

LETTINGS POLICY

This policy was created and ratified by the Trust Board:	18 June 2019
The policy owner is:	Business Development Manager
This policy will be reviewed by the Trust Board in: (unless earlier review is recommended by the Trust)	June 2022
Policy Version:	V1.2
Signed by the Chair of the Board of Trustees:	Signed by J. Smith, Chair of Trustees

1. LETTING OF TRUST FACILITIES

- 1.1. The Wensum Trust (“the Trust”) is wholly committed to community use of its facility assets.
- 1.2. The Wensum Trust sets out the following framework for all academies to follow when letting of Trust facilities.
- 1.3. Whilst academies will clearly be regarded as the principal and major users of their own premises, the needs of the wider community (“the Hirer”) should also be taken into account when determining use.
- 1.4. Use of Trust facilities by Hirers may only be undertaken when Trust facilities are not directly required by students.
- 1.5. The Trust will be responsible for the management and administration of the lettings policy.
- 1.6. Academies should share with Hirers the identification of the people responsible for the management and administration of lettings (The Wensum Trust – “Lettings Office”).
- 1.7. The Trust should seek written assurance from Hirers that they have the appropriate policies and DBS checks in place to safeguard children and vulnerable adults.
- 1.8. The Lettings Office will agree the arrangements for making casual bookings.
- 1.9. The Lettings Office will agree the method of informing Hirers about the conditions of use.
- 1.10. The Lettings Office will advise Hirers of the security arrangements which must be followed.
- 1.11. The Lettings Office will advise Hirers of the arrangements if an academy has to be temporarily closed.
- 1.12. The Lettings Office will advise Hirers of how the academy will fulfil its health and safety responsibilities.

2. CHARGES FOR THE USE OF TRUST FACILITIES

- 2.1. Economic charges must be levied for the letting of Trust facilities. It is important to remember that certain costs are incurred by the Trust facility even when empty; therefore, general lettings should be a profitable and not a loss-making exercise.
- 2.2. Normal rates for letting of various Trust facilities are set each academic year.
- 2.3. The Business Development Manager is authorised to negotiate variations to these charges where appropriate.
- 2.4. Significant variations, such as reductions of greater than 50%, are to be referred to the Trust Finance Manager.
- 2.5. The Trust reserves the right to negotiate their own letting charges and adjust prices as and when it is deemed necessary.
- 2.6. Prices quoted are exclusive of VAT and may be subject to VAT at the current rate.
- 2.7. For an up to date price list, Hirers should contact the Lettings Office or visit the Trust’s website: www.wensumtrust.org.uk.

3. USE OF TRUST FACILITIES BY OUTSIDE BODIES DURING ACADEMY HOURS

- 3.1. Academy hours are generally deemed to be 08:00 to 16:00 unless stated otherwise (term-time only).
- 3.2. There are a number of examples of academies making part of their premises available to outside bodies during the academy day. Such arrangements apply to pre-school playgroups, other academies/schools etc. The following summarises the principles, which should apply to use:
- 3.3. Any use of academy premises by outside bodies during the academy day should be carefully managed so as not to inhibit the smooth running of the establishment, the fundamental purpose of any academy is to ensure the proper education of its students.
- 3.4. Where an academy wishes to arrange a long-term use for part of its premises by a third party, then negotiation and the arrangement for a lease will be made through the Trust’s Central Services Team.

4. APPLICATION FOR HIRE OF TRUST FACILITIES

- 4.1. Every Hirer will be asked to complete an “APPLICATION FOR HIRE OF ACADEMY PREMISES” form (Appendix 1) and agree to the full “TERMS & CONDITIONS OF HIRING ACADEMY PREMISES” (Appendix 2).

5. HEALTH & SAFETY

- 5.1. Hirers of Trust facilities will need to have sufficient policies and procedures in place to safeguard members of the group and Trust facilities. Where applicable the Lettings Office may request copies of the following:
 - Public Liability Insurance.

- Child Protection Policy if Hirers cater for children / vulnerable adults. This must include details of recruitment and vetting procedures. The Hirer is responsible for ensuring that all staff who work with children / vulnerable adults have undertaken a full DBS disclosure.
 - Performance Licences / TEN Licence (if Hirers intend to perform / play any music in Trust facilities).
 - Valid Rescue Award and Teaching Qualification/s for ALL coaches / instructors (swimming Hirers only).
- 5.2. The Trust strongly recommends that prior to using Trust facilities; the Hirer conducts a risk assessment of the activities they will be carrying out. The Lettings Office does not need to see this document, but it may be required in the event of an accident to demonstrate that the Hirer took all necessary precautions to minimise the risk.
- 5.3. Should Hirers need any advice or help with producing the above documentation, they should contact the Lettings Office using the contact details provided.

6. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 6.1. Please refer to <http://www.wensumtrust.org.uk/key-documents-policies/> or call: 01603 254327 for our full policy on Safeguarding, incorporating Child Protection.

7. EQUALITY

- 7.1. Please refer to <http://www.wensumtrust.org.uk/key-documents-policies/> or call: 01603 254327 for our full policy on Equality.

8. GENERAL DATA PROTECTION REGULATION (GDPR)

- 8.1. Please refer to <http://www.wensumtrust.org.uk/gdpr> or call: 01603 254327 for our full policy and Privacy Notice on GDPR.

9. COMPLAINTS PROCEDURE

- 9.1. Please refer to <http://www.wensumtrust.org.uk/key-documents-policies/> or call: 01603 254327 for our full policy on how to make a Complaint.

10. VAT AND LETTINGS

- 10.1. Prices quoted are exclusive of VAT and may be subject to VAT at the current rate.
- 10.2. For an up to date price list, Hirers should contact the Lettings Office or visit the Trust's website: www.wensumtrust.org.uk.

11. MONITORING AND REVIEW

- 11.1. The Trust will review this policy every three years and assess its effectiveness and implementation.
- 11.2. Any deficiencies identified shall be corrected and used to inform review of the policy which will be promoted and implemented throughout the Trust.
- 11.3. The Business Development Manager will report on the effectiveness of the policy and procedures to the Trust Board as appropriate.

APPLICATION FOR HIRE OF ACADEMY PREMISES

HIRER DETAILS
Name of Group / Organisation:
Contact Name:
Correspondence Address:
Postcode:
Email:
Mobile:*
Home or Work Tel:*
*PLEASE COMPLETE A MINIMUM OF TWO CONTACT NUMBERS

BOOKING DETAILS																
Facilities (including Academy name) and any Equipment Required:																
Times of Hire:*																
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From:		To:														
*Please allow for setting up and clearing away, as this must be booked and included within the start and finish times.																
Date/s of Hire:*																
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*Please enter each date required in the boxes above. All dates listed will be invoiced together.																
Purpose of Hire:																
How would you like to be invoiced: (please delete as appropriate) WEEKLY / MONTHLY / IN FULL																

DECLARATION		
<p>I have read the TERMS & CONDITIONS OF HIRING ACADEMY PREMISES and agree to comply with them. I have attained the age of 18 years. I understand that this form does not constitute acceptance of the booking by The Wensum Trust. If the application is approved, I will pay all fees relating to the hire of Academy premises in advance. I understand The Wensum Trust reserves the right to refuse and cancel this application at any time. I accept all responsibility for ensuring professional indemnity, public liability, PPL / PRS licences and any other certificates, licences and insurances are in place and up to date. Copies required on request, must be provided.</p>		
<p>*Please tick all boxes below that are applicable to your group / organisation*</p> <p><input type="checkbox"/> I/we have valid Public Liability Insurance (and include or have already provided a copy of the current certificate).</p> <p><input type="checkbox"/> I/we have a Child Protection Policy (including details of our recruitment and vetting procedures).</p> <p><input type="checkbox"/> I/we have the necessary Performance Licences / TEN Licence (for bookings involving regulated entertainment).</p> <p><input type="checkbox"/> I/we have read the 'Privacy Notice to Hirers & Customers' and understand how our data / information will be used.</p> <p><input type="checkbox"/> POOL HIRERS - I/we have read the Swimming Pool PSOP and agree to comply with them.</p> <p><input type="checkbox"/> POOL HIRERS - I/we have valid Rescue Award / Teaching Qualifications for ALL coaches / instructors (and include or have already provided a copy of the current certificate/s).</p> <p><input type="checkbox"/> I/we would like to be kept informed of offers and events and confirm the details above may be used for marketing purposes.</p>		
<table style="width: 100%;"> <tr> <td style="width: 50%;">Signed:</td> <td style="width: 50%;">Date:</td> </tr> </table>	Signed:	Date:
Signed:	Date:	

CONTACT DETAILS: Lettings@wensumtrust.org.uk • 01603 254331 • The Wensum Trust, 185 ~~Middleton~~ Lane, Norwich, NR6 5SB

TERMS & CONDITIONS OF HIRING ACADEMY PREMISES

BOOKING CONDITION 8

Please take time to read the terms and conditions carefully. Details concerning payment and cancellations are contained herein, along with your responsibilities as the hirer.

