Mulberry Schools Trust Lettings Policy

Approval Body:	
Approval Date:	
Implementation Date:	
Review Date:	
Policy Version:	1

Mulberry
Academy London Dock

Version Control

Version	Reviewed	Changes since last version
1		This is a new policy based on the Lettings Policy which operates at Mulberry Academy London Dock.

Mulberry
Academy London Dock

This policy represents Mulberry Schools Trusts letting policy which is applicable to all schools who let their premises to external parties within the Trust. This policy should be used as a template and adapted by individual schools within the Trust to make it school specific as appropriate.

Mulberry
Academy London Dock

LETTINGS REGULATIONS & CONDITIONS OF HIRE AND USE

Mulberry Schools Trust

Lettings

1. All lettings of the Mulberry Schools Trust premises are made under this Lettings Regulations & Conditions of Hire and Use document as laid down by the Company Mulberry Schools Trust (hereinafter referred to as "the Company").
2. A letting is defined as any community or private use by individuals, organisations orgroups, of the school premises, facilities or grounds at any time.
3. Activities, sports coaching, training sessions and courses and similar provision whereby the school runs, supervises and provides instruction or training for sessions for individuals or groups who book and pay for such sessions, are outside of the scope of this Lettings Policy.
4. Lettings are always at the discretion of the Company, or the Principal acting on its behalf, and the primary functions and activities of the school will always take precedence over a request for a letting.
5. The Company, or the Principal acting on its behalf, reserves the right to amend, refuse, orrefuse to renew a letting. The Company also reserves the right to charge a deposit againstcancellation, and a returnable deposit against damage or extra cleaning.
6. All requests for lettings must be made on the approved Lettings booking form (Appendix 1) by an adult over the age of 21 (hereinafter referred to as "the Hirer"), either individually or on behalf of an organisation or group, who thereby accepts responsibility and enters into an agreement between themselves and the Company to comply with the terms and conditions of the Lettings Regulations and Conditions of Hire and Use.
7. The Company reserves the right, for any reason which the Company, or the Principal acting on its behalf, considers reasonable, including for the avoidance of doubt any staff shortages, to withdraw permission to occupy the accommodation on any particular date or dates or for any period. The withdrawal of such permission shall not entitle the Hirer to make any claim against the Company whatsoever however the Company shall refund any payments made by the Hirer to occupy the accommodation for that period.
8. Any contract made is between the Hirer and the Company is personal to the Hirer, givesno rights under the Contracts (Rights of Third Parties) Act 1999 and cannot be assignedto any other party.
9. The Company and the Principal have the right of entry to the school premises, facilitiesand grounds at all times.
10. The Principal, who is responsible for the internal management and control of the school,is also responsible for the day-to-day oversight of all lettings on behalf of the Company.

The Hirer

11. The Hirer is responsible for the payment of all fees, charges and any additional costsincurred as a result of the letting.
12. The Hirer is responsible for all those persons covered by the booking whether they aremembers of a group, club or other organisation.

13. If the persons for whom the Hirer is responsible includes children or young people the Hirer is also responsible for carrying out a risk assessment to determine the adult to child ratios that are appropriate for the activity, having regard to any relevant legislation or guidance which may be in force from time to time provided that any activities for children are supervised by at least two appropriately trained and qualified adults at all times. One of the adults must be qualified in First Aid. Such risk assessment must be provided to the Company upon request.
14. Where sporting and other activities include training and instruction of either adults or children the ratio of coaches and other qualified instructors to those receiving instruction and training will be in accordance with the guidelines set out by the national governing body of the particular sport or activity.
15. All adults supervising, teaching, training or working with children, or with vulnerable adults, must have had a satisfactory enhanced DBS check. Evidence of this must be provided to the Principal prior to the start of any letting.
16. Original certificates of the qualifications of the responsible adults, where appropriate to the hire and activities to be undertaken, must be available for inspection prior to the start of any hiring to the Principal.
17. The Hirer is responsible for ensuring the good conduct of the group using the premises, and for ensuring that no nuisance is caused to other users of the premises and local residents in the vicinity of the school.
18. The Hirer must provide their child protection and safeguarding policy.

