

INSERT NAME Academy - Lettings Policy

Introduction

The Academy Trust regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the school and Academy Trust is to ensure the provision of the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (e.g., local music group or football team), or a commercial organisation (e.g., ‘Weight Watchers’)”. 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, Governor /Academy Trust meetings and extra-curricular activities of pupils 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.

Charges for a Letting

The Academy Trust is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting).
- ◆ Cost of staffing (additional security, caretaking, and cleaning) - including “on-costs”.
- ◆ Cost of administration.
- ◆ Cost of “wear and tear”.
- ◆ Cost of use of school equipment (if applicable).
- ◆ Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually for implementation from the beginning of the next financial year. Current charges will be provided in advance of any letting being agreed.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings working in conjunction with the Executive Business Manager. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If there are any concerns about whether a particular request for a letting is appropriate or not, the head teacher is empowered to determine the issue.

Safeguarding and Child Protection

The Academy Trust is responsible for ensuring that the school has effective policies and procedures for safeguarding children and young people (S.175 Education Act 2002). Where school premises are let to other organisations, and children/young people participate in the business/service of the hirer (i.e., they are on site during the specified times of hiring), the Academy Trust will seek written assurance that the

hirer has appropriate policies and procedures in place regarding safeguarding children and child protection. Most importantly in these circumstances, the Academy Trust will require written assurance from the hirer that all those engaged by the hirer (i.e., staff and/or helpers) to supervise children or regularly work with them in any other capacity, have been vetted, where necessary through the DBS process and are deemed suitable for the role. Where these written assurances have been given and the Academy Trust is made aware that the said arrangements are not in place, the Academy Trust reserves the right to terminate the contract with immediate effect and without any financial liability falling to the school. Similarly, the Academy Trust reserves the right to see the hirer's policies/procedures regarding safeguarding and child protection where they deem it necessary.

In line with Keeping Children Safe in Education (KCSIE) Paragraph 167, the Academy Trust will ensure that safeguarding requirements are explicitly included in all transfer of control agreements (including lease or hire agreements), as a condition of use and occupation of the premises. Failure to comply with these safeguarding requirements will result in the immediate termination of the agreement.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A School Letting Request Agreement should be completed at this stage. The Academy Trust has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement, which will include mandatory safeguarding compliance clauses as a condition of hire.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges. (Schools may wish to seek payment in advance to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All letting fees which are received by the school will be paid into the school budget, to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

Data Protection and GDPR

The Academy Trust will process personal data in accordance with UK GDPR and the Data Protection Act 2018. Hirers must also comply with data protection requirements where they process personal data in connection with the letting. Personal information provided as part of the booking process will be used solely for the purposes of administering the letting.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. 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.

Status of the Hirer

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.

Persons involved with the hire may have to undergo a criminal record check via the Disclosure and Barring Service (DBS). Further advice and guidance around the requirement for DBS checks when hiring premises can be obtained from the school office. Where DBS checks are necessary, these checks must be made in advance of the hire to ensure that clearance is confirmed prior to the hire taking place.

Any adults working with the school’s pupils (for example, at an after-school sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools.

The Hirer must confirm that they understand and will comply with the Academy Trust’s safeguarding expectations as a condition of hire, including compliance with KCSIE where applicable.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority always being given to school functions.

Attendance

The Hirer shall ensure that the number of people using the premises does not exceed that for which the application was made, and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Equality of Access

The Academy Trust will not permit lettings that are discriminatory or that conflict with its equality duties under the Equality Act 2010. Hirers must ensure their activities are inclusive and do not unlawfully discriminate against any individual or group.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must always adhere to the correct adult/pupil ratios.

The Hirer is responsible for undertaking appropriate risk assessments for their activities and ensuring compliance with all relevant health and safety legislation.

The Hirer must comply with all safeguarding and child protection requirements as set out by the Academy Trust, including those referenced in Keeping Children Safe in Education (KCSIE). These requirements form a fundamental condition of the hire agreement. Any failure to adhere to safeguarding expectations, including safer recruitment, supervision, or conduct requirements, will constitute a breach of contract and may result in immediate termination of the letting, without refund or liability to the Academy Trust.

