

Lettings Policy



The Stour Academy Trust
Together on a journey to excellence

Reviewed June 2018

Introduction

The Board of Directors regards the Trust buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

Within the context of Every Child Matters, the Board of Directors will endeavour to maximise the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils.

Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

Definition of a letting

A letting may be defined as:

“Any use of the Trust buildings and ground by parties other than the Trust and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

The Stour Academy Trust will not charge for Not for Profit Organisations such as local football teams and scouts.

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

- Governing body meetings
- Trust performances
- Family learning
- Parents’ meetings
- Meetings of the Parent Council

Insurance

The Trust holds a Public Liability Insurance provided by Zurich Municipal, this already insures The Trust against claims for injury or damage to members of the public that may arise due to negligence.

It is essential that all organisations wishing to use Trust premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document should be seen and a copy taken by the Trust and kept on file.

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 the Hirer and shared with the Trust and kept on file in Trust, this should be received by the Trust prior to hire, at the time of the booking.

Safeguarding

Hirers providing services to children, whether pupils at the Trust or others, must have policies and procedures in place to ensure children's safety in terms of risk assessments and GDPR. The hirer must adhere to The Stour Academy Trusts safeguarding policies and procedures and hold a valid DBS. This DBS must be presented annually and a disqualification by association form must be completed.

Lettings charges – valid from 1st August 2018

	Monday – Friday	Weekend/ Bank Hols
	Cost per Hour	Cost per Hour
Trust Hall/Classroom	£20	£30
Trust Grounds	£10	£15

Heating is £10.00 extra for the duration of the let and the use of the kitchen will incur an additional charge of £5.00.

Terms and conditions of hire

1. An Application for Hire form should be completed and returned to the Trust, normally at least two weeks prior to the proposed date of hiring.
2. Confirmation or otherwise of the booking will be given in writing within one week of receipt of the Application for Hire form.
3. All hirers must carry sufficient third party liability insurance to satisfy Zurich Municipal requirements (currently £1 million)
4. Payment is required within 7 days of invoice.
5. Any damage to the Trust premises or the property therein will be the responsibility of the hirer who will be required to make good any damage, or pay the costs of making good.
6. Three clear days' notice is required if a booking is to be cancelled. If due notice is not given, the hirer will be required to pay the full hire charge. If a letting is cancelled by the Trust a full refund will be given.
7. The hirer must ensure that a responsible person is present on the premises at all times during the period of the letting.
8. Any additional cleaning or tidying up time required as a result of the let will be the subject of an additional charge.
9. The Trust accepts no responsibility for the loss of or damage to personal property brought into or left on the premises during the letting, including any vehicles parked on the Trust site.
10. The hirer must agree that no equipment will be used without the approval of the Trust and that any installation of the hirer's equipment will be carried out by competent personnel.
11. The hirer accepts that they should familiarise themselves with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of a fire should also be studied and the information disseminated.
12. All lettings must terminate by midnight unless overnight hire has been agreed in advance. All users must vacate the Trust site by midnight, however, music etc. must be terminated by 10.30pm
13. The Trust operates a no smoking policy. No hirers or attendees of functions may smoke anywhere on the Trust site.
14. The hirer will not do or permit anything to be done which may constitute a nuisance or annoyance to other users of the Trust or to residents of properties adjoining the premises.

Lettings booking form/hire agreement

BOOKING DETAILS	
School	
Date/s required	
Sessions required	<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening <input type="checkbox"/> Evening (Late finish) <input type="checkbox"/> Full day <input type="checkbox"/> Other <p style="text-align: right;">.....</p>
Time of hire	
User	<input type="checkbox"/> Private <input type="checkbox"/> Local group <input type="checkbox"/> Commercial <input type="checkbox"/> Event <input type="checkbox"/> Other <p style="text-align: right;">.....</p>
Maximum number of people attending:	
Hirer Details (including organisation)	
Name:	
Address:	
Telephone:	
Mobile:	
Email:	

Charges Payable:	
Method of payment:	<input type="checkbox"/> Cheque <input type="checkbox"/> BACs <input type="checkbox"/> Card
Total due:	
<p>Please sign and date this agreement, confirming that you have read and understood a copy of our terms and conditions of hire and agree to abide by them. I attach insurance details and a risk assessment to the Trust.</p> <p>Signed:.....</p> <p>Date:.....</p> <p>Signed on behalf of the Trust:.....</p>	

Childcare disqualification declaration form

Name	
Role	

As part of our duty to safeguard pupils, we need to check whether you have been disqualified from caring for children. Please answer the questions and sign both of the declarations below.

Please note that you are not required to disclose convictions or cautions that are 'protected' as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013).

Self-declaration

<p>Have any orders relating to the care of children, as set out in schedule 1 of the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, been made in respect of you?</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Orders disqualifying you from caring for children • Orders disqualifying you from private fostering • Any refusal of an application for you to be registered in relation to a children's home • Care/child protection orders issued in respect of a child in your care 	Yes/No
<p>Have you been convicted of committing, or been given a caution, reprimand or warning since 6 April 2007 for, any offences set out in regulation 4 and schedules 2 and 3 of the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018?</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Any offence against or involving a child • Any sexual offence • Any violent offence, i.e. murder, manslaughter, kidnapping, false imprisonment, actual bodily harm (ABH), or grievous bodily harm (GBH) 	Yes/No
<p>Have you been barred from working in regulated activity with children (i.e. are you included on the Disclosure and Barring Service Children's Barred List)?</p>	Yes/No
<p>Have you committed an offence overseas which would have resulted in disqualification if it had occurred in the UK?</p>	Yes/No
<p>Please provide further information where you have answered 'Yes' to any of the questions above.</p> <p>.....</p> <p>I will make the school aware of any changes in my circumstances, including any cautions or convictions that affect my suitability to care for children.</p> <p>Signed:..... Date:.....</p>	