Learning Accord Multi Academy Trust

Lettings Policy

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Introduction

Learning Accord Multi Academy Trust is committed to making the best use of the facilities occupied by its constituent schools. When not required by the schools, the premises may be let to external organisations. The needs of the pupils are paramount and will always take precedence over external lettings.

The purpose of this policy is to ensure that:

- Lettings are consistent with the fundamental purpose and policies of the Trust
- The Trust supports the community in sporting, cultural and educational pursuits
- The Trust provides fair access to school facilities
- The Trust maximises the commercial opportunity for lettings
- The cost to the school (e.g. caretaking, utilities) is at least covered by the hire charges
- The appropriate information is available to Hirers in advance

Definitions and Categories

A letting may be defined as “any use of the Trust buildings and grounds by parties other than the Trust.

A letting may be categorised as:

- Community, e.g. local Scout group
- Commercial
- Private, e.g. a wedding reception

Lettings can be single use, i.e. on one particular occasion or regular use, i.e. the same day each week.

Roles and Responsibilities

The Board of Trustees is responsible for:

- Approving this policy and ensuring that it is reviewed regularly.
- Setting the hire charges for the letting of the school premises and reviewing it regularly.
- Setting the Terms and Conditions of Hire for lettings.
- Approving the Health and Safety Policy and ensuring it is reviewed regularly.
- Ensuring that the Trust has appropriate insurance arrangements in place.

The CEO is responsible for ensuring that Head Teachers are aware of their responsibilities relating to this policy.

The Head Teachers are responsible for ensuring that School Business Managers and Site Staff are aware of their responsibilities relating to this policy.

The School Business Managers are responsible for ensuring that the lettings procedures are followed.

Hirers are responsible for adhering to the procedures and Terms and Conditions of Hire.

Hire and Charges

- Each Academy reserves the right to make a charge for the use of the school premises. The charge will vary depending on the facilities used and the category of the letting. School Business Managers maintain a list of the hire charges.

- An academy's delegated budget must not be used to subsidise any lettings by community or commercial organisations.

- In operating this policy, the needs of an academy must be given priority. Use of academy premises by the academy, or on behalf of the academy (e.g. Parent Teacher Associations), are not subject to the charging elements of this policy.

Initial Assessment

Each individual Academy, upon receipt, must assess and determine if the let can be accommodated. Considerations may be, but not limited to:-

- Interference with Academy activities (priority will be given to school functions at all times)
- The availability of facilities
- The availability of staff to open and close the premises
- Determination of security risk and the availability of staff to provide a continuous security presence or other control measures as necessary
- Academy safeguarding and child protection policy
- Academy health and safety policy (including considerations in relation to the number of users, type of activity, qualifications of instructors etc)
- The appropriateness of the letting and whether it is deemed compatible with the values and ethos of the Academy.

Documentation and Service Level Agreement

Where an Academy has decided to proceed with a letting, the successful applicant ("the hirer") must be contacted to confirm full details of the letting and informed of the documentation required.

Information sought from a prospective hirer should include, but is not limited to: -

- Valid DBS check certificates
- Valid Public Liability Insurance certificate
- Valid first aid certificate
- Valid licence (if appropriate)
- A copy of the Hirer's statutory policies and procedures (for example, its safeguarding, child protection or health and safety policy)
- Assurance that satisfactory management procedures will be in place during the letting

The hirer must also be sent a copy of the service level agreement which they must sign and return along with the requested documentation; acknowledging and agreeing to adhere to the stated terms and conditions.

Terms and Conditions of Hire

The Hirer's acceptance of a booking confirmation is deemed acceptance of our Terms and Conditions of Hire.

Appendix 1 contains our Terms and Conditions of Hire.

Lettings Administration

All booking requests are made through the School Office and passed to the designated Lettings Co-ordinator in the school, who checks availability, confirms the charges and issues the appropriate forms.

Booking Forms and Terms and Conditions of Hire Forms must be fully completed by the Hirer in advance.

On receipt of the completed forms, the Lettings Co-ordinator checks the details. Successful bookings are then confirmed in writing to the Hirer.

The Lettings Diary is updated and the forms are filed.

The Hirer will be invoiced in accordance with the Trust's financial procedures. Schools may wish to seek a deposit or full payment in advance of the letting.

If the Hirer is dissatisfied with any aspect of the letting, the Trust's Complaints Procedures will be followed.

Equalities Impact Statement

We have assessed the impact of this policy on groups with protected characteristics. Having carried out this assessment we are confident that this policy promotes the Endeavour ethos and supports our duty to promote equality and meet the legislative requirements.

Monitoring and Review

This policy will be reviewed every three years, or earlier, following a significant incident or a change in guidance or legislation.

Appendix 1 – Terms and Conditions of Hire

1.0 General

1.1 The hiring of the school premises is permitted only on these conditions and the Trust retains an absolute right to refuse the letting of the premises. Acceptance of a booking confirmation is deemed to be acceptance of these conditions. The Hirer must nominate at least one person who will be on site during the period of the letting to ensure that these conditions are adhered to. The relevant school may terminate the letting if any of the Conditions of Hire are not adhered to.

1.2 The Hirer must be over the age of 18, have completed the relevant booking forms and have adequate Public Liability Insurance cover in place to protect the Hirer against injury, loss or damage caused to third parties or their property.

1.3 The Lettings 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 premises to them or of creating any tenancy between the school and the Hirer.

1.4 The Hirer is forbidden to use or allow any activities with illegal or immoral purposes. Any event deemed to bring the Trust's name into disrepute can be cancelled at any time.

1.5 The Hirer must observe the relevant copyright and public entertainment laws. As per the Licensing Act 2003, the hirer is responsible for obtaining the appropriate Public Entertainment Licence or Temporary Event Notice (TEN) if required.

1.6 All publicity for the hiring must be approved by the Headteacher or School Business Manager in advance. Notices can only be displayed within the school site with prior agreement of the Headteacher or School Business Manager. The Hirer must inform the school if interest from the media is expected.

1.7 The Hirer will not assign or sub-let the booking to any other party.

1.8 The Trust does not accept responsibility for any accident or injury or loss or damage of property that may occur during the period of the letting.

1.9 The Trust reserves its right of access to the premises during the letting.

1.10 The Trust reserves the right to impose special conditions in respect of any letting to protect its property or employees. Any special conditions will be confirmed to the Hirer in writing prior to the letting.

1.11 No gambling is allowed without both explicit, written permission from the Trust and a relevant Gambling Licence as per the Gambling Act 2005

2.0 Health, Safety and Security

2.1 Safeguarding children and young people is of paramount importance. Hirers may be asked to produce or undergo DBS checks and produce appropriate qualifications.

2.2 The Hirer must make themselves aware of the Trust's Health & Safety Policy and Emergency Procedures and abide by the rules. Fire exits and routes must be kept clear at all times.

2.3 The Hirer is responsible for carrying out their own risk assessment of their activity/event.

2.4 Smoking is not permitted within the school buildings or grounds.

2.5 No intoxicants, including alcohol shall be brought onto or consumed on the premises.

2.6 Refreshments may only be consumed on site by prior agreement.

2.7 Electrical equipment may only be brought onto school premises by prior agreement.

2.8 Parking is only permitted on site by prior agreement. If car parking is allowed, vehicles must not cause an obstruction and a 5mph speed limit must be observed.

2.9 Fireworks, candles and equipment of an inflammable, explosive or dangerous nature are not permitted on the premises without consultation with the Academy.

2.10 School equipment cannot be used without prior consent. The Hirer must ensure that the fabric, fittings and contents of the building/grounds are not interfered with or misused in any way. Pupils' work must not be touched.

2.11 The number of people attending the event must not exceed the numbers indicated on the booking form. The Hirer is responsible for providing adequate supervision to maintain order, safety and good conduct and where applicable, must adhere to the correct adult/pupil ratios at all times.

2.12 Only the areas hired can be used during the letting period.

2.13 The area must be left clean and tidy after the event. Chalk, resin or polishing materials may not be used on floors.

2.14 Any damage must be reported immediately to the Caretaker.

2.15 Rubbish must be bagged up and put into the bin.

2.16 The Hirer must ensure that people attending the event understand that they do so at their own risk.

2.17 The booking form must include set-up and clear-up time and the event cannot exceed the times booked.

2.18 The Hirer is responsible for making their own First Aid arrangements.

2.19 The Hirer must take security precautions and on no account leave doors propped open or leave the site vulnerable to intruders in any way.

2.20 Any accidents or near misses that occur must be reported to the School Business Manager at the earliest opportunity.

3.0 Hire Charges

3.1 A current schedule of Hire Charges is included in the Lettings Policy. Charges are reviewed annually.

3.2 If the event exceeds the booking time or requires a call out to the Caretaker, extra charges may be levied.

3.3 The Hirer agrees to pay the school the cost of any repairs or making good any loss or damage arising out of or incidental to the hiring.

3.4 The Trust reserves the right to charge 50% of any booking cancelled less than two weeks before the date of the event.

Signed: …… **(Hirer)**

Print name: ……

Name of organisation: ……

Date: ……