

Lettings Policy

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Document Change History

Date:	Version:	Description of Changes:
August '23	1.0	New policy

Mission Statement

“To nurture and develop all people in our Trust so that they reach their full potential academically, vocationally, and personally, including being positive role models for future generations in the community. We will achieve this by providing high quality values-based education that cultivates employability and life skills making our schools the first choice for young people, parents, carers, staff and employers.”

Values

The values of Respect, Excellence, Collaboration, Independence, Perseverance, Enjoyment, Leadership, Integrity and Care are central to everything we do at the Skills for Life Trust.

Statement of Equality

We have carefully considered and analysed the impact of this policy on equality and the possible implications for pupils with protected characteristics, as part of our commitment to meet the Public Sector Equality Duty (PSED) requirement to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations.

Purpose

Skills for Life Trust aims to maximise the use of all its facilities by individuals and groups outside core hours. The intended purpose of the Trust’s facilities is to benefit the school community; however, the Trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The Trust will utilise the “School Hire” booking platform to manage applications, bookings, and monitoring. Charges are reviewed annually by the Head of Finance in consultation with the Chief Executive Officer.

The Trust endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the Trust expects hirers to follow when using the facilities.

1. Legal framework

1.1 This policy has due regard to the following legislation and guidance:

- The School Premises (England) Regulations 2012
- The Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Education Act 1996
- The Control of Asbestos Regulations 2012
- DfE (2015) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'

1.2 This policy operates in conjunction with the following Trust policies that are available to view on School Hire website or individual school websites:

- First Aid Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy – see individual academy website (see individual school websites)
- Surveillance and CCTV Policy
- Manual Handling Risk Assessment available from each school
- Asbestos Management Policy

2. Roles and responsibilities

2.1 The Trust Facilities Manager is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the Lettings administrator to ensure all relevant policies and procedures are implemented and made available to hirers.

2.2. The Lettings administrator is responsible for:

- Ensuring compliance with the lettings hire terms and conditions.
- Working with the Trust to assess whether or not the premises are suitable for hire in its current condition.
- Ensuring the academy has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the Facilities Manger to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. view trust website and individual school websites.
- Reviewing and, where necessary, amending the academy's Letting School Premises risk assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in each academy's Child Protection and Safeguarding Policy. DBS information is required if working with children.

2.3 The lettings assistants are responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use.

2.4 Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the Lettings assistants to ensure that the premises are secure after use.
- Obtaining and providing copies of adequate public liability insurance.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Lettings administrator.
- Providing copies of teaching qualifications and first aid certificates
- Provide Safeguard policy and prevent training certificate
- Informing the Lettings administrator of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Lettings School Premises risk assessment.

3. Emergencies and health and safety

- 3.1. The Hirer to undertake and supply a copy of relevant risk assessments before activities are carried out on the premises.
- 3.2. In case of an emergency the lettings phone number is provided to the hirer before booking commences.
- 3.3. All hirers will report any accidents or incidents to the letting's administrator
- 3.4. The School or Trust shall not be liable for any injury, including injury resulting in death, caused to or sustained by any property / person arising out of or in connection with your hire.
- 3.5. The Hirer is responsible to provide their own first aid kits with the relevant items. Defibrillators are not supplied but one is available behind the main school reception desk, providing the building is unlocked. Hirer to establish.
- 3.6. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

- 3.7. Smoking / vaping is not permitted on the premises at any time.
- 3.8. Alcohol not to be brought on to, or consumed on, the premises unless the Hirer holds a licence to sell alcohol and this has been agreed in writing with the Lettings Manager prior to the hire.
- 3.9. The hirer will familiarise themselves with the Facilities Hire Induction Form and other relevant risk assessments before using the premises.
- 3.10. Hirers to familiarise themselves with the nearest Fire Evacuation routes and advise their visitors / players prior to each session.
- 3.11. The Hirer is reminded of the need to observe Fire Safety and to familiarise themselves of fire escape routes. In the event of the fire alarm sounding, hirers should follow the nearest fire exit signs and leave the building as quickly as possible. Under no circumstances should any hirer investigate or attempt to tackle the fire. Ring 999 if the fire brigade is required as they will not automatically come out to site.
 - All activities will stop, and everyone will be evacuated from the affected area.
 - Staff, Hirers, Visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken.
 - Items, including equipment, bags or personal belongings, will not be moved from the area.

4. The lettings process

- 4.1. Potential hirers will contact The Trust before they wish to use the premises.
- 4.2. Prospective hirers can apply online using 'School Hire' which will be accessed by the Lettings assistant and members of the finance team.
- 4.3. For regular hire, only one application form needs to be submitted. However, all the requested dates or booking period should be noted.
- 4.4. Hirers will explain their desired use of the premises when completing their application form.
- 4.5. If the application is rejected this will be done on the School Hire booking website by the Lettings administrator.
- 4.6. Fees can be paid via School hirer at the time of booking.
- 4.7. Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the academy premises, all bookings the hirer has made with the Trust will be cancelled.

