



# LETTINGS POLICY

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<b>Reviewed By</b>	Trust Board	<b>Date</b>	
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<b>Next Review Due</b>			



# LETTINGS POLICY

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This policy does not form part of the contract of employment and may be amended from time to time. The School reserves the right to depart from it as appropriate to individual circumstances, whilst always taking account of the ACAS Code of Conduct.

# 1.0

## INTRODUCTION

Wickersley Partnership Trust (hereafter known as WPT) is keen to see that the premises in the Trust are used for the benefit of the whole community. The education of children is the prime purpose of the Trust, however we believe education is a life-long process which should be open and accessible to all.

The Trust is willing to let its property for the following reasons:

- To promote the sensible and just use of Trust/school property for the mutual benefit of the Trust/school, groups and individuals in the community.
- To raise revenue which will be used to the educational advantage of the students in the Trust/school.

As part of our community involvement, promoting community use of our facilities is important to us. We will promote a balanced range of activities across the group and give preference to those in which our students can play an active part.

Where applicable, any WPT schools which offer extended stay to students will give preference to students, and Trust facilities will not be used in any way that is detrimental to them. We reserve the right to cancel any booking without notice should we have cause for concern.

# 2.0

## AIMS

- 2.1** The WPT lettings policy aims to facilitate fair use of WPT properties by local communities. WPT is committed to generating additional income from the hire of facilities which provides additional income to educational funding and helps maintain the standard of facilities].

# 3.0

## FACILITIES AVAILABLE FOR HIRE AND PRICING

- 3.1** WPT decides on which parts of the Trust premises are available for hire and what prices are set. The expectation is that the Trust will charge in line with local market rate, and that a fair booking system is in place which gives opportunity to all groups.
- 3.2** WPT may have a discounted pricing structure for local community groups.



- 3.3** Application for the hire of Trust premises/facilities is to be made by the local group (**Appendix A**) and each case will be considered by the Trust Finance and Audit Committee on its individual merit.
- 3.4** As a minimum a local community group must be a group that is open to a high proportion of people in the local community, must not be a business and must be run on a not for profit basis.
- 3.5** The Trust will maintain a clear audit trail and a robust method of billing, thus ensuring
- a) financial transactions are handled appropriately and
  - b) internal audit can if required walk through any booking from initial agreement, through to use of the facility and income recorded correctly in the accounts system.

## 4.0

## TERMS AND CONDITIONS OF USE

The following terms and conditions are the minimum expected between WPT and a Hirer(s). These need to be agreed and signed by both parties (see declaration form in appendix A).

These terms and conditions, together with the form of application to hire school facilities, shall constitute the contract between (enter Trust name) WPT Trust and the Hirer(s).

### 4.1 APPLICATION

Application for hire must be made on the application form provided which will form the basis of a licence to use WPT premises.

If an organisation is hiring the property/facilities both the organisation itself and its members are jointly and severally liable under this agreement.

The Hirer must ensure that everybody making use of the property/facilities complies with the conditions of use.

This agreement is personal to the Hirer and may not be assigned to any third party. The Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the premises, their users or any insurance policy relating thereto.

The number of persons using any hired property/facilities shall not exceed the number advised by the Hirer and authorised by the Trust.

### 4.2 CANCELLATION

There will be at least ten working days' notice, in writing to the Trust Lettings Manager, for any cancellation of a booking made by a Hirer. Cancellations made after this date will be charged at half the booking fee, or full fee if within five working days.

The Trust reserves the right to cancel any booking at any time in the event of the Trust requiring any hire property for School/Trust and education purposes or for any other reason which is considered necessary. Please note that this may be at short notice but as much notice as possible will be given.

#### **4.3 PAYMENT**

The first month's fee is payable in full upon signing this agreement, or termly in advance (if agreed in writing), for bookings covering a period longer than one term.

#### **4.4. INDEMNITY AND INSURANCE**

The Hirer shall be responsible for all damage caused and shall indemnify the Trust against all loss, damage and expense unless due to the negligence of the Trust and any such damage shall be reported immediately to the Trust (email [lettings@wickersleypt.org](mailto:lettings@wickersleypt.org)).

