



Lettings and Community Use Policy and Procedure for all Trust schools

This policy was approved as follows:

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ULT LETTINGS AND COMMUNITY USAGE POLICY

1.0 Introduction

The Trust Board regards each of Uttoxeter Learning Trust school's buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Trustees welcome the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust Board acknowledges that extended services, including community services, support and complement the main teaching and learning activity within all Trust schools and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

This handbook outlines the Trust policy concerning letting. It sets out the type of facilities available, the charges and the responsibilities of the Local Governing Body, which has delegated power over their individual school lettings, and the responsibilities of the users when the premises are hired.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Trust will not let any school premise 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 school premises Local Governing Bodies will also have regard to the likelihood of any damage being caused to any Trust premise, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, Local Governing Bodies reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in the Conditions of Let document, which will be sent out with all application forms.

The final decision on compliance lies with the Local Governing Body of the educational premises.

Each 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 an outside organisation must be reimbursed to the School's budget.

2.0 Definitions

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), a commercial organisation (such as the local branch of 'Weight Watchers') or a private organisation (such as a pre and after school club)". A letting must not

interfere with the primary activity of the School, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by School staff, fall within the corporate life of the School. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget.

- Trust means Uttoxeter Learning Trust or its authorised representative.
- Governors mean the Local Governing Body of the school or its authorised representative.
- 'Educational premises' means the school's premises named in the application to hire form.
- 'Hired area' means that part of the educational premises to be used by the hirer described in the application to hire form.
- 'The hirer' means the person who has signed the application to hire form.

3.0 Conditions of Booking

All applications for the hire of educational premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable to the hirer. **IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF THE HIRE.**

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 school and the hirer. This agreement is exclusively between the school and the hirer and cannot be transferred to a third party.

If a particular letting involves contact with the school's pupils or other young people then,

- Any organisation submitting a lettings application involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place concerning safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Local Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Local Governing Body will require Enhanced Disclosure Barring Service checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Local Governing Body may agree to obtain List 99 / DBS clearances on behalf of a hirer (DBS checks would require a minimum of one-half-term advance notice) through the Local Authority Services and charge the results costs to the hirer.
- The Local Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- Where the activity is for example an after-school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

The Local Governing Body reserves the right to refuse any application to hire premises without stating reasons for doing so.

Use of all educational premises will be granted at the discretion of the Local Governing Body provided that the use does not interfere with the school's requirements for educational purposes and that the stated objectives of the user are acceptable to the school.

Fees for hiring school premises shall be in accordance with the scale of charges determined by the Trust, subject to revision from time to time by the Trust 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 Governors may prescribe if different or additional areas are used.

Access to the hired area shall also be restricted to the hours stated and agreed on the letting's 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 Governors if the hired area is used by the hirer outside the agreed times.

There shall be no variation to these conditions of hire without the prior agreement of the Governing Body.

No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The hirer is responsible for all the payment of any appropriate fee.

The hirer shall indemnify the Local Governing Body against any infringement of copyright which may occur during the hiring.

The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such a licence is in force in respect of the premises.

The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.

The hired premises shall not be used for the sale or display of goods or services, or any public entertainment, without the prior written approval of the Governing Body.

Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching this condition, the hire agreement shall be cancelled and the fees paid shall be forfeited.

Smoking is not allowed in any part of the school during the period of a let. The policy has been introduced in response to significant developments around the health of employees at work and guidance from the Health & Safety Executive about providing a smoke-free environment for non-smokers. No staff, visitors or clients will be allowed to smoke within any educational premises. Failure to comply with the law is a criminal offence. Individuals may be fined a fixed penalty of £50 for smoking in no-smoking premises.

The user or person in control of any group using no-smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no-smoking premises.

No film or video shall be shown on the hired premises unless at least seven days' notice, in writing, stating the title and the subject matter of the film, has been given to the Head Teacher, who acts on behalf of the Governors may require the hirer to give a preview of the film to such persons as directed.

The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and way out thereto is suitable for the proposed use by the hirer and are safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises and making sure they communicate this information to everyone in their care. Details can normally be obtained from the school staff upon hiring premises.

Persons in charge should be aware of the location of the nearest telephone in case the school telephone is not immediately available. It is the responsibility of the hirer to arrange for First Aid Facilities / Personnel throughout the duration of the event.

No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.

The hirer shall be liable for all damage howsoever and by whomever caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the Local Governing Body. The Governors shall be the sole judge of the damage done and the amount thereof.

The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Governors.

The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.

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

The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the school site shall be arranged to ensure entry for emergency vehicles at all times.

The Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.

There shall be no variations in the conditions of a regular Hire Agreement without the approval of the Head Teacher. Failure to comply with these conditions may incur additional charges.

The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.

The use of shoes with stiletto heels is prohibited and the hirer shall ensure that the users are not permitted to wear this type of footwear on the premises.

The hire of premises does not include the use of any school equipment within the premises. No such equipment shall be hired out without the written approval of the Headteacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.

