

Lettings Policy

Aim of the Trust

One community. Many ideas. Everyone's future.

We aim to provide an exceptional education for every child in the Trust through an ethos of collaboration and high aspirations and through the principles of quality learning using curiosity, exploration and discovery.

This policy is linked to

- Health and Safety policy
- Safeguarding Policy
- Fire Safety Management Policy

Principles

The Trust regards its buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Trust is to support the academies in providing the best possible education for their students, and any lettings of the premises to outside organisations will be considered with this in mind.

The Trust will not permit its buildings and grounds to be let:

- for political rallies or demonstrations;
- for purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules;
- for functions attended by people whose presence may cause civil unrest or division within the community;
- to an organisation or individual which has been banned by law.

The academies' delegated budgets (which are provided for the education of their students) cannot be used to subsidise any lettings by the community or commercial organisations. A charge will be levied to meet the additional costs incurred by an academy in respect of any lettings of its premises. As a minimum, the *actual* cost to an academy of any use of its premises by an outside organisation must be reimbursed to the academy's budget.

Purposes

- To provide clear guidance on lettings and the hire of the Trust's premises and equipment.
- To enable community and lifelong learning access to the Trust's sites and premises.
- To promote the use of the Trust's facilities by the wider community.
- To safeguard the interests of The Arbib Education Trust.
- To ensure that the out of hour's use of an academy site is not subsidised by the corresponding academy budget and is sustainable.

Guidelines

Definition of a Letting

A letting may be defined as *“any use of the Trust’s premises (buildings and grounds) by either a community group (such as a local music group or football team), an individual or group of individuals, or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*. A letting must not interfere with the primary activity of the Trust, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents’ meetings, Trust or Local Governing Body meetings and extra-curricular activities of students supervised by trust staff, fall within the corporate life of the Trust. Costs arising from these uses are therefore a legitimate charge against an academy’s delegated budget.

Charges for a Letting

Charging via Lettings Management Partner

The lettings management partner together with the trust’s executive management are responsible for setting and agreeing the hourly rates for each of the facilities available for letting. These charges should be benchmarked against similar local facilities. The charge levied covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning, reception) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear” (if appropriate);
- Cost of use of academy equipment (if applicable);
- Profit element (if appropriate).

The rate per hour is set to consider the above costs and assumes full capacity. The lettings partner has discretion to vary the price in order to incentivise new customers.

Direct Charging

Where a lettings management partner is not used, the specific charge levied will include all of the cost above and will be reviewed annually, during Term 4, for implementation from the beginning of the next financial year, with effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from HMRC.

Management and Administration of Lettings

The Headteacher is responsible overall for the management of lettings, in accordance with the Trust’s policy. The Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

The vetting of clients is done by the letting’s management partner on behalf of the school or by the Headteacher where there is no letting’s management partner. The school is then notified of the prospective client. The nominated person within each school then has the opportunity to carry out their own due diligence before the booking is accepted.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Executive Principal and the Chair of the Business Committee, who are both empowered to determine the issue on behalf of the Trust Board.

The Trust reserves the right to cancel any bookings where it considers:

1. that such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
2. the users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Trust or harm the reputation of the Trust.

The Administrative Process

Regardless of the method of hire, either direct through the school or via a lettings partner, a Lettings Agreement must be completed by the Hirer. Hirers will also be issued with a copy of the terms and conditions, including details of safety requirements and fire procedures. The Trust Board has the right to refuse an application, and **no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.**

Should a new client request a booking (other than 3G) the lettings management partner must follow the due diligence process as well as taking references as appropriate.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All amounts received by the academy from the letting organisation will be paid into the academy’s individual bank account, in order to offset the costs of services, staffing etc (which are funded from the academy’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.

Where an academy manages lettings directly. The same procedures will be followed by the academy.

