

Terms and Conditions of Hire for Lettings

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1. Introduction

1. The Trust Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible by the local community.
2. The Trust Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help pupils achieve their full potential by engaging with local groups and services meeting the wider needs of our pupils, families and the local community. However, the overriding aim of the Trust is to support the schools in providing the best possible education for its children and any lettings of the premises to outside organisations will be considered with this in mind.
3. The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by any outside organisation must be reimbursed to the school's budget.
4. The Trust reserves the right to:
 - i. refuse applications without giving a reason
 - ii. have a representative present at any function
 - iii. terminate any activity not properly conducted

2. Definition of A Letting

5. A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". Lettings can be single use i.e., on one occasion or regular use i.e., the same day and time each week.
6. A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environments for all its pupils
7. The following activities fall within the corporate life of the academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the academy's delegated budget:
 - i. Trust Board and Local Stakeholder Board meetings
 - ii. Extra-curricular activities for pupils organised by the academy or Trust

- iii. Academy performances or events
 - iv. Parents' evenings and meetings
 - v. PTFA meetings and events
8. Care should be taken to ensure that any lettings are consistent with Trust values. The following activities are not considered to be appropriate for lettings:
- i. Commercial activities with little potential to generate income or support for the academy
 - ii. Activities or events of a political nature
 - iii. Activities or events which might bring the academy or Trust into disrepute.

3. Roles, Responsibilities and Administration of Lettings

1. The Trust Board is responsible for:

- i. Approving this Policy and ensuring that it is reviewed regularly
- ii. Approving the hire charges for the letting of academy premises and reviewing them regularly
- iii. Setting the Terms and Conditions of Hire for lettings
- iv. Approving the Health and Safety Policy and ensuring it is reviewed regularly
- v. Ensuring that the Trust has appropriate insurance arrangements in place

2. The Trust Chief Executive Officer (hereafter known as the CEO) is responsible for:

- vi. Ensuring Principals are aware of their responsibilities relating to this Policy
- vii. The Chief Finance and Operations Officer act's as deputy to the CEO in their role and responsibilities.

3. Academy Principal (Executive Principal/Associate Principals) are responsible for:

- viii. the management of lettings, in accordance with the Local Stakeholder Board's policy. The Principal may delegate all or part of this responsibility to other members of staff (e.g., person with responsibility for school lettings/finance), whilst still retaining overall responsibility for the lettings process.
- ix. If the Principal has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Local Stakeholder Board, given delegated authority to determine the issue on behalf of the Trust, or the Trust Ensuring their staff responsible for the letting of academy premises are aware of their responsibilities relating to this Policy

4. Academy Lettings staff are responsible for:

- x. Ensuring that the lettings procedures are followed

5. Hirers are responsible for:

- xi. Adhering to the procedures and Terms and Conditions of Hire

6. All academies are responsible for:

- xii. Managing the day-to-day lettings of the premises and ensure effective communication between all parties concerned
- xiii. Maintaining accurate records of all bookings
- xiv. Confirming bookings using the Academy Booking Terms and Condition template
- xv. Checking and filing insurance and safeguarding documentation provided by hirers
- xvi. Arranging duty site staff for lettings
- xvii. Ensuring facilities are as required by hirers
- xviii. Ensuring appropriate training for hirers or appropriate member of staff is present when any specialised equipment or accommodation is hired
- xix. Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use
- xx. Where the school uses the Trust recommended online hire website intermediary (www.schoolhire.co.uk) platform to ensure that all of the terms and conditions contained in this policy are adhered to.

7. Secondary academies are responsible for:

- xxi. raising invoices and chasing any outstanding payments

8. Central Finance Team are responsible for:

- xxii. raising invoices and chasing any outstanding payments for primary academies

4. Charges and Bookings

1. The Local Stakeholder Board is responsible for setting charges for the letting of the school premises. All charges will be reviewed and set annually in consultation with the Trust Chief Finance and Operations Officer (CFOO). These charges must then be approved by the Trust board.

2. A charge may be levied to cover the following:
 - a. Cost of services (heating and lighting)
 - b. Cost of staffing (additional security, caretaking and cleaning) - including "on-costs"
 - c. Cost of administration
 - d. Cost of "wear and tear"
 - e. Cost of use of school equipment (if applicable)
 - f. Profit element (if appropriate).

