



Maritime
Academy
Trust

Lettings Policy

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Date of Review:	14th September 2022

1. AIMS

Maritime Academy Trust aims to:

- (a) Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- (b) Allow the hiring of the premises without using the school's delegated budget to subsidise this
- (c) Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- (d) Not let any hiring out of the premises interfere with the trust's, and the school's, primary purpose of providing education to its pupils

2. AREAS AVAILABLE FOR HIRE

- 2.1 Each school will set out the areas available for hire and the corresponding charge on their website.

3. CHARGING RATES AND PRINCIPLES

3.1 Rates

The rates for hiring out different areas are listed on each school website. The school may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school or trust.

All regular bookings (e.g. weekly session) will be invoiced at the start of each month for that month's hirer costs. Payment must be made in full within 28 days. A deposit may also be required.

For one off bookings, the full fee will be requested at the time of the booking.

3.2 Cancellations

The school reserves the right to cancel any agreed hiring, providing as much notice as possible to the hirer. A full refund will be issued if the school cancels a hire. Neither the school nor the trust shall 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 two weeks 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 School Head Teacher or their delegate and this will be fed into the school's financial reporting to the trust, to ensure best value is being achieved.

3.4 Termination of contract

The Head Teacher or their delegate has the immediate power to terminate any letting agreement relating to hire of premises, in accordance with the terms and conditions set out at Annex B.

4. APPLICATION PROCESS

- 4.1 Those wishing to hire the premises should contact the relevant school to arrange a visit to review the facilities available to hire. If the hirer wishes to proceed, then the school will share the relevant request to hire form (Google Form), together with the terms and conditions of hire, set out at Annex A.
- 4.2 The hirer should fill out the hire request form and submit it to the school office. Approval of the request will be determined by the Head Teacher or their delegate, which may be a member of the office or estates team. A booking is not confirmed until a hirer receives an email from the school confirming the booking has been accepted and paid and no public announcement of your event should be made until confirmation is received in writing.
- 4.3 If the request is approved, the process will be:
 - (a) The school will contact the hirer to confirm the booking in principle (assuming agreed) and request proof of their public liability insurance and DBS clearance where appropriate.
 - (b) Once the paperwork is checked off, the school will contact the hirer to confirm the booking and the Maritime Finance team who will invoice the hirer for the appropriate amount.
 - (c) The finance team will email the school once payment has been received.
 - (d) The school will then send on details of the emergency evacuation procedures and other relevant health and safety documents.
 - (e) The school will make arrangements for the date and time in question.
- 4.4 A model approval letter is included in Appendix B
- 4.5 The school reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

5. SAFEGUARDING

- 5.1 Maritime Academy Trust is dedicated to ensuring the safeguarding of its pupils at all times.
- 5.2 It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space (paragraphs 155 & 156 KCSIE 2021)
- 5.3 If there is a chance that those hiring the premises will come into contact with children, for example if the hire occurs during school hours, or when pupils may

be present in the school (during after school clubs or extracurricular activities), the school will ask for confirmation that the hirers have had the appropriate level of DBS check.

- 5.4 In accordance with The Trusts commitment, a copy of the safeguarding policy must be given to the hirer (and user, if different) and signed for on receipt.
- 5.5 The Trust requires that for all hirings involving groups working with children, demonstrate the appropriate level of disclosure has been obtained from the Disclosure & Barring Service (DBS) for the individuals working on school premises. Furthermore, that the hirer has appropriate safeguarding procedures are available and in place.
- 5.6 Should a concern be raised during the hiring period the hiree must ensure that the information is shared with the appropriate bodies, including the school that the child attends.

