



Letting Policy

For the Following Academies:

Connaught Junior School
Holy Trinity Primary School
Crawley Ridge Infant School
Crawley Ridge Junior School
Windlesham Village Infant School

This Letting Agreement was reviewed and approved by the Trust Board: Summer 2023
Next Review Date: Summer 2024

Introduction

TAMAT recognises the role that each Academy plays within their communities and welcomes the use of academy premises for hire for a variety of purposes that provide beneficial leisure and other opportunities for its children, residents, and other local parties.

The Alliance Multi Academy Trust has agreed that Academies can supplement their school budgets by encouraging the Letting of their premises where possible, provided that any letting is not detrimental to the school or their pupils.

Application for Hire

- All hires will be by agreement of the Local Academy Board or representative (usually the Headteacher) who may refuse a letting if they consider it in the interest of the school to do so.
- Timings of any hire will be included in the Agreement with the Academy, however, not permitted beyond 11pm.
- All hirers must comply with the regulations set out in the Agreement with the Academy.
- Hirers must be 18 or over to hire any TAMAT School.
- All hirers must have appropriate Public Liability Insurance in place before the letting begins. Proof of this must be provided to the individual Academy.
- All TAMAT sites are no smoking sites, those wishing to smoke will leave the site to do so.
- TAMAT will not be held responsible for the loss or damage of any equipment or vehicles at any site during the hire period.
- Each TAMAT Academy will provide details of Charges through their own Letting Agreement. These charges will be reviewed at least annually, informing Lettings of any increase asap following agreement by the Local Academy Board of the increase.
- TAMAT Academies must be left clean and tidy at the end of the hire.
- A cleaning fee may be included within the hire which will be returned should the Academy be left in a good state of cleanliness.
- Any amendments to a hire must be agreed by the Headteacher prior to a change taking place.
- The Headteacher will decide if there should be a keyholder, a deposit may have to be paid to cover the cost of potentially lost keys. Deposits will be returned at the end of the agreed term. This will also apply to any gate/door entry passes.
- Hirers will be required to provide information on DBS, Safeguarding etc prior to the start period. Failure to complete the checklist may result in a delay to the start of the hire period.
- Where an Academy of The Alliance Multi Academy Trust is used as a polling station the Academy will charge the relevant local authority for any actual cost incurred (i.e cost of Caretaker).
- Hirers requiring a licence should be agreed and applied for in advance.
- In event of the Academy needing to cancel, neither the hirer or the Academy will be able to claim compensation.
- Hirers will provide the details of the responsible adult in advance of the start date.
- Information on the site will be provided to the hirer (e.g. maps for the agreed areas of use, emergency exits).

Safeguarding/Data Protection

The Alliance Multi Academy Trust is committed to Safeguarding and promoting the welfare of children and young people and expects the hirers and their representatives to share this commitment.

The Alliance Multi Academy Trust requires that all hiring which involve groups working with children have the appropriate disclosure from DBS.

All hiring organisations will comply with The Alliance Multi Academy Trust Data Protection Policy and remain GDPR compliant at all times.

Hirers will supply their own First Aider and supplies while onsite.

Charges

- All charges will be agreed by the Local Academy Board and subject to annual review.
- Charges will include an element for use of energy, water and if required the cost of Caretaking.
- Consideration may be given to reductions of cost for charitable and community groups.
- Other charges as agreed by the Local Academy Board will be added, this will include an element of profit.

Application Process

Each hirer must complete an Application Form provided by the Academy prior to start of the agreed date. This application will set out charge for the period along with any other information required to be provided by the hirer.

The Application will be reviewed by the Headteacher who will make the decision to agree to the hire going ahead. The Office Manager will notify the hirer of the decision to proceed.

By agreement with the hirer the Office Manager will arrange for invoices to be raised at appropriate periods.

For one off hiring payment must be received prior to commencement of the Agreement.

1. 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, but not limited to the following:

- DfE (2018) Advice on Standards for School Premises
- DfE (2015) The Prevent Duty
- HMRC (2020) Land and Property (VAT Notice 742)
- HMRC (2019) Educational and Vocational Training (VAT Notice 701/30)
- DfE (2021) Keeping Children Safe in Education 2021

This Policy operates in conjunction with the following Trust Policies:

- Premises Management Documents
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy (in the case of Windlesham Village Infant School)
- Asbestos Management

2. Roles and Responsibilities

The Local Academy Board is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the Headteacher to ensure all relevant Policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the cost of any bills e.g. electricity and water, that may be attributed to the use of the premises are covered.

The Headteacher (or delegate) is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated Premises Supervisor.
- Working with the Academy Trust to assess whether or not the premises are suitable for hire in its current condition.
- Ensuring the Academy Trust 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 Site Manager to ensure the premises is fit for use by the hirer.
- Ensuring hirers familiarise themselves with any relevant policies and procedures e.g. First Aid and Fire Regulations.
- Ensuring the Academy Trust adheres to the Premises Management Plans.
- Reviewing and, where necessary, amending the Risk Assessment for the use of the building.
- Review the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding and Keeping Children Safe in Education Policies.

The Site Manager/Caretaker is responsible for:

- Ensuring the equipment and facilities requested are clean and in good working condition for each hirer.
- Working with the hirer to ensure high levels of security are maintained.
- Showing the hirers how to open the premises and secure/lock after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement equipment.

