



**EVERY CHILD,
EVERY DAY**
ACADEMY
TRUST



Lettings Policy

Date last reviewed	January 2023
Committee Responsible	FRA
Designated member of staff	MTO
Date of next review:	January 2025

Introduction

The school recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so.

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group or a commercial organisation” and it should not interfere with the primary activity of the school - to provide a high standard of education for all its students.

Activities which fall within the usual life of the school include but are not limited to teaching, governor meetings, school performances, PA organised events and extra-curricular activities of students supervised by school staff.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

Policy Objectives

By letting our premises we intend to:

- maximise the use of the school for the benefit of the community
- ensure that the educational use of the building is prioritised without prohibiting other users
- raise money to support the activities of the school
- pursue the schools' wider community purpose agenda.

Procedure

Considering applications for lettings

1. Organisations seeking to hire the school premises should approach the Director of Development. Details of charges & conditions of hire should be given
2. The Director of Development will decide on the application with consideration to:
 - a. Interference of school activities
 - b. Availability of facilities and staff
 - c. [The schools equality, health & safety, risk assessment, child protection & safeguarding policies](#)
 - d. Wider health & safety considerations such as number of users, type of activity, qualifications of instructors etc.
 - e. If the Director of Development has a concern about whether a particular request for a letting is appropriate or not they will consult with the Headteacher. The Head may, in turn, choose to consult with the Chair of Governors if further clarity on suitability is needed.

Formalising the letting & pre-letting checks

1. Once a letting has been approved in principle, the terms and conditions of hire will be issued to the client/hirer. The school must be in receipt of a copy of the conditions of hire signed by the hirer before the letting takes place. The school will accept either an electronic signature or an email confirmation from the hirer as confirmation that they accept the terms of the lettings contract.
2. All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement and confirm acceptance of such agreement.
3. No member of staff is allowed to vary the Conditions of Hire or deviate from the published charging policy without the prior consent of the governors.
4. The head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other security measure.
5. The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children, young people or vulnerable adults.
6. A complaint about the school from someone letting the school premises should be dealt with following the school's complaints procedure. Complaints by a third party about a letting should be forwarded to the Hirer. If the hirer does not have their own complaints procedure, the school will investigate the complaint following their own procedure.
7. If the booking is for a group activity, the Director of Development will seek copies of the club's safeguarding policy and their liability insurance. Retain evidence that this has been sought.
8. The hirer will be issued with a risk assessment in respect of the school's viewpoint in premises use as well as, the lettings first aid policy and lettings policy. In line with these policies, the lead hirer (signatory on the lettings terms & conditions form) remains responsible for ensuring the safety of their participants while on site and responsible for complying with the terms of the letting.
9. Terms & conditions forms are issued by email to the named individual lead from the tenant organisation. Upon receipt of acceptance, an invoice will be issued to the client and the booking confirmed in the electronic lettings diary.
10. The Site manager, his team, and affected departments are informed and arrangements discussed.

11. In the case of long standing arrangements, annual confirmation is sought as to the hours and facilities needed and the appropriateness of that organisation's safeguarding processes and DBS checks.

Priority for use of school premises out of teaching hours

1. The school has priority use of the property.
2. The school will always seek to cover its costs unless it is a direct beneficiary of a fund-raising activity.
3. The school will seek to treat hirers fairly.
4. Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
5. The head hirer (signatory) is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire document.
6. The school will only allow hiring of the premises for purposes considered appropriate and suitable. The Headteacher will be consulted in cases of uncertainty.

Category of letting

There are three categories of user who, in the event of a clash, should be prioritised in this order.

1. Educational/statutory user (of direct benefit to the school).
2. Community user.
3. Commercial/private user.

The category will be decided by the Head/Development Director/site manager in cases of uncertainty or dispute.

Conditions of hire

- Hirers must have left the premises by the end of the booked period.
- Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
- Availability of premises is negotiable.
- The school is a no-smoking environment.
- The school accepts no responsibility for the loss of personal property brought into or left in the premises during the let.
- The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
- The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.
- Any additional cleaning undertaken by the school will be charged to the hirer at the appropriate rate.
- The hirer accepts that they should familiarise themselves with relevant health and safety information.
- Further conditions are included in the school lettings Terms and Conditions document

Scale of charges

The development director will annually set/review the hire charge for each category of letting and will review the categories of lettings in conjunction with the site manager.

Appendix 1 -

[sample letting terms & conditions contract](#)