


## LETTINGS POLICY

 <p><b>TRINITY</b> CHURCH OF ENGLAND HIGH SCHOOL</p>	<b>Reviewed by:</b>	Head and Leadership Team
	<b>Approved by:</b>	Head
	<b>Date approved:</b>	7 <sup>th</sup> July, 2023
	<b>Date adopted:</b>	1 <sup>st</sup> September, 2023
	<b>Next review due by:</b>	End of 2024/25 academic year

### AIM/PURPOSE

The aim of the policy is to explain the terms and conditions of the letting arrangements and to reinforce the principle that Trinity is an integral part of the community.

### GENERAL PRINCIPLES

Serving the immediate area of Hulme and Moss Side, having strong links with the wider Manchester community and a family of well over 100 primary schools, the school believes in providing a base for activities through the Sports Centre and the main school facilities.

All letting applications will be carefully scrutinised. We are mindful that the main school building and Sixth Form Centre are virtually new, expensive constructions, costing, in total, £24million. Lettings must not cause detriment to the premises and, at the very minimum, school costs including security and staff overtime must be covered. We must also guarantee that the school is fit to educate students the day following the letting.

### LETTINGS AT TRINITY CHURCH OF ENGLAND HIGH SCHOOL

- Use of the premises for school functions will take priority over lettings.
- The Governing Body, through its Finance Committee, will set charges for lettings guided by the following principles:
  - a) Lettings to bona fide church or community groups will be charged at cost to cover caretaking, energy, wear and tear and administration.
  - b) Lettings to other hirers will be charged at cost plus a small profit.
  - c) A deposit of 50% is required on signing the agreement and the balance within 5 days of the letting date.
- Applications to use the school should be made to the Site Manager at least 21 days in advance.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- Decisions whether to permit lettings will be made by the Head on behalf of the Governing Body.
- Organisations hiring the school premises will be provided with a copy of the Terms and Conditions and letting agreement.
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations.
- All hirers must carry sufficient third party liability insurance to satisfy our own insurance.
- Cancellations by the Hirer with less than 5 days' notice will not be refunded.
- Cancellations by the School with a minimum of 5 days' notice will be fully refunded.

## TERMS AND CONDITIONS OF HIRE

The following terms and conditions must be adhered to in the hiring of the school premises. Failure to do so will result in cancellation of the agreement.

'Hirer' means the person or entity identified in the relevant hire request.

The hirer shall pay the full amount as stipulated by the school.

The hirer shall occupy the part(s) of the premises agreed upon.

The hirer shall not use the premises for any purpose other than that agreed upon as set out in the hire request form

The school shall retain control, possession and management of the premises.

The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer

The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises

The hirer shall indemnify and keep indemnified the school from and against

Any damage to the premises or school equipment

Any claim by any third party against the school; and

All losses, claims, demands, fines, expenses, cost (including legal cost) and liabilities, arising from directly or indirectly out of any breach by the hirer or any act of omission of the hirer or any person allowed by the hirer to enter the premises.

Any cancellation by the hirer received with less than 5 days notice will not be refunded

Any cancellation by the school made with at least 5 days notice will be refunded

## MONITORING AND EVALUATION

The Lettings Policy will be reviewed by the Business Manager and the Head. Changes will be approved by the Head.

## Appendix 1: TRINITY LETTING – APPLICATION FORM

Name of Applicant:	
Address (individual or organisation):	
Charity/Company Number	
Telephone Number:	E-mail:
Name of organisation:	
Activity of organisation:	
Premises requested	
Dates required:	
Start time: <i>(time you need access to the building)</i>	
Finish time: <i>(please allow time for your preparation)</i>	
Use of school equipment (i.e. I.T equipment / sports equipment etc): N/A	
Details of any electrical equipment to be brought:	
Car parking arrangements requested:	
Maximum number of participants:	
Age range of participants:	
Number of supervising adults:	

Do the adults have DBS checks in place? Provide a record of certificate numbers and issue dates	
Have you carried out risk assessments for all the activities you will be carrying out? Please provide copies	
Do you have a safeguarding policy and provide training to supervising adults? Please provide copies	
Identified Designated safeguarding Lead	
Person responsible for First Aid	
Public Liability Insurance Please provide a copy	

