

Pickwick Academy Trust



Lettings and Community Use Policy

Policy Group:	Resources
Policy Ref:	
Responsible Reviewing Officer and Job Title:	Emma Oldale Chief Finance and Operating Officer
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1. Introduction

- a. Pickwick Academy Trust recognises that the buildings and grounds of its schools are valuable community assets. The Trust is committed to working together with the local community by making every reasonable effort to make its school premises available to increase the health and quality of life of members of the communities to which it serves where this does not conflict with the core educational purpose of the Trust.
- b. In doing so the Trust recognise its duty to protect the pupils in its care and to ensure stewardship over the resources it is responsible for.
- c. Charges for the use of premises will be applied to cover the costs of the hire, and where appropriate raise additional funds for the school. Charges relating to the hiring of premises may vary per school site and must not be subsidised by a school's delegated budget.

2. Purpose and Scope

- a. The purpose of this policy is to:
 - Provide clear guidance on the procedures and conditions of letting and hire of school premises
 - Promote the use of school facilities by the wider community
 - Ensure affordable pricing is in place that supports the use of the facilities by all members of the local community
 - Safeguard the interests of Pickwick Academy Trust and its schools
- b. This Policy applies to all schools within Pickwick Academy Trust and covers all lettings of school buildings and grounds to external individuals, groups, organisations and charities as well as small businesses and commercial operations.

3. Responsibilities and Accountabilities

- a. The Trust board is responsible for:
 - Ensuring that a lettings policy is in place in order to ensure:
 - the safeguarding of pupils, staff and visitors
 - the protection of its premises
 - agreed lettings are safe, lawful and aligned with the Trust's values
 - Delegating the operation of this policy to each Headteacher.
- b. Members of the Finance, Resource and Risk Committee are responsible for:
 - approving and reviewing this policy
- c. Members of the Local Governance Committee are responsible for:
 - approving the letting rates for the year for their school
 - approving the letting times and available equipment
- d. The CEO is responsible for the broadcast of this policy across the trust.
- e. The Headteacher at each school is responsible for the operation of this policy on their

school site, ensuring that:

- all requests for lettings are reviewed on an individual basis.
 - all lettings charges, times and facilities are reviewed each year in readiness for the next academic year
 - all facilities are well maintained and comply with all legislation and Health and Safety requirements, including in respect to disabled users
 - all letting agreements comply with the Terms and Conditions of use (Appendix A) and the school Safeguarding and Child Protection policy
 - maximum capacity details have been provided to the Hirer
 - details of emergency procedures have been provided to a hirer as part of the Hire Agreement and a Health and Safety briefing is completed at the time of hire.
- f. The Head of Finance will be responsible for reviewing the use and income generation of the premises across the Trust.
- g. The Finance Manager for the school, in conjunction with the Headteacher, is responsible for setting rates of hire for the available facilities on site and ensuring that invoices are provided and paid within 30 days of the invoice date.
- h. The Administrative Officer at each site is responsible for letting bookings and day to day administration, including advising the Premises Team of any requirements, advising the Finance team of the cost to be invoiced and ensuring all paperwork and policies have been received prior to the letting going ahead.
- i. The Premises team will provide caretaking facilities where required and ensure the security of the site.

4. Definitions

- a. A letting is defined as any use of school premises by parties other than the school, PTA, or Trust-led activities.
- b. Categories of Lettings are as follows:
- Community Use: Non-profit groups, charities, local clubs
 - Commercial Use: Businesses or individuals charging for services.
 - Educational Use: External providers offering curriculum-enhancing activities. This may be split into after school provision and holiday clubs.

5. Permitted Use of the Premises

- a. The premises may be used for educational, recreational and social purposes subject to the following restrictions:
- Meetings of political parties and organisations or political rallies shall not be permitted.
 - No organisations shall be permitted to use the premises for any purpose if that organisation practices or supports any form of discrimination contrary to the Equalities policies of the Trust.
 - All hirers must agree to comply with the Terms and Conditions of Use of the Premises (Appendix A) and any failure to agree or comply will result in the letting being cancelled or terminated.
 - All hirers who are looking to run clubs or classes involving sports training or matches must provide confirmation of coaching and other relevant qualifications

awarded by the National Governing Body for the relevant sport.

