



Lettings Agreement

V3.4

June 2022

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See also: Spencer Academies Trust Health & Safety Policy
 Rushcliffe School Health & Safety Policy and arrangements

Version History

In the document, changes from the previous version are highlighted thus.

V0	18/08/2017	DRAFT TAG Policy for consultations
V1	17/10/2017	DRAFT TAG Policy approved by Policies Committee, for legal compliance check
V1	30/11/2017	Approved following Legal check
V2	September 2019	Policy rewritten to become a school policy once more, accommodating the overarching Spencer Academies Trust (SAT) policies.
V3	October 2020	Added further definitions section 3. Added actions and responsibilities relating to Covid-19 to Section 2 Guiding Principles and Section 4 Hiree responsibilities. Simplified school cancellation clause 4.22.6.
V3.1	May 2021	Added full theatre costs for PAL Theatre.
V3.2	July 2021	Added clause 4.21.4 for charges in the event of long-term booking cancellation. Renumbered previous clause 4.21.4 as 4.21.5 Added Appendix 3 table of such charges.
V3.3	November 2021	<ul style="list-style-type: none"> • Rebranded as Rushcliffe Spencer Academy • Revisions adopted from Spencer Academies Trust template: <ul style="list-style-type: none"> ○ 2.1.4 reference to Covid-19 guidelines removed ○ 2.3.2 hirees to notify school of their safeguarding arrangements ○ 4.6 revised and additional clauses.
V3.4	June 2022	<ul style="list-style-type: none"> • Updated section 2.3Safeguarding of Children. Hiree to provide evidence of safeguarding policies and DBS certificates <p>This document.</p>

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1. Introduction

- 1.1. This Lettings Policy and arrangements document is to be read in conjunction with the Spencer Academies Trust Health & Safety Policy and the Rushcliffe Spencer Academy Health and Safety Policy and Arrangements.
- 1.2. This Policy forms part of the agreement between the School and the Hiree. The Hiree shall be bound to comply with the Hirees Responsibilities described within this policy.
- 1.3. It is acknowledged that where the school site and buildings are managed by third party organisations the arrangements for providing and managing Lettings may require communication between the relevant partner organisations and the school so that each is aware of the lettings arrangements.

2. Guiding principles

Rushcliffe Spencer Academy recognises the value to the local community and the potential financial benefits to the School to be gained by making suitable premises available for lettings by third parties.

Given that the core purpose of the School is to provide education, it is important that such lettings are undertaken in a safe and professional manner that does not compromise this core purpose. The following guiding principles will help to ensure this is so.

The **Hirees Responsibilities and Conditions of Hire** described in this document are necessarily detailed in order to minimise the risk to the core purpose of the school.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

2.1 Safety

2.1.1 Rushcliffe Spencer Academy takes its responsibilities under the Health and Safety at Work etc. Act 1974 seriously.

2.1.2 Under this act, the School is responsible for the health and safety of individuals on the premises and will so far as is reasonably practicable maintain the premises in a safe condition.

2.1.3 Please refer to the Spencer Academies Trust Health & Safety Policy and the Rushcliffe Spencer Academy Health & Safety Policy and arrangements for further information.

2.1.4 When a third party hires the school premises outside school hours, the responsibility for ensuring the safety of the event and activities undertaken by the third party and its guests/customers rests with the third-party provider rather than the school.

2.1.5 It is the responsibility of any third-party provider, as the event and activity manager, to carry out suitable and sufficient risk assessments of their activities and events, and to put into place suitable control measures to prevent illness, accidents, injuries and near misses.

2.1.6 Rushcliffe Spencer Academy reserves the right to request copies of risk assessments created under the above section.

2.1.7 In the event that the school needs to investigate an incident, such a request shall be met within 5 working days.

2.2 Impact upon Educational Facilities

2.2.1 The provision of high-quality education to pupils is a core priority. The School management team will make every reasonable effort to make school premises and facilities available for use for the benefit of the local community. However, the hire of accommodation and facilities must not be to the detriment of the reliable provision of suitable educational facilities. Potential lettings will be assessed with this in mind.

2.3 Safeguarding of Children

2.3.1 Rushcliffe Spencer Academy takes the safeguarding of children and vulnerable persons seriously.

2.3.2 Where a third-party hires the school premises outside school hours, the responsibility for ensuring that safeguarding measures and any other child protection policies are in place continues to fall onto the school and its governing bodies. To ensure all policies are in place, Rushcliffe Spencer Academy requires a final copy of the hirees safeguarding and any other child protection policies to review in a timely manner prior to the contract being signed.

The hire will only commence once the school and its governing bodies are satisfied. Any delays in the policies mentioned within 2.3.2 being handed over could have a knock-on effect on the hire commencement date.

2.3.3 It is the responsibility of any Hiree, as the employer, to carry out DBS and other checks on its staff or volunteers and ensure that such checks are available if required by the relevant authority under English Law. All DBS certificates are to be issued with the policies requested in 2.3.2 for review prior to the contract being signed.

The hire will only commence once the school and its governing bodies are satisfied. Any delays in the DBS and other checks mentioned within 2.3.2 being handed over could have a knock-on effect on the hire commencement date.

2.3.4 It is the responsibility of any Hiree, as the employer, to enrol its staff or volunteers on any safeguarding or other child protection training courses and ensure that any certification is made available by the relevant authority under English Law. Any certificates are to be issued with the policies requested in 2.3.2 for review prior to the contract being signed.

The hire will only commence once the school and its governing bodies are satisfied. Any delays in sending supporting evidence could have a knock-on effect on the hire commencement date.

2.3.5 By signing this agreement you agree all staff employed have read and confirmed they understand Keeping Children Safe in Education 2021 part 1 and annex A.

2.4 Prevent Duty

2.4.1 Schools and Academies are expected to pay due regard to the Prevent Duty 2015. Rushcliffe Spencer Academy shall not hire school premises or facilities to groups that have extreme ideologies that are in direct contravention to the Prevent Duty 2015.

2.4.2 If the school becomes aware of a Prevent concern regarding a group or individual using their premises and facilities when hired or applying to do so (meaning outside of school/academy time and in their time and so not relying on the local school/academy Prevent Duty policy and procedures), they should report their concerns through 101, through Children's Social Care or Adult Services or through any other official reporting routes available to them.

2.5 Reputation

2.5.1 Rushcliffe Spencer Academy values its sound reputation as

- a provider of outstanding education,
- a fair and honest organisation that operates honourably and within the law,
- a community asset,
- a good neighbour to those who live or work near to the school.

2.5.2 At the discretion of the Principal, the school may either decline to accept or may terminate lettings that might or do cause damage to this reputation. This may include, but is not limited to, events or activities that:

- are in any way illegal,
- would cause a breach of prevailing planning conditions,
- cause excessive noise or disturbance beyond the school site,
- cause parking or traffic problems on or beyond the school site,
- would be contrary to the school stance on equality and diversity,
- involve inappropriate or offensive behaviour,
- cause litter to be dropped on or off site,
- cause damage to the school premises or land,
- overrun their booked time slots,
- misrepresent the activities to be undertaken when booked,
- would impair the delivery of existing contracts including but not limited to cleaning, catering, grounds maintenance,
- would otherwise compromise the efficient delivery of the school core business of the delivery of education.