Conditions of Hire

- Acceptance of Conditions - The hiring of Academy accommodation is permitted only on these conditions. Acceptance of a booking confirmation is deemed to be acceptance of these conditions.
- Nominated organiser - The hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure these conditions are adhered to. This person must make her/himself known to the designated staff member at the start of the letting.
- Areas hired - The hirer must ensure that only the areas hired are used and that food is not taken outside the atrium at TLA, all restaurants, or vinyl area/hall at TLAP
- Behaviour and Supervision - In conjunction with the **Safeguarding Statement** above; children must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those using the facilities they have hired, including keeping noise at a reasonable level as determined by on-site staff.
- Periods of hire - The hirer must ensure that booking times are not exceeded.
- Numbers - The numbers of people attending at any one time must not exceed the numbers indicated on the booking form unless subsequent agreement has been obtained by the school and lettings management partner. Failure to comply with this condition will result in the immediate termination of the letting without refund.

- Cleaning - The hirer must leave the areas used, including the school grounds, in a reasonable state of cleanliness. Failure to do so will result in a bill being raised for extra cleaning.
- Fire - The hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.
- Health and Safety - The hirer must make her/himself aware of the Trust's Health and Safety Policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.
- Equipment, fabric and fittings - No use may be made of equipment without the prior agreement of the school and the hirer must not interfere with the fabric, fittings or contents of the premises in any way. The hirer has a responsibility to ensure that the facility/ equipment is left in the condition that they found it. Any damage to facilities and/ or equipment can result in an additional cost to the hirer and or termination of booking.
- Hirer's property - Permission should be obtained from the school in advance if the hirer wants to bring electrical equipment onto the premises. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises. The hirer should provide insurance for these items.
- Right of access - The Trustees/governing body reserves the right of access to the premises during the letting.
- Own Risk - It is the hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.
- Accident or Injury - The Trustees/governors do not accept any responsibility for any accident or injury or loss of property
- Should the academy staff be called out due to the shortage or shortcomings of the letting's management partner, a separate charge will be made to the letting management partner.
- Photos can only be taken with the permission of the academy. Doing so without permission could lead to the termination of the contract.

Safeguarding

Child Safeguarding Statement – To be read by everyone involved in Academy Lettings and those assisting with the supervision of young people (at all times).

- All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse.
- Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights.

We believe, therefore, that regardless of whether or not we are *in loco parentis*, both the Academy and the Lettings Organiser have a duty of care to:

- children and young people who take part in any activity.
- staff, including student helpers who are asked to take part in any activities.
- parents/carers of the children that are placed in our care.

Guidelines

Staff (and letting organisers/users) should always be aware of the needs of young people, and be vigilant for any possible signs of abuse.

Staff should not spend time alone with young people, especially away from others. Meetings with individual young people should take place as openly as possible. If privacy is needed, the door should be left partly open and other staff present or informed of the meeting.

Staff should not have unnecessary physical contact with young people. There may be occasions when physical contact is unavoidable or positively desirable or necessary, such as providing comfort or reassurance, or for physical support. Contact may also take place during sports. Physical contact should,

however, only take place with the consent of the child and the purpose of the contact should be made clear.

It should be remembered that, on rare occasions, young people themselves can be responsible for abusing their peers.

Staff should never:

- engage in sexually provocative or rough physical games;
- allow children to use inappropriate language unchallenged (e.g. racist, sexist or homophobic comments);
- make sexually suggestive comments in front of, about, or to a young person, even in fun;
- let allegations made by a young person go without being addressed and recorded;
- deter young people from making allegations through fear of not being believed;
- jump to conclusions without checking facts;
- rely on their own good name to protect them (i.e. everyone regardless of position should adhere to these guidelines).

Public Liability and Accidental Damage Insurance

The hirer will be required to confirm that adequate and appropriate insurance cover is in place for the activity to be carried out. *Any lettings management partner will also be required to maintain its own adequate public liability and hirer's liability insurance and provide a copy of this to the academy annually.*

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Author: Janine Tuck

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