



Trust Lettings Policy

This policy is applicable to our current schools, Khalsa Secondary Academy (KSA), ATAM and The Khalsa Academy Wolverhampton and for any further schools we open.

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1 Introduction

The Trust is keen to see that the premises at our schools are used for the benefit of the local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all. This policy outlines the policy in regards to general lettings and religious events lettings. It sets out the facilities available, the charges and the responsibilities of the schools and the users when the school premises are being hired.

Some of our schools have a Darbar Sahib (Spiritual Hall) with the presence of Guru Granth Sahib Ji (Sikh scriptures revered as the embodiment of God). In accordance with Sikh Rehat Maryada (Sikh Code of Conduct and Protocols from Akal Takht Sahib, Amritsar, Punjab) there are certain restrictions which the school and any lettings must adhere to.

The use of our school premises at all times is under the control of the Trust. The school has to consult the KAT Board in the event of any letting that is politically or religiously sensitive. The KAT Board ultimately retains the right to the decision of any letting.

Our lettings operate within the KAT equality policy, which applies to all KAT schools.

The *Sex Discrimination Act 1985 and the *Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the *Representation of the People Act 2000) the school will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises, the school will also have regard to the school Sikh ethos, the likelihood of any damage being caused to the premises, or neighbouring premises, any nuisance that may arise, and reputational damage as a result of accepting any booking. The final decision on compliance lies with the Board.

2 Usage Criteria

The students and staff of the schools are the prime users of the school's facilities, and as such will be given priority over all external users.

When making external bookings, the meeting of the objectives of the 'School Community Plan' will be the key criteria. The objectives are as follows:

To enable staff, students, community groups and private individuals to have year-round access to the Darbar Sahib and other facilities.

To enable staff, students and community groups to have year-round access to facilities which promote health (spiritual and physical), community service, learning and achievement.

All income and expenditure generated through the weekday during term time will be allocated to the relevant school. The use of these funds are at the discretion by the school headteacher for school resources and for the benefit of our students.

Any income and expenditure generated at weekends or during holidays will be allocated to the Trust and use of these funds are at the discretion of the Trust.

3 Protocols and Rules for use of a School Gurdwara

Khalsa Academies Trust is governed by the Sikh Rehat Maryada as set by the Akal Takht, the highest temporal authority of the Sikhs. ALL ceremonies must be performed strictly according to the Sikh Rehat Maryada.

Only the Sikh Rehat Maryada as defined by Sri Akal Takht Sahib, shall be followed and promoted within the Gurdwara Sahib.

No Sants, Babas, Bibis or sects, such as Nam Dharis, Nirankaris, Radha Swamis, Noormehlia, Sacha Sauda, Darshan Das, etc., will be allowed to promote themselves within the Gurdwara Sahib.

At no time will any other faith prayers or functions be allowed to be held in the Gurdwara Sahib. The Gurdwara Sahib will only be used for the accommodation of Sri Guru Granth Sahib Ji. At no time may the hall be used for any other purpose or any activity which could compromise respect of Sri Guru Granth Sahib Ji.

Any Saroop of Sri Guru Granth Sahib Ji in the Gurdwara Sahib shall not be taken to an external place where any disrespect could take place, such as Pubs, Bars, Halls, Clubs, or any other establishment which the Trust deem to be unacceptable.

Due to respect of Sri Guru Granth Sahib Ji no dancing, consumption of /or carrying of intoxicants (E.g. alcohol, drugs, tobacco, etc.) or meat/eggs (or products containing the same) shall be allowed onto the school premises.

No political parties will be allowed to make any speeches that promote their policies or influence their political means.

No individual will be allowed to propagate or criticise any other political parties.

No individual or party is allowed to make any political speeches or statements of any kind, unless authorised by the Trust.

No individual or group is allowed to promote themselves on the stage, without prior authorisation of the Trust.

All requests from the public or other parties outside these policies must be authorised by the Trust in writing.

No criticism should be made about any individual or groups in the Gurdwara Sahib facilities. This also extends to include caste, race, sexual orientation, religion, disability, age, etc.

During school time, the Gurdwara Sahib will be managed by the headteacher in conjunction with the school Granthi. The headteacher and Granthi will be responsible to the Trust.

After school hours, weekends and holidays, the Gurdwara Sahib will be managed by the Trust or its representatives such as the events officer/Granthi who are responsible to the Trust.

Any events, programmes, functions to be held in the Gurdwara Sahib outside school time shall be stage-managed by the events officer/Granthi or the Trust.