2.6 Financial Responsibility

2.6.1 School budgets are provided for the education of pupils and cannot be used to subsidise lettings by community or commercial hirees.

2.6.2 Charges shall be levied to meet as a minimum the additional costs incurred by schools in respect of lettings of the premises.

2.6.3 In the case of lettings managed on behalf of the school by Specialist Lettings Contractors, the Lettings Management Contract shall guarantee to the school a percentage of revenue, protected by a minimum income guarantee.

3. Definitions & Principles of Charging

3.1 Definitions

Whenever the following words are used in this service level agreement, they will have the meaning given below:

Activities	The events and undertakings organised by the Hiree.
Blue Badge	A current permit to park in a designated Disabled Parking Bay, authorised and issued by the relevant local authority.
Commercial Hiree	Any hiree other than as defined by School Letting or Community Group. Such hiree shall be charged the full rate for the hire without discount.
Community Group	A formally constituted “not-for-profit” organisation such as a registered charity, or state funded schools that are not members of SAT. The determination as to whether a hiree is a Community Group or a Commercial Hiree shall be at the absolute discretion of the Principal.
Continuous Letting	A letting that runs for a day or days, over a number of weeks or terms.
Hiree	The individual signing the Letting Agreement and taking full responsibility for complying with this Letting Policy and the Letting Agreement.
DBS Check	Disclosure and Barring Service checks in order to support the Safeguarding of children. See https://www.gov.uk/disclosure-barring-service-check/overview for further details.
Letting	Any use of the school premises (buildings and/or grounds) by a Community Group (such as a not for profit choir or charity) or a Commercial Hiree (such as a local branch of “Weight Watchers” regardless of whether a fee is charged. It must not interfere with the primary activity of the school which is to provide a high standard of education for its pupils.
Letting Agreement	A formal agreement between the Hiree and Rushcliffe Spencer Academy or the Specialist Lettings Management Contractor detailing the dates facilities and terms of the Letting.
Lettings Charges	The charges made to hirees of the school premises and facilities.
Lettings Management Contract	A formal agreement between Rushcliffe Spencer Academy and a Specialist Management Contractor to manage lettings on behalf of the school.

Minimum Income Guarantee	Annual minimum income paid by a Specialist Management Contractor to the school.
Planning Condition	A condition or restriction on the use of premises contained in a grant of Planning Permission for a building or site. An example would be where a planning condition permits the use of building for certain activities only between times defined by the condition.
Prevent Duty	The Counter-Terrorism and Security Act 2015 contains a duty on specified authorities to have due regard to the need to prevent people from being drawn into terrorism. See https://www.gov.uk/government/publications/prevent-duty-guidance for further information.
Rushcliffe Spencer Academy	A school operating within Spencer Academies Trust.
Safeguarding	Protecting children from maltreatment, including preventing impairment of children's health or development and ensuring that children grow up in circumstances consistent with the provision of safe and effective care.
Schedule of Lettings Charges	The list of facilities available for hire and the charges that shall apply, reviewed annually by the school.
School Equipment	The equipment including but not limited to furniture, sport, fitness and exercise equipment, laptops, computers, PC components and other computer equipment made available to the Hiree for any Activity by the school.
School Letting	A booking of premises outside normal school hours by a school that is a member of Spencer Academies Trust.
Single Letting	A letting where an individual or organisation wishes to hire facilities on a one-off basis.
SLA, Agreement	This Service Level Agreement
Specialist Lettings Management Contractor (SLMC)	A company contracted to manage lettings on behalf of Rushcliffe Spencer Academy where it is operationally or economically advantageous so to do.
Supervising Officer	The person employed by the school to oversee the operational aspects of the Letting. This will normally be the Facilities Manager / Estates Manager / Site Manager, or the authorised employee of the SLMC.
Spencer Academies Trust (SAT)	A multi-academy Educational Trust (MAT), being the formal legal entity.
VAT	Value Added Tax at the appropriate rate.
You, Your, You're	The Hirees
We, Our, Us	Rushcliffe Spencer Academy, RSA

3.1.1 A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

3.1.2 Use of the premises for activities such as staff meetings, parents meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge to the school's delegated budget.

3.2 Principles of Charging

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which can cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The Governing Body can make a reduction to the agreed costs when there is a clear rationale to do so – for example, where there are significant benefits for the pupils of Rushcliffe Spencer Academy.

3.2.1 VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Guidance will be sought where required.

3.2.2 Management and Administration of Lettings

The Principal is responsible for the management of lettings, in accordance with the Governing Board's policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

In the event the Principal has any concern about whether a particular request for a letting is appropriate or not, the Principal will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body.

3.2.3 The Administrative Process

Organisations seeking to hire the school premises should approach the Principal (or other designated member of staff), who will identify their requirements and clarify the facilities availability.

A '*Lettings Request Form*' will be provided by the school and the Hiree will complete and return this for consideration. The Principal/Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the Hiree, setting out full details of the letting and enclosing a copy of this policy.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be charged for the cost of the letting, in accordance with the Governing Body's current scale of charges as set out in this document. Schools may wish to seek payment in advance in order to reduce any possible bad debts. Please see Payment Methods and Payment Retention form for further guidance.

The Hiree should be a named individual and the agreement should be in their name, giving their permanent registered address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the Hirer security of tenure.

All lettings fees that are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

4. Hirees responsibilities & conditions of hire

The Hiree understands acknowledges and accepts that by the act of signing the Letting Agreement they irrevocably agree to comply with the following policy and conditions and shall be liable in full in respect of any and all claims costs and charges arising from any failure to abide by this policy and conditions.

4.1 Status of hiree

4.1.1 The Hiree shall be the named individual on the Letting Agreement (see Appendix 1).

4.1.2 Lettings shall not be made to individual hirees under the age of 18.

4.1.3 The Hiree shall be personally responsible for payment of all fees charges and any other sums due in respect of the letting.

4.1.4 Nothing in the Letting Agreement is intended to have the effect of granting exclusive possession of any part of the school or of creating any tenancy between the school and the Hiree.

4.1.5 The Hiree shall not assign, sub-let, under-let or otherwise share possession of the premises with any other parties.

4.2 Inappropriate lettings

Lettings shall not be made to any organisation or group with an unlawful or extremist background. or will not be made to persons under the age of 18. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

Persons may have to undergo, at the discretion of the Governing Body, a DBS check. **If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check without exception.** These checks must be made by prior arrangement with the Principal, with enough notice in advance to ensure that the checks can be carried out in time.

The Hiree will normally be expected to cover the cost of the DBS check. The school cannot be held responsible for the quality assurance of activities provided by any Hirer that lets the school premises.

Examples of potentially inappropriate lettings are indicated, but not necessarily limited to, the following.

