



# Lettings Policy

|                               |                                  |
|-------------------------------|----------------------------------|
| <b>Author/Owner</b>           | Chief Finance Officer            |
| <b>Version Number</b>         | Version 9                        |
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| <b>Approved By</b>            | Finance and Operations Committee |

|   |   |  |
|---|---|--|
| <b>Policy Category</b><br>(Please Indicate) | 1 | Academy to implement without amendment                   |
|   | 2 | Academy specific appendices                              |
|   | 3 | Academy personalisation required (in highlighted fields) |



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Version Control

| <i>Version</i> | <i>Revision Date</i> | <i>Revised by</i> | <i>Section Revised</i>  |
|----------------|----------------------|-------------------|---|
| V2             | March 2019           | D Ashmore         | Pg. 9 Appendix A –charges at each academy   |
| V2             | March 2020           | D Ashmore         | Section 3.20 replaced SRFP Committee with Board of Directors, 3.21 added in cancellation with less than 28 days’ notice may incur charges, 3.23 replaced SRFP with Board of Directors, 3.28 contact number change, Appendix A – charges at each academy                           |
| V2             | January 2021         | J Tuke            | Changes made throughout from Business and Operations Manager to Chief Operations Officer  |
| V3             | August 2021          | L Burton          | <b>Section 2.1</b> changed dates for charges to 2021-2022<br><b>Appendix A</b> removed the option to hire the porta cabin at Sandringham Primary School (old Kiddiwinks building)<br><b>Appendix B</b> changes cheque payment to payment type                                     |
| V4             | October 2021         | A Hibbitt         | Reference to site specific risk assessments added   |
| V5             | September 2022       | L Birley          | Updated charges in appendix to reflect costs  |
| V6             | October 2022         | A Hibbitt         | Updated charges based on costings and also updated lettings agreement template  |
| V7             | January 2023         | D Slater          | 3.29 Safeguarding added<br>Hire agreement updated to include safeguarding requirements<br>Appendix C: Lettings safeguarding checklist added   |
| V8             | May 2023             | L Birley          | Pricing updated to 23/24 and inclusive of Hall Cross<br>COO replaced with DCEO  |
| V9             | Sept 2023            | Dawn Slater       | Page 9 – inclusion of procedures in the event of an allegation being received by the Trust (KCSIE 2023).<br>Page 9 – added that Trust safeguarding arrangements apply whether or not the children/young people attending the letting are on the academy/school roll (KCSIE 2023). |



## 1. Introduction

The Directors regard all the premises and grounds held by the Trust 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 Directors is to support the academies in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The academies' funding (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 academy in respect of any lettings of the premises. As a minimum, the actual cost to the academy of any use of the premises by outside organisations must be reimbursed to the academy budget.

## 2. Definition of a Letting

A letting may be defined as “any use of the academy premises (buildings and grounds) by either a community group (such as a local football team), or a commercial organisation (such as ‘Weight Watchers’). A letting must not interfere with the primary activity of the academy, 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 Board meetings and extra-curricular activities of pupils supervised by academy staff, fall within the corporate life of the Trust. Costings arise from these uses are therefore a legitimate charge against the academy Budget.

### 2.1 Charges for Letting

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

- Cost of services (heating and lighting)
- Cost of staffing where appropriate
- Cost of administration
- Cost of wear and tear
- Cost of use of academy equipment (if applicable)
- Profit element (if appropriate)

The specific charge levied will be reviewed annually by Directors in the meeting held during the spring term, for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> September of that year. Current charges will be provided in advance of any letting being agreed and are detailed in Appendix A – pricing for year 2023/24.



## **2.2 Management and Administration of Lettings**

The overall responsibility lies with the DCEO of the Trust for all management of lettings, however day-to-day management and administrative responsibility sit with the Academy Business Manager in accordance with the Trust's policy.