3. The charges review will take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided to hirers in advance of any letting being agreed (see **Scale of Charges Schedule – Appendix 3**)
4. All bookings will be made directly with the academy, recorded locally and supported by a copy of the Academy Booking Terms and Conditions signed by the hirer.
5. In considering request for lettings consider the following:
 - a. whilst the academy will try to accommodate all requests, the academy and current hirers will be given priority
 - b. other considerations include the type of event, site supervision availability, the number of other lets coinciding and the suitability of our accommodation

a. VAT

6. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).
7. Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:
 - a. Each period is in respect of the same activity carried on at the same place
 - b. The interval between each period is not less than one day and not more than fourteen days
 - c. The charge is payable by reference to the whole series and is evidenced by written agreement
 - d. The facilities are letting to a school, club, association, or an organisation representing affiliated clubs or constituent association.
8. On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

5. The Administrative Process

25. Organisations seeking to hire the school premises should approach the Principal or School Lettings Administrator who will identify their requirements and clarify the facilities available.
26. An **Initial Lettings Request Form (Appendix 1)** should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The Principal/ Local Stakeholder Board has the right to refuse an application and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed in writing.
27. Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the **Hire Agreement (Appendix 2)**. The letting should not take place until the signed agreement has been returned to the academy.
28. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Local Stakeholder Board's current scale of charges. Payment must be made directly into the Trust's bank account.
29. Academies must seek payment in advance to reduce any possible bad debts. A one-off booking must be paid in advance and all other bookings are either paid monthly or termly in advance.
30. The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.
31. All lettings fees which are received by the school will be paid into the Trust's bank account and allocated to the respective Academy's budget, in order to offset the costs of services, staffing etc. (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a 'break even' situation is being achieved and reported to the Trust Board and Local Stakeholder Board.

6. Public Liability and Accidental Damage Insurance

1. All Hirers, whether groups or individuals, are responsible for arranging their own public liability insurance and to ensure the insurance covers all their legal liabilities

for accidents resulting in injuries to persons (including all participants in the activity for which premises are being hired). This cover must also extend to include loss or damage to the premises of the academy site arising out of the letting. The minimum limit for this insurance cover is **£5 million**. Evidence of the appropriate cover will be required by the relevant academy in advance of any hire and will be subject to annual review.

a. Security

2. The academy Principal or designated member of academy staff, has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other appropriate control measure.

7. Safeguarding and the Prevent Duty

1. Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.
2. All hirers must state the purpose of the hire. Each application will be vetted by the Academy Lettings Administrator and any concerns will be reported to the Principal prior to approval.
3. When determining whether to approve an application, the Principal or person with designated responsibility will consider the following factors:
 - a. The type of activity
 - b. Possible interference with school activities
 - c. The availability of facilities
 - d. The availability of staff

a. Health and safety considerations

- i. The school's duties regarding the prevention of terrorism and radicalisation
- ii. Whether the letting is deemed compatible with the ethos of the school

b. An application will not be approved if it:

- e. Is aimed at promoting extremist views.
- f. Involves the dissemination of inappropriate materials.
- g. Contravenes the statutory Prevent duty.

- h. Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Principal, balanced or outweighed by freedom of expression or artistic merit).
4. The Lettings Administrator will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
5. Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from Trust premises.

8. Cancellations

1. By the Hirer: Cancellations should be made in writing at least 48 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.
2. By the Academy: If the Academy finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Trust and the Academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

9. Review

1. This policy will usually be reviewed every 3 years during the Spring Term and at any other time as may be deemed necessary.

10. Terms and Conditions of Hire for Lettings

1. All terms and conditions must be adhered to. The 'hirer' shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting and ensuring the terms and conditions are adhered to.

11. Interpretation

2. **Hirer:** person making the application for a letting who will be responsible for payment of all fees of other sums due in respect of the letting.
3. **Trust:** the Dartmoor Multi Academy Trust.
4. **Academy:** the respective Trust academy with facilities for hire.

12. Status of the Hirer

1. Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the Academy and the Hirer.

