



LETTINGS POLICY

September 2023

Responsibility	Head Teacher
Date of next review	01/09/2024

Signed:
Head Teacher

Date: 18.07.2023

Signed:
Director of Lifelong Learning and Operations

Date: 18.07.2023

INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

1. DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group, organisation or individual', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2. CHARGES FOR A LETTING

The Governing Body is responsible for setting the charges for the letting of the school premises, as set out in the scale of lettings charges.

3. APPLYING TO USE THE SCHOOL

Applications to use the school premises should be made to the Head Teacher and an '*Application for the Hire of Facilities*' form should be completed and returned at least 21 days before the event.

The Head Teacher:

- Will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.
- Is responsible all lettings, in accordance with the school's policy, however the day-to-day management of lettings may be delegated.

If the Head Teacher has any concern about the appropriateness of a particular request for a letting, they will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application. 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 confirmed in writing.

4. LETTING AGREEMENT

Once a letting has been approved, a copy of '*Application for the Hire of Facilities*', incorporating the approval of letting and conditions of hire will be forwarded to the hirer.

The relevant sections of the '*Application for the Hire of Facilities*', must be completed in full by the applicant prior to a letting being approved.

The named individual applying to hire the premises will be invoiced for the appropriate deposit, which must be paid prior to the letting taking place. The settlement invoice, for the remainder of the cost of the letting, will be issued following the event taking place.

All letting fees will be paid into the school's bank account.

5. TERMINATION OF LETTING AGREEMENT

The Head Teacher, or Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

6. SAFEGUARDING

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, they have appropriate safeguarding policies and procedures in place and that they, themselves, and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service 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 safeguarding policies and procedures and to impose any additional requirements they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied, 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.

 <p>THE Aspire ACADEMY Unlocking potential</p>	<p align="center">The Aspire Academy Bridgwater Road, Worcester, WR4 9FQ Tel 01905 455422</p>	<p align="center">Application for the Hire of Facilities</p>
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Using a black pen, the applicant must complete sections A, B, C & D. Section E is for school use only.

A Name of Organisation	
Nature of Organisation	
Applicant Name (Hirer):	Position in Organisation:
Address:	Telephone (Day):
	Telephone (Eve):
	Mobile No:
	Email address:

B Purpose of use:
Day(s) and Date(s) required:
Time(s) required (from/to):
Estimated number of attendees:

C Number of facilities required (priced per hour):			
Conference Room/Classroom/Dining Room or Other Indoor Space: £20.00		<input type="text"/>	
ICT Suite £25.00	<input type="text"/>	Food Technology Room £25.00	<input type="text"/>
Music Suite £25.00	<input type="text"/>	Construction Workshop £25.00	<input type="text"/>

D DECLARATION	
I confirm that the organisation/hirer has Public Liability insurance cover as follows:	
Name of Insurer:	Policy Number:
Expiry Date:	Limit of Indemnity (minimum £5M): £
<ul style="list-style-type: none"> The hirer agrees that systems are in place with regard to safeguarding measures as per the Conditions of Hire. The hirer is over 18 years of age 	
<p>I undertake to pay the appropriate hiring charges (including any charges arising from additional usage to that specified above), to observe and be bound by the Conditions of Hire detailed, together with any additional conditions set by the School, and to indemnify the School against any claims for loss or damage or personal injury or any associated costs arising from this agreement. I also confirm that where appropriate, this organisation has documented adequate child safeguarding policies in place.</p>	
Applicant's Signature:	Date:

Conditions of Hire

Throughout this document and solely in relation to it, the term 'School' means The Aspire Academy.

These terms and conditions must be complied with. The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting 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.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo, at the hirers own expense, a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Head Teacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.

The hirer may be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The hirer shall insure against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the letting of the premises. A copy of the Insurance Certificate must be sent to the school before the hiring takes place. The Academy shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. COPYRIGHT LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) The number of persons attending any function must be notified to the Head Teacher not less than 48 hours prior to the hire. Numbers are not to be exceeded except by prior agreement in writing by the Head Teacher.
- b) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- c) Firefighting apparatus shall be kept in its proper place and only used for its intended purpose.
- d) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Head Teacher.
- e) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- f) Performances involving danger to the public shall not be permitted.
- g) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g., polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the Governing Body.
- h) No unauthorised heating appliances shall be used on the premises.
- i) All electrical equipment brought into the building shall be subject to regular PAT testing, at the expense of the hirer, and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

- k) The Academy, or any person so authorised by the Academy can stop any entertainment or meeting not properly conducted.

