



Walkwood

Church of England  Middle School

Lettings Policy

Governing Body Committee responsible:	Staff, Premises and Commerce		
Approval granted:	25 May 2022	Review date:	May 2025

“Render therefore to Caesar the things that are Caesar’s, and to God the things that are God’s.”
Matthew 22:21

“The core purpose of any Church school is to maximise the learning potential of every pupil within the love of God.” *SIAMS (Statutory Inspection of Anglican and Methodist Schools) 2012*



Introduction

Walkwood Academy Trust is a company limited by guarantee and is an exempt charity. The charitable company's memorandum and articles of association are the primary governing documents of the Academy Trust.

It is the policy of the Academy Governors that the school buildings and facilities may be hired outside school hours by outside bodies and by school employees subject to the following provisions :-

1. That Academy business and functions will take priority over lettings made to outside bodies. In the event of the school requiring accommodation already booked, reasonable notice shall be given to lettees.
2. That activities being undertaken are appropriate for the venue, unlikely to cause offence, will not create a disturbance to neighbours or bring the good name of the school into disrepute. Lettings from Monday to Thursday are to finish no later than 2100 hours unless by prior arrangement with the Academy.
3. That public performances which take place have the correct licencing arrangements made by the hirer and do not contravene any public entertainment licence in force at the time.

Lettings Charges

The standard charges made will be the subject to review by the Staffing, Finance and Resources Committee during the summer term every three years, with any increase commencing on the following 1 September.

The level of charges made for lettings shall be at the discretion of the governing body or such employee of the school as may have this responsibility delegated to him/her. It will usually be the task of the Business Manager to manage all school lettings.

The commercial rate of charging is set by Governors and is noted at appendix A. The governing body of the Academy recognise that there may be worthy causes that may benefit from a reduced letting fee.

Charges for lettings will be made in accordance with the instructions and guidelines laid down in this document. Hirers of the academy premises will be expected to give adequate notice of cancellation of a letting. Failure to do so without good reason will result in the full charge being made for the lost revenue. Ongoing hirers are required to give one month's notice of cancellation of a regular letting.

Conditions of Hire

Throughout this document, the term 'Academy' means Walkwood Academy Trust.

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. A form can be found at Appendix B for this purpose. The person who signs the application form will be considered by the Academy for all purposes to be the hirer. Where a promoting organisation is named in the application for hire, that organisation will be similarly considered to be the hirer and will be jointly and severally liable with the person who signs the



application. The Academy reserves the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the Academy's scale of charges or as otherwise determined by or on behalf of the Academy. The Academy may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to the Academy not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 2200 hours and in all cases use of the accommodation must be terminated no later than 12 midnight.

4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may, in the opinion of the Academy or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these conditions including those relating to the observance of fire precautions. Such attendants and stewards will comply with the reasonable requirements of the Academy in the performance of their duties.

5. If the hirer fails to observe and perform any one or more of the stipulations noted in this document, the Academy may:

a) charge to and recover from the hirer any expenses incurred by the Academy in engaging the police or other officials to secure such observance and performances:

b) cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the Academy whatsoever other than for the return of any fee paid.

c) charge to the hirer the cost of clearing the premises of litter or other unrequired items.

6. Specific written permission from the Academy must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a suitable licence and in accordance with the provision of that licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such licence.

7. The hirer shall, if required by the Academy, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.

8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the Academy before the commencement of the hiring. The hirer shall indemnify the Academy against any infringement of copyright which may occur during the hiring.

9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with the Academy which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.



10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any parts or fittings, equipment or other property and shall make good and pay for any damage (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.

11. The Academy will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer of the Academy and the hirer must indemnify and hold the Academy and officers harmless in this respect.

12. The Academy shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

13. The hirer shall be liable for and shall indemnify the Academy in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

14. The Academy may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnity given.

15. The hirer shall not him/herself let, hire or licence the hired premises to any other person or organisation. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the Academy, any officer of the Academy on duty, any police officer on duty and any other person (whether employed by the Academy or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

17. The hirer, the hirer's agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the Academy or their authorised officer.

18. The hirer shall during the hiring be responsible for: a) The efficient supervision of the hired premises including the effective control and safeguarding of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency; b) The safety of the hired premises and the preservation of good order and decency;

c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

19. Except with the consent in writing of the Academy the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.
20. The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state. Hirers are reminded that the Governors and the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the Governors charging to the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1.
21. No inflammable materials shall be allowed within six feet of any light in the building.
22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed.
23. The Academy or any person so authorised by the Academy can stop any entertainment or meeting not properly conducted.
24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the Academy.
25. Any lighting and audio/visual equipment supplied by the Academy shall at all times be operated by persons employed by the Academy for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.
26. No additional lights or extensions form the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the Academy, and any such lights, extensions or equipment shall be disconnected or switched off if any authorised officer of the Academy so requires.
27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage or in the ancillary adjoining the stage.
28. Except with the previous consent in writing of the Academy, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.
29. The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or additional fees will be charged for each or part day until the same is removed. The Academy accept no responsibility for any property left on the premises after the hiring.
30. Smoking is prohibited anywhere on the premises.
31. All scenery and costumes used for performances and the like must be fire proof.
32. The express written permission of the Academy must be obtained for the use of streamers, balloons or confetti.
33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.



34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the Academy's authorised officer.

35. If the hirer wishes to cancel a single booking at least 3 clear days' written notice shall be given or for cancellation of an arrangement to hire premises regularly, 1 month's written notice is required otherwise the Academy shall be entitled to retain the fees paid. If, as a result of such cancellation, the Academy incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the Academy as liquidated damages the amount of such loss. For block bookings, a refund will only be given where the facilities are not available due to unforeseen circumstances.

36. Any complaint arising out of the hiring must be made in writing to the Academy.

37. Any notice, demand or request by the Academy to or upon the hirer may be sent by email or ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of email or post.

38. The hirer is requested to contact the Academy to obtain details of the prevailing fire precautions and security arrangements.

39. The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety and welfare matter. The hirer must make his arrangements in such a way as to ensure at all times:- (i) Compliance by him of his responsibility under the Health and Safety at Work Act; and, (ii) Compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by the Academy for security of the hired premises or any part thereof or to secure compliance with any duty or requirement in relation to health and safety at work.

40. The hirer shall be responsible for (and shall indemnify the Academy against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption.

41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the car parking area surrounding the premises as the Academy may determine for such time as necessary at their own risk.

42. Rooms / areas that are hired are the places that are used. Amendment is only via a written variation to the School Business Leader or Principal, except in cases where the school identifies unavailability and will offer an alternative.

43. Rooms / spaces are left in the same condition that they are presented. If toilets have been used, these are checked before departure.

44. Any damage is reported on the day to the Site Manager or School Business Leader. A separate invoice will be raised for the cost of the repair. If any damage is noted by the school but has not been reported by the hirer, an invoice will be raised for the repair and an additional 10% will be added as an administrative charge.

Please Note...

Where application for hire is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be made not later than the end of the preceding July. Applicants are asked to notify the school



immediately in the event of there being a change in the name and address of the person with whom the school should communicate regarding the letting arrangement.

Risk Protection Arrangement (RPA)

Walkwood Academy Trust is a member of the government's risk protection arrangement (RPA) which it holds instead of having commercial insurance.

All rentals / hiring / letting activity must adhere to the 'objects' as set out in the Academy's memorandum and articles of association. Subject to the RPA membership rules the RPA will indemnify repair/replacement costs of damage to property owned by or the responsibility of the Member arising out of the activity. The RPA will also provide an indemnity in relation to legal liabilities incurred by the Member for death or injury to third parties (including pupils), loss or damage to third party property and death or injury to employees.

Evidence of a hirer's third party public liability Insurance

The RPA includes an extension for Hirers Liability which will provide an indemnity to any person or organisation to whom the Walkwood has hired rooms where that person or organisation does not have public liability insurance for example individual parents, birthday parties etc. However, it is not the intention of the RPA to provide an indemnity to large groups or organisations who are hiring the premises and who would typically purchase public liability insurance i.e. swimming/sports clubs, private instructors/teachers. Walkwood Church of England Middle School will request evidence of third party public liability insurance from such organisations and groups.