6. HEALTH AND SAFETY

- 6.1 During the period of the let, it is the responsibility of the hirer to ensure the safety of all those making use of the building and the safety of members of the public who may have cause to come onto the premises. The hirer or their representative will be responsible for compliance with the Health and Safety Act in force at the time of the let.
- 6.2 For fire safety, hirers should note the following points.
 - (a) One person must be nominated to take responsibility for the health and safety of the entire group. This person must make sure that they know where the fire exits are located. They must inform the group BEFORE the commencement of the meeting exactly how to proceed if there is an emergency.
 - (b) A list or register of all those attending the event must be made. They must be aware of how to contact the emergency services, and knowledge of assembly points must be pre-arranged so that if there is an evacuation everyone knows where to meet. It is then the responsibility of the appointed health and safety officer to liaise with the emergency services to ensure that all those in that particular letting are accounted for. All emergency incidents occurring during these sessions should be reported to the school within 24 hours.

ANNEX A: 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.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the trust, and shall not be entitled to set off any amount owing to the trust against any liability, whether past or future, of the trust to the licensee.
3. 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 trust by this licence.
4. The hirer shall not sub-licence any of the premises under the licence. The hirer must book on their own behalf, not on behalf of any third party.
5. 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.
6. Any additional uses of the premises not agreed in writing by the trust will result in the immediate termination of the licence.
7. The trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises. School staff retain the right to enter the hired premises at any time. If requested, the hirer shall provide a copy of the programme for the event.
8. 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 approved by the school and, where requested by the trust, shall provide a copy of the relevant insurance certificate to the trust no less than 10 days before the hire begins. The hirer must not bring onto the premises anything which may endanger the school premises.
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 trust in relation to the premises.
10. Where the hirer is neither a small group nor an individual, then the hirer shall indemnify and keep indemnified the trust from and against the following with a policy of not less than £5 million:
 - a. any damage to the premises or trust equipment;
 - b. any claim by any third party against the trust; 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 trust 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 trust by the hirer under the licence.

12. Any cancellations by the hirer received with less than 2 weeks notice will not be refunded. Any cancellation received more than 2 weeks before the event will receive a full refund.
13. Any cancellations by the school will be refunded.
14. In the event of a force majeure, the party/ies affected will write to the other party setting out the nature and extent of the circumstances giving rise to force majeure and have no liability in respect of any delay in adhering to these Terms and Conditions.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times. No unauthorised heating appliances shall be used on school premises. All electrical equipment must be regularly PAT tested and certified as such, with the school notified if the hirer plans to bring electrical equipment to the school. The fire brigade shall be called to any outbreak of fire, however slight, and that school must be notified too.
16. 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. The hirer will not interfere with any furniture or fittings, unless by prior agreement with the school.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the trust.
18. If the hirer breaches any of the terms and conditions the trust reserves the right to terminate the licence and retain any fees already paid to the trust, without affecting any other right or remedy available to the trust under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached. The hirer shall also ensure that adequate supervision is provided at all times, in line with appropriate child/ adult ratios etc. No animals are allowed on the premises except guide dogs, unless permission is provided by the school in writing. The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for ensuring any children taking part in the event are collected by a responsible adult.
20. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property. The hirer must ensure that the noise level of their function does not disturb other activities in the building or neighbouring properties.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. The hirer must report any fault, damage or other problems to the school. The hirer must ensure that all attending understand that they do so at their own risk. The hirer must make their own arrangements for first aid provision.

22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises. The hirer shall ensure that they are in line with the DBS Code of Practice and shall provide evidence that DBS checks have been carried out on request. No alcohol shall be bought, sold or consumed on any part of the premises without written permission from the school. The entire school is a non-smoking area and smoking is not permitted.
23. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation issued by the trust shall apply to and are incorporated in the licence. The Trust has the right to amend these Terms and Conditions at any time on reasonable notice to the hirer.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. If a dispute arises, then the school and hirer should do all that is possible to resolve the issue. Where a dispute cannot be settled please refer to the Trust's Complaints Policy.
26. The trust 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.

APPENDIX B: CONFIRMATION OF LICENCE TEMPLATE EMAIL

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

Please find attached our evacuation procedures in the event of a fire/similar emergency [link here]. Please make sure you're familiar with these before the date of hire.

Please contact [named contact and details including out of hours contact in case of any issues during hire] if you have any questions about your upcoming hire.

Kind regards,

[staff member]

XX School