6. Safeguarding

- a. All hirers who are providing clubs and activities for children must adhere to the Safeguarding requirements of KCSIE [Keeping children safe in education - GOV.UK](#)
- b. Where services are provided by the school under the supervision of their staff, their child protection arrangements will apply.
- c. Where services are provided separately by another body, the school must seek assurance that the provider concerned has appropriate Safeguarding and Child Protection policies and procedures in place as per the requirements set out in [Out-of-school settings: safeguarding guidance for providers - GOV.UK](#).
- d. This applied regardless of whether the children attending are on the school roll.
- e. If an allegation is received that relates to an incident that happened when an individual or organisation was using school premises for the purposes of running activities for children, the school should follow their policies and procedures, included informing the LADO.

7. Site Security

- a. Except where the letting is by means of a long-term Lease or arrangement with a known provider, and the lessee has a key to the area of the premises in which they operate:
 - There shall be a member of the Trust staff on site throughout the duration of the letting or easily contactable by phone should an emergency arise
 - No keys shall be provided to the hirer at any time
 - No security codes shall be disclosed to the hirer at any time
 - No access may be provided to IT equipment or PE apparatus.

8. Lettings Charges

- a. The Headteacher at each school is responsible for setting charges for all lettings on the school premises.
- a. In setting the charge, the Headteacher must ensure that the charge is sufficient to cover the cost of the letting. Lettings must not be permitted to make a loss.
- b. Lower charges may be offered to charitable organisations, community groups or staff members provided that the no letting makes a loss.
- c. The charges must be reviewed and approved annually by the Local Governance Committee for the academy year beginning 1st September and made available to all hirers.
- d. Charges will be made available in Appendix C of this policy on the website of individual Trust schools.
- e. The charge levied will include but not be limited to the following:
 - Cost of utilities used during the letting
 - Cost of staffing incurred to let the letting proceed
 - Cost of wear and tear on equipment and premises

- f. An additional charge will be levied should the premises not be left as found by the hirer.
- g. Lettings agreement charges only relate to the use of premises and, if necessary, tables and chairs. If the hirer wishes to use other equipment this would be subject to a separate charge, following agreement by the Headteacher. Kitchen equipment must only be used if a member of the catering team is available to be on site during the whole duration of the letting to safeguard the caterer's interests and the equipment. Under no circumstances must agreement be provided to use the school IT equipment or PE apparatus without the agreement of the Head of Facilities and CFOO.
- h. **VAT** will be applied to all relevant transactions and charges will show rates both inclusive and exclusive of VAT. Guidance to schools on the circumstances where VAT is applicable can be found in the Trust Financial Procedures Manual.
- i. **Payment** for lettings must be made in advance of the letting and no access will be provided to premises or any facility if charges have not been paid in full by the day the letting is due to take place. Where the letting is over an extended period, the school will agree with the hirer appropriate intervals for payment to be made.
- j. A school may require an additional deposit against damage to premises or equipment or to premises being left in an unacceptable condition and requiring additional cleaning costs or premises costs. The Headteacher will decide as to when this applies.

9. Lettings Times, Available Facilities and Equipment

- a. The Headteacher must consider the facilities and equipment that they wish to make available for lettings and what time they wish the lettings to take place. This will be articulated for each school in Appendix C.
- b. In doing so they must consider:
 - The wear and tear of equipment
 - The availability of premises staff and impact on administrative staff
 - The impact on residents
 - Any insurance implications
- c. Letting times and available equipment can be found in Appendix C of this policy on the website of individual Trust schools.

10. Appeals Procedure

- a. A potential hirer who has their application refused or their letting cancelled, has the right to appeal to the Headteacher.
- b. An appeal must be submitted in writing to the school office. It must state clearly the date and specifics of the event alongside reasons as to why the appeal has a strong legal basis to justify a previous decision by the school being overturned.
- c. A response will be provided by the school within 10 working days.

11. Complaints Procedure

- a. Should a hirer be dissatisfied with any element of the service received they must attempt to resolve the issue with school staff at the earliest opportunity. Every effort will be made on behalf of the school to resolve the issue efficiently and effectively.
- b. Should a hirer continue to be dissatisfied they should follow the requirements of the Trust Complaints policy.

12.Review

- a. This Lettings and Community Use policy will be reviewed by the Finance, Resource and Risk committee every three years.

