

DUDLEY ACADEMIES TRUST

Lettings Policy

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Introduction

Dudley Academies Trust (The Trust) controls the use of the school premises both during and outside school hours.

The Trust regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust acknowledges that extended services, including community services, and support compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising learner attainment and achievement.

Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its learners.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Trust meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Trust is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting).
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”.
- Cost of administration.
- Cost of “wear and tear”.
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions).

- Cost of use of school equipment (if applicable).
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Trust (or as delegated for Committee determination). This review will preferably take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

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 to this under certain circumstances).

Management and Administration of Lettings

The Principal is responsible for the management of lettings in their respective school, in accordance with the Trust's policy. The Principal may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chief Operating Officer has been given delegated authority to determine the issue on behalf of the Trust Board.

The Administrative Process

Organisations wishing to hire the school premises should contact the school via the online enquiry system (Bookings Plus <https://lettings.dudleyacademiestrust.org.uk/>) to outline their requirements and discuss available facilities. An online booking form, accessible on the lettings website, must be completed at this stage. The Trust reserves the right to decline any application or booking enquiry. It's important to note that no booking is confirmed until written approval is granted. Therefore, no public announcements regarding any event should be made until formal confirmation is received.

Upon approval by the Trust, a confirmation email and online invoice will be sent to the hirer, detailing the letting arrangements along with the terms and conditions and a hire agreement which will be accepted at the time of booking. The letting cannot proceed until the confirmed booking is accepted online. The hirer will be invoiced according to the Trust's current scale of charges, with payment required in advance to mitigate against potential outstanding debts.

The hirer must be a named individual, and the agreement should be in their name, including their permanent private address, to avoid any potential classification as a business tenancy, which could provide the hirer with security of tenure.

All letting fees received by the Trust will be paid via the online booking and payment system to cover associated costs such as services and staffing, which are funded from the Trust's delegated budget. Income and expenditure related to lettings will be regularly monitored and reported to the Trust Board via the relevant sub-committee.

All individuals or organisations seeking to rent our facilities, particularly those involving activities with children or vulnerable populations, may be subject to background checks in line with the relevant safeguarding or prevent policy. These checks may include disclosure and barring service checks and reference checks, and are conducted to ensure the safety and well-being of all facility users.

Public Liability and Accidental Damage Insurance

Organisations or groups renting the facilities must possess a public liability insurance policy in their name, providing them with indemnity in case they are legally responsible for any injuries or property damage. The "declarations" section of the Booking Form requires confirmation of this coverage.

Individuals renting the facilities do not need to arrange their own public liability insurance.

It is mandatory for all renting organisations to maintain suitable liability insurance coverage as a condition of facility rental. This insurance should indemnify the Academy/ Trust against any claims resulting from accidents, injuries, or damages that occur during the rental period.

Child Protection, Safeguarding and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must provide the school with a signed copy of their current Child Protection Policy.

All hirers must specify the purpose of the hire. Each application will undergo vetting, and any concerns will be brought to the attention of the Principal prior to approval.

When evaluating whether to approve an application, the Principal/ Chief Operating Officer will consider various factors including the type of activity, potential disruption to school activities, facility and staff availability, health and safety considerations, the school's obligations regarding terrorism prevention and radicalisation, and compatibility with the school's or Trust's ethos.

An application will not be approved if it aims to promote extremist views, involves distributing inappropriate materials, violates the statutory Prevent Duty, or is likely to cause public offense, except where balanced by freedom of expression or artistic merit as determined by the Principal/ Trust.

The School Business Manager will complete an incident report if there are suspicions of unauthorised political use, dissemination of inappropriate material, or any other activity breaching the Prevent Duty.

Individuals or groups found promoting views contrary to the Trust's Prevent Duty may be charged under the [Education Act 1996](#) and, upon summary conviction, face fines. Additionally, the police may be contacted to remove such individuals or groups from school premises.

In the event of any safeguarding concerns or incidents during the rental period, renters must immediately report the matter to the Designated Safeguarding Lead. All reported concerns will be investigated in line with the school's child protection and safeguarding policies and procedures.

Terms And Conditions For The Hire Of The School Premises

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school's learners or other young people then:

- Any organisation submitting a lettings request involving working with children and/or young people must provide the school with evidence of relevant training, such as safeguarding training, before renting our facilities. They must also demonstrate that appropriate policies and procedures are in place concerning safeguarding children and child protection and provide evidence of criminal record checks for all staff and individuals closely involved with children. The Trust will oversee arrangements to coordinate with the school regarding these requirements.
- The Trust may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school learners or other young people may be on site.
- The Trust may agree to obtain DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice).
- The Trust will require evidence of appropriate qualifications for hirers using facilities for specific activities
- Where the activity is for example and after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

Priority of Use

The Principal or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Health and Safety

Facility renters are expected to adhere to all health and safety guidelines outlined by our academy. This includes familiarity with emergency procedures, evacuation plans, and any specific safety protocols related to the use of equipment or facilities. Failure to comply with these guidelines may result in the termination of the rental agreement.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

All users of the facilities are required to follow a code of conduct that fosters a safe and respectful environment. This entails refraining from **behaviours** such as bullying, harassment, discrimination, or any actions that could cause harm or discomfort to others. The Hirer bears responsibility for maintaining good order throughout the rental period and until the premises are vacated.

Public Safety

The Hirer is responsible for preventing overcrowding, which could endanger public safety, and ensuring that all gangways, passages, and exits remain clear. They are also responsible for providing adequate supervision to maintain order and good conduct. Where applicable, the hirer must adhere to appropriate adult-to-child ratios in line with best practices and relevant regulations for the activity. The maximum number of attendees for each venue will be communicated to the hirer upon application for hire.

In case of an emergency, all occupants must promptly exit the school using the nearest exit and assemble in the designated emergency assembly point. The hirer must familiarise themselves with emergency exits and ensure participants are aware of evacuation procedures and assembly points. Conducting emergency evacuation drills at appropriate intervals is recommended. The hirer must have immediate access to participants' emergency contact details and carry a mobile phone at all times while participants are on-site.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Trust has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge. *(For charges and details of cover - refer to the school's current insurance provision documentation).*

Neither the school, or the Trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures

which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial online application form, and if its use is approved by the Principal (*or other person with delegated responsibility*). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools' resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the relevant regulations for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Trust. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Arrangements

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the School or Trust, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises/site is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and current charges are set out in the ***Booking Terms and Conditions and via the online booking platform.***

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Trust on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Trust's current scale of charges. Payment must be received by the school either prior to or on the date of the letting taking place. The hirer will be subject to an administration fee for late payment, again, in accordance with the Trust's current scale of charges.

Security

The Trust will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the

security system. Keys must not be passed to any other person without direct permission of the Trust or the school.

Right of Access

The Trust reserves the right of access to the premises during any letting. The Principal (or delegated officer) or members of the Trustor appropriate Delegated Committee, may attend to monitor activities from time to time.

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Principal (or delegated officer) at least one week prior to proposed distribution by the hirer.