"The Hirer"

meaning any person, club, group, body or organisation identified on the Application for Hire of Academy Premises form. This includes any committee, governing body of an organisation, its officers, members, servants, agents, employees, temporary members and guests.

"The Premises"

meaning the areas of hire which are identified on the application form. This includes all fixtures, fittings, equipment and surrounding areas.

"The Management"

meaning The Wensum Trust, Governors, Heads of School/Academy or any other designated persons entrusted with authority and acting in the Trust's interest.

PAYMENT METHOD

All letting fees shall be paid in advance by the Hirer. Specific bookings may be made for single lettings or repetitive lettings. A provisional booking may be cancelled by the Hirer at any time. Once an invoice has been raised and the booking confirmed, the booking cannot be cancelled unless the appropriate notice has been given.

CANCELLATION 8

Cancellations by the Hirer

All cancellations must acknowledge and adhere to the policy as stated below ensuring that the appropriate notice has been given. Cancellations must be made in writing or e-mail to the Lettings Office at least 48 hours before the letting is due to take place. Where the appropriate period of notice has been given, the fee relating to the cancelled booking may be refunded by the Trust or saved as credit to be taken off the next invoice.

In the event of the Hirer failing to cancel in the appropriate manner, the Management reserves the right to withhold the Hirer's payment and make a further claim against the Hirer to recover any incurred losses or costs. The fee will only be refunded in line with the terms and conditions set out above, except in rare circumstances and at the discretion of the Trust Management.

Cancellations by the Management

The Management reserve the right to cancel any bookings without prior notice if required. Where possible, we will try to give as much notice as we can. Should this occur the fees related to the booking will be refunded in full or a credit note issued. If however, the booking is terminated as there was a breach of these terms and conditions, no monies shall be returned. The Management accepts no responsibility whatsoever for any costs incurred by the cancellation and will not accept any claims for compensation in these circumstances (this does not affect your statutory rights).

HIRE CHARGE 8

The Management reserve the right to negotiate their own letting charges and adjust prices as and when it is deemed necessary. Letting charges will be reviewed annually and hirers will be notified of changes. Prices quoted are exclusive of VAT and may be subject to VAT at the current rate. For an up to date price list, please contact the Lettings Office.

Additional Charges

If any area hired is found not to be clean and tidy at the end of hire, the Management reserve the right to make a further claim against the Hirer to cover the cost of cleaning.

COPYRIGHT

The Hirer shall not infringe any copyright, or performing rights and undertake to indemnify the Management against the costs for infringement. The Lettings Office will require from the Hirer a copy of any licences to use sound recordings for any let where music is played of radios, tapes, CD's and records. A licence may also be required for the performance of dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal).

CHARGE 8 FOR SPORTING USE

The Hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for students. If a Hirer should require facilities of a higher standard, the Hirer will be responsible for the additional costs incurred by the Management in meeting the special demands.

DAMAGE TO PROPERTY

The Hirer undertakes to make good any damage to the property caused by neglect or default of the Hirer, organisation and their servants or agents.

LIABILITY OF HIRER

The Management shall not be liable for any injury (including injury resulting in death), damage, or loss of property, which shall or may occur to the Hirer, his assistants, servants or agents, or others entering on the premises which may arise from, or in the consequence of, the exercise or purported exercise of the hiring, with the exception of:

- a) injury or damage as may occur by reason of the negligence of the Management, its servants or agents acting within the scope of their authority;
- b) Any losses which the Consumer Act 1987 prevents us from excluding liability for; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

The Hirer will therefore need to ensure adequate insurance is purchased to indemnify the negligent actions of the group, its servants, assistants and agents, resulting in a claim for injury (including injury resulting in death) and property damage to members of the group, the Management, or others entering the premises.

Under the terms of our agreement of hire, an insurance policy has been effected on the Hirer's behalf providing an indemnity to any person or organisation that the Management has hired to, where that person or organisation does not have public liability insurance. The Hirer may be responsible for the policy excess where applicable. Large groups and organisations should have their own Public Liability Insurance and copies of certificates will be required on booking.