Conditions of Use - General

19. The Hirer and all those under their supervision must comply with any instructions given by the Principal or their representative, the Premises & Contract Monitoring Manager or their Deputy or the Sports Centre Recreation Manager and their staff.
20. The Hirer must adhere to the times of start and finish of the booking. Setting up and clearing up must be carried out within the allotted booking time. Any overrun will be charged at the full hourly rate.
21. Immoral or illegal activity, gambling or any games of chance are forbidden. Raffles may only be held with the permission of the Principal of the school.
22. The premises may not be used for public or private entertainment without prior special approval of the Company. If the Hirer wishes to provide public music, dancing or other public entertainment, the Hirer must first obtain any necessary public entertainment licence and provide a copy of this to the Company or the Principal acting on its behalf at least three working days before the event.
23. The Hirer shall not, during the occupancy of the premises, facilities or grounds, infringe any subsisting copyright or performing right, and shall be liable to pay any sums due to an infringement of copyright or performing rights.
24. The premises may not be used by political groups or for political activities of any kind as determined by the Company in its sole discretion, except where these are agreed to be election meetings or other such use under The Representation of the People's Act, 1983.
25. The Hirer shall use only the school's facilities and furniture and equipment which has been booked and must not introduce any other piece of equipment or furniture or article without permission of the Principal. The Hirer must consult with the school's Premises & Contract Monitoring Manager, their Deputy or the Sports Centre Recreation Manager, on the moving of furniture or equipment from the position used for normal school purposes.

Equipment and furniture must not be used for inappropriate purposes, e.g.dining tables must not be used for any unhygienic purpose.

26. The Hirer is prohibited from doing anything which is likely to disfigure or damage the walls, the floors, any fixtures and fittings or the fabric of the building and is responsible for the preservation of good order. Stiletto or narrow and pointed heeled footwear is not permitted in the sports hall. No bolts, screws, nails or tacks shall be driven into any part of the premises; neither shall any adhesive or adhesive tape be used on the walls or floors. No substance is permitted to be put on the floors to prepare the surface for dancing. The Hirer shall pay the cost of damage, arising in any way out of their use of the premises, facilities or grounds to the Company.
27. No article of any inflammable or explosive character or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought onto the premises.
28. Neither the Company nor the Principal accept responsibility for, or liability, in respect of any damage, theft or loss of any property, goods or other articles placed, deposited, brought into or left upon the premises, facilities or grounds by either the Hirer, for their use, or by any other person.
29. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by the time specified on the Booking Form unless written authority from the Company (showing the time of extension) has been obtained. The Hirer shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow. If the premises are not vacated at the agreed time or if additional cleaning beyond that which would normally be required has to be undertaken, a further charge may be made against the Hirer.
30. The Hirer shall remove from the premises all its articles, property refuse, decorations, sets, props, equipment and other items before it leaves the premises after each period of hire unless agreed in writing with the Company or the Principal acting on its behalf which may incur an additional charge. The Hirer must not store any items or equipment on the premises without the prior written consent of the Company or the Principal acting on its behalf. The Company reserves the right to dispose of any items left in the premises when the premises are not being used by the Hirer without further notice to the Hirer.
31. Neither the Company nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Company or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Company and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
32. Only registered guide dogs for blind persons are permitted on the premises. No other dogs are allowed on the premises.

Conditions of Use – Health & Safety

33. The Hirer is required to adhere to the Health and Safety Policy of Mulberry Schools Trust, which can be found at www.mulberryschoolstrust.org/key-information/trust-policies and a copy can be provided on request.
34. The Hirer is required to undertake a short induction prior to the first use of the premises, facilities or grounds, so that the Premises & Contract Monitoring Manager, Sports Centre Recreation Manager or another member of staff may familiarise the Hirer with aspects of Health and Safety, fire exits, location of emergency telephone and other such matters including access and car parking (where applicable).
35. The Hirer is required at all times to take precautions for the safety of those present for which the Hirer has responsibility. Means of escape from the premises must not be impeded. All those persons for whom the Hirer is responsible must be made aware of all safety regulations. Practice safety drills must be carried out at regular intervals.
36. The Hirer should keep a register of all the persons for whom they are responsible and who are on the premises, using the facilities or in the grounds.
37. In the event of a fire the first duty of all concerned is to prevent loss of life and injury.
38. If a fire is discovered or the fire alarm sounds the person in charge is responsible for calling the Fire Brigade and informing the Premises & Contract Monitoring Manager, Sports Centre Recreation Manager or a member of their staff.
39. If a fire is discovered or the fire alarm sounds everyone must leave the building by the nearest fire exit, ensuring all doors are closed. On arrival in the assembly areas a roll must be called to ensure that everybody is accounted for. If anybody is missing the senior fire brigade officer must be informed at once and an organised search should be made immediately.
40. With the exception of an organised search no one must enter the building until the senior fire brigade officer has given permission.
41. There may be an opportunity to attack the fire with the nearest extinguisher or hose pipe, but firefighting must always be secondary to saving life and injury.
42. The Hirer must ensure that a person qualified in First Aid, and an appropriate first-aid kit, provided by the Hirer, is available at all times.
43. Smoking and spitting is not permitted anywhere on the premises or within the grounds.
44. The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.
45. No alterations or additions to electrical installations may be made.
46. No open fires, barbecues, candles or unauthorised electrical equipment may be used, unless prior special permission has been obtained.
47. No indecent or immoral activity is permitted.
48. Noise levels must be kept to a reasonable level at all times.

Conditions of Use - Refreshments and Catering

49. Refreshments may only be served with permission of the Principal in designated suitable areas of the school and provided satisfactory and hygienic arrangements can be made for serving and consumption in accordance with current regulations.
50. Alcohol may not be brought onto, or consumed on, the premises or in the grounds, except by prior approval of the Principal.

51. The school Kitchen may only be used by a prior special agreement and provided that the Catering Manager or a member of their staff is available to supervise the use. The cost of the use of the kitchen will be agreed in advance and will include the cost of the school catering staff in attendance as well as the cost of any additional washing-up and cleaning.

Conditions of Hire - Insurance

52. The Hirer or the organisation, club or group must have adequate Public Liability insurance with a minimum indemnity of £2,000,000 for each and every claim, including insurance cover for trips and activities off the premises that take place during the time of the letting, and the Hirer shall agree to indemnify the Company against any claim other than that arising out of the negligence of the school.
53. The Hirer shall produce evidence of the insurance such as the certificates of insurance and policy for inspection by the Principal prior to the letting.

Fees and Charges

54. The Company will determine the scale of fees and charges and review them annually.
55. The current scale of fees and charges for Mulberry Academy London Dock attached as an annex to this policy (Appendix 2).

Administration of Lettings and Bookings

56. The letting Booking Forms, formal Hire Agreement and a copy of the letting regulations and conditions can be obtained from the school office.

57. The Lettings Booking Form must be completed in full and should be completed and submitted to the Lettings Manager at the school at least 4 weeks in advance of the date of the letting.
58. The school will confirm whether or not the date and facilities required are available and if so inform the Hirer of the cost of the letting and the amount of any deposit required for securing the letting.
59. The School will also inform the Hirer of the need for any additional documentation to support the letting, such as evidence of insurance or qualifications or DBS certificates in respect of the Hirer or other persons.
60. The letting will be formally confirmed when the original Lettings Booking Form is signed by the school bursar or the headteacher and a copy of the form signed by both parties accepting the formal agreement for the hire is returned to the Hirer.
61. Payment in full for the letting is required 2 weeks in advance of the date of the letting and should be paid by cheque made payable to Mulberry Stepney Green Schools.
62. If the Hirer cancels the letting between 48 – 24 hours' notice, a 50% charge of the original letting fee will apply. If less than 24 hours' notice, a 100% charge of the letting fee will apply.
63. If the letting includes additional special provisions or facilities these will be set out in a separate letter to the Hirer and be attached to the Lettings Booking Form.

