

# The Mercian Trust

## Lettings Policy

<b>Policy Owner</b>	<b>The Mercian Trust</b>
<b>Date Ratified by Trust Board</b>	<b>October 2020</b>
<b>Date to be Reviewed:</b>	<b>October 2021</b>
<b>Date Adopted</b>	<b>November 2020</b>

## **Introduction**

The Mercian Trust wishes to make every reasonable effort to facilitate the use of its premises by the community as a whole. However, the overriding aim of the Trust is to support its constituent Academies in providing the best possible education for their pupils. Any letting of Trust premises will be considered with this in mind.

It is important that requests for lettings are properly documented and assessed. The purpose of this policy is to:

- provide clear guidance on lettings and the hire of Trust premises
- enable safe access to Trust sites and premises
- promote the use of Trust facilities by the wider community
- safeguard the interests of the Trust and the individual Academies within the Trust
- ensure that lettings are not in conflict with the fundamental purpose of the Trust
- maximize the commercial opportunity for lettings.

## **Definition of a Letting**

A letting may be defined as “any use of the Trust buildings and grounds by parties other than the Trust”.

A letting must not interfere with the activities of the Trust. Use of the premises for activities such as staff meetings, parents’ meetings, Board of the Trust meetings and extracurricular activities of pupils supervised by Trust staff, fall within the corporate life of the Trust. Costs arising from these uses are therefore a legitimate charge against the Trust’s General Annual Grant (GAG) which do not require a letting agreement.

The Trust’s GAG will not be used to subsidise any lettings unless it is of direct benefit for pupils.

However, educationally valuable activities have been and will continue to be dependent on financial contributions in whole or in part from parents/carers. The Trust’s concern is to keep financial contributions to a reasonable minimum, and to ensure as far as possible that all children are able to take part, irrespective of their circumstances. The Trust also recognises where contributions are only permitted on a voluntary basis that parents will be advised accordingly.

## **Management**

Overall responsibility for lettings is held by the Trust. Via the Chief Executive Officer, the Trust Board has responsibility to ensure adherence of the policy. Practical responsibility for the policy is delegated to the individual academy Head Teacher and site manager. Regular reports on lettings will be made to the Board of Trustees

## **Application process**

### **1. Application form**

An individual or organisation should first complete and return the Trust’s Lettings booking form. The form is available on individual academy websites. Local variations will apply.

## **2. Initial assessment**

Upon receipt, the local head teacher / site manager will assess and determine if the let can be accommodated. Considerations may be, but are not limited to: -

- Interference with school activities (priority will be given to school function at all times).
- The availability of facilities.
- The availability of staff to open and close the premises.
- Determination of security risk and the availability of staff to provide a continuous security presence or other control measures as necessary.
- Our safeguarding and child protection policy • Our health and safety policy (including considerations in relation to the number of users, type of activity, qualifications of instructors etc.)
- The appropriateness of the letting and whether it is deemed compatible with the values and ethos of the Trust.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

An applicant will be notified if their application has been unsuccessful or successful. The Trust's decision is final.

## **3. Documentation and lettings agreement**

If it has been decided to proceed with a letting, the successful applicant ("the hirer") will be contacted to confirm full details of the letting and informed of the documentation we require. Information sought from a prospective hirer includes, but is not limited to: -

- Valid DBS check certificates
- Valid Public Liability Insurance certificate
- Valid first aid certificate
- Valid licence (if appropriate)
- A copy of the Hirer's statutory policies and procedures (for example, its safeguarding, child protection or health and safety policy).
- Assurance that satisfactory management procedures will be in place during the letting.

The hirer will also be sent a copy of the lettings agreement which they should sign and return along with the requested documentation; acknowledging and agreeing to adhere to the stated terms and conditions.

## **4. Confirmation**

Upon receipt, the local head teacher / site manager will assess the documentation and confirm the booking.

Unless in exceptional circumstances agreed in writing by the site manager/Trust representative, no letting should be regarded as 'booked' until the agreement has been signed by both parties, any deposit / pre-payment has been paid and approval has been given in writing by the Trust.

Should the received documentation be incomplete or further clarification is required, the applicant will be contacted and asked to provide that additional information.

Should the received documentation raise any concerns as to the appropriateness of the letting, the applicant will be contacted to be informed of our decision  
Any concerns about whether a particular request for a letting is appropriate may be referred to the Chief Executive Officer who may consult the Board of Trustees.

## **5. Charges**

Whilst the task may be delegated, the Board of Trustees are ultimately responsible for setting charges for a letting on Trust premises which will never be less than full cost recovery.

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

One-off bookings require payment of 10 working days in advance unless otherwise agreed by the local Site Manager/Trust Representative.

Block bookings for regular hires will be invoiced one month in advance.

