



Phoenix
Learning Alliance
"Be the best you can be"

Lettings Policy

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Document History:

Date	Author	Summary of Changes	Version
3/02/2018	Rawdon Cowley	Creation of Policy	1.0d
20/4/2018	Rawdon Cowley	Small script changes	1.0
10/6/2021	Celeste Smith Rawdon Cowley	Addition of safeguarding information, discretion statement, payments clarification and general housekeeping additions.	1.1
27/5/2022	Rawdon Cowley	Updated logo, updated links and some references. Cancellation increased to 7 days.	1.2
25/04/2023	Kevin Parker	Removal of category of lettings Updated Appendix A to reflect new charges effective Sept 2023	1.3
02/05/23	Kevin Parker	Ratified at FGPC	1.3

Introduction

The Phoenix Learning Alliance (MAT) Trustees recognises the role of each school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

Use of each school premises by the school or on behalf of the school (e.g. Parent Teacher Associations) are not subject to the charging elements of this policy.

A copy of this policy will be sent with the application form (Appendix B) to the Hirer when the initial enquiry is made.

Safeguarding and DBS

Safeguarding and promoting welfare of children is everyone's responsibility. Everyone who comes into contact with children and their families has a role to play in safeguarding children.

Schools are particularly important as they are seen as trusted establishments, in a position to identify concerns early, provide help for children, and prevent concerns from escalating. All school staff have a responsibility to provide a safe environment for children. We include within this responsibility a need to understand the risks to young people on our site outside of core school times, including where premises are being hired to third parties.

Where a letting involves contact with children and young people under 18, it is the responsibility of the Hirer to ensure and be able to demonstrate that they have complied with Disclosure and Barring Service (DBS) Code of Practice. The Hirer undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the hirer are subject to a valid enhanced disclosure check undertaken through DBS including a check against the children's barred list.

A copy of the DBS registration for the event organiser will be requested for all Community and Leisure and Commercial lettings involving children under the age of 18.

Where there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice, and report to the Chief Executive Officer School via the Operations Manager any safeguarding concerns which may arise.

The Hirer must be able to provide evidence that DBS checks and other safeguarding checks have been carried out on all relevant adults on request.

Further information can be found at: <https://www.gloucestershire.gov.uk/gscp/>

Availability of Premises

Designated areas within the school are available for hire unless required by the school. Where there is a conflict between hiring and a school event, priority will always be given to the school.

Phoenix Learning Alliance Absolute Discretion

The MAT reserves the right to impose any additional requirements to any hirer that they consider appropriate in connection with the hiring. If for any reason the school is not satisfied regarding this

or any of the requirements, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee paid.

Charges

The Phoenix Learning Alliance Trustees reserves the right to make a charge for the use of any school premises. The charge will vary according to the category of the letting as laid out in Appendix A.

VAT

VAT is not normally chargeable. H.M. Revenue & Customs regulations will be adhered to and any changes in these regulations will be reflected in this policy.

Application Procedures

Application forms (Appendix B), available from the appropriate school office, should be submitted to the Operations Manager at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the completed booking form to the appropriate school before a booking can be accepted.

All applications will be considered on their merits, taking into consideration the suitability of the activity. The MAT reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted

Letting fees are reviewed annually by the MAT.

When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each month.

Payments for Lettings

When the letting application has been confirmed, to secure the hire, payment must be made to the school at the time of booking. This will usually be the rental cost.

In the case of a regular booking, one month's rent is payable at the start of each month, in advance, payment can be made by cash, cheque or standing order with your bank. Lettings are not secured until payment is received. Late payment for a block booking could result in cancellation, or the charge of a late payment fee.

A deposit may also be requested to secure any booking, and will be subject to retention should any material damage occur.

The Hire Agreement is personal to the Hirer and nothing is intended to have the effect of giving exclusive possession of any part of the school or creating any tenancy between the MAT and the Hirer. The hirer shall not sublet or share the possession with other parties.

CONDITIONS OF USE

Security of the Premises

Entrance to the school will normally be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the nominated entrances is locked when all members of the group are inside.

Use of Facilities

The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and audio equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.

The Hirer will be responsible for making good any damage to the premises and property. The hirer must inform the Operations Manager in writing any details of any fault, damage or other problems with the premises encountered during hiring.

Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment.

In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

If use of the equipment is agreed, then an additional charge will be made for this.

No goods or equipment should be left or stored on the premises without express permission from the Operations Manager. The MAT accepts no responsibility for items left on the premises.