7. THE HIRER'S RESPONSIBILITIES

The hirer shall during the hiring, be responsible for the efficient supervision of the hired premises, including the effective control and safeguarding of children and the health and safety of all attendees. The hirer shall be responsible for and shall indemnify the Academy against any breach of statutory provisions.

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting. No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

7.1 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.

7.2 COVID-19 (or similar)

It is the hirer's responsibility to ensure that all social distancing and other government guidance relating to COVID-19 (or similar) are adhered to during the hire period.

7.3 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

7.4 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

No substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

7.5 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Head Teacher in line with current food hygiene regulations.

7.6 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

7.7 INTOXICATING LIQUOR

Premises are let subject to the condition that no alcoholic drink is served or sold unless prior written permission from the school has been granted. The sale of intoxicating liquor may only be undertaken by

the current holder(s) of a Justices Licence and in accordance with the provision of that Licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such Licence.

7.8 SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

7.9 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

7.10 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby properties.

7.11 DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. Premises should be left in a clean and tidy condition. Failure to comply may result in a charge to the hirer of the cost of cleaning.

7.12 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

7.13 RULES

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

7.14 CHARGES AND CANCELLATIONS

A non-refundable deposit of 25% of the total hire charge must be paid at the time of booking. For regular bookings, one month's hiring is payable in advance. The school may at their absolute discretion, and without reason being given, require an additional deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring, provided there has not been any breach of the Conditions of Hire.

Bookings are accepted on the understanding that the school has priority of use should the need arise to cancel a booking at short notice. Under these circumstances only the deposit will be repaid.

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled by the hirer, provided that in each circumstance at least 14 days' notice is given, otherwise the full cost of the hire charge may be made.

It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of an interruption or cancellation by the Governing Body of the letting as a result

of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, any loss due to any breakdown of machinery, failure of supply of utilities, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances).

The decision of the Governing Body as to whether a letting should be terminated or cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Head Teacher the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its attendees appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reasons outlined above.

7.15 SUB-LETTING

Under no circumstances must the school premises be sub-let, underlet, or share possession with any other parties.

7.16 STORAGE AND LOSS OF PROPERTY

The permission of the Head Teacher must be expressly obtained before goods or equipment are left or stored on the premises.

The school does not accept responsibility or liability whatsoever, in respect of any damage, theft or loss of any property, goods or articles brought into or left upon the hired premises, either by the hirer for the hirer's use or by any other person, or left or deposited with any representative of the School.

It is the responsibility of the hirer to make his/her own insurance arrangements if required.

7.17 CAR PARKING

The hire of accommodation does not automatically include any right to car parking. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.

Any car parked on the premises is done so entirely at the car owner's risk.

7.18 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

7.19 RIGHT OF ACCESS

The Governing Body/Head Teacher reserves the right of access to the premises during the letting for emergency or monitoring purposes.

7.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated, including the removal of all their equipment, at the time stated on the booking form. Failure to comply may result in a charge for additional use. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

The school reserves the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion, and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

An invoice will be issued after the agreed hire. Accounts should be paid in full within 7 days of receipt. Payment should be made in cash or by cheque, payable to The Aspire Academy.

Any alterations to an original booking, or complaints arising out of a hiring must be made in writing to the school and addressed to the Head Teacher.

I/We confirm that I/We have read the above Conditions of Hire and agree to abide by them.

Completed forms should be returned to the Head Teacher.

Signed: Date:

Print Name: Position:

Notice of Hirers - Public Performance of Copyright Music

Anyone hiring an educational establishment for the performance of copyright music is required to obtain and complete a form entitled 'Declaration of Live Music Performed' and then return it to the Performing Right Society Limited, Copyright House, 29/33 Berners Street, London W1P 4AA.