



Oxford Diocesan Bucks Schools Trust (ODBST)

*“Empowering our unique schools to excel”*



## Lettings Policy

<b>ODBST Level 2 Statutory Policy:</b>	<b>ALL</b> Schools require this policy with <b>no changes</b> allowed to core text. No changes are necessary to personalise this with school name and branding, as this is a Trust level policy for use, without change, by all schools, <b>except</b> where a school contact is required as identified in the content of the policy. LGBs will <b>note</b> adoption in LGB meetings. Review will take place at Trust level, and schools will be notified of updates and review dates as necessary.
<b>Other related ODBST policies and procedures:</b>	ODBST Finance Manual
<b>Committee responsible:</b>	FRAPP
<b>Approved by:</b>	FRAPP
<b>Date Approved:</b>	24 <sup>th</sup> September 2024 (amended)
<b>Date for Next Review:</b>	Autumn 2026

In reviewing this policy the Trust Board has had regards to the Equality Act 2010 and carried out an equality impact assessment. It is satisfied that no group with a protected characteristic will be unfairly disadvantaged

## Contents

<a href="#">1. AIMS AND SCOPE</a> .....	42
<a href="#">2. AREAS AVAILABLE FOR HIRE</a> .....	42
<a href="#">3. CHARGING RATES AND PRINCIPLES</a> .....	43
<a href="#">4. APPLICATION PROCESS</a> .....	44
<a href="#">5. TERMS AND CONDITIONS OF HIRE</a> .....	44
<a href="#">6. SAFEGUARDING</a> .....	46
7. Health & Safety and first aid.....	6
<a href="#">9. MONITORING ARRANGEMENTS</a> .....	47
<a href="#">Appendix 1: Hire request form</a> .....	48

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### 1. Aims and scope

The Oxford Diocesan Bucks Schools Trust (ODBST) is committed to making the best use of the facilities occupied by its constituent academies. When not required by the academies, the premises may be let to external organisations; a school PTA is an external organisation and is subject to all expectations of hirers including those around H&S and Safeguarding and Child Protection. The needs of the pupils are paramount and will always take precedence over external lettings. The aims of this policy are to:

- Make sure the school’s premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school’s delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school’s primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school’s risk assessment(s)

### 2. Areas available for hire

#### 2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Library
- Classrooms

- Playing fields

Add any other areas applicable to the school premises.

## 2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports hall	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit here (e.g. per hour/per 30 minutes/per evening)
Library	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit here (e.g. per hour/per 30 minutes/per evening)
Classrooms	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit here (e.g. per hour/per 30 minutes/per evening)
Playing fields	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit here (e.g. per hour/per 30 minutes/per evening)
Add any other areas in this and subsequent rows as necessary	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit here (e.g. per hour/per 30 minutes/per evening)

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. The Trust expects the schools to charge Hirers for the use of the school premises at a commercially reasonable rate. The charge will vary depending on the facilities used and the category of the letting. Individual School Business Managers will maintain a list of the hire charges for their school. The school may decide to impose an additional cleaning fee on top of the hiring rates if they deem it necessary.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 30 days' notice. A full refund will be issued if we do cancel a hire. The school 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.

The hirer of the premises can cancel any hire with a minimum of 30 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the [write job role/responsible person] and will be fed into the school's financial reporting, to ensure best value is being achieved.

## **4. Application process**

The process for making a lettings booking is as follows:

1. All booking requests are made through the school office and passed to the designated 'Lettings Co-Ordinator' in the school, who checks availability, confirms the charges and issues the appropriate forms.
2. Booking Forms and Terms and Conditions of Hire Forms must be fully completed by the Hirer in advance.
3. On receipt of the completed forms, the Lettings Co-ordinator checks the details. Successful bookings are then confirmed in writing to the Hirer.
4. The Lettings Diary is updated, and the forms are filed.
5. The Hirer will be invoiced in accordance with the Trust's financial procedures. Schools may wish to seek a deposit or full payment in advance of the letting.
6. If the Hirer is dissatisfied with any aspect of the letting, the Trust's Complaints Procedures will be followed.

## **5. Terms and conditions of hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund. "Hirer" means the person or entity identified in the relevant hire request form.

1. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
2. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
3. The hirer shall not sub-licence any of the premises under the licence.
4. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
5. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
6. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

7. 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.
8. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than **10 days** before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
  - a. Any damage to the premises or school equipment;
  - b. Any claim by any third party against the school; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the school will be refunded.
13. Any cancellations by the hirer received with less than 30 days' notice will not be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## **6. Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the lettings co Ordinator, headteacher or designated safeguarding leads as noted in the school areas as soon as reasonably practicable. The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

## **7. Health and Safety**

The Hirer must comply with the Health and Safety law.