Hire charges	
Deposit	
Payment terms	

**I (the hirer) confirm that I have read and understood the terms and conditions set out below and that adequate insurance cover is in place for the activity to be carried out. I confirm that arrangements are in place with reference to First Aid and I will comply with the regulations regarding the use of our own electrical equipment.**

**I can confirm that I am over 18 years old of age, and that the information provided on this form is correct.**

**Signed** ..... **Date** .....

(Hirer)

**Signed** ..... **Date** .....

(School)

TRINITY CHURCH OF ENGLAND HIGH SCHOOL

Terms and conditions  
for the hire of the school premises

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Priority of Use and Access**

The Governing Body reserves the right of access to the premises during any letting. The Head may monitor activities from time to time.

The Head will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

The responsibility of making sure that the accommodation is suitable for the needs of all users is the responsibility of the Hirer and not the school. Access to the school’s toilets facilities is included as part of the hire arrangements.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall not sub-let the premises to another person.

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the ‘Letting Request Form’.

### **Status of Hirer & Safeguarding of Children and Young People**

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

The Hirer must give their details with the agreement in their name, with their address (for individual lettings) or (for organisation/company/charity lettings) names, senior personal, contact details and business address.

Appropriate personnel checks must be made by prior arrangement and the Head informed.

### **Charges and Cancellations**

The hire charges set out in the application must be paid in advance and are reviewed annually by the school.

The school may cancel any lettings agreement by giving at least one months’ notice in writing to the hirer.

The hirer may cancel the letting, without charge by giving at least one months’ notice in writing to the school.

The school reserves the right to cancel any lettings agreement with immediate effect if it deems the terms and conditions of the agreement have been broken and/or if a suitable reference is not obtained.

## **Behaviour**

The Hirer shall be responsible for ensuring good order for the full duration of the letting and until the premises are vacated. No illegal, immoral or indecent behaviour activity is permitted. No betting, gambling or gaming is permitted on the School premises.

## **Covid-19**

The Hirer must ensure that all government guidelines in relation to covid-19 are always adhered to whilst on the premises.

The Hirer may cancel a letting at short notice, without charge if covid-19 guidelines severely restrict their normal activities. Likewise, the school can cancel a letting at short notice if it is deemed that hiring its facilities could impact on the running of the school due to covid-19 guidelines.

## **Damages, Loss or Injury**

It is the Hirer'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. The Hirer "should adequately supervise the event, 'the letting', and be responsible for any consequences arising from the event", and liability insurance is therefore compulsory. Trinity does not accept responsibility for any accidents that occur. The Hirer must pay for all damage caused to any School property as a result of the hiring.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with. 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.

## **Electrical Equipment**

Any electrical equipment brought by the hirer onto the school site must comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer.

## **Fire**

The school's fire evacuation policy for lettings is provided separately.

In the event of an emergency, occupants must leave the school by the nearest exit and assemble in the central playground. The Hirer must have immediate access to participants' emergency contact details and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **First Aid Facilities**

It is the Hirer's responsibility to make their own arrangements for first aid such as the provision of first aid training for supervising personnel and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's first aid resources are not available.

## **Food, Smoking, Drink and Drugs**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No alcohol or unlawful drugs shall be brought on to or consumed / used on the premises. No smoking is permitted anywhere on the school premises, including the external grounds.

## **Music**

If the Hirer wishes to provide public music, dancing or other public entertainment, the Hirer must first obtain any necessary licence and show it to the school on demand.

## **School Equipment**

This can only be used if requested on the initial application form, and approved by the Head. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment used, and for the equipment's safe and appropriate use. Use of light or fixed catering/cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment.

## **Security**

The school will cover the security of the premises before, during, up to the conclusion of the hire and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. Only named key holders may operate the security system. Keys should not be passed to any other person.

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated on time at the end of the letting and failure to do so may result in extra charges. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition with all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost will be charged. The Hirer is responsible for supervising any children taking part in the activity until they are collected by a responsible adult.

### **Leaving of Premises / Trips / Transportation of Young People**

The Hirer is also responsible for transportation arrangements, transport safety checks, checks of volunteers, appropriate adult:child ratios and supervision arrangements. The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises.

### **Promotional Literature / Newsletter**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head a week prior to distribution