



Inspire Education Trust

Together we achieve, individually we grow

Lettings Policy

Policy Date: October 2021

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Document History

Version	Status		Date	Author	Summary Changes
V1			October 2021	J Durkin	Initial draft

Statement of Intent

The policy of the Board of Directors is that all academies within the Trust should seek to maximise income generated through the promotion and hiring of facilities. The Board of Directors are committed to a community development programme which includes access to academy facilities by the community in its broadest sense.

All academies within the Trust will be available for lettings, subject to staff availability.

The delegated budget should not be used to subsidise the costs of lettings. It is the policy of the MAT to ensure that the cost of credit/bad debt is kept to a minimum commensurate with the nature of the business by frequent monitoring and in accordance with the MAT's Financial Regulations. Payment should be made in advance unless prior written permission is obtained.

The MAT's hiring practises should be kept under annual review to ensure that all Academy buildings are economically used and by hirers of a reputable character. MAT premises will not be let to any persons under twenty-one (21) years of age or to any organisations with an unlawful or extremist background.

All hirers must be familiar with, and adhere to the MAT's Terms & Conditions of hire.

The Lettings Policy and charges should be reviewed annually.

1. Procedure

The arrangement for the day to day management and approval is delegated to the lettings co-ordinator (secondary) and office manager (primary).

Credit facilities will not be given. Payments can be made in advance or at the end of each month.

Invoices will be issued in advance of the first session. The Chief Financial Officer should be informed by nominated lettings co-ordinator (secondary) and the office manager (primary) where accounts have not been settled.

In the event on non-payment, the hirer should be contacted and where necessary, access will be refused until payment is made in full.

Where payment is not made, the Chief Financial Officer on behalf of the MAT must initiate recovery procedures or write off procedures in accordance with the MAT's Debtors Policy.

The authority and process for the write off of debts shall be:

- Debts under £50 may be written at the discretion of the Chief Financial Officer.
- Debts arranging from £50 to £100 may be written off only with the approval of the Finance Committee.

- Debts above the level as detailed in the funding agreement must be submitted to DfE for approval to be written off.

2. Health and Safety

A meeting will be held with the lettings co-ordinator (secondary) office manager (primary) at the relevant academy prior to lettings to ensure that the person arranging the letting is aware of their responsibilities regarding health and safety within the academy and a copy of the Trust's Health and Safety policy will be handed to them for information. It is the requirement of each academy within the Trust that whoever is responsible for using the school premises is made aware that they have sole responsibility for all Health and Safety issues, have adequate Public Liability Insurance cover, First Aid provision and are aware of Emergency Evacuation Procedures.

All hirers are to be made fully aware of, and are responsible for compliance with the Academy's health and safety policy. Good housekeeping within the Academy must be maintained and all areas used by the hirer must be left as found. Hirers will be responsible for any damages to the premises, fixtures, fittings and displays of work and are required to have appropriate indemnity insurance in place to cover any losses or damage incurred.

Prior to the initial hire session, the hirer will meet with the Academy representative who will acquaint the hirer with the following:

- The Academy's fire and emergency plan and fire evacuation procedures;
- The location of fire-fighting equipment;
- Accident, incident and assault reporting procedures;
- Arrangements that need to be made for out of hours security and emergencies.

Hirers must nominate one responsible person to be in charge of proceedings. This nominated person will be responsible for initiating and organising any emergency actions, including:

- Contacting the emergency services, the Academy representative or site services officer in the event of an emergency. A telephone is available from the Academy office during school hours, but hirers must ensure that they have their own direct access to a mobile phone for emergency use, other than for one-off hires.
- Providing sufficient first aid equipment and qualified first aiders for the people attending their classes/events.
- Informing the Trust's Estate Manager of all emergencies at the earliest opportunity ideally no later than the next working day.

Hirers are to ensure that adequate security controls remain in place during occupancy. Access to the site should only be made via one main entrance to prevent out of hours casual intrusion and a designated representative should be tasked with staffing the main entrance to 'meet and greet' and to register attendees. Access round the academy will be limited as certain areas will be locked prior to lettings taking place. In Clifford Bridge the Community Association area has a separate entrance and alarm system.

Should intruders be sighted on Academy premises, do not attempt to intercept or challenge them. Inform the Emergency Services Unit, Police and Site Services Officer.

Vehicles should not obstruct the Academy entrances in the event that emergency access to the Academy is required by emergency services. Hirers must ensure that the entrance to the site or access to fire hydrants remains available.

A strict **NO SMOKING or VAPING** policy exists in Academy buildings and on the Academy site. This must be adhered to at all times. The Site Services Officer must be informed when activities are concluded in order that the buildings can be secured.