4.2.1 **Prevent Duty** - Schools and Academies are expected to pay due regard to the Prevent Duty 2015 to prevent people from being drawn into terrorism. Rushcliffe Spencer Academy shall not knowingly hire school premises or facilities to individuals or groups that have extreme ideologies, viewpoints or links.

4.2.2 **Political meetings** – Rushcliffe Spencer Academy as an organisation is politically neutral. Notwithstanding 4.2.1 above, the school welcomes room hire proposals from political parties or campaign organisers *provided that*:

- Such meetings are open to members of the public who are able to respectfully express alternative views and opinions to those held by the organisers.
- *Otherwise* such meetings may be considered to be inappropriate to take place in a school.

4.2.3 **Religious meetings** – Notwithstanding 4.2.1 above the school welcomes room hire proposals from religious groups *provided that*:

- Such meetings are open to members of the public of other faiths or of no

faiths.

- **Otherwise** such meetings may be considered to be inappropriate to take place in a school.

4.2.4 **Equality & diversity statement** – It would not be appropriate to permit events or meetings of groups that fail to recognise the principles of equality and diversity with respect to:

- disability
- race (includes ethnic or national origins, colour or nationality)
- gender identity (including issues of transgender and gender reassignment)
- religion and belief (includes lack of belief)
- sexual identity (including issues of sexual exploitation)

4.2.5 **Financially unviable** – a lettings proposal will be declined if the costs to the school of accepting the letting outweigh the Letting Charge (Pre VAT) to be derived from the letting. Costs to be considered include, but are not necessarily limited to:

- Staffing costs
- Administration costs
- Heating
- Lighting
- Water
- Rates
- Toilet consumables (paper, soap etc.)
- Catering
- Other consumables used
- Wear and tear on premises fixtures fittings and equipment
- Cleaning
- Furniture setting out and reinstatement
- Floor protection
- Security

4.2.6 **Unfavourable lettings history** – The school may decline a letting proposal if previous lettings of similar kind or from the same potential hiree have resulted in:

- unacceptable mess,
- damage to premises fixtures fittings and equipment,
- damage to reputation,
- financial loss,
- other inconvenience or cost to the school,
- disturbance or inconvenience to neighbouring properties.

4.2.7 The Supervising Officer shall consider whether the proposed letting is appropriate to hold in a school before accepting a letting booking.

4.2.8 The Principal shall have the final say as to the suitability or otherwise of a potential letting

4.3 Booking and paying

4.3.1 The Hiree shall fully complete sign and submit a Letting Agreement form (**Appendix 1**) to the Supervising Officer ideally at least 14 working days in advance of the proposed date of the letting.

4.3.2 Whilst it may occasionally be possible to accommodate later requests for lettings, it nevertheless causes considerable inconvenience and logistical challenges to schools if sufficient advance notice is not provided by the Hiree

4.3.3 It is highly likely that requests received less than 5 working days before the proposed date of the letting will be declined except in the most exceptional circumstances.

4.3.4 The facilities available for hire are outlined in **Appendix 2**. Further details regarding the facilities may be obtained from the Supervising Officer of the School.

4.3.5 Misrepresenting the nature of the event or activities for the purpose of procuring a Letting that would otherwise be declined will result in the Letting being cancelled by the school and any fees or charges paid in advance by the Hiree being forfeited. No future lettings would be permitted to the Hiree.

4.3.6 For the avoidance of doubt the booking period shall include the time required to return the facility to the condition it was in prior to the booking so as not to delay access to the next booking or delay in returning the facility to full school use.

4.3.7 The Letting Agreement shall be signed by a named individual and should be in their name and giving their permanent private and/or permanent registered business address.

4.3.8 Wherever possible Lettings shall be paid for in advance. The Hiree shall be sent an invoice for the cost of the letting by the School or Trust Finance Team. The Hiree shall be personally liable to pay the invoice **by the due date** indicated on the invoice by one of the following means, in order of preference:

- o Bank Transfer or BACS transfer to the Rushcliffe Spencer Academy bank account stating the name of the Hiree and the invoice number being paid.
- o Cheque payable to Rushcliffe Spencer Academy.

4.3.9 The Finance Team shall issue a receipt only upon request from the Hiree and not automatically.

4.3.10 Under **no circumstances** shall the Hiree pay cash or a cheque to the Facilities or Site staff on site.

4.3.11 Rushcliffe Spencer Academy reserves the right to charge a deposit over and above the Hire Charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition requiring extra cleaning caretaking or other expense.

4.3.12 Rushcliffe Spencer Academy reserves the right to charge Statutory Interest and a Debt Recovery Fee when a Commercial Hiree fails to pay an invoice and it becomes overdue under Recovery of Commercial Debt provisions. See <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt> for further information.

4.3.13 The Finance Team shall confirm to Supervising Officer that the hire invoice has been paid. The Supervising Officer shall confirm to the Hiree that the letting may proceed and shall issue to the Hiree a signed copy of the Letting Agreement form.

4.3.14 Rushcliffe Spencer Academy reserves the right to cancel the Letting Agreement if payment is not made by the Hiree in accordance with this policy.

4.4 Advertising

4.4.1 No public announcement of any event or activity should be made by the Hiree until the booking has been confirmed in writing by means of a signed copy of the Letting Agreement.

4.4.2 The Hiree shall obtain the approval of the Supervising Officer for any advertising or publicity material advertising the Hirees event or activities to be undertaken on the school premises, including entrance tickets, before such material is published.

4.4.3 No advertisement of any description will be allowed on premises, sites, vehicles, plant, machinery or equipment utilised in connection with the letting without the prior written consent of the Supervising Officer which shall not be unreasonably withheld.

4.4.4 Any advertisement or publicity material which is placed on the School's property with consent shall be promptly removed at the end of the Agreement Period.

4.5 Parking

4.5.1 Parking space is limited and must be managed carefully. The Hiree shall consult in advance with the Supervising Officer to agree such arrangements as may be necessary to maintain car park safety, availability of access for emergency services vehicles, prevention of damage to the grounds, and prevention of nuisance and disturbance to neighbouring properties.

4.5.2 Vehicles are parked on the site entirely at the **owners'** risk. The school cannot accept any responsibility or liability for any loss or damage arising from the use of car parks.

4.5.4 The Hiree shall ensure safe and appropriate stewarding of the car park if the event or activity is expected to attract a significant number of vehicles to the site.

4.5.4 Vehicles shall not be parked so as to cause an obstruction to or exit from the school premises. Access to the school by emergency services vehicles must not be obstructed or delayed.

4.5.5 No vehicle shall be parked on or taken over the grass, sports facilities or borders.

4.5.6 Disabled parking bays are to be used only by vehicles displaying current authorised Blue Badge permits.

4.5.7 The Hiree shall communicate in advance with their visitors and guests to encourage visitors to arrive at the site by sustainable means that reduce the demand for parking spaces. Such means include by foot, by bicycle, by public transport, and by car-sharing.

4.5.8 We ask the Hirer to ensure that attendees respect our neighbours when parking cars and to keep noise levels to a minimum when leaving in particular late at night.