When kitchens at schools are used, a member of the School Meals Staff must be on duty in a supervisory role and a charge relating to the actual cost involved will be levied by the School. The use of school crockery

and cutlery is not permitted. The use of a kitchen means the use of ovens for warming purposes and hobs for heating purposes and sinks. The use of any other school equipment, including cutlery and crockery, is not permitted. No catering equipment other than cutlery, crockery and cooking utensils may be brought in and used in school kitchens

Any notice, demand or request by the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.

The hirer shall not sublet or assign the hired premises or any part thereof. Should he do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.

The hirer shall be responsible for the provision of all first aid equipment as required for the hire and will be expected to show evidence of this to school office staff.

4.0 Public Liability Insurance

The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Local Governing Body. The hirer should be fully insured to cover such claims as may arise under such liability and should secure Public Liability Insurance prior to any hiring taking place. A copy of the insurance schedule must be provided at the time of application.

A Public Liability Insurance certificate will be enclosed with the application

The hirer is responsible for any damage to the school's property as a direct result of the event taking place and for the conduct of the members of the organisation/club during the period of use. Repairs required as a result of wilful damage by members will be charged to the hirer

The Governors will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever including motor vehicles placed or left upon the premises by the hirer or for the hirer's use of purposes, including any damage or loss by fire.

I have read the above conditions and accept that they control the hire by me of the premises described in my application form.

Signed

Date

Address.....

.....

.....

On behalf of (Organisation)

5.0 Application To Hire Premises

Name of Body making application:

Please state briefly the aims of your organisation:

Contact Details

Contact name:	Address:
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Telephone:	Postcode
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Mobile:	Postcode
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Email address:

Nature of Letting:
(Meeting, Concert, etc.)

Number of persons to use the accommodation:
(Please state whether adults or children under 16)

Details of Letting:
(Please state proposed activities)

Accommodation Required:
(please be specific- hall, classroom, playground etc)

Which Day(s): Monday Tuesday Wednesday Thursday Friday Saturday Sunday
(Delete those NOT required)

Date of Letting period: From _____ To _____ (inclusive)

Time of Letting: From _____ am/pm To _____ am/pm (inclusive)

Total number of day's premises required? (for THIS letting)

Will school equipment be required? Please specify

Is an electrical point required?
If so, please give details of the apparatus to be used.

Method of Payment: BACS / CASH / CHEQUE (delete where appropriate)
Cheques made payable to

For school use

Date	No/s	Room/s Booked	Time from	Time to	Hours/Days	Amount Payable
					Plus VAT	
					Total	



Application to Hire Premises continued

To the Local Governing Body of _____ School

I _____ (please print name)

of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above-stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand as a hirer it is essential that I have adequate Public Liability Insurance in place for the use of any of the school premises and can produce appropriate documentation that reflects this with this application.

I / We already have Public Liability Insurance (Tick if you have Public Liability Insurance or are covered by another policy)

By ticking the box above, the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and can provide a copy of the insurance certificate to The Governors.

I understand I must give immediate notice in writing, to Trust Board Directors, C/O Uttoxeter Learning Trust, Thomas Alleyne's High School, Dove Bank, Uttoxeter, Staffordshire. ST14 8DU of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Chair of Governors of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Local Governing Body and Trust from and against all loss, damage, costs, claims, demands, expenses or charges that the Local Governing Body or Trust may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Local Governing Body or Trust or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Local Governing Body or Trust on demand at the school office or Trust's principal offices at Thomas Alleyne's High School, all such sums as may be payable by reason of this indemnity.

Signature of Applicant:

Job Title: _____ Telephone No: _____

Email: _____ Date _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated in the agreement.

6.0 Statement of Hiring Principle for Out-of-School Hours Care Provision

The Local Governing Body of each school may wish to create or support a group to develop out of schools hours, wrap around care provision to support parents and provide a facility for those children whom the headteacher feels needs out of such care. Each local governing body may vary the conditions of the letting for the care provision which will be assessed on a case-by-case basis.

Each school may choose to reduce the leasing fees to ensure a consistent and continuous care provision for parents. This will only be the case during normal opening hours. Hours that are out of normal school opening hours will be subject to the normal hire rates of the school.

The headteacher and senior leadership team should meet at least termly with the proviso to identify school-run clubs planned for the term and share this information with the care provider so there is minimal disruption to the places offered by the care provider.

The headteacher and senior leadership team will meet termly to identify potential pupils that would benefit from care provision and arrange to discuss this with the care provider to see what support can be given.

Conditions of Hire for Care Provider NOT Part Of The School

1. Each care provider must have at least a good grade from Ofsted Inspection
2. The headteacher reserves the right to comment and request improvements of the care provider for the children of the school.
3. The care provider must share the annual charging policy it intends to offer parents for care provision with the local governing body of the school for formal review. The Local Governing Body reserves the right to withdraw support for the lease/hirer if pricing disadvantages any groups of children.
4. The Local Governing Body expects the care provider to provide the maximum number of spaces available for parents at the school and this should include an annual number of reserved places for new starters to the school.
5. The headteacher and governing body request a four-week consultation period of all changes to conditions for parents to ensure the changes still meet with school's aims and policy.
6. The care provider will attend annual induction events for new parents to share and explain the provision available to them.
7. It would be expected that the care provider uses only equipment belonging to the care provider for all activities associated with the care being offered. Storage space would be made available however, storage containers used would be at the expense of the care provider and the school would not be held responsible for any loss or damage to those containers whilst on school property.