Any damage caused to the property/facilities (or elsewhere in the Trust) shall be compensated to an extent considered reasonable at the discretion of the Trust within five working days of a written demand.

The Hirer shall indemnify the Trust against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the unless due to property/facilities the Trust's negligence.

The Hirer shall obtain insurance against legal liabilities to third parties (including the Trust) with a limit of indemnity of at least £5 million for any one incident. The Certificate of insurance must be attached to the Application Form.

#### **4.5 THE PREMISES**

Access is restricted to the rooms comprised in the property/facilities and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.

No open flames are allowed.

Smoking is not permitted anywhere on the site.

This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable; kitchens and catering equipment shall not be used unless approved by the Trust subject to any conditions that may be imposed.

Proper supervision of car parking arrangements so as to avoid obstruction of the highway and emergency exits.

#### **4.6 PERFORMING RIGHTS AND LICENCES**

No copyright works shall be performed in the property/facilities without the licence of the copyright owner and the Hirer shall indemnify the Trust against any penalty or sanction for any copyright infringement that may occur.



The Hirer shall not use the property/facilities for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained along with prior written permission from the Trust.

The property/facilities shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the Trust.

No alcoholic drinks shall be brought onto Trust premises except where the Trust agrees otherwise and where a licence has been obtained.

No film or video shall be shown in the property/facilities or taken in the facilities without the Trust's prior consent.

The Hirer shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority and the local authority.

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales.

#### **4.7 HEALTH AND SAFETY**

The Hirer is responsible for the health and safety of everybody using the property/facilities (including first aid) and must make itself aware of the fire precautions and procedures in existence.

Electrical apparatus shall not be brought onto the property/facilities without the Trust's consent, and all electrical equipment must have an 'in date' PAT test.

Animals, other than guide dogs, are not permitted on the Trust premises without the written prior consent of the Trust.

The Hirer will leave the property/facilities in a clean and orderly state.

The disposal of any refuse arising from the use is the responsibility of the Hirer.

All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DRB) if working with children under 18 or vulnerable adults, even if this is supervised.

In relation to activities for children, the Hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the Trust site.

All clubs/organisations hiring the facilities must have the following policies in place:

- Health and Safety
- Quality Assurance
- Child Protection (if working with Children)

#### **4.8 PRESERVATION OF ORDER**

The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

The Trust does not accept any responsibility for any articles of property left by the Hirer, their guests, agents or any member of the public on the hired property during the period of the hire. No equipment may be stored on the premises.

The Hirer must provide details of a “Nominated Responsible Officer” who must be present on site at all times of the agreed hire period. This person will be responsible for ensuring that the terms and conditions of use are adhered to whilst on the premises, and will also be the point of contact between the persons using the facilities and staff on site.

## 5.0

## DECLARATION

I agree to abide by the terms and conditions above.

### **HIRER**

Signed:

Date:

Name:

Position:

Organisation:

### **NOMINATED RESPONSIBLE OFFICER** (if not the above)

Signed:

Date:

Name:

Position:

Organisation:



# Appendix A

## Application Form

<b>HIRER</b>	<b>FULL NAME:</b>			
	<b>ADDRESS:</b>			
	<b>POSTCODE:</b>			
	<b>TELEPHONE:</b>			
	<b>EMAIL:</b>			
	<b>IF ACTING ON BEHALF OF A BUSINESS, CLUB, ORGANISATION ETC. PLEASE STATE ITS FULL NAME AND ADDRESS PLUS YOUR POSITION THERE.</b>			
	<b>NAME OF ORGANISATION:</b>			
	<b>ADDRESS:</b>			
	<b>YOUR POSITION IN THE ORGANISATION:</b>			
<b>NOMINATED RESPONSIBLE OFFICER</b>  <b>(SEE POINT 3.1 OF TERMS AND CONDITIONS OF USE)</b>	<b>RESPONSIBLE OFFICER:</b>			
	NAME:			
SIGNED:				
DATE:				
<b>SECONDARY RESPONSIBLE OFFICER: (TO ACT AS RESPONSIBLE OFFICER IN ABSENCE OF THE NAMED ABOVE)</b>				
NAME:				
SIGNED:				
DATE:				
<b>AREAS AND FACILITIES HIRED</b>  <b>(IF BOOKING A SERIES OF DATES PLEASE MARK THEM ON THE CALENDAR ATTACHED TO THIS FORM.)</b>	<b>DAY &amp; DATE OF TIMES OF HIRE</b>	<b>AREA/ FACILITIES</b>	<b>START TIME</b>	<b>FINISH TIME</b>