4.6 Use & care of school facilities

4.6.1 The Hiree shall use only the school facilities and equipment booked, and only for the event and activities stated on the Letting Agreement and for no other purpose. For the avoidance of doubt the booking shall include access to toilet facilities. The Hirer must not use any other room/facility other than the one(s) that are booked. It is possible to book extra facilities on an ad-hoc basis but unauthorised room usage is forbidden and will result in a full charge for the extra facility, as well as a penalty charge of £50 should the additional area usage inconvenience or interrupt any other users, school staff or cleaning duties.

4.6.2 The Hiree will ensure that the security of the school is maintained during the event or activity. The Hiree will not enter or permit to be entered areas of the school which are not part of the area hired under the Letting Agreement except for the purpose of emergency evacuation. Where appropriate, the School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. Only agreed key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Supervising Officer.

4.6.3 The Hiree shall be responsible for paying any call out attendance charge arising from an unauthorised intruder alarm activation when an out of bounds alarmed area is entered in the course of a Letting.

4.6.4 The Hiree will conduct the event and activities it undertakes in a lawful and orderly manner and with due regard to the Spencer Academies Trust Equality and Diversity Policy.

4.6.5 The Hiree must not do or permit any act matter or thing which would or might constitute an illegal or immoral activity affecting the school premises or reputation of the school or Spencer Academies Trust or which would or might vitiate in whole or part any insurance affected in respect of the premises from time to time.

4.6.6 The Hiree will ensure that the event or activities shall cause no annoyance or disturbance to the schools' neighbours or to members of the public.

4.6.7 Animals shall not be permitted on the school premises with the exception of trained guide dogs for the visually impaired and trained listening dogs for the hearing impaired.

4.6.8 The Hiree shall ensure appropriate supervision and stewards for the event and activities to maintain order and good conduct. Where applicable the Hiree must ensure an appropriate adult to children ratio when these are specified for particular activities, for example where such ratios are specified by national governing bodies for sports, scouts etc.

4.6.9 The Hiree shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

4.6.10 Abuse to School or Trust staff or Governors in any form is unacceptable and is grounds to terminate the letting without notice.

4.6.11 The Hiree shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. When a group or club have a booking, the only people allowed into that area must be people authorised by the group or club.

4.6.12 The Hiree shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

4.6.13 It is the Hiree's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

4.6.14 The Hiree will take responsibility for the Health and Safety of its staff and attendees throughout the duration of the agreement. A full risk assessment for all activities taking place anywhere on the Rushcliffe Spencer Academy site is to be carried out by the Hirer and must be made available to Rushcliffe Spencer Academy upon request. All persons hiring school premises will be expected to conform to the relevant health and safety regulations and be required to sign the Rushcliffe Spencer Academy ***Fire Safety Management Policy*** to confirm that fire and evacuation procedures have been understood.

4.6.15 The Hiree shall not remove or otherwise interfere with the furniture, fixtures or fittings of the school. No material whatsoever is to be fastened by any means to the walls, ceilings, floors or fixtures and furnishings without the permission of the Supervising Officer.

4.6.16 In particular, no tapes, adhesives, or fixings of any kind are to be applied to wooden parquet floors.

4.6.17 The Hiree shall ensure that no stiletto heeled shoes or any other kind of shoe capable of damaging floors shall be worn. If the event involves dancing or walking in any such shoe the Hiree shall at their own expense arrange for suitable non-scratch floor protection boarding to be provided and removed at the end of the event.

4.6.18 The Hiree shall ensure that only appropriate sports footwear is worn on specialist sports floor surfaces and shall not permit wearers of inappropriate footwear from entering the area. Outdoor footwear must not be worn on such surfaces. If the event involves walking in outdoor shoes in areas with specialist sports floors then the Hiree shall at their own expense arrange for suitable non-scratch floor protection boarding to be provided and removed at the end of the event. If activities involve outdoor use the Hiree shall ensure that footwear is cleaned before re-entering the building.

4.6.19 If during the course of the event or activity the Hiree causes the fire alarm system to activate (for example but not limited to, the use of theatrical smoke, tampering, damage, misuse of fire alarm call points) the Hiree shall pay any subsequent call out and reinstatement charge imposed by the Fire and Rescue Service and fire alarm system engineer.

4.6.20 Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

4.6.21 The Hiree will ensure that the school facilities and premises are left in a clean tidy and safe condition with all equipment returned to the correct place of storage after any period of use and at the termination of the agreement.

4.6.22 School equipment can only be used if requested on the official request form and if its use is approved by the Principal and confirmed in writing. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hiree is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

4.6.23 Any electrical equipment brought by the Hiree onto the school site must comply with the Spencer Academy Trust code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

4.6.24 The Hiree shall as soon as is reasonably practical report any and all damage that occurs to the school premises facilities contents and equipment during or as a result of the hire period to the school staff in attendance and to the Supervising Officer.

4.6.25 The Hiree shall employ their best endeavours to make safe any damage to prevent injury or other safety risk. This may for example involve preventing access to the damaged item by the provision of a suitable barrier, or by vacating the facility.

4.6.26 The Hiree shall not attempt to undertake a repair unless there is a clear and evident further risk to safety and the hiree is demonstrably competent so to do.

4.6.27 The Hiree shall be responsible to the School for all repair costs, invalidated warranties and the like, arising from unauthorised attempts to undertake repairs.

4.6.28 The Hiree will ensure that the school facilities are vacated promptly at the end of any period of use and on termination of the Lettings Agreement. The school reserves the right to charge a fee to take account of any delay to the end of a booking.

4.6.29 The Hirees goods equipment and property shall be completely removed from the premises at the end of the Letting except where the Supervising Officer has agreed in advance that goods or equipment brought to the school for a particular event may be safely stored overnight at the Hirees risk for collection the following day. The school reserves the right to charge a storage fee if the Hiree fails to collect such items by the agreed deadline.

4.6.30 The school cannot accept responsibility for loss or theft or damage to the Hirees or the Hirees **guests or clients'** property and effects. It is the responsibility of the Hiree to make suitable insurance requirements for such cover.

4.6.31 In the event of any damage to the grounds facilities property or equipment of the school however caused arising from or in any way connected with the Hirees use of the same, the school will arrange to make good the damage and the Hiree shall pay the cost of such reparation.

4.7 Safeguarding

4.7.1 Where a Hiree lets the school premises outside school hours and the letting involves the presence of/contact with children, the responsibility for ensuring that safeguarding measures are in place rests with the Hiree in full and not with the school.

4.7.2 It is the responsibility of any Hiree, as the employer, to carry out DBS and other checks on its staff or volunteers and ensure that such checks are available if required by the relevant authority under English Law.

4.7.3 The Hiree is responsible for supervising any children participating in the event or activities until they are collected by the relevant parent, guardian or responsible person.