13. Safeguarding and Child Protection

1. If a particular letting involves contact with the Academy's pupils or other young people then any organisation or individual submitting a lettings request involving working with children and/or young people must provide to the academy evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection i.e. Safeguarding Policy, and provide evidence to the academy of disclosure and barring scheme check (hereafter referred to as DBS) relating to all staff and others working closely with children. Evidence required:
 - a. a 'letter of assurance' from the organisation providing the names and DBS numbers of the supervising adults/staff
 - b. DBS certificate for supervising adult and additional photographic identification
2. The Local Stakeholder Board will ensure that there are arrangements in place to liaise with the Principal on these matters.
3. The Local Stakeholder Board may require DBS checks relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
4. The Local Stakeholder Board may agree to obtain DBS clearances on behalf of a hirer

through the People Team services. Hirers will be charged the cost of the DBS check and any administration costs incurred by the Academy (DBS checks would require a minimum of a half term advance notice).

5. The Local Stakeholder Board will require evidence of appropriate qualifications for hirers
 - a. using facilities or equipment for specific activities.
 - b. Where the activity is for example an after-school sports club, sports coaches must also follow the Government Guidelines for Working in Schools.

14. Priority of Use

1. The Principal, or person with designated responsibility, will resolve conflicting requests for the use of the premises, with priority always being given to school functions.

15. Attendance

1. The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made, and approval given.

16. Behaviour

1. The Hirer shall be responsible for ensuring the preservation of good order and the prevention of disorderly behaviour for the full duration of the letting and until the premises are vacated.
2. The Hirer is responsible for ensuring these terms and conditions of use are observed and adhered with and for the effective supervision of the arrangements and activities on the Academy premises during the hire period.

17. Health and Public Safety

1. The Hirer must comply with all the laws relating to the premises and the occupation and use of the premises by the Hirer, including but not limited to Health and Safety legislation.
2. The Hirer should, as far as practicable, have an accurate list of those present.
3. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points.



It is good practice to carry out emergency evacuation drills at suitable intervals.

4. The Hirer must always, whilst participants are on site, have immediate access to participants' emergency contact details, and always have access to a mobile phone.
5. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.
6. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must always adhere to the correct adult/child ratios.
7. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.
8. The Hirer is required to comply with all relevant DfE guidance on preventing and managing suspected and confirmed cases of Covid-19.

<https://www.gov.uk/government/publications/protective-measures-for-holiday-or-after-school-clubs-and-other-out-of-school-settings-for-children-during-the-coronavirus-covid-19-outbreak/protective-measures-for-out-of-school-settings-during-the-coronavirus-covid-19-outbreak>

9. This includes
 - i. informing the Trust and Public Health England South West (hereafter known as PHE) of any suspected or confirmed cases immediately and following PHE advice and protocols (PHE SW – call 03003038162 (please note the recorded message is quite lengthy but Hirers are urged to hang on) and
 - ii. Informing the Academy – call duty Site Supervisor
10. The Hirer must ensure that the Trust or Academy have accurate details of any suspected Covid so appropriate action can be taken e.g., isolating the facility for the required 72-hour period before accessing.

a. In the event of an emergency:

1. The Hirer will call the relevant emergency service (if school staff are not present and supporting the activity)
2. All occupants must leave the school by the nearest exit and assemble at the designated muster area as advised by the Hirer
3. The Hirer and users must not re-enter the premises until the 'all clear' has been given. The relevant emergency service or member of Academy staff will give this instruction.
4. The Hirer will immediately inform the Academy of any emergency, accident or serious incident that occurs during the hire period by telephoning the Academy Emergency contact.
5. The Hirer will be responsible for reporting any accident to the Health and Safety

Executive if applicable.

18. Own Risk

1. It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

19. Damage, Loss or Injury

1. The Hirer warrants to the Trust Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.
2. Neither the Academy or the Trust Board will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.
3. The Academy will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.
4. Any damage, destruction or theft that occurs during the hire period in or to the premises, to the building, equipment or Academy property will be the responsibility of the Hirer and the Hirer shall pay to the Academy the cost of making good any such damage or loss.
5. Any damages or breakages must be reported to Academy staff at the first opportunity.

