

# School Lettings Policy



## **Statement of Intent**

Our mission is to promote a love of learning in order to maximise the life chances of every child in our Trust. Through nurturing, high expectations and skilled teaching, we will have a lasting and positive impact on our local and wider community.

### **Our Vision**

The TEACH Trust supports our children to become empowered citizens that make a meaningful contribution to society. Our curriculum reflects our locality and all it offers and aims to educate all children in matters which affect humanity in the wider world: these include all matters that relate to the climate and the world around us, such as climate change; the importance of respecting and celebrating the importance of equality and diversity; and being responsible global citizens.

We have the highest aspirations for our children: the broad and balanced curriculum promotes learning, provides cultural capital and supports spiritual, moral, social and cultural development. The Rights Respecting Gold awards and Anti Bullying awards reflect some of many ways in which education for character are integral to the work of our schools and highlights our focus on the children's personal development.

We aim to inspire our children to be socially conscious individuals who make a difference to the world. All our children secure the key learning and skills they will need to become lifelong learners and gain employment. Our ultimate aim is to improve all our children's life chances and prepare them to thrive in their future lives.

Under the Equality Act 2010 and the Public Sector Equality Act which came into force in April 2011, the Trust has due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations.

## **1. Introduction**

The Trust Board recognise that the facilities of the TEACH Poole Multi Academy Trust offer a valuable resource for the whole community and are committed to making the facilities of the schools available to other schools, community groups and organisations, where such activity does not conflict with the work of the schools, the best interests of its pupils, the wellbeing and workload of its staff, and does not create a statutory nuisance.

The Trust Board recognise and support the following principles:

- The schools premises represent a significant capital investment and should be properly utilised;
- The schools premises are a valuable community resource;
- Income generated from lettings should be used to support the schools core educational needs;
- Use of the school premises for educational purposes should be given priority when lettings are considered.

Whilst making a surplus from private or commercial lettings is desirable to support sustaining facilities and educational provision across the schools, it is not the primary objective when letting for charitable activities. The schools must cover their costs and any bookings from these particular bodies will be looked at on each individual application.

Any residual surplus, after costs have been deducted, will be used for the further support of the schools core educational needs.

This document details the lettings policy and procedures of TEACH Poole and the role of the Trustees and users of the school facilities (hereafter referred to as the Hirer'). This policy will be reviewed annually by the Trust Board. The use of the schools premises at all times outside the school day is under the control of TEACH Poole.

## **2. Definition of a school letting**

*“Any use of the school premises (buildings and grounds) by parties other than the school and its partners. This may be either individuals or community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.*

The following activities fall within the corporate life of the School. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

- Trust Board meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents' meetings
- School organised events and activities
  
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as community outreach programmes

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. The letting 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 school to it or of creating any tenancy between the school and the Hirer.

## **3. Types of lettings**

The Trust Board has agreed to define lettings under the following categories:

- Community lettings – for community related activities which should be made on the basis of a full recovery of cost
- Commercial lettings – will be charged on a cost plus income margin for the school

## **4. Available Facilities**

The facilities made available for letting are set out in the Schedule of Charges and will be reviewed annually by the Trust Board.

## **5. Charges**

The Trust Board is responsible for setting charges for the letting of each of its schools premises. These are set out in the Schedule of Charges. The scale of charges will be reviewed annually for implementation from the beginning of the following tax year, with effect from 1st April. The schools delegated budgets must not be used to subsidise any lettings unless it is of direct benefit for pupils.

A full recovery charge will be levied which covers the following:

- Cost of services (heating & lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);

For the purpose of charging, the Site Manager on behalf of the Trust Board is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged. The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses. The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting.

## **6. Management of Lettings**

The Site Manager is responsible for the management of lettings, in accordance with the Trust Board’s policy. Where appropriate, the Site Manager may delegate part of this responsibility such as security or child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

An annual report on lettings will be made to the Trust Board and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

## **7. Considering applications for lettings**

Individuals and organisations seeking to hire the school premises should approach the Site Manager, Head of School or Finance Office. Details of charges and conditions of use should be given or referred to. A lettings application form should be completed at this stage. A record of all enquiries should be kept on file.

They will decide on the application with consideration to:

- the purpose of the letting
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, Qualifications of instructors etc.

If the Head of School has any concern about whether a particular request for a letting is appropriate or not, they will consult with the CEO/Executive Head Teacher who is empowered to determine the issue on behalf of the Trust Board. A risk assessment must be conducted for each proposed letting.

The Head of School on behalf of the Trust Board has the right to refuse an application without stating a reason.

## **8. Issuing a Lettings Agreement**

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, ‘the Hirer’, setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced in advance (in order to reduce any possible bad debts) for the cost of the letting and or a deposit to cover any damage, in accordance with the Trust Board's current scale of charges.

No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

### **9. Financial Management**

Charges should be paid preferably before the commencement of the letting, but in any event the Hirer must pay within 28 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. The Trust Board will consider commencing legal proceedings in cases where such payments are not forthcoming.

All lettings fees which are received by the school will be paid into the school's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

### **10. Public Liability and Accidental Damage Insurance**

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

The Hirer must evidence that it has appropriate public liability insurance to cover all its 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. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

TEACH Poole will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **11. Safeguarding**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. This is at the Head of School's discretion.

If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks and abide by the Schools Safeguarding Policy.