13.Equal Opportunities

An Equality and Diversity Impact Assessment has been completed to ensure it complies with equality obligations outlined in discrimination legislation. The policy positively reflects the aims and ambitions of Pickwick Academy Trust.

14.References, acknowledgements and associated documents

This policy will be implemented in conjunction with other Pickwick Academy Trust policies in the same group of policies.

Appendix A

1. General Conditions

- 1.1 Educational and other statutory requirements take precedence and no application which will interfere with the educational functions or the premises or maintenance of the premises will be approved.
- 1.2 Applications for hire must be made on the application form (Appendix B) provided which, along with these terms and conditions, will form the basis for the Agreement of Hire and must be accompanied by an appropriate booking deposit. An Agreement for Hire will then be sent to the hirer to sign and return alongside confirmation of the costs of the booking. Full payment must be made, including a damage deposit if required, within 7 days of receipt of invoice.
- 1.3 Hiring will not be made to persons under the age of 21.
- 1.4 The Hirer shall not sub-let the premises, underlet or share possessions with other parties.
- 1.5 The school will only hire to organisations, clubs or recognised groups if they have their own public liability insurance. Any individual who does not possess insurance must obtain approval from the Headteacher and CFOO as part of the lettings application process. (This may be in the case if for example, a group of friends wished to hire a school field or hall).
- 1.6 Use during school holidays must not interfere with cleaning and maintenance.
- 1.7 Premises are normally let as they stand and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures, furniture or other arrangements of the accommodation except with the authority of the Headteacher. Any special requirements such as tables and chairs are to be requested on the application form (Appendix B) and paid for as appropriate in addition to the basic hiring charge. Stage lighting shall not be used unless special approval is given and a competent operator is available. A separate charge may be made for this use.
- 1.8 The Trust reserves the right to impose an additional charge for excess electricity consumption.
- 1.9 All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.
- 1.10 The Hirer shall not use any other room/ facilities other than that stated on the application form.
- 1.11 Posters or placards will not be permitted on the premises except upon the boards provided for the purpose, with the prior consent of the Headteacher.
- 1.12 No bolts, screws, nails or tacks shall be driven into any part of the premises; neither shall any adhesive be used on walls.
- 1.13 No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine, shall be brought into the accommodation.
- 1.14 Smoking is not permitted.
- 1.15 The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.
- 1.16 No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the Local Governance Committee and that of the Licensing Authority, if appropriate.
- 1.17 School Kitchens may only be used if a member of the Catering staff is on duty for the whole period to safeguard the Caterer's interests and supervise the use of equipment. The hirer will be charged at the appropriate rate for this attendance and for the use of the kitchen. The member

of staff is not required to work for the hirer. If use of the kitchen is required, the following conditions apply:

- The cooking of food is not allowed
- Floors and surfaces must be washed and left as found
- Refuse must be deposited in the correct containers located outside
- The hirer will be responsible for any damage and breakages and must report these immediately
- The hirer is responsible for the provision of appropriate dish cloths, tea towels, cleaning materials and bin bags.

- 1.18 Attention is directed to Section 12 (1) of the Children and Young Persons Act 1933 which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of properly instructed adult attendants, to see that the number of children attending does not exceed the proper capacity of the building, to control the movement of the children and other persons admitted while leaving and entering the building or any part thereof, and to take all other reasonable precautions for the safety of the children.
- 1.19 Consent to the use of the grounds may be withheld if the school consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
- 1.20 Hall floors are used for children's physical education and no substance is to be applied to floors to prepare them for dancing. No footwear liable to damage floors and floor coverings should be worn in the school building.
- 1.21 No dogs, other than guide dogs for the blind, shall ordinarily be allowed in school buildings.
- 1.22 Under no circumstances may any IT equipment or P.E. apparatus whatsoever be used.
- 1.23 The letting charges do not include cleaning. Hirers will be asked to leave the building as it was found. If this is not found to be the case the school will make a separate charge.
- 1.24 All rubbish must be disposed of in the bins / bags provided. Excessive littering during your booking will result in a review of all future bookings and will incur a charge.
- 1.25 The Hirer shall not use the premises for any commercial purpose without the prior written consent of the school. The Hirer will supply all information reasonably required by the school when applying for such consent and where consent is given will comply with all conditions attached to it.
- 1.26 Where car parking is permitted the Hirer must ensure that adequate stewarding is provided. Vehicles must only be parked in areas designated by the school either before or during the hire.
- 1.27 Access to the school must be by the appropriate entrances as identified by the Academy staff on duty.
- 1.28 All bookings are subject to the Hirer only occupying the premises during the agreed period and vacating the premises at or before the end of the agreed period. An additional hourly charge will be made if this requirement is not adhered to.
- 1.29 When the hire is not commenced within 15 minutes of the booked start time, the school will be locked. Please contact the school/ site manager if you know you will be delayed.
- 1.30 The Hirer must be mindful that the school is situated in a residential area and is to ensure that no excessive noise or nuisance is caused and that no damage is done to the hired premises or any other part of the school by the Hirer, the Hirer's guests or agents or any member of the public on