20. Furniture, Fixtures and Fittings

1. Furniture, fixtures and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation or replacement required.
2. The Hirer will ensure all facilities used are kept in a clean and tidy condition when in occupation.
3. The facilities must be left in the same condition as before the hire period. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refuse

sacks should be used and can be deposited in the Academy's refuse bins/area. If additional cleaning is necessary, the Hirer will be charged accordingly.

21. Use of Premises, Facilities and Equipment

1. School Equipment

1. This can only be used if requested on the Initial Request form, and if its use is approved by the Principal or other person with delegated responsibility. Responsible and appropriately qualified adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the Academy's offices and resources will not be available during the hire period, and it is the Hirer's responsibility to ensure a mobile phone is available to cover the event of an emergency.

2. Hirer's Equipment

1. The hirer should state on the hire agreement any equipment he/she intends to bring into Academy. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.
2. Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Trust Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Trust. The intention to use any electrical equipment must also be notified on the application. Any of the hirer's own equipment should be brought into/ removed from school within the time booked.

3. Normal Academy Operating Hours

1. The Academy is normally open between 8.30am and 6.00pm Monday to Friday in term-time. The school reserves the right to vary these times as appropriate.

2. Car Parking Facilities

1. Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the Academy car parking facilities. Neither the Academy or the Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

3. Toilet Facilities

1. Access to the Academy's toilet facilities is included as part of the hire arrangements.

4. First Aid Facilities

1. There is no legal requirement for the school to provide first aid facilities for the Hirer and school first aid resources are not available for lettings. Therefore it is the Hirer's responsibility to make their own arrangements, including the provision of first aid training for supervising personnel, the provision of a first aid kit (to include Covid CPR protection), PPE to deal with people displaying Covid symptoms and personnel as required by the DfE protective measures for out-of-school settings during the Coronavirus pandemic (see guidance link under **Health and Public Safety** section on Page 9)
2. The hirer is always expected to have access to a mobile phone throughout the letting to cover any emergency event.

4. Food and Drink

1. No food or drink may be prepared or consumed on the premises without the direct approval of the Local Stakeholder Board. Where approval is given the Hirer must ensure that all food hygiene regulations are applied and adhered to. All litter must be placed in the bins provided – with due regard being given to Academy recycling facilities.
2. If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the Academy premises at the end of the hire period. The kitchen must be left clean and fit for use by the Academy.

5. Intoxicating Liquor/Drugs

1. Alcohol is not allowed to be brought onto or consumed on the premises at any time without express approval from the Academy/Trust.
2. Illegal drugs are not to be brought onto or consumed in the premises.
3. Any person thought to be under the influence of alcohol or drugs will be refused admittance to the premises or asked to leave the premises if the intoxication occurs during the hire period.

6. Smoking

1. The whole of the Academy premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

7. Flammable Items

1. No items of a flammable, dangerous or noxious character may be brought onto the premises, including fireworks, confetti or gas without the express approval from the Academy/Trust.

8. Suitable footwear

1. Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

22. Copyright, Performing Rights or Alcohol Licences

1. There are a variety of licences that may be required for different types of events. The onus is on the Hirer to ensure which are deemed necessary and must produce documentary evidence before the letting takes place. The Hirer shall indemnify the Trust against any action brought about by failure of the Hirer to obtain the necessary licences. The following categories of letting may require a licence:
 - a. Theatre licence
 - b. Copyright/Royalty licence
 - c. Cinematography licence
 - d. Alcohol licence
 - e. Music, Singing and Dancing (Performing Rights licence)

23. Sub-letting

1. The Hirer shall not sub-let the premises to another person.

24. Charges

1. Hire charges are reviewed annually by each academy and approved by the Trust CFOO. The current charges are set out in the **Hire Agreement** (please contact the respective academy for details of scale of charges schedule).

a. Variation of Scales of Charges and Cancellations

2. The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Local Stakeholder Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e., less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

b. Payment for letting

3. The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Local Stakeholder Board's current scale of charges. Payment must be received by the school either prior to or on the date of the letting taking place. The hirer will be subject to an administration fee for late payment, again, in accordance with Local Stakeholder Board's current scale of charges.

c. Hire Fee and Deposit

4. The Academy reserves the right to require a deposit over and above the hire fee as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.
5. A one-off booking is paid in advance and all other bookings are either paid monthly or termly in advance.

