



# BMAT LETTINGS AND COMMUNITY USE POLICY

<b>Approving Body</b>	Trust
<b>Date of Last Review</b>	May 2022
<b>Statutory (Y/N)</b>	N
<b>Responsible Officer</b>	BMAT CEO for and on behalf of the Trust

## **I. INTRODUCTION**

1. BMAT is committed to making every reasonable effort to ensure that its buildings and grounds (“the premises”) are available for community use.
2. Where there is a conflict between a ‘hiring’ and a BMAT event, priority will always be given the latter.
3. A ‘letting’ is ‘any use of the premises by either a community group or a commercial organisation, regardless of whether a letting fee is charged’. It **must not** interfere with the primary activity of BMAT and its constituent schools, which is to provide a high standard of education for all of its students.
4. The BMAT Accounting Officer and Chief Operating Officer are responsible for setting the charges for the letting of the premises. These are reviewed on an annual basis.
5. The BMAT Facilities Manager has delegated authority for the day to day management of lettings. This includes keeping a written record of lettings, including important dates (e.g. start and end dates), ensuring that all requirements are complied with (e.g. DBS checks and insurance cover) and reporting to the BMAT Accounting Officer or a BMAT school principal with any concerns.

## **II. APPLICATIONS TO LET BMAT PREMISES**

6. Applications to let the premises can be requested through the School Hire Website.  
<https://schoolhire.co.uk/>
7. BMAT Premises are available for lettings during the following hours, which may be extended either way by one hour in special circumstances:

TERM TIME		
Community Use	Monday to Friday	6pm to 10pm
	Saturdays/ Bank Holidays	9am to 5pm
ACADEMY HOLIDAYS		
Community Use	Monday to Friday	9am to 10pm
	Weekends/ Bank Holidays	9am to 5pm

8. BMAT Premises are available for let at the published rates on the School Hire Website, which are reviewed on an annual basis. Charges will not be subsidised with funds from BMAT’s delegated budget, but charges may be added to cover additional costs incurred by BMAT in respect of any lettings.

9. If the BMAT Facility Manager has any concern about the appropriateness of a particular request for a letting, she will consult with the BMAT Accounting Officer and/or the appropriate BMAT School Principal, who have the authority to determine the issue on behalf of BMAT.
10. As proprietor of the premises, BMAT has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given.. There is no right of appeal against a decision to refuse an application. No public announcement of any activity or function taking place should be made by the organisation concerned until the hiring has been confirmed in writing.
11. The BMAT name should not be associated with any letting without the written approval of the BMAT CEO or the appropriate BMAT school principal.

### **III. APPROVING AN APPLICATION TO LET BMAT PREMISES**

12. Once an application has been approved, this policy, which includes the BMAT Letting Agreement Terms and Conditions, will be sent to the Hirer electronically through the School Hire booking portal. The particulars of each agreement will be added (e.g. the name of the Hirer, the dates of the agreement and its duration).
13. The Letting Agreement **must** be agreed online by both parties (the Hirer and BMAT) before the letting can take place:
  - a. It should be agreed by an authorised individual for the Hirer and the agreement should be in their name, giving their permanent private address or, in the case of a company, its registered address.
  - b. It should be agreed by the BMAT Facilities Manager on behalf of BMAT.
14. If the Hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration, car parking assistance etc.), this should be discussed with the BMAT Facilities Manager in advance. An additional fee may be payable depending upon the extra time involved for BMAT staff.
15. The Hirer is required to pay the applicable charges in full. The letting will not be considered secured until payment is received. BMAT reserves the right to refuse access to the premises hired if the whole of the fees have not been paid. If bookings made on short notice (i.e. less than 14 days prior to the start date), payment will still be required in advance of the start date but at a deadline to be confirmed by the Facilities Manager.
16. A refundable deposit of £250 is payable by the Hirer will be required by BMAT, upon confirmation/agreement of a letting and not more than 48 hours after that date, in relation to the obligations of the Hirer:

- a. In the event of breach of the Hirer's obligations, the deposit becomes non-refundable and such monies may be retained by BMAT to cover any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting etc.
  - b. If the deposit proves insufficient to cover such costs, BMAT retains the right to recover any excess from the Hirer by pursuing legal action for damages (e.g. for breach of contract or for negligent damage).
17. The provisions of this policy and the terms and conditions of the BMAT Letting Agreement **must** be adhered to by the Hirer. A failure to do so may be treated as a material breach of contract by BMAT, resulting in the termination of any agreement and legal action to recover any damages.
18. The BMAT Accounting Officer and school principals have the power to terminate any agreement relating to the letting of BMAT premises, in accordance with the terms and conditions of the BMAT Letting Agreement.