The MAT cannot accept any responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make their own insurance arrangements if required.

All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the Operations Manager. It is the Hirers responsibility to ensure that all those attending are made aware that they do so at their own risk.

Users should acquaint themselves with the Fire and Safety regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas.

It is the responsibility of the Hirer to provide first aid equipment and trained personnel to meet any legal or recommended requirements. They must also carry out their own fire drills and organise their own fire procedure. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

A toilet is available, and should be left in a clean and tidy condition.

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

Furniture or fittings should not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails, screws or staples into any part of the school fabric are permitted. In the event of any damage to the premises the Hirer shall pay the cost of the reparation required.

The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

The school reserves the right to levy an additional charge to cover:

- a. any additional cleaning that may be required after an event
- b. the cost of repair of damage to the school fabric or equipment
- c. the cost of replacement of any items of school equipment if uneconomical to repair

For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

Use of school commercial catering facilities is not permitted.

Express approval by the MAT is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

Smoking is not permitted anywhere in the school building or grounds.

Smoke, dry ice/fog or bubble machines or any other equipment that could leave a residue are not permitted.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

No combustible materials are to be used within the school, except with the express approval of the MAT.

In the event of an incident, fire or near miss the Hirer must make themselves available to complete and appropriate paperwork and take part in any investigation that is undertaken.

A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant.

The MAT or individual schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

In the event of fire

- The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
- All users will evacuate the building via the nearest fire exit and muster at the designated point
- Users must not re-enter the building until the "all clear" has been given. The Fire Service will give this
- The Hirer will provide details of the occurrence to the Operations Manager, and make themselves available for any investigation.

Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The MAT against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience/disturbance for the occupiers of nearby houses or property.

Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer shall indemnify the MAT when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the MAT or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the MAT for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

Cancellations**By the Hirer**

Cancellations should be made in writing at least 7 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The MAT and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website.

Appendix A

Letting Charges - September 2023	£ per hour	£ per hour
	Weekday	Weekend
Hall	25	25
Classroom	25	25
Meeting Room (HG Only)	25	25
Field	20	40
MUGA	25	25

Bookings over a bank holiday may be subject to an additional charge

*Subject to Ops Manager / HoS approval

** All lettings subject to MAT letting Policy

*** Cancellations is 7 days notice, otherwise full charge applies

Extras:

Interactive White Board	£10
Projector	£10
Theatre Seating (RW Only)	£30
Access card not returned	£10
Theatre Lighting (RW Only)	£20
Tables & Chairs	£20

Appendix B



This form should be completed in conjunction with the Terms and Conditions laid out in the Lettings Policy.

APPENDIX B OF LETTINGS POLICY APPLICATION FORM FOR HIRE OF

Room/Hall/Pitch/Field/MUGA /Changing Room/Other* at (School)
*delete as appropriate

DATE:

TIME FROM: TO TOTAL HOURS:FREQUENCY.....

FOR THE PURPOSE OF:

NAME OF HIRER

NAME OF ORGANISATION ACTIVITY OF ORGANISATION.....

ADDRESS:

.....

POST CODE: TELEPHONE: MOBILE:

e-MAIL ADDRESS:

HIRING FEE £..... DEPOSIT £.....

I, the hirer, agree on behalf of my organisation to be bound by the Terms and Conditions of Hire as detailed in the Phoenix Learning Alliance's Letting Policy.

I have/do not have* public liability insurance to the Value of £5m. *please delete as applicable.

I understand that first aid facilities are not provided by the School/Academy/MAT

We will make ourselves familiar with the fire evacuation procedures.

I confirm that my organisation has a Safeguarding/Child Protection Policy and that all staff working with Children under the age of 18 years old have been suitable trained and are aware of their responsibilities for reporting concerns under Keeping Children Safe in Education legislation. More information can be found at

<https://www.gov.uk/government/publications/keeping-children-safe-in-education-2>

Any concerns should be reported to Gloucestershire Safeguarding Children Board Tel: 01452 426565

Name: (Applicant) Position:

Signed: (Applicant) Date:

Appendix C

Appendix C to Lettings Policy

INFORMATION FOR HIRERS

Thank you for hiring our school premises. The MAT hope that you enjoy your function and the facilities provided meet your requirements. Please ensure that you leave the facilities as you find them. If you require further help or information please contact the Operations Manager by email at ops@phoenixla.org

Hirer means the hirer, instructor/supervisor or hirer's appointed person

School means the MAT, School or Academy

HEALTH AND SAFETY

The MAT endeavours to make the hire of the facilities as safe as possible, but it is your responsibility for the safe use of the premises and the responsibility rests with the Hirer. Hirers must accept that the fundamental principle is that the safety of persons overrides all other considerations and they must be responsible for communicating these procedures.

