



LETTINGS POLICY

2023-24

Public

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Summary

This policy outlines how people can make a letting at any of the IET sites.

The obligations of the hirer are included as well as the forms to complete and the requirements for payment.

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1 Use of Trust Premises

The use of the Trust premises is permitted by the Trust on the understanding that the following rules are adhered to at all times. Failure by the hirer to comply with any of the following regulations where applicable, whether intentionally or not, may be deemed by the Trust to be just cause for the immediate cancellation of any lettings or series of lettings. The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the Trust's facilities for allows for setting up and putting away any equipment. If the period of usage exceeds the period hired, then the hirer will be liable for a minimum penalty of 1 hour hire charge for each area hired.

2 Safeguarding and Child Protection

Hirers who are using the Trust premises to provide activities for young people aged 16 and under must provide the Trust with a copy of their Safeguarding and Child Protection Policy. Hirers are reminded that Trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Trust premises. It is recommended that all young people are met at Reception, escorted to their activity, and returned to Reception at the end of the activity for collection by their parents or carers.

Ensure the following guidance is being adhered to:

[After-school clubs, community activities, and tuition – Safeguarding guidance for providers \(windows.net\)](#)

3 Fire Safety

Hirers' induction will include instructions on evacuating the building. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children in the public atrium area of the Trust do so at their own risk but will be evacuated by Trust site staff. All users should familiarise themselves with the fire alarm and evacuation procedures. Copies of these are posted in Reception and in the rooms/halls.

4 Procedure

A fully completed booking form will be submitted to the Estates Director at least TWO weeks prior to the commencement of the event. Failure to do so will result in the booking being cancelled unless discussed otherwise.

The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to. The Hirer must be over 18 years of age. Once the Hirer has accepted a permit to use the Trust premises, (s)he is automatically bound by all terms and conditions of usage of

the premises. The Trust has the right to vary these terms and conditions at any time.

The hirer may not assign or sublet the premises.

All lettings must be approved. No letting shall be considered approved or any change confirmed until this has been confirmed in by the Estates Director.

The Trust may cancel any letting at any time; either the fee will be refunded, or an alternative date offered, except in the case of misconduct.

The Trust reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property. The Trust may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Trust to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or any animal, animals or equipment, the giving of bonds or the effecting of insurance.

5 Charges

All charges must be paid within 30 days of the invoice date.

A minimum let is 1 hour.

Charges will be made at rates which will be determined from time to time by the Trust and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the Trust reserves the right to charge the correct rate, although the hirer may consider the booking cancelled.

The Trust does not undertake to refund any charge on cancellation of a booking by the hirer unless 21 days' written notice of the cancellation has been given in writing.

6 Care of Premises

The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.

The hirer is required to pay to the Trust the cost of making good any damage to the property or to any fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage arising from the hire must be reported to the Estates Director. The hirer is required to clear away any rubbish and leave the premises and / or grounds in the condition in

which they were found. The hirer shall be responsible for reimbursing the Trust for any additional costs incurred in cleaning the premises and / or grounds after a letting.

No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or moved without prior approval of the Trust. Any movement of furniture required must be undertaken by the hirer under the direction of the Estates Team. Standing on seats, furniture, window sills etc. is not permitted. Any furniture used must be returned to its original position at the end of the hire period.

No additional staging, curtaining, scenery, fixtures, fittings or decorations may be installed without the previous consent in writing of the Trust. Any such alterations and additions as may be authorised shall be purely temporary arrangements requiring no permanent fixings which would damage or disfigure any part of the premises. Any temporary arrangements such as curtaining, or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the Trust premises nor taken away while the Trust is in session. Any alterations shall be returned to their original state immediately after usage, at the expense of the hirer. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Trust.

No alterations or additions to the electrical installations at the Trust may be made without previous consent in writing of the Trust. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Trust and shall be reinstated forthwith at the expense of the hirer to the satisfaction of the Trust.

The Trust will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

The hirer is responsible for informing the Trust of any person sustaining injury or loss on the Trust premises during the period of the let. This information must be presented in writing to the Trust within 24 hours of the event. Any further information required by the Trust must be made available on request.

No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

No stiletto heels or similar objects are allowed in the gym area. Gym users must wear trainers suitable for indoor use.

7 Equipment & Accommodation

Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the Trust. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

Chairs installed in the premises may be used by special arrangement with the Trust, but the Trust does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

The Trust does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

Any IT/AV equipment that you bring onto the premises must carry a valid and up to date PAT certificate.

8 Condition of Premises

The Trust gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.

Where facilities booked by the hirer turn out not to be available during the letting, the Trust will consider applications for ex gratia refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Trust decision shall be final in respect of any refund made.

9 Playing Fields/3G Pitch

The Trust does not give any guarantee as to the standard of the pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.

The Estates Director shall deem whether any pitch or field is fit for use and their decision shall be final.

10 Catering Facilities

The Trust's catering facilities are available for hire by separate negotiation. However, separate arrangements can be agreed for provision of refreshments for special events.

11 Car Parking

Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

12 Insurance

It is the responsibility of the hirer to effect whatever insurance he considers necessary to cover his liabilities. Hirers using the facilities must provide proof of adequate insurance to the Trust.

13 Legal Requirements

The Hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright – whichever is in place. The hirer shall be fully responsible for obtaining any licences or other permissions required, always providing that no such application shall be made without the prior approval of the Trust. The hirer shall indemnify and keep indemnified the Trust, from and against all costs, claims and demands which may be made against the Trust for any breach or infringement of copyright.