Unless in exceptional circumstances agreed in writing by the local Site Manager/Trust Representative, the deposit and hire fee shall be due and payable 10 working days before the booking.

If the premises are not vacated by the end of the hiring period, a penalty charge will be levied. See **Appendix 1**

## **6. Insurance**

Hirer's will be asked to provide evidence that their own Public Liability Insurance is in place to protect them against injury, loss or damage caused to third parties or their property and to indemnify the Trust in the minimum sum of £2 million (they should also produce evidence of their employers' liability cover should this be applicable).

Where a hirer does not have Public Liability Insurance, an extra charge will be added for us to arrange insurance on your behalf. An excess will also be payable should a claim be made.

## **7. Changes**

Hirer requests for a change to an agreed letting will be subject to negotiation. The requested changes may incur additional charges in line with our charging scheme. The Trust will give notice of at least 14 days for any changes to the letting.

## **8. Cancellations**

The hirer must give us at least 14 days' written notice if the booking which has been reserved is no longer required.

The deposit is non-refundable and in addition, the following charges apply to the booking fee where day zero is the date of the let and cancellation notice is given: -

- |   |             |
|---|-------------|
| • With more than 30 days'                 | Full refund |
| • Between 30 days and 14 days (inclusive) | 50% refund  |
| • Less than 14 days' notice               | No refund   |

Regular hirers are assumed to attend as per the frequency agreed and must notify the Trust in advance of any absence / gaps in this frequency. A charge is levied whether or not the facility is used unless in exceptional circumstances agreed in writing by the local Site Manager / Trust Representative.

Should the Hirer be in breach of the policy or service level / partnership agreement at any time, the Trust can terminate the agreement immediately and any paid hire fee and deposit will not be refunded.

The Trust has the right to withdraw permission for any letting at any time but will endeavour to give as much notice as possible and at least 14 days in advance unless exceptional circumstances dictate otherwise.

On these occasions no reimbursement, other than a refund of the paid hire fee and deposit, will be made.

## **9. Health and Safety**

Under the Health and Safety at Work etc. Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises.

For all lettings: -

- The Trust and the hirer must ensure that the premises are suitable for the intended use.
- The Trust and the hirer must agree the extent of the use of premises and equipment.
- The Trust will ensure that the hirer is competent to use any equipment provided by the Trust and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The Trust will ensure that the means of access and exits are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The Trust will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- If used, the hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The school will provide the hirer with details of emergency procedures (e.g. action to be taken on discovering a fire, fire evacuation etc).
- The hirer must ensure that a telephone is available for emergency calls.
- The hirer must make suitable arrangements for first aid (Subject to agreement the Trust may agree for the hirer to use the school's first aid equipment).

The hirer must be immediately notified in the event of an accident or incident occurring on the premises and the details. The Trusts' facilities team will check that the premises have been left in a safe condition.

For repeat lettings: -

- The hirer must have regard to the national standards of qualification, experience and competence of instructors / supervisors / coaches for sporting and other activities.
- The Trust may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically.

- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

The hirer shall ensure that: -

- The number of persons present during the letting does not exceed the number agreed by the Trust;
- All doors and corridors giving exit from the hired premises are kept unfastened and unobstructed;
- All proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- They are familiar with the fire and emergency evacuation arrangements (e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes) and that they have conveyed this information to all members of their group;
- The location of the nearest emergency telephone is known;
- There are suitable first-aid arrangements in place;
- The hired premises are left in a safe and secure condition and in a clean and tidy state;
- In the event of an accident or incident, the Trust is informed at the earliest opportunity.

### **Advertising**

The Trust must approve all advertising and posters concerning the use of the premises.

### **Kitchens, food and drink**

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the Trust.

Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the Trust.

All areas of the kitchen should be cleaned and left tidy after use

### **Public events**

As per the Licensing Act 2003, any event where tickets are sold (i.e. public event) requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer must obtain from Walsall Council.

The hirer must notify the Trust in advance if any media / journalists are expected

### **Licenses**

#### **Alcohol**

Alcohol is not allowed to be sold or served on the premises unless permission is given by the Trust and in any event must neither be accessible nor supplied to anyone under the age of 18 years. If permission is granted to sell alcohol either directly or inclusive of a ticket price,

as per the Licensing Act 2003, a Licence or Temporary Event Notice (TEN) must be obtained by the hirer.

### **Public entertainment and copyright**

Some activities and services require specific licences for example: -

- Public music, or public music and dancing.
- Public performance of plays (including opera and ballet).
- Cinematograph exhibitions to which the public are admitted on payment.
- Cinematograph exhibition for children who are members of a cinema club.
- Public contests, exhibitions or displays of boxing or wrestling.
- Prize Bingo, lotteries and amusements

As per the Licensing Act 2003, the hirer is responsible for obtaining the appropriate Public Entertainment Licence or Temporary Event Notice (TEN) if required.