the premises during the period of hire. If unruly behaviour or use of foul language occurs the hiring may be terminated and the participants asked to leave.

- 1.31 The Trust will not be responsible for any loss to the hirer due to the facility not being available at the booked start time. Liability will be limited to a refund payment for the unavailable booked period.
- 1.32 The Trust will not be liable for breach of contract or to be held liable for any expenditure incurred or loss sustained, directly or indirectly, because of refusal, cancellation or termination.

The charges made for the use of premises are inclusive of all payments, including that of the caretaker, except as described in paragraph 1.7, 1.8, 1.17, 1.23 and 1.24.

2. Safeguarding and Child Protection

- 2.1 Ensuring the safeguarding of pupils at all times is of utmost importance. It is the responsibility of hirers to ensure that all safeguarding measures are in place while hiring out the space and that the Safeguarding and Child Protection policy of the school is read and complied with.
- 2.2 If children will be present during the hire, the hirer must have and present clear Safeguarding and Child Protection policies and procedures, which comply with current Government guidance from the DfE – [Keeping children safe in education - GOV.UK](#) and [Out-of-school settings: safeguarding guidance for providers - GOV.UK](#).
- 2.3 Enhanced DBS checks, updated within 3 years, must be provided for all adults on site, along with details of all Safeguarding Training dates.
- 2.3 The hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

3. Fire and Safety Precautions

- 3.1 Under the Health and Safety at Work Act 1974 (section 4) the Trust has a general duty to maintain safe access and egress to and from its premises in the event of an emergency and to provide details of the emergency procedures to the Hirers.
- 3.2 All hirers using the school premises or facilities must take responsibility for safe practice in the areas under their control, as per the Health and Safety at Work Act 1974, particularly Section 8 which states that no person shall intentionally or recklessly interfere with or misuse anything which is provided in the interests of health, safety or welfare. For further information please see the Trust Health and Safety policy which is available on request from the School Office or on the Trust website - [Health and Safety Policy Statement of Intent.pdf](#)
- 3.3 No First Aid equipment will be provided and no first aid will be administered by the school Staff on duty. ALL accidents must be recorded and reported to the school Staff on duty. Hirers must ensure there is a qualified first aider on site at all times to attend to any incidents. If a large number of people are on site the hirer shall, where required, contact the British Red Cross or St John Ambulance and arrange to have support, at their cost.
- 3.4 No electrical equipment must be brought on to the school premises without prior agreement and a certificate for PAT testing.
- 3.5 No fireworks or pyrotechnics may be brought to site.
- 3.4 Briefing
The hirer will be provided with Emergency Procedures prior to hire and must acquaint themselves with these.

They must have a working mobile phone available during the hire and will be made aware of the position of escape routes, fire alarms, fire fighting equipment and arrangements for emergency assembly areas to ensure the safe evacuation of buildings. The keyholder (normally the caretaker) will carry out this function.