Organisations seeking to hire academy premises should approach the Academy Business Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available, ensuring that a site specific risk assessment is completed for all rooms/halls due to be let to ensure they are fit for the purpose the hirer requires.

Academy Business Managers should ensure that all risk assessments that are submitted to the academy are site specific, and should be approved by the DCEO.

An initial Request Form (Appendix B) should be completed at this stage. The 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 until the booking has been formally confirmed.

Once the letting has been approved, a letter of confirmation will be sent to the hirer, setting out the full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed hire agreement has been returned to the academy.

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Trust's current scale of charges. The academy may wish to seek payment in advance in order 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.

Income and expenditure associated with the lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

## **3. Terms and Conditions**

### **3.1 For the hire of the academy 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.

### **3.2 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 Academy to them or of creating any tenancy between the Academy and the hirer.

### **3.3 Priority of Use**

The DCEO will resolve conflicting requests for the use of the premises, with priority at all times being given to academy functions.

### **3.4 Attendance**

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

### **3.5 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.

### **3.6 Public Safety**

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. Appropriate risk assessments must be completed by the hirer in advance of use and copies provided to the Trust/Academy with the booking form. Risk assessments must be site specific.

### **3.7 Damage, Loss or Injury**

Exceed Learning Partnership or its academies will not be responsible for any injury to person/s or damage to property arising out of the letting of the premises.

The hirer should ensure that appropriate insurance is in place for the purpose of the hire and is sufficient to cover all its legal liabilities for accidents resulting in injuries to persons and/or loss of or damage to property, including the hired premises. Copies of insurance documentation must be presented to the Academy prior to start of hiring the premises.

All persons hiring the academy premises must carry sufficient Third Party Liability insurance to satisfy Exceed Learning Partnership requirements

### **3.8 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 academy 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.

### **3.9 Academy Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Chief Operations Officer. 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 academy equipment they are using, and for the equipment's safe and appropriate use.

### **3.10 Electrical Equipment**

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

### **3.11 Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. The Trust/Academy accepts no liability to any damages to vehicles as parking is at the owner's risk.

### **3.12 Toilet Facilities**

Access to the Trust/Academies toilet facilities is included as part of the hire agreements. All toilet facilities must be left in clean working order, any costs incurred by the Trust/Academies for damages/cleaning as a result of misuse may be passed to the hirer.

### **3.13 First Aid Facilities**

There is no legal requirement for the academy 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 cast of sports lettings. Use of academy resources is not available.

### **3.14 Food and Drink**

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

### **3.15 Intoxicating Liquor/Substances**

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

### **3.16 Smoking**

The whole of the academy premises including grounds (car parks and sports fields) are non-smoking areas, and smoking including e-cigarettes is strictly not permitted.

### **3.17 Heels and Shoes**

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

### **3.18 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 may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.



### **3.19 Sub-letting**

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

### **3.20 Charges**

Hire charges are reviewed annually by the Directors for the Trust.

### **3.21 Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance the Hirer ensures at least 28 days' is provided, cancellations with less than 28 days' notice may incur the charges unless otherwise agreed with the academy upon booking.

### **3.22 Security and Site Supervision**

The academy will provide a person to be responsible for the security and supervision of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be provided, 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 the direct permission of the Trust.

### **3.23 Right of Access**

The academy reserves the right to access to the premises during any letting. The Deputy CEO/ Chief Operations Officer or members from the Trust Central Team or Board of Directors may monitor activities from time to time.

### **3.24 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.

### **3.25 Vacation of the 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. In the event of an emergency, occupants must leave the academy by the nearest exit and assemble in the nearest car park. Hirers are responsible for familiarising themselves with the emergency exits and must ensure that participants are aware of evacuation procedures. The Hirer must book the facility from the point of entry to the building, to the point of leaving, including allowing time for showering and changing where applicable.

### **3.26 Promotional Literature/Newsletters**

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

### **3.27 Facilities available to hire**

- Sports Hall





- Playing Field
- MUGA
- Hall Cross facilities

### **3.28 Operating Hours**

Operating times can be obtained from the academies directly.

### **3.29 Safeguarding**

The academy must seek approval from the Trust and ensure the following is in place:

- The third party has appropriate safeguarding policies and procedures in place (these will be inspected and recorded)
- The hire agreement will include set safeguarding requirements as a condition of using the academy premises
- The hire agreement will state that the agreement will be terminated if the hirer fails to comply with the safeguarding requirements.

Set safeguarding requirements will include:

- Academy safeguarding procedures and contacts
- Who should have a DBS check
- The Academy Safeguarding and Child Protection Policy

Third parties include parent-teacher associations (PTAs) even if they are not paying for use of the site. PTAs are separate legal entities and are responsible for their own safeguarding arrangements when running events outside of school hours.

The Trust should “seek assurance” that hirers have appropriate safeguarding policies and procedures in place (this applies regardless of whether or not the children/young people who attend any of these services or activities are children/young people of the academy/school) by:

- Asking for copies of the hirer’s policies and procedures
- Checking the hirer’s website for safeguarding statements or documents
- Asking the hirer to sign a declaration saying they will follow the Academy Safeguarding and Child Protection Policy and procedures.

The above is set out in the Trust letting agreement.

The hirers are responsible for conducting DBS checks where required and these should be checked to ensure they are relevant if hirers are to come into contact with children/young people.

Checks will include:

- Asking to see DBS certificates
- Asking for written confirmation that checks have been carried out

The Trust may receive an allegation relating to an incident that happened when an individual or organisation was using its academy/school premises for the purposes of running activities

for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, the Trust will follow its safeguarding policies and procedures, including informing the LADO.

For more information and prices with regard to hiring any of the Trust's Academies' facilities, please contact: Andrew Hibbitt, Deputy CEO on 01709 805175

Policy reviewed September 2023

Signed CEO: *B.A. Nixon*

Signed Chair of Directors: *[Signature]*

Policy to be reviewed: September 2024



## Appendix A

### Pricing for Year 2023/24

#### Edlington Victoria Academy

MUGA facility £25 per hour (with lighting)

£20 per hour (no lighting)

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Hill Top Academy

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Willow Primary School

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Carr Lodge Academy

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Bentley High Street Primary School

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Sandringham Primary School

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Sheep Dip Lane Academy

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities

#### Rosedale Primary School

Hall £150 per day/£75 per half day

Playing Field £100 per day with no access to facilities

Playing Field £150 per day with access to facilities



**Hall Cross Academy - Hourly Charges**

| <b>Facility</b>                  | <b>2023/2024 Hourly Rate</b> |
|----------------------------------|------------------------------|
| 6 <sup>th</sup> Form Common Room | £35.00                       |
| Classroom                        | £19.00                       |
| Conference Room                  | £35.00                       |
| Drama Studio                     | £21.00                       |
| Each Additional Classroom        | £9.00                        |
| Fitness Suite                    | £35.00                       |
| Gymnasium                        | £30.00                       |
| Hall                             | £30.00                       |
| Library                          | £35.00                       |
| Outside Football Pitches – Lower | £24.00                       |
| Sports Hall – Lower              | £35.00                       |
| Swimming Pool - Upper            | £70.00                       |



**Appendix B**

**Exceed Learning Partnership Initial Request Form  
Financial Year 2023/2024**

**APPLICATION NUMBER** \_\_\_\_\_ **PREMISES/SITE REQUIRED** \_\_\_\_\_

1 **NAME HIRING ORGANISATION:** \_\_\_\_\_

2 **NAME OF PERSON MAKING THE APPLICATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**POST CODE:** \_\_\_\_\_ **CONTACT TEL NO:** \_\_\_\_\_

**POSITION IN ORGANISATION:** \_\_\_\_\_

3 **TYPE/NUMBER ROOMS/AREAS** (e.g. Hall / Pitches / Field Etc.