No intoxicating liquor shall be brought or consumed on Trust premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. Copies of all licenses will be submitted prior to the date of let.

The Trust's No Smoking Policy (Health & Safety Policy) must be adhered to at all times. Smoking is not permitted anywhere on site and includes all outdoor areas. This includes E Cigarettes/Smoking.

The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of the building than can be safely accommodated there and to control the movement of children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.

The hirer will ensure that the requirements of the Equality Act 2010 (in particular the need to promote good relations between persons of different racial group) are observed at all times throughout the letting.

The hirer will adhere to all Health and Safety requirements as required by the Trust.

The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

In the event of a breach in these conditions the hirer may be asked to leave the premises immediately by a member of the Estates Team. If the hirer fails to leave the premises, then the local police authority will be summoned and asked to remove the hirer from the premises.

There is no public telephone near the Trust: Hirers are required to have access to a mobile phone as a term of their letting.

14 FAQs

How do I secure my booking?

Completing the attached booking form at least 2 weeks before the first booking and returning to admin@isleeducationtrust-iet.co.uk

How do I make payment?

Payment is only accepted by BACS on receipt of invoice. Payment terms 30 days.

What happens if I run over the times agreed?

If you exceed the times stated on the booking form, the use will be calculated at the standard rate and you will be charged.

Do I need to clean the building at the end of my let?

Yes, all rooms/spaces must be cleared at the end of the event / let and left in the condition they are found.

15 Lettings Application Form & Charges

Note to applicant: Before completing this form, please carefully read the terms and conditions of letting.

Return completed forms to: admin@isleeducationtrust-iet.co.uk

Accommodation / Facilities Required	Purpose of hire	Day of week	Dates required		Times required*	
			From	To	From	To
<p>* Please indicate times allowing for setting up and departure from the site.</p>						

IT Equipment required: Please specify details

Special Requirements: Please specify details

Parking Required: YES / NO

Please indicate if you wish the letting to continue through the Trust holidays: YES / NO

Name of applicant.....Telephone No. (Office hours)

Full postal address

.....

Email Address.....

Name of organisation

Details of organisation.....

I personally agree to be responsible for the fees charged in respect of this letting.

I have read the terms and conditions of letting, and will observe them.

Signature of applicant: _____ Date: _____

<p>Payment details (to be completed by the Trust)</p>	<p>Estates team informed</p>	
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Deposit paid		Constitution received	
Balance paid		Insurance checked and copied	
		Licences checked and copied	

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16 Charges

In all cases, hourly charges apply (applied to new bookings from 01/10/2023)

	£
Netball or Tennis Court	15.00
Gymnasium (inc changing rooms)	30.00
Outdoor Pitch	25.00
Changing Room	15.00
Drama Studio	30.00
Classroom	15.00
Computer Room	20.00
Main Hall	30.00

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17 Checklist

Letting to :		Date(s)	
No	Task	Owner	Complete Y/N
1	Booking form received by IET Estates Team	IET admin send to IET Estates and IET Finance	
2	Confirm booking and charge with the hirer	IET Estates (after confirming charges with Finance)	
3	Invoice deposit	IET Finance	
4	Confirm any additional requirements <ul style="list-style-type: none"> • IT • Car parking • Catering • Layout 	IET Estates	
5	Inform IET Finance of any additional cost/details	IET Estates	
6	Obtain a copy of the Safeguarding and Child Protection policy (of the hirer) and check that the guidance in 'After-school clubs, community activities and tuition: safeguarding guidance for providers' (KCSIE, paragraphs 166 and 167 (DfE, September 2023)) is being followed	IET Estates	
7	Provide fire alarm and Evacuation Procedure	IET Estates	
8	Provide insurance details	Hirer to provide to IET Estates	

9	Licence details provided (if required)	Hirer to provide to IET Estates	
10	Invoice balance	IET Finance	

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After-school clubs, community activities, and tuition Safeguarding guidance for providers – Checklist

[After-school clubs, community activities, and tuition – Safeguarding guidance for providers \(windows.net\)](#)

Safeguarding and child protection

- have an effective safeguarding and child protection policy in place
- have a staff behaviour policy (sometimes called a code of conduct)
- be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm
- have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children
- appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training (including online) Sometimes referred to as the Safeguarding Lead or Welfare Officer.
- provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns
- if you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number
- know the local referral route into children's social care
- report any allegations of harm to a child to both your local authority designated officer (LADO)¹¹ and the police as soon as reasonably practicable ¹¹ Referred to as the LADO or Designated Officer.
- know if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

Suitability of staff and volunteers

You should:

- make sure staff and volunteers have had relevant pre-employment checks, for example:
 - DBS check
 - verification of identity
 - references
 - right to work
- have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment

Governance

You should have:

- a clear complaints procedure
- an effective whistleblowing policy
- a clear staff behaviour policy (code of conduct)
- a clear line of accountability for safeguarding which runs throughout your organisation, including at the most senior level
- a clear record of the safeguarding training provided to staff and the schedule of refresher training

Health and safety

You must

- consider the suitability and safety of the setting for employees, children and young persons, taking steps to reduce any risks identified
- have a fire safety and evacuation plan
- have paediatric first aid training where children aged 5 and under are attending the provision (unless you're exempt from registration with Ofsted)

You should also:

- have first aid training and a first aid kit to hand as well as awareness of what to do in an emergency where children aged over 5 are attending
- have more than one emergency contact number for each child
- make sure you know of any medical concerns or allergies

IET reserves the right to make amendments to this policy at any time without notice.

End