BREACH OF CONTRACT

Any breach of the terms and conditions or rules and regulations set by the Management will lead to a first verbal warning, followed by a final written warning, and then instant termination of contract. For serious breaches of contract, The Wensum Trust retains the right to instantly terminate the Hirers contract at any time.

RESPONSIBILITIES

Academy Responsibilities

For the duration of the letting period the academy will be responsible for ensuring the following:

- 1) Adequate means of escape and adequate equipment in the case of an emergency.
- 2) Adequate heating, lighting and ventilation (external lighting where required).
- 3) Safe equipment and premises (equipment provided by the academy is subject to correct usage).
- 4) Individual arrangements should detail which equipment can be used and which not.
- 5) The academy to deal with defects to academy plant/equipment and to ensure premises are secured. Sufficient information given to Hirers on the operation of equipment and emergency facilities, including for swimming pool hire, copies of Pool Safety Operating Procedures (PSOP).
- 6) The Management will be responsible to carry out periodic monitoring of hire activities to ensure compliance with hire terms and conditions.

In addition to the above provisions, the academy must ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions, this will require evidence of valid life-saving qualifications being produced.

Hirer Responsibilities – Health & Safety

For the duration of the letting period the Hirer will be responsible for ensuring the following:

- 1) The hirer will ensure that all the relevant recruitment and vetting checks including full DBS disclosures have been undertaken on all staff and volunteers that work or have regular contact with children and young people. Subject to compliance with the General Data Protection Regulations, evidence of compliance with this condition must be provided to the Management upon request and included within a Child Protection Policy.
- 2) Adequate supervision is available.
- 3) Normal and emergency procedures are followed (see: "Hirer Information Sheet").
- 4) The facilities are solely used by the Hirer who shall not sub-let or assign them to anyone else.
- 5) Flammable/hazardous substances are not to be used.
- 6) To park in designated areas, leaving access for emergency vehicles.
- 7) Familiarity with emergency equipment (fire extinguishers, alarms, telephone, first-aid facilities).
- 8) An emergency evacuation procedure is established detailing who will be responsible for taking control, calling emergency services and where to assemble, considering any disabled participants.
- 9) Facilities and equipment are used in a responsible manner which does not compromise the safety of the users/premises/equipment, ensuring that:
 - a) Emergency exits, fire extinguishers and alarm points are not obstructed.
 - b) Adequate walkways are available to allow free and easy access and egress.
 - c) No gas cylinders or canisters are used inside the premises.
 - d) Combustible materials are not placed adjacent to heat sources.
 - e) Equipment is used for the purpose for which it was designed.

Hirer Responsibilities – General Rules

No academy equipment, other than that specified at the time of letting is used. Academy furniture shall not be moved by the hirer except by arrangement with the academy or person holding custodianship for the time being (e.g. Caretaker) and is to be replaced at the end of the period of hire.

- 1) Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.
- 2) Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings.
- 3) Footwear likely to damage the surfaces are not to be worn.
- 4) Litter and property belonging to the hirer, its servants, assistants and agents, is to be removed by the hirer at the end of the period of hire. This includes ensuring changing room facilities / toilets are left clean and free of any rubbish and no nappies to be disposed of on site. Any costs incurred in removing these items, or additional cleaning, will be paid by the hirer.
- 5) Alterations to lighting or heating systems are forbidden.
- 6) Alcohol shall not be consumed on the academy premises except with the permission of the Management and will be subject to the conditions made at the time of the booking, and to the obtaining of such licences as may be necessary.
- 7) If the premises are booked for a number of consecutive evenings, provided permission is sought and obtained in writing, equipment may be stored in the premises at the Hirer's own risk.
- 8) The Management may direct that facilities or items of equipment shall be operated only by members of their staff and it is the Hirer's responsibility to enforce this and meet any additional costs e.g., staff overtime.
- 9) With the exception of guide dogs, no other animal shall be allowed into the premises unless the express prior permission of the Management is given in writing.
- 10) The Management may expel or arrange for the expulsion from the premises, anyone who behaves in a disorderly, indecent or drunken manner.

GENERAL

If any provision of these terms and conditions are found by a court or other body of competent jurisdiction to be wholly or partly invalid or unenforceable, such provision shall be severable from the remainder of the contract and the remaining provisions shall continue in full force and effect. The parties do not intend that any of these terms and conditions be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

The Hirer shall not occupy the premises for a longer period than set out in the approved application and shall make allowance in that period for all activities including preparation, setting up, dismantling and removal of all equipment.