Annex 1 – LETTINGS TERM AND CONDITIONS

These Terms and Conditions of Hire must be agreed to by the Hirer at the time a facility is booked. It is the Hirer's responsibility to ensure that all members of their organisation, event or activity are familiar and comply accordingly with these conditions.

Bookings

1.1 To hire a facility, you can make an enquiry by contacting the lettings team at Blue Coat School (using the information below) or by submitting an online enquiry through BookingsPlus.

Email : bookings@bluecoatschool.com

Telephone : 02476 223 542 ext.1211

BookingsPlus : www.bluecoatschool.schoolbookings.co.uk/

To hire one of our Primary Schools, please contact the primary school directly and speak with the office manager:

Clifford Bridge Academy 024 7645 1720

Hearsall Community Academy 024 7667 4625

Walsgrave Church of England Academy 024 7661 2161

Whittle Academy 024 7667 4625

Stockingford Primary School 024 7638 2277

1.2 Once the initial enquiry has been made an online account through BookingsPlus will be created for Blue Coat School using the information that you provide. A letter of confirmation will be provided if using one of our Primary Schools. This will allow a streamlined booking process including date, time and pricing confirmation as well as online invoices and payment options.

1.3 Return of this signed contract will constitute acceptance of the Terms and Conditions of Hire.

1.4 The Hirer must be over 21 years of age and shall be the person by whom the Application Form is signed.

1.5 The Hirer shall be responsible for the payment of all fees payable in respect of hiring and for the observance and performance in all respects of the conditions and requirements herein and on the part of the Hirer to be observed and performed.

1.6 Your booking is only confirmed once you have received an email of confirmation. No public announcement must be made concerning any booking until it has been confirmed.

1.7 Hirers will only be admitted to those areas booked and additional charges will be made for any unauthorised usage.

1.8 Under no circumstances can a hirer sub-let the facilities unless agreed by the respective School.

1.9 Inspire Education Trust reserves the right to require full payment upfront to confirm your booking of 100% of the hire fees.

QUOTATIONS

2.1 Verbal quotes are not valid. Only written quotes sent from BookingsPlus (Secondary), letter of confirmation (Primary) are valid.

2.2 Quotations are subject to change based upon actual usage and additional requests.

2.3 Any additional equipment hired on the client's behalf needs to be paid in full prior to the hire.

INVOICES

3.1 Invoices will be raised 21 days (where possible) in advance of the first hire session.

3.2 Payment MUST be received within 14 days of the date stated on the invoice.

CANCELLATIONS

4.1 Inspire Education Trust reserves the right to cancel any booking. Although an explanation will usually be given, the right is reserved to cancel without giving any reason.

4.2 Internal School activities will always take priority over external lettings.

4.3 In bad weather, the use of the facilities may be cancelled at short notice; hirers should look at the website for up-to-date information. In the event of cancellation by an Academy/Inspire Education Trust any hire charges received by the school will be refunded to the Hirer. The Trust will not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

4.4 Inspire Education Trust reserves the right to terminate any booking immediately in the event of the Hirer failing to observe or perform any of the terms of this contract. Under these conditions Inspire Education Trust may retain the charges paid by the Hirer in mitigation of any loss sustained by the Trust.

4.5 Inspire Education Trust reserves the right at its discretion to refuse or direct the Hirer to refuse, the admission of, or to remove, any persons from the Facility without stating any reason and shall not be liable to pay compensation to the Hirer.

4.6 Cancellation by the Hirer must be notified in writing to the Theatre Manager (Blue Coat School) and Office Manager (relevant primary school) at least four weeks before the date of use or start of use.

4.7 If the Hirer does not give at least four weeks' notice of any cancellation the hirer shall be liable to pay the full hire charge and any other reasonable costs incurred by Inspire Education Trust.

TIMING

- 5.1 Equipment set up and set down is included within your hire period; please allocate sufficient time when making your booking.
- 5.2 Out of courtesy to other users, do not access the academy's premises until your agreed hire period.
- 5.3 The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session and are responsible for supervising any children taking part in an activity until a responsible adult collects them.
- 5.4 If any event over-runs the original time stated (and no previous arrangement has been made on the application form) then additional charges will be levied on a per hour basis.

POLICES AND PROCEDURES

- 6.1 It is expected that all user groups have their own policies for the following where applicable:
 - a) Risk Assessment including of the facility to be hired
 - b) Health & Safety
 - c) Emergency Action Plan
 - d) Child Protection Policy (if children are within the group)
 - e) GDPR Compliant

The Trust/school does hold a general policy for each of the above and users should familiarise themselves with them before using the school premises in the first instance.

Safety Regulations in The Event of a Fire

Imitate action to take on discovering a fire or hearing the fire alarm

On discovering a fire:

- Activate the nearest alarm call point;
- Evacuate the building via the nearest available fire exits and proceed to the designated assembly point as identified in the fire evacuation procedure or identified on fire action notices adjacent to the alarm call point;
- Report immediately to member of the site team and relay as much information as you can Do not tackle the fire

On hearing the fire alarm:

- Do not stop to collect personal belongings.
- Close windows and doors as you leave if it is safe to do so

- 6.2 Hirers must make suitable first aid arrangements for the duration of their letting.

DISCLOSURE AND BARRING SERVICES (DBS) CHECKS

- 7.1 It may be necessary for the Hirer to undergo a criminal records check via the Criminal Records Bureau (CRB). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Trust's representative, to ensure that they have complied with the DBS Code of Practice and any relevant Coventry Safeguarding Children Board requirements to establish the requirement for DBS checks. When there is a requirement for DBS checks to be undertaken, The Hirer must keep appropriate records in line with the DBS Code of Practice and report to The School any safeguarding concerns which may arise.
- 7.2 The Hirer will be required to provide evidence that DBS checks have been carried out not less than 7 days prior to the hiring.

USE OF SCHOOL PREMISES AND EQUIPMENT

- 8.1 The permission of the Theatre Manager/Office Manager/Site Manager must be obtained before goods or equipment are left or stored on the premises.
- 8.2 The Trust seeks to maintain high standards throughout its buildings and expects all users to contribute to this. The Hirer will be held responsible for any damage caused by participants / spectators to any facility.
- 8.3 In the event of any user or spectator causing damage to the facility, the cost of repairing any damage to the building or its fixtures and fittings will be charged to the person named on the printed agreement as the Hirer. The cost of the damage shall be assessed by the Trust's Estate Manager whose decision shall be final.
- 8.4 Equipment damage or defects must be reported to The Theatre Manager (Secondary)/ Office Manager (Primary) via phone or e-mail within 24 hours of the occurrence.
- 8.5 The School cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of The Hirer to make his/her own insurance arrangements if required.
- 8.6 Furniture or fittings shall 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 end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school premises are not permitted.
- 8.7 The Hirer must ensure that participants and spectators adhere to all safety notices displayed around the school.
- 8.8 The Hirer is expected to leave the Facility in the state in which it was found and in a clean and tidy state. Costs incurred through the cleaning of the Facility by the school will be passed back to the Hirer.

CONDUCT

- 9.1 For the benefit of all hirers and staff, participants and spectators must follow the school's management instructions at all times. Failure to follow reasonable instructions or use of abusive gestures or language may result in a total ban of a club / contract / user without refund.
- 9.2 The whole of the school premises, which includes the grounds, is a non-smoking area.
- 9.3 Nothing shall be done on, or in relation to, the school's premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.
- 9.4 The Hirer (and organisers of events in the school's 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 for the occupiers of nearby houses or property.
- 9.5 The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.
- 9.6 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's premises.

SAFETY

- 10.1 Fire exits must not be obstructed.
- 10.2 Use of equipment not provided by the school is forbidden unless previously agreed with the Theatre Manager(secondary) / Office Manager (primary) in writing.
- 10.3 Sufficient adult supervision must be present to control the movement of all users and to take reasonable precaution for their safety.
- 10.4 No flammable or explosive substances are to be brought onto the premises.
- 10.5 Any electrical equipment must conform to manufacturer service requirements and must be in sound condition in compliance with PAT testing.
- 10.6 No equipment that would require more than a 13-amp domestic socket is to be used without prior written agreement of the school and then only to be connected by a qualified electrician.
- 10.7 The A-weighted equivalent continuous sound level over the duration of the event (Event LAeq) in any part of the audience area should not exceed 80 dB, and the C-weighted peak sound pressure level should not exceed 140 dB.

INSURANCE

- 11.1 Inspire Education Trust's Policy is that Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- 11.2 The Hirer must indemnify the school in the minimum sum of £5million against all Public Liabilities and evidence of cover must be provided before the letting takes place.
- 11.3 The Public Liability Insurance must be taken out in the name of the organisation/business and not in the name of an individual. If the hirer cannot provide evidence of adequate cover, the hire will not be permitted.

SECURITY

- 12.1 The Hirer or responsible representative must be present in the building throughout the period of the letting.
- 12.2 Anyone found to be causing a disturbance will be expelled from the premises.

