



Lettings Policy

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Approved By:	Executive Team
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Person Responsible:	Chief Operating Officer

Our Christian Ethos and Values

Our academies are open to all and accepting of all regardless of faith. Our passion and ambition are to see children and young people in all our academies achieve excellent educational outcomes alongside developing and growing into their potential as individuals made in the image of God.

Our culture is one of high aspiration for all. This is rooted in our Christian values as demonstrated in the life and teachings of Jesus Christ. We have a desire to see our academies acknowledged as places of aspiration, high quality learning, achievement and hope making a significant contribution to the communities they serve.

All policies within St Benet's Multi Academy Trust (hereafter referred to as "the Trust"), whether relating to an individual academy or the whole Trust, will be written and implemented in line with our Christian ethos and values.

Overall accountabilities and roles

The Trust has overall accountability for all its academies and staff. Through a Scheme of Delegation it sets out the responsibilities of the Trust, its Executive Officers, the Local Governance Committee and the Headteacher. The Headteacher of each academy is responsible for the implementation of all policies of the Trust.

All employees of the Trust are subject to the Trust's policies.

Contents

1. Purpose	3
2. Definitions	3
3. Insurance	4
4. Safeguarding	4
5. Lettings charges	4
6. Terms and conditions of hire	5
7. Delegated Responsibly	5
8. Monitoring and Review	6
Lettings booking form/hire agreement	7
Childcare disqualification declaration form	9

1. Purpose

The Board of Trustees regards the Trust buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

The Board of Trustees will endeavour to maximise the use of the premises to support local families, services and community, with priority for providing the best possible education for its pupils.

Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities. Any funds raised through lettings within a financial year are retained locally to support the Academy's broader delivery of education in its community and to benefit the pupils of the specific school.

2. Definitions

A letting may be defined as:

“Any use of the Trust buildings and grounds by parties other than the Trust and its partners. This may be a 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 Trust. 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:

- Local Governance Committee meetings.
- School performances.
- Family learning.
- Parents' meetings.
- Trust meetings or events.

3. Insurance

The Trust holds a Public Liability Insurance provided by the Department for Education's Risk Protection Arrangement (RPA) Scheme. This insures the Trust against claims for injury or damage to members of the public that may arise due to negligence.

It is essential that all organisations wishing to use Trust premises should have their own public liability insurance to cover them for any services and activities they provide and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document must be seen, and a copy taken by the school and kept on file.

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 the Hirer and shared with the school and kept on file in the school, this should be received by the school prior to hire, at the time of the booking.

4. Safeguarding

Hirers providing services to children, whether pupils at the Trust/school or others, must have policies and procedures in place to ensure children's safety in terms of risk assessments and GDPR.

The hirer must adhere to the Trust's safeguarding policies and procedures and hold a valid enhanced DBS. This enhanced DBS must be presented annually and a disqualification by association form must be completed.

5. Lettings charges

Lettings charges – valid from Date [Academy to personalise date and rates]

Community / Charitable Body: Rate Card

	Monday to Friday	Weekend/Bank Holiday
	Cost per hour	Cost per hour
Hall	£18	£27
Classroom	£13.50	£20.25
Grounds	£9	£13.50

All other Organisations: Rate Card

	Monday to Friday	Weekend/Bank Holiday
	Cost per hour	Cost per hour
Hall	£20	£30
Classroom	£15	£22.50
Grounds	£10	£15

Heating is £10.00 extra for the duration of the let and the use of the kitchen will incur an additional charge of £15.00.