4.7.4 In order to protect school data and to prevent pupils from accessing unauthorised internet content the Hiree shall not access or attempt to access nor permit others to access or attempt to access the school computer network (whether wired or wireless) nor shall they establish a temporary Wi-Fi hotspot on the premises, unless such access arrangements including appropriate data security measures have been agreed in writing by the Principal.

4.7.5 The use of image recording equipment in the school is not permitted, without the permission of the Principal. Image recording equipment means:

- Cameras
- Video recorders
- Mobile phones

4.7.6 If a person is authorised to use recording equipment they are still not permitted to use the equipment in the following areas:

- Changing rooms and toilet areas
- Areas where children are taking part in an Activity session. Any person authorised to use recording equipment will be required to wear an identity badge clearly showing their name.

4.8 Licenses & permissions

4.8.1 The Hiree shall obtain at their own expense any and all necessary licences required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto.

4.8.2 Permission or License must be obtained from the copyright owner, the owner of the sound recordings, and the publisher for any public performance of music, musicals, operas, stage plays or films. The borrowing of music scores or play scripts from a local library does not constitute permission to perform.

4.8.3 Hirees are reminded that it is illegal to photocopy sheet music or scripts without the express permission of the copyright holder except in certain circumstances. Infringement may render the Hiree liable to civil claim from the copyright holder.

4.8.4 Hirees are reminded they could be sued for damages if hirees show a film [under copyright](#) in public without being licensed. This includes DVD, Blu-Ray and video and digital formats.

4.8.5 The Hiree shall indemnify Rushcliffe Spencer Academy and Spencer Academies Trust against all sums of money they have to pay by reason of an infringement of copyright or license or performing right arising during the period of hire covered by the Letting Agreement.

4.8.6 Guidance on licensing requirements may be found at

- <https://www.gov.uk/premises-licence>
- <https://www.gov.uk/guidance/entertainment-licensing-changes-under-the-live-music-act> <https://www.resourcecentre.org.uk/information/licensing-and-regulations/>
- <https://www.gov.uk/showing-films-in-public>

4.9 Smoking

4.9.1 The whole of the Rushcliffe Spencer Academy premises including the car park grounds and sports pitches is a no-smoking area. No smoking whatsoever is permitted.

4.9.2 For the avoidance of doubt e-cigarettes, vapes and the like are also not permitted.

4.10 Alcohol

4.10.1 The provision of alcoholic drinks at an event can be appropriate for certain events but inappropriate for others, depending upon the individual circumstances of the event. Maintaining good order and the sound reputation of the school is paramount.

4.10.2 In any case, the Hiree shall comply with all relevant local regulations laws and by laws relating to the provision of alcohol at events and shall indemnify Spencer Academies Trust and Rushcliffe Spencer Academy against any and all costs that may arise through the Hirees failure to secure correct licensing for the provision of alcohol.

4.10.3 Licensing requirements vary between differing local government authorities. Guidance may be found at <https://www.gov.uk/alcohol-licence-your-area>

4.10.4 The Principal shall have the final say as to whether the provision of alcohol is permitted, regardless of whether for sale or whether provided free as part of the event, even if the event does not require a license for the provision of alcohol.

4.11 Food and drink

4.11.1 Food and drink may be brought on to the premises and consumed provided that this has been notified via the Letting Agreement form and agreed to by the Supervising Officer

4.11.2 The school kitchen can only be used by the Hiree to prepare food on counters and use of the dishwasher. School kitchen ovens and other equipment are not to be used. Food classrooms can be made available for use in consultation with the supervising officer. Food used by the Hiree should be stored in a clearly labelled separate cupboard and fridge that is only used by the Hiree.

4.11.3 The Hiree shall only be permitted to share use of kitchens and/or catering equipment where a member of the school staff is available to supervise such use and the staff time and on-costs of the school staff shall be recharged to the Hiree as part of the Hire Charge.

4.11.4 For operational and safety reasons it is unlikely that such agreement will be granted except in the most exceptional of circumstances.

4.11.5 If the preparation of food by the Hiree causes the fire alarm system to activate the Hiree shall pay any subsequent call out charge imposed by the Fire and Rescue Service.

4.11.6 Any food or drink prepared on the premises or brought on to site by the Hiree or their colleagues guests or subcontractors shall be prepared and labelled and served in compliance with all applicable current food hygiene regulations and standards. Guidance may be found at
<https://www.gov.uk/food-safety-your-responsibilities/food-safety>
<http://www.legislation.gov.uk/ukxi/2013/2996/contents/made>

4.11.7 The Hiree shall indemnify Spencer Academies Trust and Rushcliffe Spencer Academy against any and all costs arising due to a breach of food hygiene regulations during the period covered by the letting.

4.12 Waste and refuse disposal

4.12.1 The Hiree shall arrange for all waste and rubbish including food waste and left-over materials to be removed at the end of each event or activity. The Hiree shall bring sufficient refuse collection bags to ensure this and shall remove all refuse from site with them when they leave the site.

4.12.2 The Hiree is responsible for the collection and disposal of litter arising from spectators of sports activities including where these take place on the schools outside facilities and pitches.

4.12.3 All evidence of alcohol including bottles, glasses, packaging, shall be removed by the Hiree at the end of the letting.

4.12.4 The Hiree shall ensure that all food and drink waste and packaging and spillages must be thoroughly cleaned up and residual food or cooking smells ventilated and all utensils and equipment and tables thoroughly cleaned and the premises and facilities generally returned to the school in a fit state for immediate reoccupation by the school.

4.12.5 The Hiree will be charged a reasonable cleaning and reinstatement fee determined by the Supervising Officer where the school has to tidy or clean up following any period of use by the Hiree.

4.13 Betting gaming lotteries & raffles

4.13.1 Nothing shall be done on or in relation to the premises in contravention of the law and local bye laws relating to betting gaming and lotteries. The Hiree shall ensure the requirements of the relevant legislation are strictly observed.

4.13.2 Further guidance may be found at

<http://www.gamblingcommission.gov.uk/for-the-public/For-the-public.aspx>

<http://www.institute-of-fundraising.org.uk/guidance/fundraising-disciplines/auctions-raffles-lotteries-and-gamification/raffles-and-lotteries/>

4.13.3 The Hiree shall indemnify Spencer Academies Trust and Rushcliffe Spencer Academy against any and all costs arising due to a breach of gambling gaming lottery and raffles regulations during the period covered by the letting.

4.14 Safety - General

4.14.1 The Hiree undertakes that nothing shall be done which will endanger the users of the premises and facilities. Performances involving danger to performers or the public shall not be permitted.

4.14.2 The Hiree is responsible for the safe and proper use of any equipment whether the schools or otherwise in connection with the Hiree event or activity.

4.14.3 It is the responsibility of the Hiree, as the event and activity manager, to carry out suitable and sufficient risk assessments of their activities and events, and to put into place suitable control measures to prevent accidents, injuries and near misses.

4.14.4 Rushcliffe Spencer Academy reserves the right to request copies of risk assessments created in the event that the school needs to investigate an incident or complaint. Such documents shall not be unreasonably withheld and shall be provided within 5 working days.