3.5 Use of inflatables such as Bouncy Castles is not permitted.

3.6 Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

3.7 Fire Instructions

Before using the premises hirers are responsible for checking that:-

- Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
- Safety lighting is working satisfactorily.
- Seating and gangways are arranged in accordance with the safety rules.
- Fire fighting equipment is available for immediate use and location of the Alarm call points is known.
- The maximum permitted number of persons to be admitted will be provided by the school and must not be exceeded.
- The hirer is familiar with the layout of the building, fire escape routes and where to find and how to use a telephone in case of emergency.
- In the event of a fire the first duty of all concerned is to prevent injury or loss of life.
- In the absence of the Head or a nominated Deputy, the person in charge of the hired premises is responsible for calling the Fire Brigade when the alarm sounds.
- If there is a fire or the fire alarm sounds everyone should leave the building by the nearest available exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. No-one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.
- Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However fire fighting must always be secondary to safety of life.
- After the letting the Caretaker or other person in charge will check that there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed are off. Doors and windows should be closed and any special fire instructions adhered to.

4. Damage to the Academy Trust Property

4.1 The hirer shall be liable for any loss or damage which occurs to any property hired in this agreement during the period of hire or arising out of the hiring and the Hirer undertakes to pay on demand to the school the costs of making good any aforementioned loss or damage, including any additional costs, whether for staff or premises. Any outstanding monies will be a debt and

the Trust will take appropriate action to recover the debt.

- 4.2 It is expected that hirers / participants are fully aware of the correct use of the hired facility and any equipment, and that they undertake to use them only for their intended purpose. A risk assessment for all activities will be supplied with the application for hire. Any equipment used must be returned to the appropriate place at the end of the booking. All hirers will be asked to sign an Agreement for Hire that will also indemnify the Academy.
- 4.3 The cost of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed may be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

5. Publicity

- 5.1 The hirer may advertise the event or activity using the address or the school only once the agreement has been confirmed and the content of said advertising is approved by the Headteacher. If an event is advertised prior to agreement and approval, the school reserves the right to cancel the hire.
- 5.2 The hirer may use the school notice boards, after obtaining permission from the school, to advertise the event or activity but shall not be permitted to attach any banner, poster or other publicity material to any part of the academy including its exterior fencing and railings without the permission of the Headteacher.
- 5.3 Publicity material must not state that the school or Trust is involved in the management or supervision of an event unless this is the case.

6 Indemnity

- 6.1 Hirers shall indemnify the Governors against all claims, demands, actions or proceedings, in respect of goods or clothing or of the death or injury of any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Trust, their agents or employees, or any defects in the premises or of an act of God or the King's enemies.
- 6.2 The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £5 million. The Trust reserve the right to request a higher limit subject to the nature of the hire. A copy of the policy must be provided.
- 6.3 Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with the school strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Trust, their agents and employees from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions.
- 6.4 The hirer shall indemnify the Trust against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc., during the period of hire of the premises.
- 7.5 The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

7. Right of Entry

- 7.1 The Headteacher, Local Governors, CEO, CFOO and Trustees, and other authorised members or officers of the Trust shall in the pursuance of their official duties have free ingress and egress

to and from the hired premises, and instructions must be given by the hirer for their admission.

- 7.2 Any officer of the Trust so attending the premises has the authority to terminate a letting if the terms of the Agreement are not being observed.

8. Failure to Observe Conditions

If the hirer shall fail to observe or perform in any respect or ensure the observance or performance by others of the provisions of these Terms and Conditions and any notes attached hereto the Governors may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate vacation of the school and/or grounds. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the governors may have under the agreement or otherwise and the governors shall be entitled to retain for the use and benefit of the school any monies paid as a deposit and to sue for any balance outstanding.

9. Responsibility for Property

- 9.1 The Trust shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on their behalf.
- 9.2 Cars are parked on the school premises at the owners' risk.

10. Payment arrangements

- 10.1 The hirer will be advised of the cost of the letting on receipt of the Lettings confirmation. Payment must be received within 7 days of receipt of invoice.

11. Cancellation of Hiring

- 11.1 The Trust reserve the right to cancel any booking up to and including the date of hire if the Trust or school becomes aware of any fact that may suggest that it is not in the best interests of the Trust to proceed with the agreement or may prejudice the reputation of the Trust of the requirements of it.
- 11.2 The Trust also reserve the right to cancel any booking:
- in the event of the accommodation being required in connection with a parliamentary, County or Local Election
 - for the purposes of a civic emergency or any other event of national or local importance where the requirement was not known at the time of hire and use is essential for the school or Trust to fulfil its responsibilities
 - unforeseen circumstances such as power failures, lack of water, adverse weather affecting school premises
- 11.3 In the event of any such cancellations, the school shall provide as much notice as possible. The school shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or Trust venue if possible, but in any event the Trust shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.
- 11.4 The contract of advance bookings in respect of any letting, particularly when prior payment has been made, should not be broken except in extreme circumstances and the Headteacher should always be consulted.
- 11.5 In the event of the hirer having to cancel the booking, provided 7 days notice is given, no charge will be made. Cancellations made within 7 days will result in half of the fee being charged and within 48 hours, the full fee being charged.