No smoking (including vaping) is allowed on any school site, indoors or outdoors.
The use of smoke/dry ice machines are not permitted.

IN THE EVENT OF AN EMERGENCY

The Hirer is in overall control in the event of any emergency.

- Should the fire alarm sound the instructor/supervisor must immediately ensure that all the people in their charge evacuate the building. All equipment and belongings should be left in the room or area. The instructor/supervisor will be notified of the 'Assembly Point' at the start of the letting.
- On discovering a fire the instructor/supervisor should activate the nearest call point break glass and then immediately ensure that all the people in their charge evacuate the building.
- Fire extinguishers are only used to assist in the evacuation from a room or area if the instructor/supervisor has had suitable training and if the route is blocked by fire – do not try to put out other fires under any circumstances.
- The instructor/supervisor must call the emergency services and notify the 'Duty Person' as soon as it is safe to do so. The school does not guarantee access to the school telephone systems for calling assistance during lettings. Hirers should make their own arrangements in this respect.
- Following an evacuation, the instructor/supervisor must conduct a roll call at the Assembly Point and is responsible for any missing or suspected missing persons.
- No one must re-enter the building until the emergency services, and the Duty Holder gives the all clear.
- In the event of an accident, fire or near miss the Hirer must make themselves available to complete the appropriate paperwork and take part in any investigations that is undertaken, and liaise with the school 'Duty Person' for developing guidance on dealing with emergencies.

FIRST AID

First Aid provision will be the responsibility of the hirer. The school does not provide first-aid medical facilities for hirers nor does it guarantee access to the school telephone systems for calling assistance during lettings. Hirers should make their own arrangements in this respect.

ACCESS

When first accessing the premises please check the location of all fire exits, familiarise yourself with the evacuation procedures and location of muster points, this is displayed in each room. Check the mechanically opening external fire doors are operating correctly.

One off hirers will be met at the premises by the duty holder and will provide contact details that can be used for the duration of the hire.

Regular/Block Booking hirers may be provided with appropriate access cards and can access the premises without the duty holder being present. Duty holder contact details will be advised and can be used if you need assistance during the hire.

EXIT

When vacating the facilities please make sure that:

Consideration is shown at all times to local residents by keeping the noise level down and leaving the premises quietly. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found.

LOCKING AND UNLOCKING

Please note that our schools are locked and unlocked by a 3rd party security company. (Gloucestershire County Security). The company is required to secure the building by a specific time and therefore to ensure we do not incur a late lock up fee we would appreciate your timely departure. Please also note that these staff are DBS checked to a standard level and therefore you should not leave them unaccompanied with any children in your care as the clearance does not cover regulated activities.

School Details
Robinswood Primary Academy Underhill Road Matson Gloucester GL4 6HE
Moat Primary Academy Juniper Avenue Matson Gloucester GL6 6AP
Grange Primary Academy Holmleigh Road Tuffley Gloucester GL4 0RW
Waterwells Primary Academy Boulmer Avenue Quedgeley GL2 2FX
Hunts Grove Primary Academy Harrier Way Hardwicke Gloucester GL2 4EP
Duty Holder Details
Mr Stuart White Facilities Team 07375 513226
Mr Tim Miles Facilities Team 07538 325484
Mr Philip Smith Facilities Team 07535 018566
Mr Steve Miles IT Manager 07375 513238
Security Company
Gloucestershire County Security 01452 452163

New Hirer Checklist

	Yes/No	Initials
Has the hirer been given a copy of Information for Hirers and the MAT's letting policy?		
Does the hirer have Duty Holder emergency contact details?		
Has the hirer been given door access cards if applicable		
Does the hirer understand they are responsible for evacuation in the case of a fire?		
Have you pointed out the nearest fire exit?		
Have you pointed out the nearest muster point?		
Does the hirer know the location of the nearest fire extinguishers?		
Does the hirer understand that there is no first aid provision available?		
Does the hirer have a mobile phone to contact the duty person in the case of an emergency?		
Is the hirer aware of how to leave the building tidy and secure at the end of the hire period?		

I confirm that I have received a copy of the Information for Hirers

Name(Hirer)

Signature(Hirer)

Date:

Duty Holder please return this completed form to ops@phoenixla.org