#### **BMAT LETTING AGREEMENT – TERMS AND CONDITIONS**

*The terms and conditions specified in this Agreement must be complied with. In addition, the Hirer shall comply with any rules and regulations which BMAT shall make from time to time. The "Hirer" shall be the named individual on the Letting Agreement. This person and/or their organisation will be responsible for the payment of all fees or other sums due in respect of the letting.*

1. Status of the Hirer:

- 1.1 Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background (refer to paragraph seven of this policy).
- 1.2 The Letting 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 BMAT premises to them or of creating any tenancy between BMAT and the Hirer.
- 1.3 BMAT may request references from the Hirer (e.g. from the owner of premises hired previously by the Hirer), prior to approval of an application; and/or make a letting agreement provisional until satisfactory references are received.
- 1.4 Disclosure and Barring Service ['DBS'] - It may be necessary for the Hirer to submit proof that they have undergone a successful DBS check.

- a. BMAT offers a chargeable DBS service which is available to Hirers. Enquiries should be made to [hr@beaconacademytrust.co.uk](mailto:hr@beaconacademytrust.co.uk).
- b. If a particular letting involves contact with children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the [DBS Code of Practice](#) and any relevant safeguarding requirements.
- c. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18.
- d. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report any safeguarding concerns which arise to the BMAT Lettings Officer, who must report the concerns to a member of the BMAT Safeguarding Team.
- e. The Hirer **must** be able to provide evidence that DBS checks have been carried out for all relevant adults on request.

## 2. Indemnity and Insurance:

- 2.1 Lettings are made on the agreement that BMAT is indemnified by the Hirer against any loss, damage, costs and expenses during the use of BMAT premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of BMAT.
- 2.2 The Hirer **must** insure with a reputable insurance office against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to BMAT property or the premises by any act or neglect of himself, his servants, agents or any person on BMAT premises by reason of the use of the premises by the Hirer.
- 2.3 Unless specifically agreed by the BMAT Accounting Officer or Finance Director, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of BMAT premises.
- 2.4 The Hirer **must** produce the policy of insurance and receipts for the current premium or premiums upon request by the BMAT Lettings Officer, Accounting Officer or Finance Director within seven working days of a request. No booking will be confirmed until proof of insurance cover has been provided.
- 2.5 BMAT shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

- 2.6 BMAT does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.
3. Statutory Requirements: The Hirer must not carry out any action or permit any action to be carried out which would, or might, constitute an illegal or immoral activity affecting BMAT premises; or which would, or might, vitiate in whole or in part any insurance effected in respect of BMAT premises from time to time.
4. Licenses and Permissions:
- 4.1 The Hirer shall be responsible for obtaining any public licences necessary in connection with their Letting and should confirm with BMAT licences that they hold.
- 4.2 BMAT accepts no responsibility or liability for a Hirer's failure to obtain permission or licence from copyright owners, owners of sound recordings or publishers for any public performance of music, musicals, operas, or stage plays.
- 4.3 It is the responsibility of the Hirer to ensure that all copyright licences have been obtained to cover planned activities. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement may result in prosecution.
- 4.4 The BMAT Lettings Officer must be given at least four weeks' notice of a stage play production or other form of public entertainment; in accordance with paragraph seven of this policy, BMAT reserves the right to refuse permission for public events (e.g. concerts and festivals).
- 4.5 The Hirer must obtain a Public Entertainment License from the Redbridge Licensing Authority. The requirement is for the notice to be received by the Licensing Authority. For more information on licensing, contact [Redbridge Licensing Authority](#) or email: [licensing.authority@redbridge.gov.uk](mailto:licensing.authority@redbridge.gov.uk).
- 4.6 The Hirer shall indemnify BMAT against all sums of money which it may have to pay by reason of an infringement of copyright or performing right occurring during the letting period covered by this agreement.
5. Public Safety:
- 5.1 All conditions attached to the any licenses granted, this policy and the BMAT Health and Safety Policy and Procedure shall be strictly observed. All BMAT policies are available on the [BMAT](#)

[website](#). Nothing shall be done which will endanger the users of the premises or invalidate the policies of insurance relating to it and its contents. In particular:

- a. 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;
- b. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- c. The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the BMAT Lettings Officer;
- d. The Hirer is responsible for familiarising him/herself with the procedure for emergency evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available (Emergency Evacuation Procedure - Appendix C). The Hirer is responsible for communicating this information to anyone attending the event or activity;
- e. Performances involving danger to the public shall not be permitted;
- f. Highly flammable substances shall not be brought into, or used, in any part of the premises;
- g. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected;
- h. No unauthorised heating appliances shall be used on the premises;
- i. All electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence to the BMAT Lettings Officer. The intention to use any electrical equipment must be notified on the hire application form. BMAT disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment;
- j. Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

## 6. Hirer's Responsibilities:

6.1 The Hirer agrees to pay the applicable charges in full, not less than 14 days prior to the start date of the agreed letting; and a refundable deposit of £250 upon confirmation/agreement of the booking, and not more than 48 hours after that date.

6.2 The Hirer agrees to provide references to BMAT upon request, in accordance with Clause 1.3.

- 6.3 The Hirer must inform the BMAT Lettings Officer in writing of any fault, damage or other problems with the premises or equipment encountered during the letting.
- 6.4 No part of the premises are to be used other than for the purpose requested; this includes ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.
- 6.5 No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.
- 6.6 Cleanliness, tidiness and waste disposal: The premises used must be left exactly as found with litter put into bins and furniture returned to its original position. If activities involve outdoor use, participants should ensure footwear is cleaned before returning inside. The Hirer must comply with BMAT's arrangements for the disposal of any rubbish or waste materials. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be brought anywhere on BMAT premises by the Hirer.
- 6.7 Damage, interference with the premises or BMAT property and returning the premises to their pre-hiring state:
- a. BMAT reserves the right to pass on to the Hirer any costs incurred in making good damage caused during a letting, returning the premises to its pre-hiring state (e.g. moving furniture back to position), cleaning up and /or breakages caused during a letting.
  - b. Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at the end of each session of use. (If available, the caretaker on duty may be able to help, but this is still the Hirer's responsibility).
  - c. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the fabric of the premises, are permitted.
  - d. Hall floors are used by students for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn inside the premises.
- 6.8 Health, safety and first-aid:
- a. 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.
  - b. BMAT may require the Hirer to conduct a risk assessment and provide a record to the BMAT Lettings Officer, before the letting is approved and/or allowed to commence (e.g. due to perceived high-risk activity, or an unusual or new type of letting).



- c. It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for BMAT to provide first aid facilities and use of BMAT's first aid resources is not permitted.
- 6.9 Food and drink: No food and drink may be consumed on the premises without the direct permission of BMAT, in line with current food hygiene regulations. No nuts or food containing nut products should be brought onto the premises. Hirers will not be granted permission to use BMAT catering facilities. However, a small slip kitchen may be provided on request.
- 6.10 Smoking, alcohol and gambling: No alcohol is permitted to be bought, sold or consumed on any part of the premises. Smoking is not permitted on any of the BMAT premises. This includes all of the school grounds. Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries.
- 6.11 At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children, as required by the Children's and Young Person's Act 1933.
- 6.12 Nuisance/Disturbance: Hirers are responsible for ensuring that the noise level of their functions do not interfere with the other activities on the BMAT premises or cause inconvenience for the occupiers of nearby houses or property.
- 6.13 Sub-Letting: The Hirer must not sub-let the premises, underlet or share possession with any other parties
- 6.14 Storage Ancillary to the Hiring No goods or equipment should be left or stored on the premises without express permission from BMAT in writing. BMAT accepts no responsibility for items left on the premises.
- 6.15 Vacation of Premises: The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.
- 6.16 Car Parking: The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from the Premises. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the premises should avoid undue noise on arrival and departure.

6.17 Loss, theft and damage of the Hirer's property and effects: It is the responsibility of the Hirer to make his/her own insurance arrangements if required; BMAT cannot accept any liability for the loss, theft or damage of the Hirer's property and effects.

7. Charges and Cancellations:

7.1 Charges are always specified in writing to the Hirer including any review arrangements.

7.2 BMAT may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

7.3 The letting may be cancelled by the Hirer, provided that in each circumstance at least one month's notice is given in writing to the BMAT Lettings Officer.

7.4 Cancellations made less than one month before the event date will be charged in full.

7.5 For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: Over 72 hours, no cancellation charge, 48 – 72 hours, 50% charge and less than 48 hours, 100% charge.

7.6 BMAT may cancel a letting giving not less than two week's written notice to the Hirer. Such notice will be binding. In such circumstances any deposit or other payment received for the cancelled event will be refunded, subject to paragraph 13 of this policy.

7.7 In exceptional circumstances where the requirements of a BMAT activity necessitates the cancellation of an event with less than one month's notice, BMAT may at its sole discretion offer an alternative date to hire or issue a full refund.

7.8 BMAT will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action, weather, failure of electricity/gas supply, and health and safety issues relating to factors beyond the control of BMAT).

8. Additional Information

8.1 Loss of Property: In accordance with the Hirer's responsibilities, as above, BMAT cannot accept responsibility for damage to, or the loss or theft of, the Hirer's property and effects.

8.2 Toilet Facilities: Access to BMAT's designated toilet facilities is included as part of the hire arrangements.

8.3 Right of Access: BMAT reserves the right of access to the premises during the hiring and may monitor activities from time to time.

8.4 No advertising is permitted on BMAT premises without express authorisation from the BMAT Accounting Officer or a BMAT school principal.

