



**BDMAT**  
Birmingham Diocesan  
Multi-Academy Trust

# Lettings Policy

**Issued: September 2023**  
**Review due: Autumn 2026**



## **1.0 Policy Statement**

1.1. It is the Trust's policy to:

- Allow school premises and facilities to be available, where appropriate, to benefit local community and/or commercial organisations.
- Allow the letting of premises and facilities without using the school's delegated budget to subsidise this.
- Charge for the use of the premises to raise additional funds for the school.
- Ensure any letting of premises and facilities does not interfere with the school's primary purpose of providing education to its pupils.
- Ensure letting of premises and facilities is conducted in a way that is safe, following government guidelines and the school's risk assessment(s).
- Ensure lettings are in keeping with and not undermining the inclusive values of the MAT.

## **2.0 Areas available for hire**

2.1 It is the responsibility of each school within the Trust to individually determine the facilities that are available for let. These may include:

- School hall or theatre
- Sports hall or other sports facilities
- Library
- Classrooms
- Playing fields or other external spaces

## **3.0 Charging rates and principles**

3.1 it is the responsibility of each school within the Trust to consult with the central team, and in the case of CCSA to consult with the Lettings Review Committee, to determine the relevant charging rates for the facilities available for let.

3.2 The school may decide that certain organisations or activities can use the premises for a reduced rate if it supports the core aims of the school. (removed the "free" option)

3.3 Cancellations: The Trust and its schools reserve the right to cancel any agreed letting with a minimum of 5 days' notice. A full refund will be issued in the event that a letting is cancelled. 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.

- 3.4 The hirer of the premises can cancel any hire with a minimum of 5 days' notice. If less notice than this is given, the letting organisation shall not be entitled to a refund.
- 3.5 Review: The revenue raised from lettings will be reviewed by the Headteacher, supported by their School Finance Partner and will be fed into the school's financial reporting, to ensure best value is being achieved.
- 3.6 In the case of long term / high value lettings the Trust may consider the use of this income for the wider benefit of the MAT.

#### **4.0 Application process**

- 4.1 Organisations wishing to let school premises or facilities should complete a request form and submit this to the school. A template request form is provided at Appendix A and associated Terms and Conditions at Appendix B.
- 4.2 The organisation must agree to the Terms and Conditions provided at Appendix B, provide proof of public liability insurance, provide proof of safeguarding policy and/or protocols and may be required to pay a security deposit.
- 4.2 Approval of the request will be determined by the Headteacher.
- 4.3 Once approved, the School Admin Lead will contact the organisation with confirmation and instructions, such as emergency evacuation procedures, relevant health and safety documents and invoicing and payment arrangements.
- 4.4 The Trust reserves the right to decline any applications with absolute discretion, in particular where an organisation does not provide the necessary documentation with their request, uphold the values of the Trust or school or there is a risk of financial or reputational damage.

#### **5.0 Terms and conditions of hire**

- 5.1 The Terms and Conditions provided at Appendix B must be adhered to by any organisation letting school premises or facilities.
- 5.2 Any breach of these Terms and Conditions will result in cancellation of all future lettings without refund.

#### **6.0 Safeguarding**

- 6.1 The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement that letting organisations abide by the schools' requirements in respect of safeguarding. Any failure in this respect will result in the letting being terminated.
- 6.2 It is the responsibility the letting organisation to ensure that safeguarding measures are in place while hiring out the space.
- 6.3 If there is a chance that those letting 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), the Trust requires confirmation that the letting organisation have had the appropriate level of DBS check for all staff and volunteers.
- 6.4 The letting organisation 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.
- 6.5 The letting organisation confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher, Designated Safeguarding lead or another member of the school Safeguarding Team as soon as reasonably practicable and always within a maximum of 24 hours.
- 6.6 The letting organisation understands that if a school receives an allegation relating to an incident where an individual or organisation is using the school premises for running an activity for children, the Trust or school will follow usual safeguarding procedures and inform the Local Authority Designated Officer (LADO).