It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision in place, that pupil: adult ratios adhere to the Safeguarding policy and up to date enhanced DBS checks have been completed. The Hirer must maintain and provide this information to the

school and notify of any changes in staffing, responsibilities and absence. The school must record this information.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines and checks. The Hirer is prohibited from sub-letting and the school will ensure that any Hirer shall not sub-let the premises to another person.

## **12 Access**

The responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for inclusive access.

The Trust Board reserves the right of access to the premises during any letting. Any conflicting requests for the use of the premises, will result with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements. Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting but cannot be guaranteed. The Hirer must request this in the Application Form.

The Hirer shall not permit the parking of motor vehicles other than in those areas designated for that purpose and shall ensure that no obstruction is caused to exits, entrances or adjoining properties. All vehicles are parked strictly at the owner's risk, and the school shall not be liable for any loss or damage caused to vehicles or their contents.

## **13 Policies**

The school will provide the Hirer with copies of appropriate school policies eg. Lettings, Complaints, Equality, Safeguarding, Disability, Health & Safety, which the Hirer is required to comply with.

## **14 Copyright or Performing Rights**

Any licenses necessary for the legal performance of any copyright work shall be obtained by the hirer prior to the performance. The Hirer shall indemnify the school against all claims, demands or proceedings arising out of any infringement of copyright or unauthorised use during the period of hire.

## **15 Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site be safe, fit for use and regularly PAT tested. The intention to use any electrical equipment must be notified on the application form.

## **16 Premises, Furniture, Fittings and Equipment**

The Hirer shall pay the cost of any reparation required. Use of materials for preparing floors for dancing is prohibited. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the Site Manager, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

The Hirer shall not, without the prior written consent of the school, attach or affix, by whatever means, any item to the walls or fabric of the building and shall not interfere with, change, repair,

or alter in any way whatsoever, any electrical, gas or water fitting, furniture, item or equipment at the school during the period of hire.

Property of the school shall not be used or moved without prior authority. Any costs incurred in the re-instatement of their position or condition will be borne by the Hirer in the event of their having moved or used the instrument without proper consent. The equipment, fixed or otherwise, is to be used only with the written authority of the Site Manager. Every area as used by the Hirer, should be left at the end of each session in a usable and tenable condition with moveable furniture arranged as found. The Hirer shall indemnify the school against any claim that may arise out of its unauthorised use.

### **17 First Aid Facilities**

It is the responsibility of the Hirer to ensure there is appropriate first aid provision and the Booking Form will specify the Hirer will be required to make their own arrangements ie. trained personnel and provision of first aid kit, particularly in the case of sports and club lettings. In the event the hirer is unable to make adequate first aid provision, the school will endeavour to supply this service at an additional cost upon request, and agreed by the Head of School.

### **18 Food, Smoking, Vaping, Drink & Drugs**

No food or drink may be prepared or consumed on the premises unless agreed in advance with the school, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs or legal highs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking / vaping area. Smoking and the use of e-cigarettes is not permitted. Alcohol must not be consumed on the school premises and grounds except with the explicit written approval of the Trust Board. Any licenses necessary for any approved consumption shall be the responsibility of the Hirer, and the Trust prior to the hiring may request inspection of such licenses.

### **19 Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the Caretaker or Site Manager is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

### **20 Behaviour**

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

### **21 Other Restrictions**

Gambling or any act likely to breach the regulations contained within the Gaming Act is strictly forbidden. Animals are not permitted to enter the school or its grounds without prior written approval from the school.

### **22 Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head of School prior to distribution by the Hirer.

### **23 Site Security**

The school will be responsible for the security of the premises before and after the hire. This cost will be included in the charge for the letting. If no suitable person can be employed, 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 direct permission of the Trust Board.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements. The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

The school will ensure the Hirer has made appropriate arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts), transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult: child ratios and supervision arrangements.

### **24 Quality of Service**

From time to time, staff and Trustees have the right to monitor the activities to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users.

## **School Lettings Policy**

### **Equality Impact Assessment**

<b>Question</b>	<b>Response</b>	
Which relevant groups and stakeholders have been consulted with in relation to this policy?		Please tick
	Pupils	
	Trustees	✓
	Staff	
	Parents/Carers	
	Local Authority	
	Trade Unions	
Other Advisors (give details)	Clubs enquiring about lettings. Auditors.	
What are the arrangements for monitoring and reviewing the actual impact of the policy?	Termly	
	Annually	✓
	When applied	
	If legislation changes	✓
	If a formal complaint	✓

<b>Characteristic Group</b>	<b>Is there a potential for positive or negative impact?</b>	<b>Please explain and give examples of any evidence/data used</b>	<b>Action to address potential positive/negative impact (e.g. adjustment to the policy)</b>
<b>Disability</b>	√		Revisions to the physical environment to support use of facilities.
<b>Gender reassignment</b>	√		Access to inclusive facilities.
<b>Marriage or civil partnership</b>			
<b>Pregnancy and maternity</b>	√		Accessibility to facilities taking into account any risk assessments.
<b>Race</b>			
<b>Religion or belief</b>			
<b>Sexual orientation</b>			
<b>Sex (gender)</b>			
<b>Age</b>			
<b>SEN</b>			
<b>Vulnerable</b>			
<b>Traveller, migrant, refugees and people seeking asylum</b>			
<b>EAL</b>	√		Policy can be translated.