It is the hirer's responsibility to obtain any such required licence, a copy of which must be sent to the Trust. Hirers are advised that licences are issued by and can be obtained from Walsall MBC.

The hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by bodies such as the Performing Rights Society, Phonographic Performance Limited or The Copyright Licensing Agency Limited.

### **Gambling**

No gambling is allowed without both explicit, written permission from the Trust and, in addition to above, a relevant Gambling Licence as per the Gambling Act 2005

### **Smoking / use of explosive or flammable substance**

All or the Trust's premises are non-smoking areas. Smoking is not permitted within Trust buildings or on Trust grounds at any time.

The use of explosive substances, fireworks, candles, lighters, matches, any incendiary device or hazardous materials is expressly forbidden without the explicit, written permission of the Trust.

### **Use and access**

The premises shall only be used for the purpose and times agreed by the Trust. The hirer should include any preparation / set-up and cleaning / packing up time on their application

No facility may be sub-let, or reassigned to any other organisation or individual.

The Trust retains the right to access the premises during any letting. The Hirer shall not use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any other occupiers within the building or any owner or occupier of neighbouring property.

No stiletto or any type of thin heel is to be worn in sports halls.

If activities involve outdoor use, the hirer should ensure participants footwear is cleaned before re-entering the premises.

Young people aged 16 or younger must not use gymnasium equipment.

## **Safeguarding**

### **Supervision of children**

At an event where the majority of attendants are children, the hirer must ensure that a sufficient number of adults are stationed to: -

- prevent more children or other persons being admitted;
- control the movement of the children and other persons and ensure they remain within the allocated letting facility;
- endure appropriate verbal and physical behaviour;
- take all other reasonable precautions for the safety of the children.

### **Working with children**

For any letting which involves working with children and / or young people, the hirer must provide a signed copy of their Child Protection Policy.

Upon request the hirer must also provide: -

- evidence of criminal record checks for all staff and others working closely with children
- evidence of criminal record checks for adults using the school premises at a time when
- school pupils or other young people may be on site.
- details of qualifications, relevant registrations and references as well as other safeguarding information.

### **Condition and damage**

The hirer will keep the premises in a clean and tidy condition and must be left in the same condition as it was before the hire commenced. Each party will agree to the condition prior to and after the hire.

All equipment is to be returned to the correct place of storage. Waste refuse sacks should be used and disposed of following the instructions of the school.

No food, rubbish or other belongings of the hirer should be left on the premises.

The use of furniture is subject to agreement by the Trust and may attract an additional charge.

No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling of nails into fixtures is permitted.



The Hirer must report any damage occurring to the premises on the day it occurs and where this is not possible, no later than 48 hours following the hire and with explanation of why immediate notice could not be given.

Any damage that occurs during the hire will be the responsibility of the hirer and if the deposit does not cover the cost of making good any such damage in full, the hirer shall pay the extra cost where not otherwise covered by insurance.

### **Hirer's equipment / car parking**

The Trust does not accept liability for any loss or damage of any equipment brought or left on the premises.

Where car parking is permitted, vehicles must not be parked where they would cause an obstruction. The trust does not accept liability for any theft or damage to vehicles parked in any car park provided.

### **Trust equipment**

No Trust equipment or furniture will be used unless directly authorised by the Trust. The hirer is liable for any damage, loss or theft of Trust equipment that is used and for ensuring its safe return.

Where authorisation has been given, the hirer is responsible for returning any equipment or furniture to its original position / location at the end of the letting. Time required to do this should be factored in to the letting period.

### **Trust obligations**

The Trust will: -

- Assist, where possible, to display any publicity
- Where possible, provide reception services for the hirer where a letting takes place during an academy school day
- Observe confidentiality when processing the hirer's data (as obliged by GDPR and the Data Protection Act 2018)
- Communicate effectively and timely with the hirer on any issue relevant to the service

### **Complaints**

Every effort will be made by the Trust to resolve disputes quickly and effectively.

Should a hirer have reason to complain about the letting arrangement they should put their concerns in writing addressed to the relevant hiring school site.

## **APPENDIX 1**

### **Schedule of charges**

As at May 2020, The Mercian Trust is developing its Schedule of Charges.

Our buildings vary from site-to-site so until such time as specific charges are finalised, costs will be determined and assessed on a case-by-case academy basis.

Factors we consider in determining costs include the size of the hall / room, the frequency of the required let and whether the premises are already open at the requested time / date.

As per the Lettings policy, where a hirer does not have Public Liability Insurance, an extra charge will be added for us to arrange insurance on your behalf and depending on the type of let this may be either a flat fee, percentage or calculated as a charge per person.

An excess of £500 will also be payable should a claim be made.