25. Security

1. The School via the Estates team or Local Stakeholder Board will hire and pay for a person to be responsible for the security of the premises before and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. The Local Stakeholder Board can arrange for a person to be responsible for the security of the premises during the hire, but this will incur an additional charge. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Local Stakeholder Board of the school.

26. Right of Access

1. The Academy Committee reserves the right of access to the premises during any letting. The Principal (or delegated officer) or members of the Stakeholder Board or appropriate Delegated Committee, may attend to monitor activities from time to time.
2. The Trust permits the Hirer to access and use the areas of the Academy as stated on the booking form.
3. The areas of the Academy used remains in the Trust's legal possession notwithstanding the hirer's occupation during the hire period and such occupation shall not be deemed to constitute or create any lease or tenancy.

27. Conclusion of the Letting

1. The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

a. Vacation of Premises

2. The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

28. Promotional Literature/Newsletters

1. A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Principal (or delegated officer) at least one week prior to proposed distribution by the hirer.

29. Cancellation

1. The agreement may be terminated by either party at a date earlier than the termination date by giving the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Trust.
2. The Trust may terminate this agreement immediately in the event that the Hirer is found to be in fundamental breach of the terms of this agreement which in the

reasonable opinion of the Trust is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.

3. The Hirer may cancel individual bookings at any time by contacting the Academy or Trust. If a booking is cancelled with more than 1 weeks' notice, the full Hire Fee will be repaid. If less than 1 weeks' notice is given, only 50% on the Hire Fee will be repaid. The Hirer will pay the full costs of the hire for bookings cancelled less than 24 hours before commencement of the hire period.

30. Privacy Notice

1. This Privacy Notice sets out what information the Trust collects from hirers and how that information is used. If you have any queries regarding this privacy notice or how the Dartmoor Multi Academy Trust processes your information you can contact the Data Protection Officer, whose details are listed at the end of this notice.

2. Processing personal information:

Article 5 of the GDPR requires that personal data shall be:

- Processed lawfully, fairly and in a transparent manner
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- Adequate, relevant and limited to what is necessary
- Accurate and kept up to date
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed
- Processed in a manner that ensures appropriate security of the personal data.

The categories of data that we collect, hold and share include:

- personal information (such as name, phone number, email address, address)
- bank details (such as account number, sort code etc.)

Why we collect and use this information We use this data to:

- enable us to process the hire of facilities within the Dartmoor Multi Academy Trust
- process invoices for the hire of facilities
- enable us to contact you regarding queries with facilities hire

3. The lawful basis on which we use this information

We collect and process personal data under Article 6 of the General Data Protection

Regulation (GDPR) for the purpose of processing a contract.

4. Storing this data

We store data securely in our booking software and keep booking forms in a restricted cloud storage space. We will not keep personal data longer than necessary for the purpose or purposes for which they were collected. We will take all reasonable steps to destroy or erase from our systems, all data which is no longer required. We will keep personal information included on invoice payments for the duration of hire plus 7 years.

5. Who we share this information with

We only share personal information with staff at the Dartmoor Multi Academy Trust and schools within the Trust who need the data for the purpose of processing the hire, e.g., the Trust Finance Team to process payments, the Dartmoor Multi Academy Trust Lettings team to process bookings, school site teams to inform of hire arrangements.

6. Requesting access to your personal data Under data protection legislation, you have the right to request access to information about you that we hold. To make a request for your personal information, contact our Data Protection Officer:

Data Protection Officer: GDPR for Schools, Derbyshire County Council DPO

Email: gdprforschools@derbyshire.gov.ukDPO

Phone: 01629 532888

DPO Address: County Hall, Smedley Street, Matlock, Derbyshire, DE4 3AG

You also have the right to:

- object to processing of personal data that is likely to cause, or is causing, damage or distress
- prevent processing for the purpose of direct marketing
- object to decisions being taken by automated means
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- claim compensation for damages caused by a breach of the Data Protection regulations

If you have a concern about the way we are collecting or using your personal data, we ask that you raise your concern with us in the first instance. Alternatively, you can contact the Information Commissioner's Office at <https://ico.org.uk/concerns/>

31. Commitment of Adherence

I [insert Hirer's name] confirm that I have read and understood the Terms and Conditions of Hire in respect of facilities at [insert Academy's name] and will ensure they are adhered with.