12. Statutory Requirements

- 12.1 Public music, singing and dancing can only take place in premises that have an Occasional Public Entertainment Licence, available from the Licensing Officer at the Council. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure that they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
- 12.2 Public performances of stage plays, etc., can only take place in premises that have an Occasional Public Entertainment Licence. Hirers should contact the local council regarding the requirements for such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
- 12.3 The school's performance licence does not apply to the performance of dramatic or musical works if not performed by the Academy itself. For the performance of such works, the Hirer must themselves obtain the permission of the copyright owners. Nor does the Academy's licence cover the copyright that subsists in actual records, tapes or compact discs, as distinct from the recorded material itself. The Hirer, therefore, must obtain the appropriate licence if the function for which premises are hired involves the playing of recorded material
- 12.4 Intoxicating liquor cannot be sold on the premises unless the hirer or person provided the bar facilities has obtained a Temporary Events Notice (TENS). Such a notice must be shown to the Headteacher – before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.
- 12.5 Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the person or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

13. Interpretation

The Trust's decision as to the interpretation of these conditions shall be final and conclusive.

I have read and understood the details above:

Name:

Signature:

Company:

Date:

Appendix B



Letting Application Form Part A

The form must be completed and returned to the relevant school.
No hire is agreed until notification is received from the school.

School.....

Name of Hirer		
Organisation (if applicable)		
Type of Organisation (club/ company/ charity)		
Person in charge of session		
Invoice Name and Address		
Contact telephone number		
Contact Mobile number		
Email Address		
Booking Date/ Dates Required:		
Time of Booking	To	From
Facilities Required – rooms/ spaces required		
Other resources required – chairs and tables		
General Purpose of and Activities Undertaken during Hire		
Number of people on site		

Does the letting involve physical activity/ sport or coaching?	
If the answer to the question above is 'yes' please provide details and evidence of qualifications and membership of national bodies	

INSURANCE CONFIRMATION

Your organisation must have Public Liability Insurance (£5M) that is valid for the period of the hire (NB - this is not the same as Employer Liability Insurance).

Please give details of your Public Liability Insurance cover (insurer, date of policy, etc):

Insurer:	
Start Date of Policy:	
Expiry Date of Policy:	

Please send evidence of your Public Liability Insurance (certificate, schedule or a letter from your insurance company) to the school along with your Safeguarding and Booking form.

Bookings cannot be confirmed or go ahead until this has been received.

If the activity involves young people (under 18) please complete part B of the form

Lettings safeguarding form

For leasing of school premises by external organisations for activities provided for children, young people and vulnerable adults

Schools are required by Keeping children safe in education to ensure that organisations and individuals that hire/rent the premises have ‘appropriate arrangements’ to keep children safe when using the school premises for non-school activities.

This includes requesting and scrutinising providers’ safeguarding and child protection policies and procedures, ensuring liaison with the provider regarding safeguarding matters regardless of whether the children accessing the provision are on the school roll.

These should be a condition of the use/occupation of the premises by the provider and failure to comply would lead to termination of the agreement.

Guidance on ‘[Keeping Children Safe in Out-of-School Settings](#)’ details the safeguarding arrangements that schools should expect to have in place.

As part of safeguarding responsibilities, Pickwick Academy Trust schools will monitor and periodically check that the information provided is accurate and all hirers must provide additional evidence where requested.

