



Lettings Policy

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“Learning together, to be the best we can be”

1. Context

- 1.1. The Trust Board of Directors, via the Chief Executive Officer, controls the use of the premises across Nexus MAT both during and outside school hours, except where there is a deed that allows another person(s) to control the use of the premises, or where a transfer of control agreement has been made (*separate guidance is available for appropriate schools*).
- 1.2. The Trust regards its school buildings and grounds as a community assets and will make every effort to enable them to be available for the delivery of extended services, including community use, wherever this is safe and practical.
- 1.3. The Trust welcomes 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. The Trust acknowledges that extended services, including community services, can support and compliment the teaching and learning activity within a school and can contribute towards raising standards.
- 1.4. A charge will normally be levied to meet the additional costs incurred by a Nexus MAT school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school budget where those activities are not directly aimed at raising pupil attainment and achievement. This is defined more in the Trust Charges and Remissions Policy

2. Definition of a Letting

- 2.1. A letting may be defined as *"any use of Trust premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')"*.
- 2.2. A letting must not interfere with the primary activity of a school, which is to provide a high standard teaching and learning environment for all its pupils.
- 2.3. Throughout this policy, reference to a 'school' also relates to any site or premises owned or operated by a Nexus MAT school or setting, even if this is away from a main school site, where Nexus MAT has the legal right to let said site/premise.

3. Charges for a Letting

- 3.1. The Trust Board of Directors is ultimately responsible for ensuring charges for the letting of the school premises are in line with the Trust charges and remissions policy, and the Chief Executive Officer has delegated power to monitor this operational, with Headteachers responsible for individual schools within the Trust.
- 3.2. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.
- 3.3. The specific charge levied for each letting in a school will be reviewed annually by the Headteacher. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

4. VAT

- 4.1. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

5. Management and Administration of Lettings

- 5.1. The Headteacher is responsible for the management of lettings within a school, accountable to the Chief Executive Officer. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he must consult with the Chief Executive Officer.

6. The Administrative Process

- 6.1. Organisations seeking to hire the school premises should approach the Headteacher or Business/Office Manager who will identify their requirements and clarify the facilities available. An **Initial Request Form** (a copy of which is attached as an appendix to this policy) should be completed at this stage. The Trust has the right to refuse an application, and interested parties should be advised that 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.

- 6.2. 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. 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 as appropriate in accordance with the Trust's current scale of charges.
- 6.3. 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.
- 6.4. All lettings fees which are received by the school will be paid into the Trust bank account, in order to offset the costs of services, staffing etc (which are funded from the school's budget). Income and expenditure associated with lettings will be regularly monitored and reported by the Chief Finance Officer.

7. Public Liability and Accidental Damage Insurance

- 7.1. Lettings of the school sites are covered by the Trust's membership of the Risk Protection Arrangement. However, any one letting the site who does not comply with the Trust's policies and procedures will be personally liable for any claim.

8. Safeguarding and the Prevent Duty

- 8.1. Any hirer must comply with the Trust's overarching safeguarding policy and the local safeguarding policy for the school they are letting
- 8.2. The school business/offer manager will file an incident report form if they have reason to believe that a letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
- 8.3. Where an individual or group is found to be promoting views in contravention of the Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

9. Terms And Conditions For The Hire Of The School Premises

9.1. 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.

9.2. Status of the Hirer

9.2.1. 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 Trust estate to them or of creating any tenancy between the Trust and the hirer.

9.2.2. If a particular letting involves contact with the school’s pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to 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 Trust may require criminal records 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 Trust will require evidence of appropriate qualifications for hirers using facilities for specific activities

9.3. Priority of Use

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

9.4. Attendance

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

9.5. Behaviour

9.5.1. 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.

9.6. Public Safety

9.6.1. 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 adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

9.6.2. The hirer will also be responsible to ensure that any activities and usage of the lettings are in line with government guidelines for Covid 19.

9.6.3. In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer. The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

9.7. Own Risk

9.7.1. 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.

9.8. Damage, Loss or Injury

9.8.1. The Trust has arranged appropriate public liability insurance to cover all 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.

9.8.2. The Trust will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

9.8.3. Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

9.9. Furniture and Fittings

9.9.1. 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.

9.10. School Equipment

9.10.1. 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 that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

9.11. Hirer's Equipment

9.11.1. The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

9.11.2. Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

9.11.3. Any of the hirer's own equipment should be brought into / removed from school within the time booked.

9.12. Car Parking Facilities

9.12.1. Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

9.13. **First Aid Facilities / Hygiene**

9.13.1. There is no legal requirement for a school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

9.13.2. The hirer is also responsible for bringing its own PPE and sanitising gel.

9.14. **Food and Drink**

9.14.1. No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

9.15. **Intoxicating Liquor/Drugs**

9.15.1. No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

9.16. **Smoking**

9.16.1. The whole of the Trust premises are a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

9.17. **Suitable footwear**

9.17.1. Suitable footwear should be used. 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.

9.18. **Copyright or Performing Rights**

9.18.1. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the 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.

9.19. **Sub-letting**

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

9.20. **Variation of Scales of Charges and Cancellations**

9.20.1. The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Headteacher on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 working days' notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 working days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

9.21. **Payment for letting**

9.21.1. 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. Payment must be received by the school either prior to or on the date of the letting taking place. The hirer will be subject to an administration fee for late payment.

9.22. **Security**

9.22.1. Keys must not be passed to any other person without direct permission of the Governing Body of the school.

9.23. **Right of Access**

9.23.1. The Trust reserves the right of access to the premises during any letting. The Headteacher or employees of the Trust may attend to monitor activities from time to time.

9.24. **Conclusion of the Letting**

9.24.1. 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 charge may be made.

9.25. **Vacation of Premises**

9.25.1. 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 a responsible adult collects them.

Name of Applicant:

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Address to which invoices to be sent.:

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Telephone Number:

Name of Organisation:

Activity of Organisation:

Details of Premises Requested (Hall, Playground, Football Pitch etc):

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Day of Week Requested:

Start Time:

Finish Time:

(please allow time for your preparation and clearing up)

Dates Required:

Use of School Equipment (please specify your request):

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Details of any equipment to be brought (including electrical equipment):

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Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Relevant Qualifications of Supervising Adults:

Where applicable have DBS checks been carried out? When? By Whom?
Please provide evidence in the form of original documentation (not photocopies)

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Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

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Dates during the year when the Hall 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 by producing the schedule of insurance cover (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (*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 will adhere to COVID guideline's throughout the booking and adjust accordingly and also keep their own attendance records for Track and Trace.

Any other relevant information:

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

Signed: Date:

Key Holder information.

Name of person who will be key holder.

Keys received by _____ (please sign to
acknowledge receipt.)

Keys returned to _____ (to be
signed to confirm key have been returned.)

Was the area checked for damage and left in a reasonable state.
