



The Collegiate Trust  
Exceptional Education for All

## **TCT LETTINGS POLICY**

**Lead** Director of Estates

**Approved by TCT** February 2024

**Next Review** February 2027

# CONTENTS

CONTENTS.....	2
AIMS AND SCOPE .....	3
AREAS AVAILABLE FOR HIRE .....	3
CAPACITY AND CHARGING RATES.....	3
CHARGING RATES AND PRINCIPLES .....	3
APPLICATION PROCESS .....	4
TERMS AND CONDITIONS OF HIRE .....	4
SAFEGUARDING .....	5
MONITORING ARRANGEMENTS .....	5
APPENDIX 1: HIRE REQUEST FORM.....	6
APPENDIX 2: SAFEGUARDING CHECKS.....	7
APPENDIX 3: CONFIRMATION OF LICENCE TEMPLATE LETTER.....	9

## 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 the 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 assessments.

## AREAS AVAILABLE FOR HIRE

The school will permit hire of the following areas:

- Main school hall
- Toilets
- The Discovery Hub (Cookery room)
- Field/Playground
- Computing Suite

## CAPACITY AND CHARGING RATES

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

Area	Capacity	Cost
Main school hall	250	£45 per hour
Toilets	Groups of 4	£10 per hour
The Discovery Hub (Cookery room)	30	£35 per hour
Field/Playground	250	£30 per hour
Computing Suite	30	£35 per hour

## CHARGING RATES AND PRINCIPLES

### Rates

The rates for hiring out different areas are listed in the table 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 fee on top of the hiring rates, should the category of letting require this.

### Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 14 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 14 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### Review

The revenue raised from hiring out will be reviewed by the Chief Financial Officer and will be fed into the school's financial reporting, to ensure best value is being achieved.

## 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 office. Approval of the request will be determined by the Principal/Office Manager/Site Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and plan for the date and time in question. We will also send on the 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 when the organisation does not uphold the values of the school or reputational damage may occur.

## TERMS AND CONDITIONS OF HIRE

The following terms and conditions must be adhered to in hiring 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 offset 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 out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in 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 and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start 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.
  - 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 14 days' notice will be refunded.
14. Any cancellations by the hirer received with less than 14 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 shall not display any advertisement, signage, banners, posters, or other such notices on the premises without prior written agreement by the school.
18. 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.
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 licences 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 it is running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. 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.
24. The licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.
25. 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.

## **SAFEGUARDING**

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

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 encounter pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities, etc.), we will ask for 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.

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

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

**The hirer will need to complete the Safeguarding Checks document in Appendix 2.**

## **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.

## 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 section 2 and 5 of this Policy. If you have any questions, please contact the school office, who will be able to answer your query/point you in the right direction.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address
	Phone number
	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, etc.)	
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 that you will provide the relevant safeguarding documents/information in the Safeguarding Checks form (Appendix 2)	

By signing below, I agree to the terms and conditions set out in the school's Lettings Policy.

Name	Date
Signature	

## APPENDIX 2: SAFEGUARDING CHECKS

Safeguarding is a priority for The Collegiate Trust. It is a requirement of the Trust that all providers using school premises have a duty of care towards the children who attend. This means that by law you must take reasonable steps to ensure the safety of the children and to protect them from harm. We require all providers to adhere to the DfE statutory guidance document 'Keeping Children Safe in Education' (2023), particularly paragraph 167 to ensure the highest possible standards of child protection.

In line with these regulations, the Trust is required to obtain written assurance from the **provider** that the appropriate safeguarding and child protection policies are in place. The guidance is detailed here:

<https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice/keeping-children-safe-during-community-activities-after-school-clubs-and-tuition-non-statutory-guidance-for-providers-running-out-of-school-settings>

**Where applicable, we may choose to inspect said policies.**

The Trust may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, the Trust will follow their safeguarding policies and procedures, including informing the LADO. The provider should liaise immediately with the Trust, should any situations occur.

### Hirer

Name of company	Full address of company and point of contact

### Declaration

I confirm that:

- We have considered the suitability and safety of the setting for employees and take steps to reduce any risks identified.
- All staff should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (for example, call 999 if a child is having an asthma attack, etc.).
- We have a fire safety and evacuation plan.
- We have more than one emergency contact number for each child, where reasonably possible, and know of any medical concerns or allergies.
- We have a safeguarding and child protection policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members.
- Staff have awareness of and training on the specific safeguarding issues that can put children at risk of harm (for example, abuse and neglect, peer-on-peer abuse, extremism, and radicalisation).
- We have clear procedures on what to do if they have concerns about a staff member, volunteer, or other adult who may pose a risk of harm to children.
- We have appointed a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training.
- We have provided parents with a named individual (such as the DSL) so they can raise safeguarding concerns. *Or, if you are a lone provider:*

- We have provided the contact details of our local authority’s children’s services or the NSPCC helpline number.
- We have the contact details for the DSL and the local authority designated officer (LADO) and know the local referral route into children’s social care.
- We ensure that staff and volunteers have had relevant pre-employment checks (for example, DBS check, verification of identity) or, if we are a volunteer or self-employed, have checked if the organisation contracting our services can apply for a DBS check on our behalf.
- There are regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment.
- We have a clear complaint procedure.
- We have an effective whistleblowing policy.
- I am authorised by the organisation to confirm this information.
- The above company will provide a fully completed and signed copy of this document to the school for the attention of Sue Leaver prior to the start of the lettings agreement.

Signature of person providing information	
Name of person providing information	
Contact email address	
Contact telephone number	
Date information provided	

### APPENDIX 3: CONFIRMATION OF LICENCE TEMPLATE LETTER

Dear [contact name],

Thank you for submitting your hire request form to us.

We're pleased to say that 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 terms and conditions within our Lettings Policy.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. We will issue you an invoice that must be settled no later than 14 days prior to the letting. If the letting is recurring, the invoice will be issued monthly.

We'll also require you to submit to us:

- The signed copy of our Safeguarding Checks document.
- Proof of your public liability insurance, where relevant.

We have attached a copy of the evacuation procedures that should be followed in the event of a fire/similar emergency. Please familiarise yourself with these before the date of the hire.

You can contact [named contact and details] with any questions about the letting/premises. Your out of hours contact will be [named contact and details].

Kind regards,

[Named contact and details]