Terms of Notice

Cancellation and terms of notice for such a provision as wrap-around care or swimming lessons are different to that of a normal letting due to the long-term nature of the agreement and the type of provision it offers. Therefore, each party involved i.e. the school and the organisational provider will agree to a two-term notice period for cancellation in writing.

7.0 PRICE LIST FOR ALL LETTINGS

From September 2024

Current lettings will remain the same until August 2026 when they will be reviewed.

Rates below indicate rate per hour.

Area of letting	Mon – Thurs	Fri/Sat/Sun	Max Capacity
		Public holidays	
Theatre	£50	£70	150
Ede Studio	£50	£70	50
Sports Hall (Not including climbing wall/nets)	£50	£70	40
Cricket Nets (Not exclusive use of Sports Hall)	£50	£50	40
Pavilion Gym	£30	£30	10
Swimming pool	£60	£60	20
Classroom - any size	£20	£25	30
Canteen area (no catering facilities)	£50	£70	80

Nursery

£2,000.00 per term

8.0 BOOKING PROCEDURES

1. Applicants should fill in an application/booking form within the Letting and Community Use policy and return it to the school office for processing.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of the Trust’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where more than one booking application is made for the same facility use then a scoring system will be applied to inform the selection process (see Appendix B).
6. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
7. The School Business Manager and/or Premises Officer will check all associated arrangements identified in this document are in place.
8. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.

9. Hirers will attach proof of adequate public liability insurance to the application form or visit the school office with the certificate so a photocopy can be taken for their records.

9.0 BOOKING TIMES

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
3. The availability of the premises is negotiable. Please contact the school to find out the current hours of access.

10.0 CANCELLATION

1. The school must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the school at least 4 weeks prior to the date of the let, any charges will be refunded in full apart from a £5.00 administration charge for prior work undertaken by the school in processing the application. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
5. Where a cancellation is made by the Local Governing Body of the school, the hirer will be entitled to a full refund. The Local Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

- a. The above conditions apply for cancellation of total or part of a standard booking. Cancellation and terms of notice for a longer term let (more than a school term), such as a wrap-around care provider or a swimming lesson provider, they will be subject to enhanced notice periods. See section 6.0.
- b. Where the Hirer makes a permanent cancellation during a short-term (less than a school term) letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.

11.0 COMPLAINTS PROCEDURE

What if the school has a complaint about our organisation/group?

If the school has concerns about a let the following procedures will be followed:

1. A representative of the Local Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

What if I, as the Hirer, have a complaint about my let or booking agreement?

If you, as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to the named representative of the Local Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Local Governing Body through the Head teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened).
4. If still unresolved, the matter will be taken to the next full meeting of the Local Governing Body and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

What if a third party complains?

1. If the school receive a complaint from a third party, the Local Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Local Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Local Governing Body explaining the final outcome.

12.0 APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Local Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Local Governing Body.
4. The Local Governing Body's decision is final.

Appendix A

BOOKING PROCEDURE CHECKLIST

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive the completed application form (mark date of receipt).
3. Assess the suitability of the applicant.
4. Check DBS requirements and any first aid provisions.
5. Check Public liability Insurance provides adequate cover (minimum £5million) and is by a reputable company
6. Check availability of premises.
7. Check the availability of premises staff.
8. Book let into diary with hirer's contact number and email.
9. Send the invoice for booking.
10. Receipt of deposit/payment in full.
11. Send receipt of payment to the hirer.
12. Receive any outstanding payment (where in two stages).
13. Confirm booking in diary.
14. Send receipt to hirer and confirmation of booking.
15. Process payment

Appendix B

Hiring of School Facility - Organisation Evaluation Scoring Form

Hire Details:

Name of organisation/contact:

Details of Letting:

Capacity and Suitability (30 points):

Adequacy of the venue size for the event	/10
Suitability of the facilities for the planned activities	/10
Accessibility and convenience for attendees	/10
Total Score	/30

Cost (20 points):

Affordability and transparency of pricing	/10
Inclusion of any additional fees or hidden costs	/10
Total Score	/20

Experience and Reputation (20 points):

Previous successful events hosted by the company	/10
Positive references or testimonials from previous clients	/10
Total Score	/20

School Impact(20 points):

Support staff needed for setup, coordination, and troubleshooting	/10
Additional cleaning and clearing up needed after activities by school staff	/10
Total Score	/20

Sustainability Practices (5 points):

Environmentally friendly practices, such as waste reduction and energy efficiency	/10
Total Score	/10

Overall Score	/100
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Comments/Notes:

- Additional comments on strengths and weaknesses
- Any outstanding concerns or considerations

Evaluator Information:

Evaluator Name: _____

Date of Evaluation _____

Signature: _____

This form allows for a detailed assessment of each criterion and provides a standardised scoring system for evaluating and comparing any organisations requesting to hire a schools facilities.