



**FAIRCHILDES
ACADEMY
COMMUNITY
TRUST**

Fairchildes Academy Community Trust

Letting Policy - 2017

By order of the Trust, we approve

Chair of Trust: **Print name:** _____

Sign: _____

Date: _____

Introduction

A letting may be defined as ‘any use of the school premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

The hiring of our both schools premises by the community and local businesses is welcomed by the Trust provided it complies with all applicable laws and regulations. However, the overriding aims of the Trust is to support the schools in providing the best possible education for its students whilst ensuring their safety at all times. Any lettings of the premises to outside organisations will be considered with this in mind.

This policy sets out to advise all hirers of the schools’ Terms & Conditions regarding the letting of any area of the schools. The schools reserve the rights to restrict any external lettings to particular hours of the day, days of the week and areas of the premises to minimise overhead costs and security risks and gives priority to school use. The use of the premises for schools functions will take priority over lettings. The schools reserve the right, at any time, to cancel any letting but will endeavour to give as much notice a possible to hirers.

The policy aims to

- Provide suitable accommodation to let.
- Ensure value for money for both hirer and schools.
- To benefit the Local Community by providing facilities for a wide range of interests

School Letting Hours

The school is available to let at the following times:

Monday to Friday: 6pm– 11.00pm during term time Monday to Friday: 9am – 11.00pm during half term and school holidays (except Good Friday and Christmas week)

Saturday and Sunday: 09.00am – 10.00pm

Charges of Lettings

The Trust is responsible for setting the charges for the letting of the school premises. The rates are charged to cover, caretaking, energy, water, wear and tear on school property plus administration costs.

Terms & Conditions of Bookings

All bookings are to be made directly to the school by contacting the Site Manager. Once a verbal agreement has been reached a **formal letting form and Terms & Conditions of Hire (Appendix A)** must be completed before commencement of the letting. This letting form, forms a signed agreement between hirer and the school. An invoice will be generated on receipt of the signed letting form and payment must be made in advance of the letting. If the charges are not paid, the

school reserves the right to refuse entry to the facility, the letting may be deemed as void and the premises re-let.

Appendix A

TERMS AND CONDITIONS OF HIRE

These terms and conditions must be complied with.

The 'Hirer' shall be the named individual on the booking form and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. In addition to the hiring fee a refundable damage deposit of £100 may be requested entirely at the discretion of the trust.

Purpose of use: The premises must only be used for the purpose for which they are hired, and the Hirer shall not assign the whole or any part of the benefit of this agreement nor may the premises be used for a longer period than that specified at the time of hiring. Any use must be for lawful purposes.

Insurance: The Hirer must have Public Liability Insurance in force for the period of hire which is appropriate for the activity undertaken on the school premises. School shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Liability: Except for personal injury, death or fraud, the school excludes and limits all liability arising directly or indirectly in connection with the use of the premises to the extent permissible in law.

Security: Each Hirer may only enter the school premises during the hired hours. Hirers may only occupy areas of the school that have been agreed for their letting.

Safeguarding: The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks.

Health and safety: Hirers must ensure the highest levels of Health & Safety at all times while on the school premises.

The Hirer will be made aware of the school fire exits and emergency procedures and is responsible for ensuring that the whole party is aware of these.

Any dangerous occurrence, accident or injury must be reported to the Lettings Staff immediately.

Any electrical equipment brought into the school must be PAT tested and clearly labelled as such with a current test date.

Intoxicants or hazardous chemicals are not to be brought onto the premises without prior written authority.

Highly flammable substances shall not be brought into, or used, in any part of the premises.

The school is a strictly **NON SMOKING SITE**

Licenses: Normal licensing laws relate to these premises.

No intoxicating drink may be brought onto the Academy premises without the prior agreement of the Premises Manager. Under The Licensing Act 2003 the Hirer is responsible for obtaining a Temporary Event Notice (TENs) from the appropriate bodies.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed on the premises unless the necessary licence has been obtained.

First Aid Facilities: It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

Animals: Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

Cleaning: All areas of the let should be left in a clean, tidy and satisfactory condition, including replacing any furniture that may have been moved. The areas of the hire should be clean of all plastic bottles, cans and litter should be removed from site or left in the litter bins provided. Any additional cleaning costs must be met by the Hirer.

Policies: The Hirer shall comply with any of the schools policies or procedures which the school in its reasonable opinion considers are appropriate. Copies will be provided or any such relevant policies or procedures.

Hirers' responsibilities: Good housekeeping is expected of all the Hirers. The areas should be left in the condition in which they were found. Additional charges may be levied for any damage, cleaning or clearing away of litter.

Hirers must vacate the premises promptly at the conclusion of the hiring period. Additional charges may be levied for any extra time.

The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

The Hirer and its guests must comply with all applicable laws and regulations in connection with the use of the premises.

The Hirer must not use the premises for any anti-social or indecent purpose or for any other purpose which may adversely impact on the school's reputation (as determined by the school in its absolute discretion).

Aggressive, illegal or anti-social behaviour will not be tolerated on the premises. The school reserves the right to remove any persons it considers (in its absolute discretion) contravenes this.

Right of removal: The school may immediately remove the Hirer and any persons connected with the Hirer that breach or fail to comply with a term of this agreement.

Cancellation: The school reserves the right to cancel a booking at any time without notice and without assigning any reason, but would endeavour to give as much notice as possible. In such circumstances, the school will accept no liability for loss incurred as a result of the cancellation, but undertakes to refund any payment made, or re-arrange the booking. In the event of the hirer wishing to cancel the booking, then a minimum of 2 weeks' notice must be given. If less than 2 weeks' notice, the charges for all days booked within 2 weeks shall be due and payable.

This agreement: This agreement is governed by laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales. This agreement contains the entire understanding of the parties.

Acceptance

I/we agree to be bound by these Terms and Conditions of Hire.

**Signed
by**

Date

For and behalf of: