



ENHANCE ACADEMY TRUST

# LETTINGS POLICY

**Approved by:** Board of Trustees **Date:** 23 April 2021

**Last reviewed on:** April 2021

**Next review due by:** April 2024

## **1.0 Introduction**

Enhance Academy Trust is committed to making the best use of the facilities occupied by its constituent academies. When not required by the academies, 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 academy (e.g. caretaking, utilities) is at least covered by the hire charges;
- The appropriate information is available to Hirers in advance.

## **2.0 Definitions and categories**

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. Use of the academy premises outside normal school hours by the academy or on behalf the academy are not subject to the charging elements of this policy.

## **3.0 Roles and responsibilities**

3.1 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 academy 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.

3.2 The CEO is responsible for ensuring that Headteachers (or Heads of School) are aware of their responsibilities relating to this policy.

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

3.4 The Academy Office is responsible for ensuring that the lettings procedures are followed.

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

## **4.0 Charges**

4.1 The Trust reserves the right to make a charge for the use of the academy premises. The charge will vary depending on the facilities used and the category of the letting. The academies offices maintain a list of the hire charges.

## **5.0 Terms and Conditions of Hire**

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

5.2 Appendix 1 contains our Terms and Conditions of Hire.

## **6.0 Procedures**

6.1 All booking requests are made through the Academy Office and passed to the Headteacher in the academy, who checks availability, confirms the charges and issues the appropriate forms.

6.2 Booking Forms and Terms and Conditions of Hire Forms must be fully completed by the Hirer in advance. Reviewed: July 2020 Page 2 of 5 Letting Policy Next review: July 2023

6.3 On receipt of the completed forms, the academy office checks the details. Successful bookings are then confirmed in writing to the Hirer.

6.4 The office diary is updated and the forms are filed.

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

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

## **7.0 Equalities Impact Statement**

We have assessed the impact of this policy on groups with protected characteristics. We are confident that this policy promotes the Trust's ethos and supports our duty to promote equality and meet the legislative requirements.

## **8.0 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 General**

1.1 The hiring of the academy 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 academy 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 Booking Form 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 academy 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.

1.6 All publicity for the hiring must be approved by the Headteacher in advance. Notices can only be displayed within the academy site with prior agreement of the Headteacher or School Business Manager. The Hirer must inform the academy 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.

### **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 him/herself aware of the school'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 academy 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 academy 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.

2.10 Academy 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 Site Manager/Academy Office.

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 his/her 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 Academy Office at the earliest opportunity.

### **3.0 Hire charges**

3.1 Charges are reviewed annually.

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

3.3 The Hirer agrees to pay the academy 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 25% of any booking cancelled less than two weeks before the date of the event.

Signed: ..... (Hirer)

Print name: .....

Name of organisation: .....

Date: .....

## Appendix 2 – Booking Form Template

Academies may adapt this template to suit their requirements.

Name of Hirer (main contact person):					
Name of Hirer (main contact person):					
Organisation address:					
Contact number:		Email Address:			
Purpose of hire:					
Attendees total number:		No. of Adults:		No. of Children	
Single booking date:		Start time:		End time:	
Block booking frequency/days		Start time:		End time:	
Block booking start date:		Block booking end date:			
Facility required: (delete as appropriate)	School hall/meeting room/Food Technology Room/Sports Field				
Equipment required from academy:					
Equipment provided by the hirer:					
Other arrangements:					
Will refreshments be served?					
What insurance cover is in place?					
Has a risk assessment been completed?					
Are DBS checks required?					
I have read and accepted the Terms and Conditions of Hire and I confirm that I am over the age of 18. Booking times include set up and clear up time.					
Signed (Hirer):					
Dated:					
<b>You will be sent a confirmation of whether this booking has been accepted or rejected by email. No letting will be regarded as booked until the confirmation has been sent. Please email this form to:</b>					

<b>ACADEMY USE ONLY:</b>		
This application for letting is (delete as appropriate)		ACCEPTED/DECLINED
Deposit required		YES/NO
Signed:	Dated:	