The Hirer, or a responsible person nominated by him in writing, shall be in charge of and be on the hired part of the premises during the whole time the premises are open to the public. There shall be sufficient staff or competent attendants on duty on the premises during that time. The person in charge shall not be engaged in any duties which will prevent them from exercising general supervision of the premises.

Capacity maximums should not be exceeded as agreed with the Headteacher as part of Health and Safety guidance for the school.

All doors, gangways, corridors, staircases and external passageways intended for exit shall be kept free from obstruction and shall not be used as cloakrooms.

Mats or other floor coverings shall be secured to prevent rucking.

Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

Temporary electrical installations, which are necessary for any particular function, must comply with the following conditions and only be installed by a qualified electrician:

The Institution of Engineering and Technology 18th Editions BS 7671 for the electrical equipment in buildings and The Electricity Supply Regulations 1988.

Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Headteacher and Chief Operating Officer at the time of booking and at least 21 days prior to the proposed date of the required installation.

The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and firefighting equipment which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use.

Thorough checks should be made by the Hirer at the end of the hiring to ensure that all doors and windows are properly secured. Please note the schools operate a no smoking policy which includes all grounds.

If there is any doubt about the application of any of the above conditions, the advice of the Headteacher should be sought.

## **8. First Aid**

Hirers should not rely on school staff as qualified first aiders and are responsible for their own first aid.

## **9. Monitoring arrangements**

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact [name and details of staff member responsible for premises hire].

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [\[insert email address here\]](#) or to the school office at [\[insert address\]](#). We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

**Appendix 2:**

Licensing information:

## Legislation for Licensing Premises

### Licensing Act 2003

Licensable activities include:

- The sale or supply of alcohol;
- The supply of alcohol in club premises;
- The provision of regulated entertainment:
  - Plays
  - Showing films
  - Indoor sporting events
  - Boxing or wrestling entertainment
  - Live music
  - Recorded music
  - Performances of dance;

and

- The provision of late-night refreshment (the sale of hot food or drink between the hours of 11pm and 5am any day of the week).

If you undertake/provide any licensable activity you may need one or more of the following authorisations under the *Licensing Act 2003*:

- A **premises licence**: This is required for any premises where licensable activities take place;
- A **club premises certificate**: These certificates authorise qualifying clubs to use club premises for qualifying club activities;
- A **temporary event notice (TEN)**: This may be used on a limited basis for temporary events involving licensable activities at premises that do not have a premises licence or to premises that wish to amend their permitted hours for licensable activities on a 'one off' basis; and
- A **personal licence**: This is required where an individual wants to supply, or allow the supply of alcohol at premises that already holds a premises licence.

### Police Reform and Social Responsibility Act 2011 (PRSRA)

This act introduced a number of changes to the requirements of the *Licensing Act 2003*:

- A statement of the school's licensing policy must be published every 5 years;
- Individuals called '**premises users**' may carry out licensable activities on a temporary basis for a maximum of 168 hours in every 21 days;
- It is now allowed to supply and sell liqueur confectionery to a child of any age;

- **'Interested parties'** (i.e. residents, businesses, organisations who live or operate in the vicinity of licensed premises) may object to new licence applications or applications for variations. In effect it enables just about anyone to make objections; and
- A **licence authority** will no longer have to show that a condition placed on a licence is 'necessary' to promote the licensing objectives, only that it is 'appropriate'. An application can be refused or conditions imposed if it is 'appropriate' to do so.

How do I obtain a premises licence?

To obtain a premises licence, you will need to submit an application to your local licensing authority. The application must be accompanied by a plan of the premises. This plan must meet the requirements as in the Licensing Act 2003 (Premises licences and club premises certificates) Regulations 2005, SI 2005/42. Details of the requirements for the plan can be found [here](#).

If you are applying to sell alcohol, you will also need to provide details of the intended Designated Premises Supervisor (DPS) with your application. The DPS must hold a valid personal licence and they must consent to be appointed as the DPS (this signed consent must accompany the application).. There may be any number of personal licence holders at the premises, but only one DPS is required.

### **Temporary Event Notices (TENs)**

Environmental Health Practitioners (EHPs) from local councils are now able to lodge objections to licence applications as well as the police. TENs can now run for 7 days instead of 72 hours and the total number of days for specific premises has been increased from 15 to 21.

### **Early Morning Restriction Orders (EMROs)**

An EMRO may be granted if appropriate for the promotion of the licensing objectives.

### **Fees**

Each licensing authority will have the power to set fees subject to a cap. The fee income must equal the licensing authority's costs of operation.

### **Live Music Act 2012**

The *Live Music Act 2012* removes the requirement for a licence for unamplified music between 08.00 and 23.00 to audiences of any size.

It removes the requirement for a licence for amplified music between 08.00 and 23.00 to audiences of no more than 200.