## **7.0 Monitoring arrangements**

- 7.1 This policy will be reviewed every 3 years or whenever any guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

## Appendix A: Lettings Agreement

Details of Hirer	
Full Name:	
Address:	
Postcode:	
Telephone:	
Email:	
<i>If acting on behalf of a business, club, organisation etc. please complete the below</i>	
Name of organisation:	
Address:	
Your position:	

Details of Letting	
Area/Facilities Required:	
Days/Dates Required	

Declaration	
Agreement to the licence to occupy terms and conditions	
Name:	
Signed:	
Date:	



## **Appendix B: Licence to Occupy Terms and Conditions**

### **Terms and Conditions**

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.

#### **General**

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 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.
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 school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
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 school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
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.
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 not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
11. 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.
12. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
13. 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
14. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
15. 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.
16. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

17. 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.

### **Cancellations**

18. Any cancellations by the school made with at least 10 days' notice will be refunded.
19. Any cancellations by the hirer received with less than 10 days' notice will not be refunded.

### **Health and Safety**

20. The hirer is responsible for the health and safety of everybody using the Facilities (including first aid) and must make itself aware of the fire precautions and procedures in existence.
21. Electrical apparatus shall not be brought onto the facilities without the Headteacher's consent, and all electrical equipment must have an 'in date' portable appliance test.
22. Animals, other than guide dogs, are not permitted on the school site without the written prior consent of the Headteacher.
23. The disposal of any refuse arising from the use of the school is the responsibility of the hirer.
24. All hirers using the school must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 or vulnerable adults, even if this is supervised.
25. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.
26. All clubs/organisations hiring the facilities must have the following policies in place:
  - Health and Safety
  - Quality Assurance
  - Safeguarding and Child Protection (if working with children)

### **Cleaning**

27. The hirer will clean the part(s) of the premises agreed upon using their own cleaning equipment and materials, ensuring all Health and Safety and COSH requirements are adhered to.
28. The hirer will be liable for any additional cleaning costs incurred by the school as a result of the hirer failing to leave the premises in the condition it was found in.
29. The disposal of any refuse arising from the use of the school is the responsibility of the hirer.

### **Risk, Indemnity and Insurance**

30. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.

31. 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.
32. 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.
  - 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.
33. 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.
34. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.

### **Safeguarding**

35. 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 requirements of the latest version of Keeping Children Safe in Education (KCSIE) and any school requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
36. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space, including all staff completing safeguarding awareness training.
37. 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.
38. 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.
39. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher or Designated Safeguarding Lead as soon as reasonably practicable and not more than 24 hours after the concern.

### **Preservation of Order**

40. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

41. The school does not accept any responsibility for any articles of property left by the hirer, their guests, agents, or any member of the public in the facilities during the period of the hire. No equipment may be stored at the school.
42. The hirer must provide details of a "Nominated Responsible Officer" who must be present on site at all times of the agreed hire period. This person will be responsible for ensuring that the terms and conditions of use are adhered to whilst in the facilities and will also be the point of contact between the persons using the school and school staff.

### **Performing Rights and Licences**

43. No copyright works shall be performed in the school without the license of the copyright owner. The hirer shall indemnify the school against any penalty or sanction for any copyright infringement that may occur.
44. The hirer shall not use the facilities for any purpose or activity for which a license or permission is necessary, e.g., preparation and sale of food, unless such a license has been obtained along with prior written permission from the Headteacher.
45. The school shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the Headteacher.
46. No alcoholic drinks shall be brought onto school premises unless agreed otherwise by the Headteacher and where a license has been obtained.
47. No film or video shall be shown or taken without the Headteacher's prior consent.

### **Payment**

48. New hirers must pay the first fee in full upon signing the Lettings Agreement.
49. One off events must be paid in advance of the event.
50. For block and ongoing bookings, the maximum payment terms are 30 days from the date of an invoice for the hire.