If any individual or party using the facilities of the Gurdwara Sahib wish to speak on stage, they

must obtain prior permission from the Trust to do so. The content of any such speech or any material to be distributed has to be approved by the Trust Board.

Any activities that conflict with the Sikh Rehat Maryada will be deemed against the principles of the school, and the Sikh faith and so must cease immediately.

Any individual or group who deliberately violates these codes of practice on the school premises will be expelled and or permanently suspended from entry to the school grounds.

Any member of the school (children, parents, staff, trustees or governors) who deliberately violate these codes of practice will be removed from the premises of the school and /or dismissed from any post held within the school.

Appendix 1 – Detailed Terms and Conditions of Lettings

1 CONDITIONS OF USE

1.1 DEFINITIONS:

KAT is the Khalsa Academies Trust

The hirer is the person who has signed the application to hire form.

The hired area is that part of the school premises to be used by the hirer described in the application to hire form.

1.2 GENERAL

Use of school premises for a letting must be agreed in advance by both the hirer and the school. A letting is only confirmed after the school has received a fully completed and signed application form, and is satisfied that all conditions of the letting will be met as evidenced by the return of the application form.

Failure to comply with these conditions may result in hire agreements being cancelled immediately.

The hirer recognises that school use of the premises takes priority when necessary and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Further, essential maintenance works can only take place during school holidays, and these may lead to premises being unavailable at certain times. The school will give as much notice as possible when these affect the hire.

The hirer should show consideration to the school Sikh ethos, other hirers, school staff and students on-site, and be cooperative when using shared spaces, e.g. playgrounds, car parks.

Fees for hiring school premises shall be in accordance with the scale of charges determined by the school, subject to revision from time to time by the school, as it sees fit. Further charges may be levied if additional costs are incurred as a direct consequence of the letting.

When the hired area is only part of the educational premises, access is restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the school may prescribe if different or other areas are used.

Access to the hired area shall also be restricted to the hours stated and agreed on the lettings form (i.e. the hirer should not have access prior to or after the stated time). The hirer shall be liable to pay additional fees as prescribed by the school if the hirer uses the hired area outside the agreed times. The period of hire includes any setup and dismantling time. All hirers must remain outside the hired area until it is vacated by the previous session's hirer (if any).

The sub-letting of any school facilities is prohibited. Only people associated with the letting are allowed on site. The hirer is responsible for controlling entry to the facility by all visitors, and on completion of the letting must ensure the facility is secure (e.g. shutting windows).

No animals other than guide dogs are allowed on the school site.

The hirer shall be required to pay for any breakage, losses or damage to property or equipment or anything belonging to the school caused by the hirer, or any persons connected with the hirer.

The hirer shall be responsible for the behaviour and conduct of all people (event guests, members of a club, general public, employees, etc.) who come onto school premises for their letting.

The school is aware of the sentiments of having Guru Granth Sahib Ji on-site and require the hirer to respect and accommodate this. The school is aware that we are a member of the community. As such we take our responsibilities to our neighbours very seriously and require all users of our premises to do the same. We would particularly emphasise the importance of maintaining low noise levels and avoiding parking where this may inconvenience local residents.

The hirer will be permitted to use official parking areas on the school site during the period of the

letting. However, there are areas of the school where parking is not allowed for safety and other reasons, and these areas must not be used. Vehicles must not be left on the school site outside of the period of the letting; to do so will risk vehicles being locked in at the end of the letting period. The school accepts no responsibility for vehicles parked on school premises: any damage or theft to cars is entirely at the owners' risk.

Motor vehicles must not be taken on to school playing fields except in an emergency.

School or Trust staff on duty during any letting have authority delegated by the Trust to implement these conditions of letting, together with any special conditions which may be agreed in writing with the hirer. They are only authorised to approve the use of facilities (including rooms and equipment) which are part of the agreement and which have been made in writing in advance. Representatives of the school/Trust shall, at all times, have free access to the facilities for the purpose of inspection.

School staff will monitor the facilities, but neither they nor the school/Trust shall be responsible in any way for property, belongings, or vehicles, which are on-site for this letting.

The facilities shall not be used for any purpose other than that for which permission has been granted.

No highly inflammable substances/materials or dangerous equipment shall be used on the premises.

