JOHN TAYLOR MULTI ACADEMY TRUST

Lettings Procedure For Schools

Guidance Owner: **N Dean**

Next review date: **September 2027**

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1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- 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 school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Playing fields
- Main School hall

2.2 Capacity and charging rates

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

Area	Monday -Friday	Saturday	Sunday	Capacity
Main Hall	£28.35	£36.10	Price available on request	225
Sports Hall	£28.35	£36.10	Price available on request	Dependant on activity
Playing Field/Sports Pitch	£28.35	£36.10	Price available on request	Dependant on activity

All costs assume member of Site team on site to unlock/lock except playing field lettings.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We 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.

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

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 30 days notice.

A full refund will be issued if we do cancel a hire. 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.

The hirer of the premises can cancel any hire with a minimum of 30 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 School 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 (for all lets) and **prequalifying questionnaire (if you are providing an activity for a child or children, with the definition of a child**

being anyone under the age of 18), which you can find in appendix 1 and appendix 2 of this guidance, 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 School Business Manager.

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 its 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 school 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 school 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. 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 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 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 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 30 days notice will be refunded.
14. Any cancellations by the hirer received with less than 30 days notice will not 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 will clean the area used and leave the lettings facility in a neat and tidy condition.
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

27. exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

The JTMAT Safeguarding Policy is followed by all schools in the John Taylor Multi-Academy Trust and is available on the JTMAT website.

Policies – John Taylor Multi-Academy Trust (jtmat.co.uk)

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

A letter of assurance must be provided by the hirer to state that all staff have received safeguarding training and DBS checks have been undertaken.

Every hirer must name a safeguarding lead and share that information with the school's Designated Safeguarding Lead (DSL).

All hirers must be compliant with keeping children safe in out of school settings:

https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice

It is the responsibility of the hirers to ensure that the staff/volunteers associated with the hirers are aware of the Fire and Evacuation Procedures on the school site.

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

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. If any hirer does not have relevant policies and procedures in place, or is unable or unwilling to provide the required information, we will be unable to enter into an agreement to allow hiring of our premises.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school representatives below, as soon as reasonably practicable.

Concerns about a child/young person should be shared with Mr T Truby, Designated Safeguarding Lead (t.truby@kingsmeadschool.net)

Concerns about an adult/volunteer/person in a position of trust should be shared with Mr T Truby, Designated Safeguarding Lead (t.truby@kingsmeadschool.net)

The school will record your concerns on the relevant form please see appendix 3 and 4.

The school is responsible for following the JTMAT Safeguarding Policy in response to Safeguarding concerns reported out of school hours.

7. Monitoring arrangements

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 full governing board.

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 Mrs Stephanie Jones.

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 _____

Please return this form via email to Mrs S Jones, lettings@kingsmeadschool.net or to the school office at office@kingsmeadschool.net. 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 Pre-Qualifying Questionnaire

This questionnaire must be completed if you are offering a club, activity or service to anyone under the age of 18.

Do you have a Safeguarding Policy for you club/company/agency? Please provide a copy when returning this questionnaire	
Do you have a named Safeguarding Lead?	
Please insert the name of your Safeguarding Lead.	
Please insert the contact details for your Safeguarding Lead.	
Please identify the safeguarding training you provide to your staff/volunteers who work with children. Please confirm the date that staff last undertook safeguarding training. MUST be within the last 3 years. A child is anyone under the age of 18.	
Will you have at least one member of staff/volunteer on school site at all times who is First Aid Trained?	
Please list the staff/volunteers who are First Aid trained.	
Do you have a health and safety policy? Please provide a copy when returning this questionnaire	
Have your staff/volunteers received health and safety training?	
Do you have an emergency contact for every child taking part in every session?	
Do your staff/volunteers all have Enhanced DBS checks?	

Appendix :

3 School Form for recording concerns about a child.

If the child attends the same school the school can record directly on to MyConcern. If the child attends a different school. Complete the form below and share the information with the DSL at the school the child attends.

Name of child	
Name of School child attends	
Date of concern	
Time of concern	
Concern Summary (Category)	
Details of Concern	
Action Taken	
Club/Company of Agency reporting concern	
Name of staff/volunteer reporting concern	
Does this concern meet threshold for a Child Protection Referral? If YES refer to SCAST or Starting Point	
Does this concern meet threshold for criminality? If YES refer to Police	
Who are you sharing information with?	
Date	
Time	
Signed	
Name	
Role	

Appendix :

4 School Form for recording concerns about an out of hours staff member/volunteer or adult in position of trust

Name of child *If a child was involved.*	
Name of School child attends *If a child was involved.*	
Name of Adult who the concern is about.	
Role	
Date of concern	
Time of concern	
Concern Summary (Category)	
Details of Concern	
Action Taken	
Club/Company of Agency reporting concern	
Name of staff/volunteer reporting concern	
Does this concern meet harms threshold for a referral to LADO?	
Does this concern meet threshold for criminality? If YES refer to Police	
Who are you sharing information with?	
Date	
Time	
Signed	

Appendix :

Name	
Role	