



Lettings Policy

Document Control

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1. INTRODUCTION

1.1. The Leger Education Trust Lettings Policy aims to facilitate fair use of Leger Education Trust facilities by local communities. Leger Education Trust is committed to generating additional income from the hire of our facilities which provides additional income to our educational funding and helps maintain the standard of our facilities.

1.2. As part of our community involvement, promoting community use of our facilities is important to us. We will promote a balanced range of activities across the Trust and give preference to those in which our pupils can play an active part.

1.3. Where applicable, any Leger Education Trust academies which offer extended stay to pupils will give preference to our pupils and our facilities will not be used in any way that is detrimental to them. We reserve the right to cancel any booking without notice should we have cause for concern.

1.4. Leger Education Trust is committed to supporting the Government's Prevent Strategy. In upholding our Safeguarding and Child Protection Policy we identify risk and work with local partners to prevent radicalisation and extremism. Statutory guidance on the Prevent duty, which explains schools' duties under the Counter-Terrorism and Security Act 2015 <https://www.gov.uk/government/publications/prevent-duty-guidance>

1.5. We will not hire or let any Leger Education Trust premises to any party, individual or group that we feel would be in conflict with our duty under the Prevent Strategy, or who may disseminate radical views to pupils and/or staff. We reserve the right to carry out checks on organisations who apply to us under this policy to ensure compliance with our policy and statutory legislation.

2. SCOPE

2.1. This Policy applies to all staff.

3. EQUALITY

3.1. In accordance with the Equality Act 2010, the specific legal obligations and duties in relation to discrimination and social inclusion, we seek to:

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

3.2. Our academy is committed to supporting the above statements and we expect hirers of the academy to share in this commitment. Unlawful discrimination and harassment of any member of the academy community is expressly prohibited.

4. FACILITIES AVAILABLE FOR HIRE AND PRICES

4.1. Leger Education Trust academies are at liberty to decide which parts of their premises are available for hire ('the Facilities') and what prices are set. The expectation is that academies will charge in line with local market rate and that a fair booking system is in place which gives opportunity to all groups.

4.2. Leger Education Trust academies may have a discounted pricing structure for local community groups.

4.3. Application for this is to be made by the local group (see Appendix A Application Form) and each case will be considered by the academy on its individual merit.

4.4. In circumstances where individuals wish to hire the Facilities (e.g. for a birthday party or similar), each application will be considered by the Director of Operations. Such hires would need to be supervised by at least one member of Leger Education Trust staff.

4.5. Academies must have a clear audit trail and a robust method of billing through the central finance team, thus ensuring cash is handled appropriately and internal audit can, if required, review any booking from initial agreement, through to use of the facilities and income recorded correctly in the accounts system. The Trust must also ensure the correct and accurate recording of VAT is applied.

5. TERMS AND CONDITIONS OF USE

5.1. The terms and conditions are the minimum expected between a Leger Education Trust academy and a hirer(s). These need to be agreed and signed by both parties (see the declaration required in Appendix A).

5.2. These terms and conditions, together with the Application Form to hire the facilities, shall constitute the contract between the Academy and the hirer(s).

6. APPLICATION

6.1. Application for hire must be made on the Application Form provided. This will form the basis of a licence to use Leger Education Trust facilities.

6.2. If an organisation is hiring the facilities both the organisation itself and its members are jointly and severally liable under this agreement.

6.3. The hirer must ensure that everybody making use of the facilities complies with the conditions of use. This agreement is personal to the hirer and may not be assigned to any third party.

6.4. The number of persons using the facilities shall not exceed the number advised by the hirer and authorised by the academy.

7. CANCELLATION

7.1. There will be at least two weeks' notice, in writing to the academy, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee, or full fee if within one week.

7.2. The academy reserves the right to cancel any booking at any time in the event of the academy requiring any of the facilities for academy and education purposes or for any other reason which is considered necessary by the academy. Please note that this may be at short notice but as much notice as possible will be given.

8. PAYMENT

8.1. The first fee is payable in full upon signing and submitting the Application Form, or half termly in advance (if agreed in writing), for bookings covering a period longer than one term.

9. INDEMNITY AND INSURANCE

9.1. The hirer shall be responsible for all damage caused and shall indemnify the academy against all loss, damage and expense unless due to the negligence of the academy and any such damage shall be reported immediately to the academy.

9.2. Any damage caused to the facilities (or elsewhere in the academy) shall be compensated to an extent considered reasonable at the discretion of the academy, within seven days of a written demand.

9.3. The hirer shall indemnify the academy against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the facilities unless due to the academy's negligence.

9.4. The hirer shall obtain insurance against legal liabilities to third parties (including the academy) with a limit of indemnity of at least £5 million for any one incident. The Certificate of Insurance must be attached to the Application Form.

9.5. The provision of insurance documentation would not apply to individuals wishing to hire. A deposit would be required and this amount should be agreed with the Director of Operations in advance of the application for hire being approved. See 4.4 above for the approval process for individuals wishing to hire.

10. THE PREMISES

10.1. Access is restricted to the facilities and any toilets and access shall only take place during the designated time and for the permitted purpose. The Application Form in Appendix A will confirm the facilities that can be accessed.

10.2. No open flames are allowed. Smoking or vaping is not permitted anywhere on the site.

10.3. The hire of the Facilities does not include the use of any equipment, including PE, except where specifically agreed between the parties; such equipment will be detailed in the Application Form and may be

subject to further fees; kitchens and catering equipment shall not be used unless approved by the academy subject to any conditions that may be imposed.

11. PERFORMING RIGHTS AND LICENSES

11.1. No copyright works shall be performed in the facilities without the licence of the copyright owner and the hirer shall indemnify the academy against any penalty or sanction for any copyright infringement that may occur.