6. Terms and conditions of hire

1. An Application for Hire form must be completed and returned to the Academy, normally at least two weeks prior to the proposed date of hiring and in any event at least 3 working days before any proposed hire, with advanced agreement from the Academy.
2. Confirmation or otherwise of the booking will be given in writing within one week of receipt of the Application for Hire form, except where this is not possible due to the timings at point 1 above.
3. All hirers must carry sufficient third-party liability insurance to satisfy RPA requirements (currently £1 million).
4. Payment is required in advance of any booking and will be documented with an invoice presented to the hirer. Any booking which has not been paid in advance will be void.
5. Any damage to the Trust premises or the property therein will be the responsibility of the hirer who will be required to make good any damage, or pay the costs of making good.
6. Three clear days' notice is required if a booking is to be cancelled. If due notice is not given, the hirer will be required to pay the full hire charge. If a letting is cancelled by the Trust or Academy a full refund will be given.
7. The hirer must ensure that a responsible person is present on the premises at all times during the period of the letting.
8. Any additional cleaning or tidying up time required as a result of the let will be the subject of an additional charge.
9. The Trust accepts no responsibility for the loss of or damage to personal property brought into or left on the premises during the letting, including any vehicles parked on the Trust site.
10. The hirer must agree that no equipment will be used without the approval of the Trust and that any installation of the hirer's equipment will be carried out by competent personnel.
11. The hirer accepts that they should familiarise themselves with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of a fire should also be studied and the information disseminated.
12. The Academy premises, grounds and facilities will not be used for Gambling or the consumption of alcohol except during special events where an appropriate Temporary Event Notice (TENs) will be applied for by the organisers of such an event, and appropriate notice of approval obtained from the local licensing authority and written approval from the Chief Executive Officer of the Trust.
13. All lettings must terminate by midnight unless overnight hire has been agreed in advance. All users must vacate the Trust site by midnight, however, music etc. must be terminated by 10.30pm.
14. The Trust operates a no smoking policy. No hirers or attendees of functions may smoke anywhere on a Trust site.
15. The hirer will not do or permit anything to be done which may constitute a nuisance or annoyance to other users of the Trust site or to residents of properties adjoining the premises.

7. Delegated Responsibility

The Trust delegates responsibility for lettings to the Headteacher of each Academy.

- a. **The Headteacher has delegation to agree to a letting on their site, provided the letting meets the other requirements of this lettings policy**
- b. **The Headteacher may further delegate this responsibility to a School Business Manager if this role is part of their local staffing establishment**
- c. **The Headteacher may decide that despite a letting meeting the criteria for a qualifying let, that this may be declined for operational reasons or due to a conflict, or perceived conflict with the Academy's aims and objectives. There is no appeal for any letting declined by a Headteacher**

8. Monitoring and Review

The Board of Trustees, through the Executive Team, reviews and approves this policy every three years. It may, however, review this policy earlier than this if the government produces new regulations, or if it receives recommendations on how this policy might be improved.

Lettings booking form/hire agreement

Booking Details	
School	
Date/s required	
Sessions required	<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening <input type="checkbox"/> Evening (Late finish) <input type="checkbox"/> Full day <input type="checkbox"/> Other
Time of hire	
User	<input type="checkbox"/> Private <input type="checkbox"/> Local group <input type="checkbox"/> Commercial <input type="checkbox"/> Event <input type="checkbox"/> Other
Maximum number of people attending:	
Hirer Details (including organisation)	
Name:	
Address:	
Telephone:	
Mobile:	
Email:	
Charges Payable:	
Method of payment:	<input type="checkbox"/> BACs
Total due:	

Please sign and date this agreement, confirming that you have read and understood a copy of our terms and conditions of hire and agree to abide by them.

I attach insurance details and a risk assessment to the Trust.

Signed:.....

Date:.....

Signed on behalf of the Trust:.....

Childcare disqualification declaration form

Name	
Role	

As part of our duty to safeguard pupils, we need to check whether you have been disqualified from caring for children. Please answer the questions and sign both of the declarations below.

Please note that you are not required to disclose convictions or cautions that are 'protected' as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013).

Self-declaration

<p>Have any orders relating to the care of children, as set out in schedule 1 of the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, been made in respect of you? This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Orders disqualifying you from caring for children • Orders disqualifying you from private fostering • Any refusal of an application for you to be registered in relation to a children's home • Care/child protection orders issued in respect of a child in your care 	Yes/No
<p>Have you been convicted of committing, or been given a caution, reprimand or warning since 6 April 2007 for, any offences set out in regulation 4 and schedules 2 and 3 of the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018? This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Any offence against or involving a child • Any sexual offence • Any violent offence, i.e. murder, manslaughter, kidnapping, false imprisonment, actual bodily harm (ABH), or grievous bodily harm (GBH) 	Yes/No
<p>Have you been barred from working in regulated activity with children (i.e. are you included on the Disclosure and Barring Service Children's Barred List)?</p>	Yes/No
<p>Have you committed an offence overseas which would have resulted in disqualification if it had occurred in the UK?</p>	Yes/No
<p>Please provide further information where you have answered 'Yes' to any of the questions above.</p> <p>.....</p> <p>I will make the school aware of any changes in my circumstances, including any cautions or convictions that affect my suitability to care for children.</p> <p>Signed:..... Date:.....</p>	