I agree that our activities will comply with DfE protective measures for out-of-school settings during the Coronavirus (COVID-19) pandemic.

I agree that in dealing with suspected and confirmed Coronavirus cases, Government guidance will be followed along with PHE SW protocols.

Signed:

Date:

Print Name:

Organisation:

(If applicable)

1 copy to be kept in lettings file and 1 copy to be given to Hirer.

Booking Form for Lettings



(Academies may adapt this template to suit their requirements)

Name of Hirer (main contact person):					
Name of Hirer's Organisation: (if applicable)					
Hirer/Organisation Address:					
Contact Number: (named Hirer)		Email Address: (named Hirer)			
Purpose of Hire:					
Facility/Facilities Required:					
Total Number Attending:		No. of Adults:		No. of Children:	
Single Booking Date:		Start Time:		End Time:	
Block Booking days/frequency:		Start Time:		End Time:	
Block Booking Start date:		Block Booking End date:			
DBS checks completed: (where applicable)	In date? By Whom?				
Safeguarding Policy and Procedures in place?	Please provided copies of relevant information:				
Relevant qualification of supervising adults:					
Insurance cover in place (copy please):					
Risk assessment been completed?					
Equipment Required from the Academy:					
Equipment provided by the Hirer:					
Any other relevant information:					
The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see Terms & Conditions for details).					Yes / No
The Hirer confirms that arrangements are in place with reference to First Aid (including Covid compliance) and they have understood the fire and emergency evacuation procedures (see Terms & Conditions for details).					Yes / No
The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (See Terms and Conditions for details).					Yes / No
I have read, accepted, and signed the Terms and Conditions of Hire and I confirm that I am over the age of 18. Booking times include set up and clear up time.					
Signed (Hirer):		Dated:			
You will be sent confirmation of whether this booking has been accepted or rejected by email. No letting will be regarded as booked until the confirmation has been sent.					

This form should be emailed to **insert relevant email address**

If posting, please send FAO **insert job role and Academy address**

Dates during the year when the premises will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

Academy Use Only:	
Application status: Accepted / Denied	Deposit required: Yes / No
Additional Notes:	
Signed:	Date:

Lettings Hire Agreement

The Local Stakeholder Board of **(Insert Academy Name)**

The Hirer:	
Address:	
Telephone:	
Areas of the School to be Used:	
Specific Nature of Use:	
Maximum Attendance:	
Details of any School Equipment to be Used: .	
Date(s) of Hire:	
Period(s) of Hire:	
Fee (specify per hour or per session):	

The Academy Committee agree to hire the premises to the Hirer on the date(s) and for the period(s) detailed above, upon payment of the fee specified.

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions of Hire document. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Signatures:

The Hirer	Local Stakeholder Board Nominee
Print Name	Print Name
Sign:	Sign:
Date:	Date:

Lettings

32. Academy Lettings - Scale of Charges Schedule Template Appendix 3

Insert Academy Name

Scale of Charges Schedule – Insert Financial / Academic Year

Room/Area	Period	Community	Commercial	VAT (if payable)
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%
Insert facility	Hourly	£	£	20%

Additional Charges: May be made at the discretion of the Trust if any of the following apply:

- booking that start or finish outside normal Academy operating hours
- an increase in charges (e.g., to cover the cost of heating, unlocking and locking etc.)
- premises/facility hired is left in an untidy or disordered manner
- premises/facility requires repair following the hire period

This list is not exclusive in terms of the Trust making an additional charge. See **Terms and Conditions** for more detail.

Sports Bookings: Certain sports bookings may be exempt VAT payable in accordance with the current VAT regulations. See **VAT** information in **Trust Lettings Policy**.

Discount: For certain Hirers a discount may be applied to the listed prices if the majority of beneficiaries/attendees are children who attend the Academy or another Academy within the Trust. This is at the discretion of the Trust and should be discussed at the time of booking.

Scale of Charges

