



Lettings Policy

Document Control

Version	Author	Summary of Changes	Approved By	Date Published	Date of Review
V1	RGR	New Policy	Trust Board	Mar 2021	March 2024
V2	RGR/JP	<ul style="list-style-type: none"> 1.6 and 1.7 additions in response to updated KCSIE 6.1 Change in vocabulary 10.3 change in vocabulary 12.1 change in vocabulary to reflect updated KCSIE re Fire Safety and Evacuation Plans Deleted 12.9 regarding Covid expectations. Replaced with 12.9, 12.10, 12.11 and 12.12 relating to first aid, medical contact numbers, individuals with medical conditions and registers 13.1 and 13.2 re-written in response to updated KCSIE Appendix A – new Lettings application form 	Trust Board	Dec 2023	Dec 2026

Contents

1. INTRODUCTION	3
2. SCOPE.....	3
3. EQUALITY	3
4. FACILITIES AVAILABLE FOR HIRE AND PRICES.....	3
5. TERMS AND CONDITIONS OF USE	4
6. APPLICATION	4
7. CANCELLATION	4
8. PAYMENT	4
9. INDEMNITY AND INSURANCE	4
10. THE PREMISES.....	5
11. PERFORMING RIGHTS AND LICENSES.....	5
12. HEALTH AND SAFETY	5
14. PRESERVATION OF ORDER	6
15. RESPONSIBILITIES	6
16. MONITORING AND COMPLIANCE.....	6
APPENDIX A: LETTINGS APPLICATION FORM EXEMPLAR	7

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.

1.6 All our safeguarding requirements included in our Lettings Application Form (refer to separate document) are a condition of use and occupation of any Leger Education Trust premises. Failure to comply with this will lead to termination of the agreement. (KCSIE 2023, paragraph 166)

1.7 We will ensure that there are arrangements in place for the provider to liaise with our academies on safeguarding matters where appropriate. (KCSIE 2023, paragraph 166)

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. Interested organisations must complete the Lettings Application Form (refer to Appendix A) and submit this to the relevant academy link for consideration

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 Lettings Application Form (refer to Appendix A) 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 have a Fire Safety and Evacuation Plan (Page 34. After-school clubs, community activities and tuition: safeguarding guidance for providers)

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 have first aid training and a first aid kit to hand as well as awareness of what to do in an emergency where children aged over 5 are attending

12.10 The hirer MUST have more than one emergency contact number for each child

12.11 The hirer MUST make sure they know of any medical concerns or allergies and have robust procedures in place to ensure a safety plan is in place for these children.

12.12 The hirer must provide the school with a list of pupils who are attending when this is straight after school so that the hirer and the academy can ensure no child is missing.

13. SAFEGUARDING

13.1 The provider should have an up-to-date safeguarding and child protection policy in place. This should explain how the hirer will protect children in their care. The policy should be tailored to the organisation and it should be reviewed annually, as well as after any incident occurring. At a minimum, it should include:

- a short policy statement, setting out the priority the hirer gives to keeping children and young people safe and how they will achieve this
- a commitment that under no circumstances should any staff member or volunteer inflict physical or psychological harm on a child
- a list of procedures that enable the hirer to keep the children in their care safe. If the hirer is self-employed and does not have any staff members they do not need to write down their procedures step-by-step. However, the hirer should know what steps they would take if faced with a specific safeguarding issue
- details of the hirer’s DSL and how to contact them
- contact details for any relevant governing body or association (if applicable)
- contact details for local safeguarding services such as:
 - the local authority children’s social care team
 - the local authority designated officer at your local council
 - the police

13.2 The provider Must have:

- a clear complaints procedure
- an effective whistleblowing policy
- a clear staff behaviour policy (code of conduct)
- a clear line of accountability for safeguarding which runs throughout your organisation, including at the most senior level
- a clear record of the safeguarding training provided to staff and the schedule of refresher training

14. PRESERVATION OF ORDER

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

14.2. 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.

14.3. 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.

15. RESPONSIBILITIES

15.1. 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.

16. MONITORING AND COMPLIANCE

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

APPENDIX A: LETTINGS APPLICATION FORM EXEMPLAR

(for the purpose of the policy only. Any organisation interested in making an application to hire should request the formal application from the academy.)

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:	

PAYMENT
In order to secure your booking, payment will be in advance of the booking. The Academy will issue an invoice with payment information.

INSURANCE	
All hirers must have public liability insurance with cover of at least £5 million	
Name of insurer:	
Policy number:	
Expiry date:	
Limit of indemnity:	
You will be asked to provide a copy of the insurance certificate.	

DBS CHECKS/CERTIFICATES/QUALIFICATIONS

If the hire involves young people under the age of 18, all staff working with the children **MUST** be enhanced DBS checked. Evidence of this will be required.

Names of staff: List below	Enhanced DBS check:		First aid certificate:		Paediatric first aid certificate: Only applicable if working with children under 5.		Qualification details:
	Yes/No	Date	Yes/No	Date	Yes/No/NA	Date	

You have a duty to keep the academy updated on your first aid certificates and to inform the academy every time you employ new staff.

FACILITIES TO BE INCLUDED IN HIRE

Select day(s) required:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Record times required for each selected day:							
Record a brief description of your purpose of hire under your selected days and times:							
Record area of school you wish to hire under your selected days and times (hall, field, etc)							
Record all the facilities you wish to access under your selected days and times (toilets, kitchen etc)							
Record any school equipment you wish to be included in the hire arrangement (footballs, netball posts etc)							
Record any equipment you intend to bring onto school premises Please note that all electrical equipment MUST be pat tested. Evidence of this will need to be given. No extension leads will be permitted.							
Record the maximum number of participants you will accept under your selected days and times							

SAFEGUARDING including HEALTH & SAFETY

Name of DSL:

Contact details for DSL:

The hirer MUST provide copies of the following:

Safeguarding and child protection policy

Health and Safety policy

Quality Assurance Plan

complaints procedure
whistleblowing policy
staff behaviour policy (code of conduct)
Fire Safety and Evacuation Plan
PAT testing certificates for any electrical items to be brought onto the academy premises

REFERENCES

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

Reference 1	Name of organisation:	
	Contact name:	
	Address:	
	Email:	
	Telephone:	
Reference 2	Name of organisation:	
	Contact name:	
	Address:	
	Email:	
	Telephone:	

DECLARATION

I have read and agree to be bound by the terms and conditions of use: (highlight the appropriate cell)	Yes	No
I agree to indemnify Leger Education Trust against any claims for loss or damage or personal injury: (highlight the appropriate cell)	Yes	No
Signature:		
Name:		
Position:		
Date:		

PLEASE RETURN THIS FORM TO THE LETTINGS LEAD AT THE ACADEMY YOU WISH TO HIRE FROM