4 **Are toilet facilities required?** YES  NO  adult  child

5 **Is a refreshment area required?** YES  NO

6 **Purpose for which accommodation will be used:** \_\_\_\_\_

7 **Approximate number of persons expected to attend:** \_\_\_\_\_

8 **Inclusive Times:** From \_\_\_\_\_ to \_\_\_\_\_

|                                     | <b>Date of First Session</b> | <b>Date of Last Session</b> | <b>No of Sessions per week &amp; days</b> | <b>Total</b> |
|-------------------------------------|------------------------------|-----------------------------|---|--------------|
| <b>Autumn Term</b><br>Sept. to Dec. |                              |                             |   |              |
| <b>Spring Term</b><br>Jan. to March |                              |                             |   |              |
| <b>Summer Term</b><br>April to July |                              |                             |   |              |

Please state whether including or excluding academy holidays. Academy Buildings are not available on Bank Holiday Mondays, Tuesdays or Good Friday.

If meetings are not held on a regular cycle, please give details below:



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This form should be submitted to the Academy as soon as possible and not less than 14 days before the date of the first booking. It should be marked for the attention of: THE ACADEMY BUSINESS MANAGER.

**THE HIRER AGREES:**

- 1 To enclose the appropriate payment unless an account arrangement has been made.
  - 2 To pay the Academy the cost of making good any damage to the premises, furniture, fittings or other property of the Academy arising from the use of the premises.
  - 3 That the use of the accommodation shall be subject to the regulations.
  - 4 To abide by the decision of the Academy should any question arise on any point.
  - 5 To provide a copy of the hirers site specific risk assessment with this booking form.
- To provide a copy of the hirers insurances with this booking form
- To provide a copy of the hirers first aid policies
- To provide a copy of the hirers safeguarding policies, procedures and DBS checks.
- To read and follow the academy's Safeguarding and Child Protection Policy
- To give at least 48 hours' notice in the event of cancellation.

This agreement will be terminated if the hirer fails to comply with the Academy safeguarding procedures.

Signature: \_\_\_\_\_

(BLOCK CAPITALS PLEASE)

Name: \_\_\_\_\_ On behalf of \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

Daytime Telephone No: \_\_\_\_\_ Date: \_\_\_\_\_

Payment type: \_\_\_\_\_ Receipt No: \_\_\_\_\_

Total Cost agreed with School \_\_\_\_\_

Authorised by Principal following check of academy insurance \_\_\_\_\_



**Appendix C**

**Lettings safeguarding checklist**

| Hire details      |  |
|-------------------|--|
| Dates of hire     |  |
| Organisation Name |  |
| Names of Hirers   |  |
| Venue             |  |

| Safeguarding areas completed   |   |
|--|---|
| <input type="checkbox"/> 1 – Hirer’s Ofsted Registration (if applicable)                                     | <input type="checkbox"/> 5 - Risk Assessment completed  |
| <input type="checkbox"/> 2 – Hirer’s DBS Checks/safeguarding policies viewed and recorded                    | <input type="checkbox"/> 6 – Academy Safeguarding and Child Protection Policy read by all adults involved |
| <input type="checkbox"/> 3 – Senior staff member with safeguarding responsibilities contact details provided | <input type="checkbox"/> 7 – Hirer’s Insurance/First Aid/Fire safety arrangements in place                |
| <input type="checkbox"/> 4 – Hirer’s registration arrangements in place                                      | <input type="checkbox"/> 8 – Emergency contact information held   |

| Completed by...      |   |      |  |
|----------------------|---|------|--|
| <b>Hirer</b>         |   |      |  |
| Name                 |   | Role |  |
| Signature            | ✕ | Date |  |
| <b>Academy/Trust</b> |   |      |  |
| Name                 |   | Role |  |
| Signature            | ✕ | Date |  |