PARKING

- 13.1 The Trust cannot accept responsibility for damage to, or the loss or theft of vehicles parked on the school's premises. Vehicles may be parked in the school's car park where appropriate and with prior agreement due to restrictions with some of the Trust's sites. The Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Drivers should avoid undue noise on arrival and departure.
- 13.2 Please observe those areas that are designated for disabled and emergency vehicles only.
- 13.3 Any cars parked in unauthorised areas may have their vehicles removed

FOOD AND DRINK

- 14.1 No food and drink may be prepared or consumed on the school's premises without the direct permission of the Theatre Manager (Secondary) Office Manager (Primary).
- 14.2 The Facility shall not be used for the sale of alcohol.

PHOTOGRAPHY AND FILMING

- 15.1 The Hirer must not grant sound or television broadcasting or filming rights without prior consent of Inspire Education Trust.

FIRST AID FACILITIES / INCIDENT REPORTING

- 16.1 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 Trust to provide first aid facilities and use of The School's resources is not available.

- 16.2 Any accident occurring during the course of a letting must be reported in writing to the Theatre Manager (Secondary) Office Manager (Primary) immediately.

MUSICAL PERFORMANCE

- 17.1 No copyright, dramatic or musical work shall be performed or sung without the license of the owner of the copyright and all such licenses shall be produced not less than 7 days prior to the hiring.
- 17.2 The Hirer is responsible for ensuring that: -
- No copyrights are infringed, and approvals are obtained where necessary.
 - The requirements of the Licensing Justices have or will be met.
 - No play shall be performed, film shown, or entertainment allowed which is in any way offensive or likely to cause offense which may bring the school into disrepute.
 - Any license necessary under the Theatres Act 1968 and the Cinema Act 1985 in order to perform plays, pantomimes to a public audience has or will be obtained.
 - Any recorded music played during a letting e.g., Aerobics Classes, Gymnastics must have obtained the appropriate legal license.

BLUE COAT THEATRE - TECHNICAL FACILITIES

- 18.1 Blue Coat School offers an in-house technical service only and does not allow the use of external technicians operating technical equipment.
- 18.2 For more technically complicated shows an in-house Technical Lead is designated to make sure we do all we can to help you achieve what you want within the bounds of what is possible at Blue Coat School.

STRUCTURAL ALTERATIONS

- 19.1 The Hirer shall not make any alterations to the building or fittings, nor shall he/she fix or make fixings for any apparatus, equipment or decoration without prior written consent from Inspire Education Trust.

RIGHT TO ACCESS

- 20.1 The School reserves the right of access to the premises during the hiring for emergency or monitoring purposes.
- 20.2 Free and unrestricted admission to any part of the premises during any letting is to be given at all times to representatives of the Trust, school, the police and members of the Fire Service.

COMPLAINTS

21.1 Any complaints arising from a hiring agreement will be dealt with using the Trust's complaints procedure (a copy of which is available upon request or via the website) depending on the nature of the complaint.

AMENDMENT OF CONDITIONS

22.1 Inspire Education Trust reserves the right to amend or vary any of the Conditions of Hire or to impose supplementary conditions where the nature of an application, in the opinion of the school so demands.

INDEMNITY

23.1 The use of any part of the facility is entirely at the risk of the Hirer and Inspire Education Trust shall accept no responsibility for any claims, actions, demands, proceedings or costs arising out of claims made by or against the Hirer by a third party and the Hirer shall indemnify Inspire Education Trust against any such claims, actions, demands, proceeding or costs whatsoever which may arise as a result of this

COVID-19

24.1 The Hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 including social distancing. You can find this information at [gov.uk/coronavirus](https://www.gov.uk/coronavirus)

24.2 The Hirer is responsible for carrying out any risk assessments of the premises.

24.3 No more than the number of persons in the acceptance of application form or stipulated in the acceptance shall be allowed in the school premises at any one time.

24.4 Should the Hirer be unable to proceed with the letting for a COVID-19 related reason (proof may be required by the academy/MAT), you should inform the nominated lettings coordinator for the academy at least 48hours before the event. Your booking may be exchanged to an alternative date. In the event the academy/MAT cannot facilitate an exchange due to lack of alternate dates or limited availability a refund for the Academy hire costs of the session affected will be processed.

Any cancellation made by the academy/MAT relating to COVID-19 will result in the Hirer being given the option to exchange their booking to an alternative date or a refund relating to the Academy hire costs of the session affected however the academy/MAT will not be held liable or required to pay compensation for any other loss sustained.

Written by: Jane Durkin October 2021
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Signed:



Lois Whitehouse
CEO



Sybil Hanson
Chair of Finance