The hirer shall be responsible for leaving any facility hired by them in a clean and tidy state ready for school use. If there are difficulties in achieving this, the school should be notified in advance in order for a quotation to be given for cleaning staff to be available. Should the facility not be left in a tidy state, the school reserves the right to bring in necessary cleaning staff and charge their costs to the hirer. The agreement that the facility is in a satisfactory state will be given by the member of school/Trust staff who is on duty for the letting.

The school shall not be responsible for the death or injury to any person connected in any way with the letting.

The *Health and Safety at Work Act 1974 impose duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities, and the means of access to and from these, are safe and without risk to health.

It is advisable to have a trained first aider on-site for the duration of the letting.

1.3 ADDITIONAL PROVISIONS RELATING TO THE HIRE OF SCHOOL BUILDINGS INCLUDING CLASSROOMS AND HALLS

- Intoxicating liquor or substances will not be sold or supplied on school premises. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises.
- Food brought into and consumed on-site must be in line with the school Sikh ethos. The school adheres to the concept of Langar, which will be vegetarian, including no eggs or fish too. Hirers should not eat or drink in specialist rooms which include the gymnasium, drama studio and computer rooms.
- Smoking is not permitted within any part of the school or school grounds. This includes e-cigarettes.
- The user should be aware of the appropriate action to be taken in the event of a fire or other emergency. A *risk assessment may need to be completed by the user. The School's Site Manager/Caretaker will consider the risks and proposed controls and be satisfied that the activity does not present an unacceptable level of risk.
- On days when school is in session, no article (such as event equipment, tables, flowers, etc.) may be delivered at the school before 3.30 p.m. on the day of use, unless arrangements are made with the Trust Events Officer for their earlier delivery. The number of persons using the premises shall not exceed the number authorised.
- No guarantee is given in respect of the number of chairs/ tables available. No transfer whatsoever of furniture may be made from one school to another. The hirer may only use school furniture, or school equipment which is located in the area hired - i.e. equipment/ furniture is not to be moved from other parts of the school without permission in writing.
- The charge payable by the hirer includes an amount to cover payment for standard caretaking duties. The user is expected to adhere to the agreed times or, subject to a member of the site staff being available, be prepared to pay additional overtime. If additional work (such as moving furniture to or from a specific room/ area or a particular layout) is required, whether foreseen or not at the time of booking, the user will be required to meet the extra costs, which will incur VAT on the total charge. It cannot be assumed that staff will be available unless a prior agreement has been made.
- Sometimes the hirer requires furniture and or equipment to be laid out in a particular way for their activity. Such layouts are the responsibility of the hirer together with the reinstatement of the furniture/equipment to its original position.
- Any electrical goods bought into school by the hirer by prior agreement shall have a valid PAT test label attached.
- Any measures for the conservation of, and economy in, fuel consumption at school shall be rigidly enforced.
- School stage lighting, audio and visual equipment may be used only with written permission from the school.

- No landlord and tenant relationship shall be created.
- Hire of the Gurdwara (Spiritual Temple) is governed by the rules and protocols contained.

2 TERMS AND CONDITIONS

All terms and conditions set out below must be adhered to, and the hirer shall comply with any reasonable instructions given by the school.

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.

The Trust has delegated the responsibility for lettings to the Trust events officer. A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires, and any lettings refused.

2.1 DEFINITION OF SCHOOL LETTINGS

A letting is defined as 'any use of the school building and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, LAB meetings or where pupils are supervised by school staff, are considered school-related and do not require a letting agreement.

2.2 USE AND ACCESS

The premises shall only be used for the purpose and times agreed by the school. No facility must be sub-let or reassigned to any other organisation or individual.

The hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

The school retains the right to access the premises at all times during the letting period.

2.3 HEALTH AND SAFETY

Under the *Health and Safety at Work Act 1974, the employer is responsible for the health and safety for employees and others who are on the premises. The school will follow the health and safety guidance below for all lettings:

THE HIRER SHALL ENSURE THAT:

1. The number of persons present during the letting does not exceed the number agreed by the school.
2. The school and the hirer must ensure that the premises are suitable for the intended use.
3. The school and the hirer must agree on the extent of the use of premises and equipment.
4. The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.

5. Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate. The school will ensure that the means of access and are safe for the hirer. The hirer must ensure that this is maintained during the letting.
6. The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
7. The school will provide the hirer with details of emergency procedures, e.g. action to be taken on discovering a fire, fire evacuation etc.
8. The hirer must make suitable arrangements for first aid.
9. The school's delegated representative will check that the premises have been left in a safe condition.