Key personnel		
	Yes	No
Do you have a nominated DSL to have lead responsibility for safeguarding children while in your care?		
Has the DSL has completed safeguarding training relevant to the role?		
Please provide name of DSL (or indicate why this is not relevant):		
Date of last training/refreshers:		
Staff safeguarding training is delivered annually and meets statutory requirements as set out in KCSiE?		
Policies and procedures		
	Yes	No
Do you have an appropriate Child Protection Policy, along with procedures and codes of conduct that are compatible with those held by Pickwick Academy Trust Schools and by the SVPP and set out by the Department for Education?		
Do you have an approved procedure in place in the event of allegations and/or concerns against adults in your setting? This should cover any staff, volunteers, supply, contractors and bank staff you may use. The procedure should be in line with the Local Authority flowchart, available here .		
Are you aware of the procedures to follow if you think a child is being abused and have you shared this information with your members of staff?		
Do you have in place a Code of Conduct for staff that is compatible with the school’s Staff Behaviour Policy and expectations?		
Does your organisation keep records and registers of all children attending the activity?		

Safer recruitment

	Yes	No
Can you confirm that job interviews have been carried out for all staff and volunteers and that full application details exist?		
Can you confirm that individual identity, right to work and qualification checks have been satisfactorily completed?		
Are enhanced DBS checks obtained on all staff or volunteers working with children, including transporting children as part of the activity?		
Can you confirm that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people?		
Can you confirm that staff or volunteers have not had a break of 3 months or more from employment since their latest DBS disclosure was obtained?		
Can you confirm that a record of recruitment and vetting checks is kept by your organisation and that this is kept up-to-date and is available for inspection by the school on request?		

Safety and welfare		
	Yes	No
Do you have appropriate arrangements in place for other emergencies?		
Are you aware of the arrangements that are in place to liaise with a member of school staff if there are any particular concerns?		
If using potentially hazardous equipment provided by the school, can you confirm that it will be operated by suitably trained staff and it will be supervised at all times by an adult member of staff?		
Can you confirm that your organisation does not condone bullying, racism or any other forms of prejudice by your members of staff or any of your clients and their family members?		
Do you have specific arrangements in place for dealing with situations where children are not collected after the activity?		
If providing childcare, please confirm details if the organisation is registered with Ofsted:		
Please provide registration details or N/A:		
Is your organisation registered with the appropriate national registered body (eg FA for football organisations)?		
Please provide details:		

Data protection		
	Yes	No
Does your organisation have procedures in place to protect staff and client personal information in line with the requirements of GDPR and the expected provisions of the DPA?		

Updates

	Yes	No
Do you agree to notify the school of any changes in Ofsted registration, adults regularly present and any other changes as relevant? Changes will need to meet the same safeguarding criteria applied for the original application.		
Please list below the names and addresses of all staff and volunteers from your organisation who will be on site at any time during the period of your hires: <i>(extend as required)</i>		
Name	Address	

I acknowledge that it is the club's responsibility to advise the school if the person who has hired the facilities on behalf of the organisation changes. In this case a new safeguarding form will have to be completed.

I confirm that I/ we apply to hire the school premises and resources in accordance with the above details.

I confirm that I have read the following documents:

- School Safeguarding and Child Protection Policy
- Trust Health and Safety Policy
- Trust Letting and Community Use Policy
- Lettings Terms and Conditions
- DFE After School Clubs, Community Activities and Tuition = [Out-of-school settings: safeguarding guidance for providers - GOV.UK](#)

and will comply with the terms and conditions therein.

Signed (Hirer)

Print Name

Date

Office Use Only:

Actions	Completed by	Date
T's and C's signed		
Booking Accepted		
Diary updated		
Confirmation letter provided		
Site Staff notified		
Induction date booked		
Identity checked		
Copy of Public Liability Insurance retained		
Marketing material checked		
Sporting/ Coaching Qualifications seen and copied		
Safeguarding form completed, policies, DBS Check and training received		
Total Fee		
Deposit Invoiced		
Payment Received		
Letting Invoiced		
Payment Received		

School

Lettings Times, Charges and Facilities

Letting Times

During Term Time	Monday to Friday	
	Saturdays	
	Sundays	
During School Holidays	Monday to Friday	
	Saturdays	
	Sundays	

Charge Per Hour	Monday – Friday	Weekends	Evenings After 7pm
After School Club Provider (Pupils only)			
Holiday Club Provider			
Community Use			
Commercial Use			
Holiday Clubs			

- Community Use: Non-profit groups, charities, local clubs
- Commercial Use: Businesses or individuals charging for services.
- Educational Use: External providers offering curriculum-enhancing activities. This may be split into after school provision and holiday clubs.

Facilities Available	