The Hirer is responsible for:

- Ensuring the proper use of the facilities and equipment they have requested for 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/Caretaker to ensure that the premises are secure after use.
- Obtaining adequate Public Liability Insurance
- Providing the Headteacher with proof that they hold a current and relevant Insurance Policy.
- Obtaining all necessary safeguarding checks where required e.g. DBS checks and providing the information to the Headteacher.
- Reading the Child Protection and Safeguarding Policy and other relevant Policies, ensuring they are understood and rules within are adhered to.
- Informing the Headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to any Risk Assessment in place by the school.

3. Emergencies and Health and Safety

The Site Manager/Caretaker will undertake relevant Risk Assessments for the suitability of the site before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.

Hirers will conduct their own Risk Assessments for their activities, providing a copy to the Academy.

All hirers will be advised to have access to at least one mobile phone that can be used to call the emergency services.

Hirers have responsibility for ensuring a qualified First Aider is onsite during the hiring times.

Smoking will not be permitted on any part of the Academy, anyone wishing to smoke must leave the school site and move away from the entrance gates.

Alcohol is not permitted to be brought in or consumed in the Academy unless the hirer holds a licence to sell alcohol. Any arrangements with this needs to be agreed with the Headteacher/Local Academy Board prior to the event.

The hirer must familiarise themselves with the Fire Regulations of the Academy. The Academy will make the information available to the hirer.

The hirer will be made aware of the fire exits and evacuation points prior to the start of the letting.

4. Asbestos Management

Hirers will be notified of any asbestos identified in the area they may be hiring and provided information and instructions by the Site Manager/Caretaker on what precautions need to be taken.

Any unplanned disturbance of asbestos after the facilities have been hired must be reported to the Site Manager/Caretaker and Trust Compliance Officer asap with the following action taken:

- All activities will stop, and everyone will be evacuated from the affected area.
- Staff, pupils and visitors will not be allowed to re-enter the affected area until necessary remedial action has been taken.
- Items, including equipment, books or personal belongings will not be moved from the area.
- Advice will be sought from an Asbestos expert regarding remedial action.

Unless the incident is minor the Compliance Officer will notify the HSE, as there is a legal requirement to do so under the Reporting of Injuries, Diseases and Dangerous Occurrences (RIDDOR) 2013.

5. Letting Process

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

Prospective hirers should apply in writing (or on application form if available from the Academy) should they wish to hire the premises.

For regular hires, only one application needs to be submitted that shows all dates for the hire. Any amendments need to be added to a further letting application (or addendum).

Hirers will explain their desired use of the Academy, including areas they would like use of.

Once received the Headteacher will inform the Local Academy Board of the application.

The Academy will arrange invoicing to the hirer, in line with agreement.

Sub-letting of any form is strictly prohibited. Any information received that this will or has

happened will result in the letting being cancelled by the Trust immediately.

6. Safeguarding

The Academy will ensure that appropriate arrangements are in place to keep children safe during the hiring of the school premises and facilities. Organisations submitting a letting request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The Local Academy Board and Trust Board will ensure these arrangements are in place and liaise with the organisation on these matters where appropriate.

The Trust will ensure safeguarding requirements are included in any agreement as a condition of use and occupation of the premises. Failure to comply will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Trust Board prior to approval.

When determining whether to approve an application, the Local Academy Board will consider the following factors:

- The type of activity
- Possible interference with Academy activities
- Availability of facilities
- Availability of staff
- Health and Safety considerations
- Trust duties with regard to prevention of terrorism with radicalisation
- If 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 Academy will file an incident report with the Trust Board if they have reason to believe 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 a 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 who will remove the person or group from the Trust premises.

7. Fees

The Academy will invoice in accordance with their local agreement for the letting fees.

Hirers should give the Academy at least 5 days' notice should they wish to cancel a booking. The

Academy reserves the right to charge for any inadequate cancellations that result in loss of earnings.

The Headteacher/Local Academy Board reserve the right to refuse access to the premises if the whole fees have not been paid.

The Trust reserves the right to take legal action should any outstanding fees remain unpaid for a period after the hire.

Any equipment requested for use by the hirer that becomes lost or damaged will be charged by the Academy for the repair/replacement.

8. Using the Site

The hirer will liaise with the school to ensure the site remains secure before, during and after use.

Hirers will be given an emergency contact number for use in case of emergency.

Times for the letting will be agreed in advance with the Academy.

Keys and or security codes will not be passed to any other person by the hirer, unless agreed by the Academy.

The Trust has the following in place to protect the Academy when a complaint is lodged against the hirer:

Strike one – hirers will receive a verbal warning about their conduct on the property and 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. The letter will outline any fines for the behaviour.

Strike three – The hirer will be barred from booking the premises for any activity for a period agreed with the Academy. An apology will also be requested from the hirer.

Use of public announcement and loudspeakers has to be agreed by the Academy. The Academy should also agree the maximum noise level.

The Academy may agree to the use of the car park, however neither the Academy or Trust takes responsibility for any loss, damage or accident that may occur whilst the car park is in use.

9. Equipment

Hirers must identify any equipment they require from the Academy in their application form. Use of any additional equipment must be agreed with the Academy prior to use.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Academy.

The hirer will be charged for any damage to furniture or equipment at the Academy.

The Academy will not be held responsible for loss or damage of any equipment belonging to the hirer while being used at the Academy.

If CCTV is in use at the Academy, the hirer will be provided a copy of the CCTV Policy.

Hirers must have permission to use the Academy kitchen, the Catering company will be informed who will carry out any necessary training to ensure equipment is used in accordance with regulations.

Any food and drink will be prepared in accordance with the relevant Food and Hygiene regulations.

Hirers will arrange any additional insurance required (i.e music or sale of alcohol), with a copy provided to the Academy in advance.

Animals are not permitted onto the Academy site unless agreed by the Headteacher.