Own Risk

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.

Damage, Loss, or Injury

The Hirer warrants to the Academy Trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The Hirer agrees to indemnify and keep indemnified the Academy Trust against all claims, losses, damages, and expenses arising from their use of the premises.

Insurance for One-off Lettings

Individuals should be asked whether they have any contents insurance and if so, check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered, and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £5m.

Please note that the Academy Trust's insurance will not cover the use of bouncy castles unless they are hired by an operator who has the appropriate liability insurance.

This cover can also be arranged for Group Hirers (club etc.) who do not have any or sufficient (£5m) public liability insurance of their own.

If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

Neither the school, nor the Academy Trust, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The Academy Trust reserves the right to request updated insurance documentation at any time and to refuse access where satisfactory evidence is not provided.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of the school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the academy trust code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Academy Trust, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Heels and Shoes

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy Trust against all sums of money which the Academy Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Academy Trust on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

The Academy Trust reserves the right to cancel a letting at any time where it is necessary for operational, safety, or compliance reasons. Where cancellation occurs, any fees paid will be refunded at the discretion of the Academy Trust. The Academy Trust shall not be liable for any indirect or consequential losses incurred by the Hirer.

It is the Hirer's responsibility to notify parents/ participants in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Force Majeure

The Academy Trust shall not be liable for failure to fulfil its obligations where the letting is prevented due to circumstances beyond its control, including but not limited to extreme weather, public health emergencies, or government restrictions.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after their use. This cost will be included in the charge for the letting. Whilst hirers are using the facilities, they can be delegated responsibility for the security of the premises, they will still have to cover the costs incurred for a school representative to open and close the school. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Academy Trust of the school.

Licensing and Legal Compliance

The Hirer is responsible for obtaining any necessary licences (e.g. Temporary Event Notices, music licences) and ensuring compliance with all relevant legislation.

Right of Access

The Academy Trust reserves the right of access to the premises during any letting. The Headteacher or members of the Academy Trust from the Premises and Finance Committee may monitor activities from time to time.

This monitoring may include ensuring compliance with safeguarding requirements and child protection standards.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Hirers are responsible for familiarising themselves with emergency procedures, emergency exits and must ensure that participants are aware of evacuation procedures. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the **Playground**. The Hirer must have immediate access to participants' emergency contact details.

The Hirer must ensure all participants are briefed on emergency procedures at the start of the session.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Updated April 2023

Review Date April 2026

INSERT NAME Academy Letting - Initial Request Form

Name of Applicant:			
Address:			
All contact Telephone Numbers:			
Name of Organisation:			
Activity of Organisation:			
Details of Premises Requested:			
Day of Week Requested:		1 st : 2 nd : 3 rd :	
Start Time:		Finish Time:	
<u>Please allow time for your preparation and clearing up</u>			
Dates Required:			
Use of Academy Equipment requested. (Please specify):			
Details of any Electrical Equipment to be brought:			
Maximum Number of Participants:			
Age Range of Participants:			
Number of Supervising Adults:			
Relevant Qualifications of Supervising Adults:			
Where applicable have DBS checks (including DBS Children's Barring List checks, where necessary) been carried out? <i>Evidence will be needed.</i>			

DBS dates - When?	
DBS Checks done By Whom?	

The hirer agrees to provide the school with the name of individuals who are working with children during the hire; confirmation that DBS checks have been made for relevant individuals and clearance confirmed; and details of supervision arrangements in place for those who it is deemed not necessary to obtain a DBS check.

Dates during the year when the 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 always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).
The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

The Hirer confirms that they have read and will comply with the Academy Trust's safeguarding and child protection requirements, including those required under KCSIE, and acknowledges that failure to do so may result in termination of the agreement.

Any other relevant information:

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I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Applicant:

Signed:

Date:

Agreed and accepted by xxxxxxxxxx Academy:

Signed:

Date: