



LETTINGS POLICY

Document Control:

This document has been approved for operation within:	Apex Collaborative Trust		
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Owner	CEO		
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Version	Changes identified

Important: *This document is only valid when viewed on the Trust online area (currently The National College). If this document has been printed or saved to another location, you must check that the version on your copy matches that of the document online.*

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1. Statement of intent

The Apex Collaborative Trust aims to maximise the use of all its facilities. 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 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.

2. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2023) 'Keeping children safe in education 2023'

This policy operates in conjunction with the following trust policies:

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Surveillance and CCTV Policy
- Manual Handling Policy
- Asbestos Management Policy

- School Security Policy

3. Roles and Responsibilities

The board of trustees, or its delegated committee, is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the CEO, CFO to ensure all relevant policies and procedures are implemented and made available to hirers.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

The Headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the trust to assess whether or not the premises is suitable for hire in its current condition.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site manager to ensure the premises is fit for use by hirers.
- Ensuring the trust adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the trust'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 the Child Protection and Safeguarding Policy.

The Site Manager or Business/Operations Manager is 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.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

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 Site Manager / Site Supervisor to ensure that the premises is secure after use.

- Obtaining adequate public liability insurance.
- Providing the Business Manager/Operations Manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Business Manager/Operations Manager.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.

4. Emergencies and health and safety

Hirers will conduct their own risk assessments for their activities.

In case of an emergency, the on-site telephones can be used to call the emergency services.

The site manager will check first aid kits to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The Site Manager / Operations Manager will show hirers where first aid kits are, should they be required.

Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Smoking will not be permitted on the premises at any time.

Alcohol will not be brought on to, or consumed on, the premises.

The hirer will be shown the trust's fire exits and evacuation points by the site manager / Site supervisor prior to the first hire date.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the trust's incident reporting procedures.

5. The lettings process

Potential hirers will contact the trust at least two weeks before they wish to use the premises.

Prospective hirers can apply through a Premises Application Form which will be submitted in writing to the school or emailed to email address. (Please see appendix a)

For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.

Hirers will explain their desired use of the premises when completing their application form.

Lettings are to be paid via bank transfer, bank details will be given on agreement of the letting.

Sub-letting of any form is strictly prohibited. If the trust receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the trust will be cancelled.

6. Safeguarding

The school will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities.

The school will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire.

When determining whether to approve an application; the Headteacher 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 schools duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

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).

The headteacher will file an incident report form 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.

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the trust will contact the police/school security who will remove the person or group from trust premises.

7. Fees

The trust requires a minimum **10 percent deposit** of the overall fee to be paid to secure a booking.

The remaining amount is to be paid before or on the requested booking date.

Hirers should give the trust at least **5 days'** notice if they wish to cancel their booking.

If the trust receives inadequate notice of cancellation, the trust may keep the hirer's deposit to account for any loss of earnings.

Trust staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the trust until they have paid the full amount.

The trust reserves the right to take legal action should any outstanding fees remain unpaid for **30 days** after hiring.

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.

8. Using the site

The hirer will liaise with the Site Manager / Business/Operations Manager to ensure the trust remains secure before, during and after use.

Hirers will be given an emergency contact number for the site manager in case of any security breach or emergency.

The trust uses a 'three strike rule' when handling complaints lodged against hirers; however, the trust reserves the right to take more severe action depending on the nature of the complaint.

- 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 explaining that the trust takes a zero-tolerance approach to inappropriate behaviour. This letter will outline that any fines for the behaviour that the trust issues 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 trust premises for any activity for a period of two months. The trust also expects the hirer to issue an apology to the trust and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

The school's car park (where applicable) is available to hirers during their time on the premises; however, the school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

9. Equipment

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Site Manager or Business / Operations Manager. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

Hirers will report any stolen or missing equipment to the site manager immediately.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school.

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will not bring animals onto the premises without permission from the Site Manger / Business/Operations Manager.

10. Monitoring and review

This policy will be reviewed every two years by the board of trustees.

11. Appendices

Premises application form

Name of School:	
Name of Applicant:	
Address (for invoicing purposes):	
Name of Organisation:	
Contact Number:	
Email Address:	
Accommodation Requirements	
Date of hiring:	
Time of hiring:	
Room(s):	
Equipment needed:	
Details of any equipment you will be using on the premises:	

Purpose	
Details of the event:	
Will you be working with children and/or young people?	
Approximate No. of People Attending	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed:	
Date:	

School Use Only – Application / Fee	
The application is acceptable for the use of the school premises	
A chargeable letting at a cost of:	

Per hour/session – Plus VAT where applicable	
Letting fee will be invoiced to hirer and payable through bacs to the school in advance of the letting	
Name of Headteacher:	
Signed by the Headteacher:	
Date:	

Charges For Use of School Premises / Grounds		
Area of School	Total Hourly Charge - <u>Including</u> Site Supervisor on Site	Total Hourly Charge - <u>Exclude</u> Site Supervisor on Site
0-500 Square Metres	£35	£20
501 -1000m2	£40	£24
1001 – 1500m2	£45	£29
1501 – 2000m2	£49	£33
2001 – 3500ms	£61	£45
3501 – 5000m2	£73	£57
5001 – 6500m2	£85	£69
6501 – 8000m2	£103	£87
8001 -10000m2	£117	£102
10001 – 12000m2	£137	£122
Over 12000m2	£140	£124