11.2. The hirer shall not use the facilities for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained along with prior written permission from the academy.

11.3. The facilities shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the academy.

11.4. No alcoholic drinks shall be brought onto academy premises except where the Director of Operations agrees otherwise and where a licence has been obtained.

11.5. No film or video shall be shown or taken in the facilities without the academy's prior consent.

12. HEALTH AND SAFETY

12.1. The hirer is responsible for the health and safety of everybody using the Facilities (including first aid) and must make itself aware of the fire precautions and procedures in existence.

12.2. Electrical apparatus shall not be brought onto the facilities without the academy's consent, and all electrical equipment must have an 'in date' PAT test.

12.3. Animals, other than guide dogs, are not permitted in the Facilities without the written prior consent of the academy.

12.4. The hirer will leave the facilities in a clean and orderly state.

12.5. The disposal of any refuse arising from the use of the Facilities is the responsibility of the hirer.

12.6. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 or vulnerable adults, even if this is supervised.

12.7. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the academy site.

12.8. All clubs/organisations hiring the facilities must have the following policies in place:

- Health and Safety
- Quality Assurance
- Safeguarding and Child Protection (if working with children).

12.9 The hirer must work with national or local restrictions with regard to COVID-19 and have suitable systems of control, and provide a robust risk assessment for review and approval before any hire takes place.

13. PRESERVATION OF ORDER

13.1. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

13.2. The academy does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public in the facilities during the period of the hire. No equipment may be stored in the facilities.

13.3. The hirer must provide details of a "Nominated Responsible Officer" who must be present on site at all times of the agreed hire period. This person will be responsible for ensuring that the terms and conditions of use are adhered to whilst in the facilities and will also be the point of contact between the persons using the facilities and our Leger Education Trust staff on site.

14. RESPONSIBILITIES

14.1. The following responsibilities apply in respect of this policy:

- Board of Trustees – Responsible for approving the Policy
- Director of Operations – Accountable for ensuring that implementation and compliance of the Policy is effective trust-wide

- School Business Manager – Responsible for approving lettings applications and ensuring compliance with the policy in the academies.

15. MONITORING AND COMPLIANCE

15.1. Additional advice and support to help individuals comply with this policy can be sought from the Director of Operations.

APPENDIX A – APPLICATION FORM

HIRER TO COMPLETE	
NAME	
ADDRESS	
TELEPHONE	
EMAIL	
IF BOOKING ON BEHALF OF A CLUB OR ORGANISATION, PLEASE STATE YOUR ROLE	
NAME OF ORGANISATION	
ADDRESS	
POSITION	

RESPONSIBLE OFFICER (SEE POINT 12)	
NAME	
ADDRESS	
TELEPHONE	
EMAIL	
POSITION	

SECONDARY RESPONSIBLE OFFICER (TO ACT AS RESPONSIBLE OFFICER IN ABSENCE OF NAMED ABOVE)	
NAME	
ADDRESS	
TELEPHONE	
EMAIL	
POSITION	

FACILITIES TO BE INCLUDED IN HIRE		
DAY/DATES REQUIRED	START TIME	END TIME

REGULAR BOOKINGS	
PLEASE CIRCLE	M T W T F S S

START TIME	
FINISH TIME	NUMBER OF WEEKS
DATE OF FIRST HIRE	LAST DATE OF HIRE (OR ONGOING)

AREA/FACILITIES REQUIRED	
FACILITIES REQUIRED	
EVENT TITLE	
IS THE EVENT ECLUSIVELY FOR 0-19 YEAR OLDS?	Y N
EXPECTED NUMBERS	
EQUIPMENT REQUIRED	
<i>PLEASE NOTE THAT THE HIRERS EQUIPMENT MUST BE PAT TESTED.</i>	

PAYMENT
IN ORDER TO SECURE YOUR BOOKING, PAYMENT WILL BE IN ADVANCE OF THE BOOKING. THE TRUST WIL ISSUE AN INVOICE WITH PAYMENT INFORMATION.

INSURANCE	
ALL HIRERS MUST HAVE PUBLIC LIABILITY INSURANCE WITH COVER OF AT LEAST £5MILLION	
NAME OF INSURER	
POLICY NUMBER	
EXPIRY DATE	
LIMIT OF IMDEMNITY	
A COPY OF THE INSURANCE CERTIFICATE MUST BE RETURNED WITH THIS FORM IN ORDER TO SECURE YOUR BOOKING.	

DBS CHECKS/CERTIFICATES/QUALIFICATIONS	
IF THE HIRE INVOVLES YOUNG PEOPLE UNDER THE AGE OF 18, HAVE ALL STAFF WORKING WITH THE CHILDREN BEEN ENHANCED DBS CHECKED?	
NAMES OF STAFF	
ENHANCED DBS IN PLACE	Y N
COACHING ACTIVITIES - DOES THE COACH HAVE THE APPROPRIATE QUALIFICATIONS?	Y N
QUALIFICATION DETAILS	

REFERENCES
Please give the contact names & addresses of two organisations we may contact for a reference (including previous/current premises used):

NAME OF ORGANISATION	
CONTACT NAME	
ADDRESS	
EMAIL	
TELEPHONE	

NAME OF ORGANISATION	
CONTACT NAME	
ADDRESS	
EMAIL	
TELEPHONE	

DECLARATION		
I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE	Y	N
I AGREE TO INDEMNIFY LEGER EDUCATION TRUST AGAINST ANY CLAIMS FOR LOSS OR DAMAGE OR PERSONAL INJURY	Y	N
SIGNATURE		
NAME		
POSITION		
DATE		

PLEASE RETURN THIS FORM TO THE SCHOOL BUSINESS MANAGER