2.4 INSURANCE

The school/Trust cannot, under any circumstances, accept responsibility or liability in respect of any damage to or loss of property whatsoever, by the hirer or persons attending the function. The hirer must ensure they have insurance to cover public liability, as the booking is not covered by the school's insurance. The hirer shall indemnify the school and Trust against all actions, proceeding, claims and demands whatsoever which may arise as a result of hiring.

No item shall be brought onto the premises, which is likely to cause damage to the structure, finish and covering of the building.

The hirer will accept full responsibility for any damage during letting and/or the cost of making

good any damage which occurs during the letting.

All facilities must be left in a clean and reasonable condition otherwise any additional costs arising from the need to clean such facilities shall be an additional cost incurred by the hirer.

3 BOOKING PROCEDURE

- 3.1 Applicants should fill in an application/booking form and return to the school representative.
- 3.2 The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
- 3.3 By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
- 3.4 A signed application does not guarantee the booking will be granted.
- 3.5 Where the application for a let is accepted, the applicant will be sent an email/letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
- 3.6 To confirm the booking, a £200 deposit will be required for an Anand Karaj (Wedding) and a £100 deposit for other booking or Paath, within seven days of receiving the contract...

3.7 This deposit is required to cover damage or any other costs incurred. All deposits will be refunded 28 days after your event, providing the contract has been adhered to.

3.8 To confirm the booking agreement, the hirer must pay the booking invoice, in full, 28 days prior to the date of the let and ensure that they receive a receipt of payment. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.

4. CHARGING

If the premises are not vacated by the end of the hiring period, a penalty charge will be levied for each hour after the end of the hiring period.

5. CANCELLATION

5.1 Bookings cancelled by the hirer with 21 or more working days' notice - entitled to a full refund of the paid fee excluding the deposit.

5.2 Bookings cancelled by the hirer between 10 to 20 working days' notice – entitles the hirer to 50% refund of the remainder of the paid letting, excluding the deposit.

5.3 Bookings cancelled by the hirer with less than ten working days' notice – no refund of the paid fee, however, the deposit will be refunded as a gesture of goodwill.

5.4 The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

5.5 Should the hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

5.6 Where a cancellation is made by the school, the hirer will be entitled to a full refund. The school will endeavour to notify the hirer at the earliest possible moment; however, no guarantee period of notice can be offered. Regardless of when a notification is given to the hirer, the hirer will not be entitled to any compensation.

APPENDIX B – Booking form for Religious and other Events at School

BOOKING FORM FOR RELIGIOUS AND OTHER EVENTS AT THE SCHOOL

(Please use BLOCKCAPITALS)

Hirer details:			
Contact name:			
Address of Hirer:			
Contact Number(s)			
Email Address:			
Please provide relevant information			
Event Details			
Religious Ceremony	Do you require us to book the Granthi Yes No If you have answered No, please provide contact details of the Granthi you are using: Name: Contact No: Please provide the name of the Kirtani Jatha you are using: Name: Contact No:		
	We kindly request you familiarise yourself with the conditions within this contract		
Date of Hire:		Start Time:	End time:
Total Number of guests:		Lift access:	Yes No
Deposit Payment of		Total Payment of	Required by: Payment due
Bookings times must allow sufficient time for preparation and clearing away before and after the event.			

Facility Required		

Equipment Required:	
Other Arrangements:	
The school 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. Any electrical goods brought in by the hirer must have a valid PAT test label.	

Will refreshments be served?	YES	NO
Name of recommended caterer being used :		
Do you require use of school tables & chairs	Yes	No
		Hiring seating externally
Please note; a one of charge will be levied for kitchen use if preparing your own Langar or other food. This must be agreed in advance.		
Will the letting involve decorating the venue?	Yes	No
Name of recommended Decor company being used:		
Please provide a brief description of the areas being decorated:		

On behalf of Khalsa Academies Trust, we thank you for selecting us for your special occasion.

I have read and accept the terms and conditions and confirm that I am over the age of 18. I confirm the ceremony performed will follow the Sikh Rehat Maryada as defined by Sri Akal Takht Sahib

Signed (hirer): Date:

Full name (hirer):

You will be sent confirmation of whether this application has been accepted or declined by post or email.

PLEASE RETURN THE SIGNED FORM TO:

School

(School Use Only)

This application for letting is ACCEPTED/ DECLINED

Signed (School):

Name:

Date: Position:

No letting will be regarded as booked until the relevant deposit and booking fee is received in full, all requested paperwork has been submitted and a signed approval letter is issued by the school.