4.14.5 The Hiree shall inspect the premises prior to the start of each event or activity and shall satisfy themselves as to the suitability and safety of the premises for the event or activity. The Hiree shall inform the Supervising Officer of any fault damage or other problems with the premises or equipment and shall not use or allow to be used any premises or equipment that they consider to be unsafe.

4.14.6 It is the Hirees responsibility to ensure that all those attending are made aware that they do so in all respects at their own risk.

4.14.7 The Hiree shall ensure the availability of a working mobile telephone to be used in the event of an emergency

4.14.8 The Hiree will ensure that disabled people and people with restricted mobility or restricted vision or restricted hearing can make effective exit from the premises without using the buildings lifts which are not to be used in the event of fire.

4.14.9 Mandatory and advisory safety notice signs shall not be obstructed at any time.

4.14.10 The Hiree shall provide and display at their own expense any additional mandatory safety signage that are required specifically for their event, mounted in such a way as to ensure no damage whatsoever is caused to the school premises facilities and equipment.

4.14.11 The Hiree shall carefully remove all additional signage provided at the end of the event.

4.14.12 The Hiree shall make their own sufficient first aid arrangements as appropriate to the event or activity.

4.14.13 The Hiree shall be responsible for the provision of a suitably sized first aid kit appropriate to the number of attendees.

4.14.14 The Hiree shall ensure that supervising personnel have current first aid training particularly in the case of sports lettings.

4.14.15 Rushcliffe Spencer Academy has an Automated External Defibrillator (AED) and the Hiree shall familiarise themselves with its location.

4.14.16 There is no legal requirement for the school to provide first aid facilities and except for the AED school first aid resources are not available to the Hiree.

4.14.17 In the event of an emergency the Hiree shall ensure occupants leave by the nearest available emergency exit and proceed to the assembly point. Occupants must not re-enter the premises unless it is safe so to do.

4.14.18 The Hiree shall report all accidents or near misses that occur while using the premises and facilities to the member of school staff in attendance and to the Supervising Officer.

4.14.19 In the case of the above the Hiree shall fully complete and return a school Accident Report Form and any applicable Risk Assessment and Method Statement documents to the Supervising Officer within three calendar days of a request for the Report.

4.15 Safety - Fire

4.15.1 Fire Alarm Evacuation Plan notices are provided in occupied rooms. The Hiree shall read and familiarise themselves with the plan.

4.15.2 The Hiree shall check that all necessary emergency exit routes are unlocked and available prior to the event or activity commencing.

4.15.3 The Hiree shall make its own arrangements for evacuation and shall choose whether to use the schools designated fire assembly area or otherwise a safe assembly area of their choosing depending on the nature of the event and the number of occupiers. Prior to the start of the event or activity the Hiree shall inform the occupiers which assembly point is to be used and the evacuation arrangements.

4.15.4 The Hiree will maintain a register of named people present (if less than or equal to 30) or an accurate count of people present (if more than 30) for the purpose of informing the Fire and Rescue Service in the event of their attendance.

4.15.5 Where a maximum room capacity notice is displayed, the Hiree shall ensure the maximum room capacity is not exceeded at any time.

4.15.6 Obstructions must not be placed in gangways or exits, nor in front of emergency exits which must be available for free public exit at all times.

4.15.7 Highly flammable substances shall not be brought into or used in any part of the premises. No decorations of a combustible nature (for example but not limited to: paper, polystyrene, hay, non-retardant fabric) shall be undertaken or erected without the consent of the Supervising Officer.

4.15.8 No unauthorised heating appliances and no naked flames shall be used on the premises.

4.15.9 The local Fire & Rescue Service shall be immediately called to any outbreak of fire and details of the incident reported to a member of school staff in person or by telephone at the first available opportunity.

4.15.10 Fire Safety and Firefighting apparatus shall not be removed or tampered with. Fire extinguishers are provided only for the purpose of preservation of life when attempting evacuation and should not be used to attempt to extinguish a fire unless the user is competent and trained so to do.

4.16 Safety - Asbestos

4.16.1 Asbestos is present in certain older buildings and is indicated by warning labels. When maintained in sound condition and undisturbed no risk arises.

4.16.2 The Supervising Officer shall make the Asbestos Register available to the Hiree. The Hiree shall sign the Asbestos Register to indicate that they are aware of where asbestos exists or is presumed to exist in the specific areas of the premises that are being booked.

4.16.3 The Hiree must not permit staples, drawing pins, sticky tape, blue tack, or any other item to be affixed to surfaces indicated to contain asbestos nor shall the Hiree permit any activity which may cause damage to asbestos.

4.16.4 If asbestos becomes disturbed or damaged during an event or activity the Hiree shall immediately vacate and seal off the affected room and immediately inform the Supervising Officer who shall activate the Emergency Procedure detailed in the local school Asbestos Management Plan. The Hiree shall upon request provide a written statement detailing the actions and events that gave rise to asbestos becoming damaged.

4.16.5 The Hiree shall indemnify Spencer Academies Trust and Rushcliffe School against all decontamination and repair costs and against any subsequent compensation claims for exposure arising from damage to asbestos occasioned by the event or activity.

4.17 Safety - Electrical

4.17.1. The Hiree shall indicate any intention to bring electrical equipment on site on the Lettings Agreement Form. Such equipment shall be brought on site entirely at the Hirees risk.

4.17.2 The school disclaims all responsibility for any claims and costs arising out of or in any way related to the use of such equipment

4.17.3 Electrical equipment and mains extension cables brought on site for an event must be in a safe condition. It is the responsibility of the Hiree to ensure equipment has been suitably inspected and if necessary tested. If this cannot be proved then a competent person must carry out an in-service inspection and test appropriate to the class of equipment or the equipment must not be used.

4.17.4 A Portable Appliance Test Certificate (PAT Test) confirms only that the equipment was safe at the date and time of testing. Therefore the Hiree shall be responsible for ensuring that all electrical equipment and mains extension cables brought on site for the purpose of the event or activity is subjected to a visual safety inspection prior to use. Users of portable appliances should look for the following indicators of damage or faults, before permitting the equipment to be used:

- a) Is the user aware of any **problems**, does the appliance work?
- b) **Damage to the cable/lead** e.g. cuts, fraying, abrasion (apart from light scuffing);
- c) **Damage to the plug**, e.g. the casing is cracked, the pins are bent, the screw holding the plug together is loose, the plug rattles;
- d) **Non-standard joints**, including taped joints in the cable;
- e) The outer covering (sheath) of the **cable not being gripped where it enters the plug** or the equipment. Look to see if the coloured insulation of the internal wires is showing;
- f) **Damage to the outer cover** of the equipment or obvious loose parts or screws;
- g) **Signs of overheating** (burn marks or staining) on the equipment or plug;
- h) Equipment being used in **conditions where it is not suitable**, e.g. a wet or dusty environment;
- i) **Equipment with signs of cracks, chemical or corrosive damage** to the case, switches not working properly, protective covers missing or loose;
- j) **Extension leads or adapters overloaded** (too many appliances for the fuse or current rating of the lead);
- k) **Residual Current Devices (RCDs) failing to disconnect** from the supply when the test button is pushed.