5. Safeguarding

- 5.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection Policy.
- 5.2. When determining whether to approve an application; the Lettings administrator will consider the following factors:
 - The type of activity
 - Possible interferences with school activities
 - The availability of facilities
 - The availability of staff
 - Health and safety considerations
 - The Trust's duties regarding the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the ethos of the school
 - Copies of Advanced DBS for club lead representative
 - Club lead will ensure all those who coach or help with booking have a valid advance DBS
 - The lettings administrator must be informed of any changes to information on a DBS.
 - Copies of staff safeguard training
 - Certificate in Prevent training
 - Copy of safeguarding policy, with in annual date of renewal
 - Name of safeguard lead for the hirer
- 5.3. An application will not be approved if it:
 - Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Trust, balanced or outweighed by freedom of expression of artistic merit).
- 5.4. The Lettings assistant will file an incident report if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
- 5.5. Where an individual group is found to be promoting views in contravention of the

academies Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from school premises.

- 5.6. All hirers will read and review the academy's Child Protection and Safeguarding Policy which is available on each individual academy website.
- 5.7. All hirers sign on school hire they have read and agreed the terms and conditions of hirer including section 7 safeguarding procedures.

6. Fees

- 6.1. Hire charges to be paid via the School Hire booking portal, www.schoolhire.co.uk unless agreed previously with the Lettings Manager.
- 6.2. Hirers should give the academy at least 7 days' notice if they wish to cancel their booking.
- 6.3. The Trust, reserves the right to refuse access to the premises hired if the whole fees have not been paid.
- 6.4. In the event any fees are outstanding after the hirer has used the premises, The Trust has the right to cancel any future bookings.
- 6.5. The Trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.
- 6.6. Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the Trust reserves the right to charge for repairing or replacing the equipment.
- 6.7. All staff are entitled to a 20% discount on all facilities, charities are offered a 10% discount. These discounts can be added to the booking by charities or staff who book via the school hire platform.

7. Using the site

- 7.1. The hirer will liaise with the Lettings assistant to ensure the academy remains secure before, during and after use.
- 7.2. Hirers will be given an emergency contact number for the letting's assistant in case of any security breach or emergency.
- 7.3. The premises will need to be vacated by the end of the specified hire time.

- 7.4. The Lettings assistant will be on site to oversee the premises during the hire unless otherwise agreed with the Lettings administrator and Hirer.
- 7.5. Keys or security codes will not be passed to any hirer or other person without written permission from the Lettings administrator. Where permission is granted, appropriate risk assessments and a signed confirmation from the hirer and lettings administrator will be a requirement
- 7.6. Hirers may need to provide their own directional signage and marshals to indicate where their letting is taking place if it is for a specific event. This needs to be discussed with the Lettings administrator.
- 7.7. The school does not hold a licence for the sale of alcohol.
- 7.8. The academy will generally use a 'three strike rule' when handling complaints lodged against hirers, detailed below. The academy retains the right to immediately bar hirers if there is adequate cause or reason to do so.
- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
 - Strike two – hirers will receive a second verbal warning and a letter / email explaining that the academy takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the academy is issued may be passed on to the hirer if there is sufficient evidence to do so.
 - Strike three – the hirer will be barred from booking the academy premises for any activity. The Trust also expects the hirer to issue an apology to the academy and complainant in writing.
- 7.9. The use of public announcement systems and loudspeakers must be agreed with the Lettings administrator prior to hire, this agreement must include a maximum noise level which is not to be exceeded in consideration of our neighbours.
- 7.10. The academy's car park is available to hirers during their time on the premises; however, the Trust and academy will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 7.11. Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the Lettings administrator will find suitable spaces on the premises for additional parking.
- 7.12. The hirer is to ensure the academy premises remain accessible to the emergency services, should they be required. Parking is not permitted along access routes.

8. Equipment

- 8.1. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 8.2. Any seating provided is limited to the number of chairs on the premises and HSE regulations on total occupancy and total exit capacity.
- 8.3. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms and may need proof of electrical testing.
- 8.4. The Trust and academy cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 8.5. CCTV systems may be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the trust's Surveillance and CCTV Policy.
- 8.6. Hirers will report any stolen or missing equipment to the Lettings assistant immediately.
- 8.7. Risk assessments will be carried out by the Hirer. The school has their own.
- 8.8. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Trust.
- 8.9. The hirer will prepare food and drink in line with current food and hygiene regulations.
- 8.10. Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.
- 8.11. Hirers and their visitors/players will not bring animals onto the premises without permission from the Lettings administrator.