64. **Conditions applying to Block Bookings of the Sports Centre**

a) Block bookings can only be accepted for a minimum period of 1 month and a maximum period of 3 months.

b) Block bookings for Mulberry Academy London Dock can be made at the between 5.00 p.m. and 10.00 p.m. on Mondays to Fridays, or by emailing the School @ info@mulberrylondondock.org

c) Payment for block bookings must be received monthly in advance.

d) Payment for block bookings must be made by BACS or by cheque payable to the school.

e) Any dates not used or cancelled from any block booking cannot be reimbursed or credited towards future bookings.

f) The Sports Centre Recreation Manager, acting on behalf of the Company, has the discretion not to renew a block booking.

The Company reserves the right to review these terms and conditions should the necessity arise.

APPENDIX 1

Mulberry Schools Trust ("the Company") **LETTINGS**

BOOKING FORM & FORMAL HIRE AGREEMENT

APPLICATION FOR THE HIRE OF FACILITIES & ACCESS TO THE PREMISES

DATES & FACILITIES REQUIRED – Please provide full details	
Date(s) required or details of regular booking etc.	....
Times required including time to prepare and complete activity:	....
Facilities required:	Main School Building ☐ Sports Hall ☐ Use of Grounds ☐ **Please ☐ a box or boxes**. Please list the facilities required. ....
Purpose of Hire and full details of activities to be undertaken including any charges made	Purpose of Hire: .... Details of Activities: ....
Maximum numberof adults and young people thatwill be attending.	Number of Adults over 21 ..... and over 18 ..... Number of Children ..... Age range of children .....

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NAME & DETAILS OF THE HIRER – Please provide full details	
Name of Organisation	……
Name of Hirer	…… **This must be a named person over 21 years of age and not an organisation.**
Full Postal Address of Organisation	…… …… …… email address:
Telephone Numbers of Organisation	…… ……
Full Postal Address of Hirer	…… …… …… email address: ……
Telephone Numbers of Hirer	Work: Home Mobile:

DETAILS OF ANY SPECIAL REQUIREMENTS AND QUALIFICATIONS OF RESPONSIBLE ADULTS	
Special Requirements	....
List the full names of all adults with their qualifications only if this is appropriate for the activities to be undertaken or the booking involves children	....

ACCEPTANCE & CONFIRMATION OF THIS FORMAL HIRE AGREEMENT

Declaration and acceptance of this formal hire agreement by the Hirer
I have read and agree to abide by the Lettings Regulations & Conditions of Hire and Use, as setout by the Company, relating to the hire of facilities as requested above.

Signed: .....Name: ..... Date: .....

Position in Organisation:
.....

This Booking is accepted and confirmed as a formal hire agreement between the Hirer and theCompany.

Signed: ..... Name: .....

Date: .....

Position:_____**for and on behalf of the Company**

APPENDIX 2

6 Virginia Street
London, E1W 2AD

SCALE OF FEES AND CHARGES:
Effective from January 2025

School telephone number: 020 3745 8080
Email: info@mulberrylondondock.org

Hire Charges – Main Building

1. Rooms - £30 per hour
2. Theatre - £60 per hour
3. Drama studio - £50 per hour
4. Activity/Dance Studio - £50 per hour

Hire Charges – Sports Hall

Per one court - £15ph

Facilities

Main Sports Hall - £50 per hour
Roof Top Pitch - £50 per hour
Playground – £40 per hour

Activities
Judo
Badminton
Volleyball
Basketball
Netball
Cricket
Table-tennis
Gymnastics
Football
Art Productions
Drama Clubs
Debating Clubs
Keep fit Classes
Other Clubs as requested

Times available for community use

Monday to Friday: indoor facilities 17:00 to 22:00

Monday to Friday Roof Top Pitch 17:00 to 21:00

Saturday to Sunday: 09:00 to 21:00