4.17.5 If the visual inspection identifies any of the damage or faults indicated in 4.17.4 a) to k) above then the equipment shall not be used until it has been repaired by a competent person.

4.17.6 The Hiree shall not undertake and shall not permit to be undertaken any alteration or interference to the premises electrical systems fixtures fittings and lights.

4.17.7 The Hiree shall indemnify Spencer Academies Trust and the School in the event that electrical equipment brought in by the Hiree causes damage to the school or injury.

4.18 Right of access

4.18.1 The Hiree shall permit free access to the event or activity to the Governors, The Principal, The Supervising Officer or other nominated person, for the purposes of monitoring the event or activity from time to time.

4.18.2 The Hiree shall comply with instructions issued by the Governor, Principal, Supervising Officer or other nominated person, to remove any article material appliance or person or cease the event or activity.

4.19 Insurance

4.19.1 Lettings are made on the agreement that Spencer Academies Trust and Rushcliffe Spencer Academy is indemnified by the hiree against any loss damage costs and expenses occasioned during the course of or as a consequence of the Letting.

4.19.2 The Trust and the Rushcliffe Spencer Academy shall not be responsible for any claims for personal injury or unlawful discrimination arising from or in any way connected with the Hirees use of the school facilities.

4.19.3 The Hiree warrants that it is responsible for any claims for personal injury or unlawful discrimination arising from or in any way connected with the Hirees use of the school facilities.

4.19.4 The Hiree warrants that it has appropriate insurance with a reputable insurance provider against such funds as the hiree may become liable to pay as compensation arising out of bodily injury or illness (fatal or otherwise) and/or unlawful discrimination to any person and costs fees expenses loss or damage caused to property or the premises by any act of the Hiree his servants agents or any person resorting to the premises by reason of the use of the premises by the Hiree.

4.19.5 The Hirees insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and shall include liability for the premises including liability for fire and explosion risks arising from the let of the premises, public liability, and liability for unlawful discrimination.

4.19.6 The Hiree shall produce the dated certificate of insurance together with the policy document and receipts confirming the current premium has been paid, upon request from the Supervising Officer or Principal within 7 days of such request.

4.19.7 The Hiree undertakes that nothing shall be done which will invalidate the policies of insurance, whether they be held by Rushcliffe School Spencer Academies Trust or by the Hiree.

4.20 Variation of charges

4.20.1 Lettings charges are as listed in **Appendix 2**.

4.20.2 Lettings charges shall be reviewed annually by the Principal and approved by the Trust Finance Director.

4.20.3 Where a signed Lettings Agreement spans a period whereby the Hire Charges have been reviewed in accordance with 4.20.2 above, the original Hire Charge shall be honoured by the school and the applicable revised Hire Charge shall apply for any subsequent booking.

4.20.4 Where a Hiree seeks to vary the facilities or services to be provided under a signed Lettings Agreement the school reserves the right to recalculate the Hire Fee applicable to the booking.

4.20.5 The Supervising Officer shall arrange for the following costs to be recharged to the Hirer in the circumstances indicated in the following clauses: 4.3.9, 4.3.11, 4.3.12, 4.6.3, 4.6.19, 4.6.27, 4.6.31, 4.8.5, 4.10.2, 4.11.3, 4.11.5, 4.12.5, 4.13.3, 4.16.5, 4.17.7, 4.19.3.

4.20.6 The granting of a discount in the case of regular repeat block bookings shall be at the discretion of the Principal.

4.20.7 The Hiree shall not sub-let the premises to another person or organisation.

4.21 Cancellation by hiree

4.21.1 The Hiree may cancel a Single Letting or a particular session within a Continuous Letting by giving a minimum of 14 days notice to the Supervising Officer.

4.21.2 Provided that the minimum 14 days notice has been given the school shall not charge the Hirer for the cancelled session. The school shall offer the Hiree a choice of either a full refund of any Letting Charges that have been prepaid, or the option to book a replacement date at no additional charge.

4.21.3 In the event that the Hiree cancels a Single Letting or a particular session within a Continuous Letting without giving the 7 days minimum notice then the Hiree shall remain liable for the full Letting Charge and no refund of any Letting Charge that has been prepaid shall be given except that if the prepayment includes payment for sessions beyond the 14 day notice period only those sessions alone shall be refunded.

4.21.4 In the event that the Hiree cancels the whole letting agreement, the school has the right to charge or otherwise retain a percentage of any lettings charge to ensure no financial loss occurs to the School where reasonable arrangements have been made by the School to ensure the letting can run for the full agreement period. The rate of such charges shall be as shown in the table in **Appendix 3**.

4.21.5 It is the Hirees responsibility to notify its members and guests of the cancellation of the letting by the Hiree and of any changes of dates or venues.

4.22 Cancellation by the school

4.22.1 School Lettings and events take priority over Community Lettings or Commercial Lettings. On rare occasions it is necessary for schools to add or rearrange the dates of School Lettings at short notice. The school reserves the right to cancel a particular session or period of use by giving the hiree at least 48 hours notice.

4.22.2 Bookings are taken subject to the school premises not being subsequently required for Parliamentary or Local Government elections.

4.22.3 On rare occasions facilities can become unavailable for property maintenance, safety or other operational reasons or other circumstances beyond the control of the

school (including without prejudice to the generality of the same, industrial action by its employees, fuel shortage, failure of gas water or electricity supply, unsuitable ground or pitch conditions arising from inclement weather, local or national lockdown in a pandemic situation). The school reserves the right to cancel a particular session or period of use without notice although every reasonable effort shall be made to give the Hiree as much notice as possible.

4.22.4 The decision of the Supervising Officer or the Principal as to whether a letting shall be cancelled shall be binding on the Hiree.

4.22.5 In the event that the school cancels a Letting under 4.22.1 to 4.22.3 above, the school shall offer the Hiree a choice of either a full refund of any Hire Charges that have been prepaid, or the option to book a replacement date at no additional Hire Charge.

4.22.6 Spencer Academies Trust and Rushcliffe Spencer Academy shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

4.22.7 It is the Hirees responsibility to notify its members and guests of the withdrawal of school facilities and of any changes of dates or venues in the event of the cancellation of the letting as a result of the circumstances described in 4.22.1 to 4.22.3 above.

4.23 Safety – Covid-19

4.23.1 The Hiree and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.

4.23.2 The Hiree is responsible for carrying out a risk assessment for COVID-19.

4.23.3 The Hiree is responsible for cooperating fully with NHS Test and Trace. This includes collecting and preserving and providing data on visitors complete with contact telephone numbers for up to 21 days and in accordance with General Data Protection Regulations. See https://www.gov.uk/create-coronavirus-qr-poster?gclid=EALalQobChMIglva-JGd7AlVie7tCh38YgN2EAAYASAAEgJ6WvD_BwE for information on how to obtain an NHS test and Trace QR Code for your event.