An appropriate level of public liability insurance cover will be assessed by the Academy on a case by case basis. The Academy will consider the potential for the hirer to cause death or injury to third parties (including Academy staff and pupils) and damage to third party property (including Academy property). The Academy will also review the frequency and severity of any loss that could be caused by the third party hirer and the minimum limit set accordingly. The RPA excludes theft cover by any person lawfully on the premises, this would include hirers and therefore this risk will be managed accordingly.

Managing the Risk

The Academy will risk assess the hiring activity, taking all reasonable and practicable precautions to manage the risks associated with the activity. The Academy will as a minimum:

- Ensure that the hirer is competent to use any equipment provided by the Academy, and that all equipment is in a safe condition;
- Advise the hirer of any known hazards in advance, and request that the hirer notify the Member of any hazards during the letting;
- Provide the hirer with details of emergency procedures (for example the fire evacuation procedure);
- Ensure a telephone is available for emergency calls;
- Ensure that our safeguarding policy adequately deals with the risk of third parties use of the premises;
- Restrict access where appropriate (especially in relation to IT equipment, safes and areas containing personal data), noting that theft cover under the RPA is excluded for any persons authorised to be on the premises;



- After the letting, check that the premises have been left in a safe and secure condition.

The Risk Assessment will be subject to review at least annually, particularly following a serious incident (as this may indicate that existing controls are not adequate) and if circumstances change.



Appendix A

Lettings Charges

At the meeting of the SPC Committee held on 24 May 2022, it was agreed that the charges for lettings be increased as listed below.

The Academy Trust Handbook says:

Income generation

The academy trust should set fees for its chargeable services at full cost, but can apply an additional rate of return when in a commercial environment.

A. Basic charge

B. Accommodation RATE/ONE HOUR OR PART THEREOF

Classroom £13.00

Dining Room £16.00

Hall £25.00

C. Other Facilities

Tennis Court (per Hour) £12.00

Netball Court (per Hour) £12.00

Cricket, Football, Hockey, Rugby pitch (per Hour) £12.00

Athletics Field (per Hour) £16.00

Onsite Car Parking facilities (per Hour) £10.00

Outdoor gym (per Hour) £15.00



Appendix B

Application Form - Hire of Walkwood Church of England Facilities

At Walkwood Church of England Middle School, Feckenham Road, Headless Cross, Redditch, Worcestershire, B97 5AQ

Please complete Sections A, B, C & D. Section E is for school use only.

Section A

Name of Organisation	
Nature of Organisation	
Applicant Name	
Position in Organisation	
Address including Postcode	
Tel No (Day)	
Tel No (Evening)	
Mobile Number	
Email	

Section B

Purpose of Use	
Day(s) and Date(s) Required	
Times Required (from and to)	
Estimated Numbers Attending	

Section C

List all Facilities Required (rooms, pitches etc.)	
Number of chairs (if required)	
Piano	Yes / No
Heating	Yes / No



Section D

Declaration

***I confirm that the hirer / hiring organisation has public liability insurance cover as follows:**

Name of Insurer:

Policy Number:

Expiry Date:

Limit of Indemnity: £

*I wish Walkwood Academy Trust to arrange public liability cover and I will pay the premium of 10% of the hiring fee

***Delete whichever is not applicable**

I undertake to pay the appropriate hiring charges (including any charges arising from use additional to that specified above), to observe and be bound by the conditions of hiring detailed in the lettings policy, together with any additional conditions set by the Academy, and to indemnify the Academy against any claims for loss or damage or personal injury or any associated costs arising from this agreement.

I also confirm that where appropriate, this organisation has documented adequate child safeguarding policies in place.

Applicant's Signature..... Date.....

Section E

School Use Only - Approval of Letting

In the case of the hirer not taking out public liability insurance cover through the Academy, I confirm that I have seen the hirer's own public liability insurance cover certificate.

I also confirm that I have seen relevant child safeguarding documentation, where applicable, from this hirer.

Business Manager's Signature..... Date.....

Agreement by Principal

Principal's Signature..... Date.....