



YORKSHIRE
Endeavour
 academy trust
 Ethical | Nurturing | Brave
Lettings Policy

Document Status

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Introduction

Yorkshire Endeavour Academy Trust Board recognise that the facilities of its schools offer a valuable resource for the whole community and are committed to making the facilities of the schools available to other schools, community groups and organisations, where such activity does not conflict with the work of the schools, the best interests of its pupils, and the wellbeing and workload of its staff.

This document details the lettings policy and procedures of Yorkshire Endeavour Academy Trust and the role of the Trustees and users of the school facilities (hereafter referred to as the Hirer'). This policy will be reviewed biannually by the Trust Board.

Definition of a school letting

“Any use of the school premises (buildings and grounds) by parties other than the school staff and its governors/trustees. This may be either individuals or community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’”).

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

- Trust Board meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents' meetings
- School organised events and activities
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as community outreach programmes

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. 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 it or of creating any tenancy between the school and the Hirer.

Charges

Individual Academy Schools Local Governing Body is required to ensure that any expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget. Consequently, a scale of charges for the use of accommodation is produced within this policy and is reviewed by the Trust.

Scale of Charges

Letting Type	Area	Mid Week/Weekend	Cost per Hour
Community Letting (non profit)	Hall/Dance Studio	All	£10
	Field	All	£8
	Classroom	All	£8
Business	Hall/Dance Studio	All	£15*
	Field	All	£12
	Classroom	All	£12
All	Hall/Dance studio/classroom	Weekend/out of hours - additional caretaker charge	£20

***Regular bookings of 10 hours per week or more £10 per hour.**

Authority is delegated by the Local Governing Board to the Headteacher to deal with requests for lettings of a routine nature. Where any prospective letting involves

extended use of the premises (over a number of days/nights or after 12 midnight) or where the prospective hirer is not known to the Headteacher, the Chair of Governors must be consulted. The Trust standard lettings forms shall be used on all occasions.

Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.

The trust maintains insurance cover for liabilities incurred by Governors with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of hirers.

Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.

No smoking/drinking of alcohol is permitted by individuals on the school premises.

A minimum of two weeks' notice is required to the school for all lettings (at least 2 weeks prior to a term ending for school holiday hire).

Where hirers use equipment that is the property of the school or catering contractor the Headteacher/Contractors representation shall satisfy themselves that the hirer is capable of using such equipment.

Procedure Summary:

- a) Hirer to complete Application form and read and sign terms and conditions.(Form H1 and Appendix 1)
- b) School must check availability and carry out a risk assessment of letting and inform hirer of decision (example letters Appendix 3 & 4).
- c) Issue Hirer checklist (Appendix 2) if letting agreed.
- d) Hirer induction including fire procedures.
- e) School staff to complete Hire Checklist for School Staff (Appendix 5).

Appendix 1: Terms and conditions for use of school premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Chair of Governors at the School and the Hirer/nominated person from the hiring group/organisation.

Interpretation

'The School' means the Governing Body of the School, its employees and agents. 'The Hirer' is the organisation or individual with whom the school is contracting.

Purpose of Use

1. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.
4. Nothing in this agreement shall create a tenancy.

Access

5. The School Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.
6. The School Caretaker (or occasionally a school staff keyholder) will give school building access to the hirer.

Health and Safety

7. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.
8. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
9. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer (form H2) and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.

10. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.

11. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require, in the first instance, the hirer telephoning the Head teacher and/or the Caretaker of the school. The incident should be documented in writing.

12. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, DBS checks.

Payment of Hire Charges and deposit

13. Hire charges shall be due and payable within 14 days from the date of the invoice. In some circumstances of ongoing regular hire, payment may be requested by direct debit.

14. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.

15. Cancellation of hire may be given with 2 weeks' prior notice. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.

Responsibility of the Hirer for Good Order and Safety

15. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.

16. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.

17. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.

18. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer or deemed by the school to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not

complied with by the Hirer within 10 days, the items may be disposed of by the school and the Hirer shall reimburse the school for any expense incurred as a result.

19. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

20. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.

21. The Hirer shall comply with any reasonable instructions given by the Headteacher or other member of the school staff.

22. Alcohol is not allowed to be sold or used on the premises. Illegal drugs are not to be brought onto or consumed on the school premises.

23. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

24. Where the premises do not have a Public Entertainment License the Hirer shall be responsible for obtaining such a license. Any fees for such licenses are to be paid for by the Hirer.

25. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.

26. Smoking is not allowed on the school premises at any time.

27. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.

28. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises without permission.

Conditions of Hire Specific to the School Hall/Dance Studio

29. Outdoor footwear must not be worn in the school hall/dance studio. Non-marking footwear must be worn at all times.

30. No school games equipment may be used without permission. Any permitted use of sports equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.

31. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to school. The Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head teacher, it constitutes a Health and Safety risk or a hazard to the fabric of the building.

32. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to School Kitchens

33. The use of any kitchen equipment is prohibited without prior consent of the school. In the case of consent being given, a member of the school's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately.

34. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.

35. The Hirer has received all necessary food safety training as required by law.

36. The kitchen premises shall be left in a clean and hygienic condition after the hire.

37. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to School Fields

37. The length of time booked for the use of a pitch must include preparation time.

38. The school shall ensure that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.

39. The decision to cancel the use of a field, and so a hire arrangement, rests with the Headteacher and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the Headteacher and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

Public Liability and Accidental Damage Insurance

44. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together.
45. The Hirer must evidence 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 £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.
46. Yorkshire Endeavour will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.
47. The Hirer agrees to indemnify YEAT, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of YEAT, the school or their agents or employees.
48. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:
- a. Members of any club, association or society which operates by subscription or entry fee;
 - b. Any charity or individual organisation, carrying on business with a view to profit.
 - c. The School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Video Recording

49. No video recordings may be made unless prior permission has been obtained. The School must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

51. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. The school will not be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement

which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.

52. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

53. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee will not be invoiced to the Hirer. If less than 10 working days' notice is given, 50% of the fee shall be charged. The school can, at their own discretion, overrule these in exceptional circumstances.

54. The Hirer shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

AGREED by the School and the Hirer on the date set out in the Hire Arrangements letter

.....
Signed by The Chair of Governors of [insert name of School]

.....
Signed by [insert Position]
Authorised signatory of [insert name of Organisation]

Appendix 2: Hire Arrangements Checklist for Hirer

	<i>Things to do</i>	<i>√ when done</i>
1	Read through (i) the schedule of charges, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign two copies of the Terms and Conditions	
3	Send the application form and one copy of the signed Terms and Conditions to school to formally request a booking	
4	School notifies you that the booking is available or not	
5	Complete risk assessment of activity (including DBS check and ISA Registration if working with children) licences etc Adhere to pay in	
6	Send in risk assessment, DBS forms, copy of licences required, copy of insurance documents (*Where appropriate include proof of Public Liability insurance with a minimum Limit of Indemnity of £5 million)	
7	Attend induction into fire procedures	
8	Inform attendees of fire procedures and terms and conditions of use	

Appendix 3: Hire Arrangements Contract for one off booking

[Insert Hirer's name and address]

Dear [insert name]

The Head teacher/Governing Body has approved your application for the use of the premises of the above named school on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]
- [list all equipment]
-

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

Appendix 4: Hire Arrangements Contract for block booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on [insert day of the week] evening commencing [insert date] for [insert number of weeks] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]

- [list all equipment]

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

Appendix 5: Hire Arrangements Checklist for School Staff

Hirer: _____

Procedure	Date	Initials
Governors have Trust Lettings Policy in place		
Send hire arrangements pack to enquirer (pack to include lettings policy schedule of charges, terms and conditions of use and application form etc)		
Completed application form and signed Terms and Conditions received by school		
Assess suitability of activity		
Intended use meets with the Hire Arrangements Policy		
Check availability of premises / equipment		
Hirer has necessary Liability insurance or fits the definition to be covered under the Council's contingency Hirer's Liability cover		
School completes risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
View copies of the Child Protection Policy, DBS checks and safe recruitment procedures (as appropriate) for all organisations providing services to children		
Book hire arrangement into diary with Hirer's name and contact number		
Send confirmation of booking and invoice (half termly invoice for regular bookings).		
See completed risk assessment for activity from Hirer and ensure all risks are covered		
Induction to hirer into fire procedures, access, issue form H2 etc		
Re-check booking in diary, arrangements with caretaking staff and others where appropriate		

Notes:

FORMS

- H1 Application for Hire of Educational Premises of Grounds (including kitchens)

- H2 Information and Instructions to Organisers of Events held on YEAT Property

**APPLICATION FOR HIRE OF EDUCATIONAL PREMISES OR
 GROUNDS
 (including Kitchens)**

TO BE COMPLETED IN CAPITAL LETTERS & RETURNED TO THE HEADTEACHER AT LEAST 2 WEEKS BEFORE THE PROPOSED HIRE ARRANGEMENT DATE

School.....

APPLICANT'S DETAILS

1. Name of Applicant or Organisation.....
2. Association to Organisation.....
3. Name and address for correspondence

 ..
4. Telephone number.....

DETAILS OF HIRE ARRANGEMENT (each separate hire arrangement, not block booking, requires a separate form)

5. Purpose for which hire arrangement is requested

6. Dates and times of proposed letting:

Day	Commencement Date	End Date/ongoing	Area of Hire	From am/pm	To am/pm

7. Equipment required

8. I/we* agree

- (i) to provide all necessary documentation as requested by the Headteacher/Governing Body including proof of insurance
- (ii) to pay the charge on receipt of invoice
- (iii) to indemnify YEAT against any liability whatsoever which may arise out of the hire of the premises
- (iii) that use of accommodation shall be in accordance with the terms and conditions of hire (supplied separately)

Signed Date

.....

* Delete as appropriate

9. **FOR SCHOOL USE:**

Date received Date reviewed

.....

Approved Yes / No*

Reason why application was unsuccessful

--

Account No Date

.....

Costing of Hire

Item	£ per hour	No Hours	No Day	£	p

Total Cost to be invoiced

Information and Instructions to Organisers of Events held on YEAT Property

Organisation
Event
Name of OrganiserDate.....

Under the Health and Safety at Work etc Act 1974 the Trust is required to provide you with the following information.

1. The area/room allocated to your activity is
2. Access is gained to this area from
3. The Caretaker's telephone number is
4. The telephone number of the Officer in Charge is
5. The First Aid Box is located
6. Potential Health and Safety Hazards
.....

Instructions to Organisers

1. In the event of fire **immediately** dial 999 for Fire Brigade.
2. **Evacuate** all your party from the area to a safe place. Check your register, await Fire Brigade.
3. **Immediately** thereafter telephone Caretaker and/or Officer in Charge.
4. **In the event of an accident** - follow First Aid procedures, if **serious** telephone 999 for Ambulance.
5. **Immediately** thereafter telephone Officer in Charge (inform Caretaker if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising school equipment do not move or touch the equipment until a school representative has examined it.