4.23.4 The Hiree is responsible for returning the facilities to the school in state fit to maintain Covid-secure status by sanitising toilets used, and frequently touch points including but not necessarily limited to doors, door handles, hand rails, furniture surfaces, chair backs and the like and any school equipment used. See <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings/covid-19-decontamination-in-non-healthcare-settings> for further information.

5. Roles and responsibilities – Rushcliffe Spencer Academy

5.1 Spencer Academies Trust

Shall:

5.1.1 Maintain current Public Liability Insurance for school premises and inform Supervising Officers of any applicable insurance conditions.

5.1.2 Maintain current other appropriate insurance to protect the Trust and the school from financial loss from theft or damage arising the use of the premises for lettings where not covered by the Hirees insurance.

5.1.3 Ensure that the central Trust HR Team works with Trust schools to ensure that Staffing structures, Contracts of Employment & Job Descriptions all support capacity to undertake the flexible provision of lettings so far as reasonably practicable.

5.2 The Principal

Or in his/her absence the Deputy Principal, shall:

5.2.1 Have overall responsibility for the protection of the reputation of the School,

5.2.2 Have the final say as to the suitability or otherwise of a potential letting,

5.2.3 Hold the Supervising Officer to account for the efficient letting of school premises and their timely return to school use,

5.2.4 Have the right to attend events and activities for the purpose of monitoring the event or activity, have the authority to terminate an event in progress with immediate effect on the grounds of safety, risk to premises, or risk to reputation.

5.2.5 Ensure that working time recording processes accurately capture overtime worked (where applicable) so that correct payroll calculations are made.

5.2.6 Ensure that potential lettings are accurately costed so that no cost to the school is incurred.

5.2.7 Manage local school finance staff to ensure that Invoicing & Credit Control is undertaken in a timely, efficient, and customer focussed manner.

5.2.8 Manage local school finance staff to ensure that Income and VAT accounting are correctly undertaken in accordance with the Trust Finance Policy, applicable funding agreements, and in accordance with applicable law.

5.2.9 Undertake an annual review of Lettings Charges for, ensuring consistency of charges.

5.3 The Supervising Officer

5.3.1 The Supervising Officer is the person or persons employed by the school to oversee the operational aspects of the Letting. This will normally be the Facilities Manager / Estates Manager / Site Manager, or the authorised employee of the SLMC.

5.3.2 The Supervising Officer shall:

- Undertake liaison with Principal to ensure letting is appropriate,
- Undertake liaison with affected curriculum Department Leaders
- Undertake coordination of the event with school events calendar to avoid clashes
- Undertake liaison with Specialist Lettings Management Contractor (SLMC) as appropriate,
- Undertake liaison with the Finance Team to ensure the letting is viable and is correctly invoiced,
- Undertake liaison with the Hiree:
 - Pre – event enquiries and booking – access, parking, fire safety, general safety, event licensing,
 - Advise presence of asbestos,
 - Provide access and customer care during the letting,
- Undertake a Post-letting inspection – cleaning, damage and breakages, identification of additional charges,
- Generally ensure the premises are fit for immediate reoccupation by the School,
- Have the right to attend events and activities for the purpose of monitoring the event or activity.
- Have the authority to terminate an event in progress with immediate effect on the grounds of safety, risk to premises, or risk to reputation.
- Retain copies of signed Lettings Agreements and associated correspondence for accounting and insurance claim purposes.

5.4 The Governing Body

Shall:

5.4.1 Provide challenge, support and advice to the Principal and to the Supervising Officer,

5.4.2 Have the right to attend events and activities for the purpose of monitoring the event or activity,

5.4.3 Have the authority to terminate an event in progress with immediate effect on the grounds of safety, risk to premises, or risk to reputation.

6. Policy review

6.1 The Principal shall review, and where necessary revise, this policy to meet with continuing requirements as necessary. The review period shall be annually or when relevant legislation changes.

6.2 The Principal may delegate the review to a competent person or organisation but shall remain responsible for ensuring the review is undertaken in a timely manner.

APPENDIX 1 – Lettings Application and Agreement Form

Community & Commercial Hire:

The Hiree acknowledges and accepts that by the act of signing the Letting Application and Agreement Form they irrevocably agree to comply with the Lettings Policy and conditions and shall be liable in full in respect of any and all claims costs and charges arising from any failure to abide by this policy and conditions.

APPENDIX 2 – Lettings charges & facilities for hire

Schedule of Lettings Charges as at 1 October 2020

<ul style="list-style-type: none"> • Spencer Academies Trust School Lettings - no charge as event costs are met by the SAT school budget. • SAT School Lettings take precedence over Community & Commercial Lettings. • <i>All prices are subject to the addition of VAT unless VAT exemptions apply.</i> 			
Facility	Unit of Hire	Community Letting £	Commercial Letting £
Rushcliffe School			
Soccer grass pitches	Lettings managed on behalf of Rushcliffe School by Field Sports Management		
All weather pitches			
Small Sports Hall			
Small Gym			
Concert Hall, A Block	Per Hour	29.00	37.00
	One Day Theatre Event	300.00	350.00
Hall, B Block	Per Hour	30.00	35.00
Eatz Dining Hall	Per Hour	30.00	35.00
Classroom	Per Hour	18.00	20.00
Learning Resource Centre	Per Hour	22.00	25.00
Operator for Sound and Lighting – Concert Hall A Block	Per Hour	35.00	35.00
Drama Room PAL 301, 302, 303	Per Hour	25.00	30.00
Full Theatre PAL	Per Hour	62.50	75.00
Full Theatre PAL	One Day Theatre Event	300.00	350.00
Operator for Sound and Lighting – Concert Hall Performing Arts & Languages Block	Per Hour or part	35.00	35.00
Rooms and facilities not listed above	At the discretion of the Principal		

APPENDIX 3 – Table of charges re cancellation of long-term agreements

	Calculation of total agreement fee to be charged												
Full months remaining in agreement when hiree cancels remaining booking	Length of lettings agreement in months												
	12	11	10	9	8	7	6	5	4	3	2	1	
12	100												
11	92	100											
10	83	91	100										
9	75	82	90	100									
8	67	73	80	89	100								
7	58	64	70	78	88	100							
6	50	55	60	67	75	86	100						
5	42	45	50	56	63	71	83	100					
4	33	36	40	44	50	57	67	80	100				
3	25	27	30	33	38	43	50	60	75	100			
2	17	18	20	22	25	29	33	40	50	67	100		
1	8	9	10	11	13	14	17	20	25	33	50	100	
Between 7 days and 1 month	5	7	8	9	11	12	15	18	20	25	50	75	
Under 7 days	0	0	0	0	0	0	0	0	0	0	0	0	

Worked example 1:

Booked and prepaid in full for a 10-month letting agreement, which the hiree cancels with 4 full months remaining. Letting fee due = 100% - 40% = 60% so a 40% refund would be due to the hiree.

Worked example 2:

Booked and prepaid for a 3-month letting agreement, final sessions cancelled by hiree with 6 days to go. No refund will be due.