



# EPA Lettings Policy

This policy was agreed by Trustees on:

Date: November 2021

To be reviewed: November 2024

Chair of Trustees:

CEO:

For:

Directors, Governors, Finance Staff, Employees, Internal auditor, External auditor

## **1. Aims**

This policy aims to

- Ensure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school; and
- Not allow any hiring out of the premises which interferes with the school's primary purpose of providing education to its pupils.
- No lettings to any organisation with an unlawful or extremist background.

## **2. Charging rates and principles**

### **2.1. Available areas for hire will vary in each school**

Each school will agree which areas are available for hire from the following:

- Sports hall
- School Hall
- Library
- Classrooms
- Playing fields
- School kitchen

### **2.2. Capacity and charging rates**

Each school will agree the capacity and charge rates for each area with the Central Facilities team.

### **2.3. Discounted Rates**

Certain organisations or activities may be allowed to use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. This will be agreed by the Head.

### **2.4. Cancellations**

The school reserves the right to cancel any agreed hiring with a minimum of 14 days' notice. A full refund will be issued if a hire 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.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### **2.5. Review**

The revenue raised from hiring out will be reviewed by the Chief Financial Officer and will be fed into the school's financial reporting, to ensure best value is being achieved.

### **3. Application process**

Those wishing to hire the premises will need to complete the hire request form and submit it to the school officer. This can be found in appendix 1 of this policy along with the terms and conditions of hire (Appendix 2).

Hiring of the school premises is only available to persons over the age of 18.

Approval of the request will be determined by the Headteacher or their delegated officer.

If the request is approved, the hirer will be contacted with details of how to submit payment and make arrangements for the date and time in question (See Appendix 3). A sales invoice will be sent to the hirer. Details of the emergency evacuation procedures and other relevant health and safety documents will also be made available.

The hirer will also need to provide proof of their public liability insurance.

The EPA reserves the right to decline any applications at their absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

The school is responsible for collection of rental income in line with the EPA Finance Policy.

### **4. Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures, in line with Keeping Children Safe in Education 2021, are in place while hiring out the space. Evidence of these procedures will be required by the school.

If there is an opportunity for those hiring the premises to 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 an Enhanced DBS check.

## Appendix 1 – Application to Hire School Premises

### Eynsham Partnership Academy

Witney Road  
Oxfordshire  
OX29 4AP  
01865 881430



Applications must be accompanied by a copy of the organisation’s Safeguarding Policy and the correct payment and should be made at least 14 days in advance. Applicants cannot be accepted from anyone under the age of 18. Applications will not be accepted from any organisation with an unlawful or extremist background.

Name and address of School:				
Name of Hiring Organisation:			Reason for hire (Please provide a copy of Risk Assessment)	
Name, address and telephone no. of contact person:				
Rooms to be hired:				
Days and Dates of hire:			No. of occasions booked:	
Requirements	TIMES FROM TO	NO. OF HOURS	RATE PER HOUR	CHARGE

VAT has been charged where appropriate and included in the total charge. A VAT invoice may be issued, if required	TOTAL HIRING CHARGE	£
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One copy to be retained by the establishment after approval

One copy to be returned to hirer after approval

Please see over

**Insurance**

I understand that our group must have £5 million pounds Public Liability Insurance and agree to provide a copy of certificate of policy to Headteacher.

**Safeguarding**

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice. When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise. The hirer will be required to provide evidence that DBS checks have been carried out on request.

Signed:

Date:

(Hirer)

Print Name:

Position held:

I approve this hire on behalf of \_\_\_\_\_ School.

Signed:

Date:

Headteacher

Print Name:

## Appendix 2 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 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 licence 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 and must take out its own public liability insurance to the value of £5 million with a reputable insurer approved by the school and, must provide a copy of the relevant insurance certificate no less than 7 days before the start date of the licence.
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 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; 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 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.
12. Any cancellations by the hirer received with less than 7 days’ notice, will not be refunded.
13. Any cancellations by the school made with at least 14 days’ notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. 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.

16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. 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.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. 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.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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.

