4. 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 Trust by this licence.
5. The hirer shall not sub-licence any of the premises under the licence.

6. 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.
7. Any additional uses of the premises not agreed in writing by the school/UTC will result in the immediate termination of the licence.
8. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school/UTC from the premises.
9. 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/UTC and, where requested by the school/UTC, shall provide a copy of the relevant insurance certificate no less than 10 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 Trust in relation to the premises.
11. The hirer shall indemnify and keep indemnified the Trust from and against:
 - a. any damage to the premises or school/UTC equipment;
 - b. any claim by any third party against the school/UTC; 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/UTC by the hirer under the licence.
13. Any cancellations by the hirer received with less than 5 notice will not be refunded.
14. Any cancellations by the school/UTC made with at least 5 notice will be refunded.
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 shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
18. If the hirer breaches any of the terms and conditions the Trust reserves the right to terminate the licence and retain any fees already paid to the school/UTC, without affecting any other right or remedy available to the school/UTC under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. 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.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The Trust Lettings Policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school/UTC shall apply to and are incorporated in the licence.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

25. The Trust 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.

6. Safeguarding

The Trust is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during operating hours, or when pupils may be present in the school/UTC (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Policy Agreed: May 2022

Signed CEO of BFLPT – Helen-Redford-Hernandez:

A handwritten signature in black ink, oriented vertically, reading "H. Redford-Hernandez".

Date: May 2022

Signed – Chair of BFLPT – Marcus Isman-Egal:

A handwritten signature in black ink, reading "Marcus Isman-Egal".

Date: May 2022

Policy to be reviewed : July 2023

Created: July 2020 (Version 1)
Revised: September 2021 (Version 2)
May 2022 (Version 3)

Appendix 1: Hire 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 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 in individual school/UTC setting].

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	

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

Name _____ Date _____

Signature _____

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.

Appendix 2: Confirmation of licence template 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 free 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 Terms and Conditions contained in Section 5 of our Lettings Policy

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. 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.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. 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 support with any issues.

Kind regards,

[staff member]