8.5 Complaints: Any complaints arising from a hiring agreement **must** be made in accordance with the BMAT Complaints Policy and Procedure, a copy of which is available from the BMAT website.

*By signing this agreement, both parties agree to be legally bound by its terms and conditions; and accept that a failure to comply with their obligations under the contract may result in legal action being taken against them.*

Signed: ..... (Hirer)

Date: .....

Signed: ..... (BMAT CEO/School Principal)

Date: .....

## Lettings Policy

### APPENDIX A – BMAT LETTINGS APPLICATION FORM (TO BE COMPLETED BY THE HIRER ONLINE)

BMAT offers a chargeable DBS service which is available to Hirers. Enquiries should be made to

[hr@beaconacademytrust.co.uk](mailto:hr@beaconacademytrust.co.uk).

Name of Hirer/organisation			
Hirer's address			
	Postcode:		
Name of lead contact			
Contact number			
Email Address			
Purpose of hire			
Premises requested (e.g. field, sports hall, classroom)			
Proposed Start Date			
Type of Booking	<u>Term Time</u>	<u>Weekends</u>	<u>School Holiday</u>
Frequency of booking (e.g. 'one off', 'weekly', 'monthly').			
Duration of booking (e.g. 'one off', until a specified date, 'for one year').			
Start Time (allow preparation time)			
Finish Time (allow clean-up time)			

Maximum number of participants	
Age range of participants	
Use of School Equipment (e.g. stage/spot lighting, sound systems)	
Details of any electrical equipment to be brought on site.	
Number of supervising adults if the participants are under the age of 18	
<p>Supervising adults who are DBS qualified if the participants are under the age of 18</p> <p>Please state the name of the candidate, the date the form was issued, who issued it and the DBS number; alternatively, attach a copy to this form.</p> <p>BMAT offers a chargeable DBS service which is available to Hirers. Enquiries should be made to <a href="mailto:hr@beaconacademytrust.co.uk">hr@beaconacademytrust.co.uk</a>.</p>	
<p>Details of any first aid training.</p> <p>Please state the name of the candidate, the level of training and the date of qualification; alternatively, attach a copy to this form.</p>	

Details of any public licenses and/or permissions, if applicable.	
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Dates during the year when facilities 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 be given wherever possible.

Insurance Cover: The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (See Section 2 of the BMAT Letting Agreement Terms and Conditions for further details) and has attached a copy to this document.

The Hirer agrees to all hire charges as outlined by BMAT and to comply with the Terms and Conditions of Hire of the Premises as per the BMAT Lettings and Community Use Policy and the BMAT Letting Agreement Terms and Conditions.

The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct

Signed: ..... (Hirer)

Date: .....

BMAT agrees to the letting based upon the above information provided by the Hirer and in accordance with the BMAT Letting Agreement Terms and Conditions and the BMAT Lettings and Community Use Policy.

Signed: ..... (BMAT Lettings Officer)

Signed: ..... (BMAT CEO/School Principal)

Date: .....

Details specific to the agreement between BMAT and the Hirer (to be completed by the BMAT Lettings Officer, as appropriate).			
Hirer's Details:			
Name of Hirer			
Address of Hirer			
Contact number(s)			
Email Address			
Purpose of Hire			
Attendees	<u>Total No.</u>	<u>No. Adults</u>	<u>No. Children</u>
Type of Booking	<u>Term Time</u>	<u>Weekend</u>	<u>School Holiday</u>
Single Booking <i>Allow sufficient time for preparation and clearing away.</i>	<u>Date</u>	<u>Start Time</u>	<u>End Time</u>
Block Bookings <i>Allow sufficient time for preparation and clearing away.</i>	<u>Start Date</u>	<u>Frequency</u>	<u>End Date</u>
	<u>Start Time</u>	<u>End Time</u>	
Premises Required			
Equipment Required			
Total Charge			
Deposit received:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Charges received in full:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Proof of insurance provided:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Proof of qualifications (e.g. DBS) provided, where applicable	Yes <input type="checkbox"/>	No <input type="checkbox"/>



*The Hirer must familiarise themselves with the following, sharing with all under their control as Hirer.*

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds, please do not assume that this is a drill and does not affect you, please exit the premises in a safe, orderly and efficient manner and congregate at the appropriate assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase people should descend in single file using one side of the staircase only.
- Fire instruction notices, which specify the assembly point for each area, are located at each fire alarm point and in every classroom.
- Once at the assembly point the caretaker on duty will come to you as soon as possible and let you know when it is safe to return or what action needs to be taken.
- The Hirer must take the responsibility of Fire Warden.
- Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees.
- Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.
- Nobody will be allowed to re-enter a building.
- In the case of a drill, permission to re-enter the building will be given by the Caretaker on duty.
- Firefighting must always be secondary to life safety.