FURTHER DETAILS	EVENT TITLE:		
	IS THE EVENT/ACTIVITY FOR 0-19 YEAR OLDS?	YES	NO
	EXPECTED NUMBERS		
	EQUIPMENT REQUIRED (PLEASE LIST):  PLEASE NOTE THAT HIRER'S OWN ELECTRONIC EQUIPMENT MUST BE PAT TESTED. WE CAN ARRANGE THIS FOR A FEE IF NECESSARY.		
PAYMENT  (PLEASE REFER TO FRONT PAGE ATTACHED FOR CHARGES)	Unless otherwise agreed, <b>FULL</b> payment must be returned along with this agreement, in order to secure your booking. Please make cheques payable to (enter payment details):		TOTAL AMOUNT ATTACHED:
	For block bookings of more than one term, payments may be made termly in advance. Please contact us to arrange this, prior to sending your completed form.		
INSURANCE	All hirers <b>MUST</b> have public liability insurance with minimum cover of £5,000,000.00	NAME OF INSURER:	
		POLICY NUMBER:	
		EXPIRY DATE:	
		LIMIT OF INDEMNITY:	
		PLEASE ENCLOSE A COPY OF THE INSURANCE CERTIFICATE WHEN RETURNING THIS FORM.	



<b>DBS CHECKS/ CERTIFICATES/ QUALIFICATIONS</b>	<b>IF THIS ACTIVITY INVOLVES YOUNG PEOPLE (UNDER THE AGE OF 18), HAVE ALL THE STAFF WORKING WITH THE CHILDREN BEEN DBS CHECKED?</b>	YES	NO
	<b>IF YES, PLEASE ENCLOSE COPIES OF ALL CERTIFICATES WHEN RETURNING THIS FORM</b>		
	<b>IF YOU ARE PLANNING TO DELIVER COACHING ACTIVITIES, DOES THE COACH OR LEADER POSSESS APPROPRIATE QUALIFICATIONS?</b>	YES	YES
	<b>IF YES, PLEASE GIVE DETAILS BELOW:</b>		
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>			
<b>REFERENCES</b>	Please give the contact names & addresses of two organisations we may contact for a reference (including previous/current premises used): <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		

	NAME OF ORGANISATION:	ADDRESS:	TEL NO.:	EMAIL:
	1.			
	2.			
DECLARATION	1. I HAVE ENCLOSED THE APPROPRIATE AMOUNT FOR HIRING CHARGES		YES	NO
	2. I HAVE READ AND AGREE TO BE BOUND BY THE TERMS & CONDITIONS OF USE AND HAVE SIGNED SAID DOCUMENT ATTACHED		YES	NO
	3. I AGREE TO INDEMNIFY THE CITY HEIGHTS E-ACT ACADEMY AGAINST ANY CLAIMS FOR LOSS OR DAMAGE		YES	NO
	OR PERSONAL INJURY OR ANY ASSOCIATED COSTS ARISING FROM THIS AGREEMENT		YES	NO
	SIGNATURE:			
	NAME & POSITION:			
	DATE:			
RETURN	Once fully completed, this application form, a copy of your public liability insurance certificate and your total fee due must be returned to the below address:			
	(Enter contact and address of academy here)			
<b>FOR OFFICE USE ONLY</b>				
APPROVAL OF HIRING BY BUSINESS MANAGER OR ROD:				
AGREEMENT DATE:				
CUSTOMER REFERENCE:				
BOOKING REFERENCE:				
INSURANCE CHECK DUE:				



## COMMUNITY USE PRICING

If you are running a sports club or activity that is specifically aimed at residents in the local area or is beneficial to the local community or our students.

If you believe that your activity fulfils these criteria, please outline the reason for this below and we will confirm whether or not a community discount will be applied.