



LETTINGS POLICY

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Outstanding Achievement for All

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Statement of Intent

Ambitions Academies Trust (AAT) aims to maximise the use of all its facilities. The intended purpose of the Trust's facilities is to benefit the school communities; however, the Trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The Trust endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the Trust expects hirers to follow when using the facilities.

AAT refers to Ambitions Academies Trust and/or individual academies and nurseries.

Legal Framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2021) 'Keeping children safe in education 2021'

This policy operates in conjunction with the following Trust policies:

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy

Roles and Responsibilities

The Trust Board is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the CEO, Directors and Finance Leadership Team (FLT) to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

The FLT is responsible for:

- Ensuring compliance with the premises licence.
- Communication to the Site Manager/Estates team
- Working with the Trust to assess whether or not the premises are suitable for hire in its current condition.
- Ensuring the Trust has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance and a valid safeguarding policy.
- Accepting and rejecting applications to hire the premises.
- Working with the Site Manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Policy.

- Reviewing and, where necessary, amending the Trust's Letting agreement with trust consultation to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

The Site Manager and/or FLT are responsible for the academies:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the Site Manager/letting personnel to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance.
- Providing the FLT with proof that they hold a current and relevant insurance policy and providing a copy of their safeguarding policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the FLT.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the FLT of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Trust's Letting agreement.

Emergencies and Health & Safety

The Site Manager/FLT will review relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors.

Hirers will conduct their own risk assessments for their activities.

In case of an emergency, the on-site telephones can be used to call the emergency services where available.

All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

The hirer will supply their own first aid kit.

Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Smoking will not be permitted on the premises at any time.

Alcohol will not be brought on to, or consumed on, the premises.

The hirer will familiarise themselves with the Fire Safety evacuation plan and other relevant risk assessments before using the premises.

The hirer will be shown the Trust's fire exits and evacuation points by the Site Manager/letting personnel prior to the first hire date.

The Lettings Process

Prior to any letting being agreed the lettings request form must be completed by the relevant site and forwarded to Trust for review.

Upon approval any potential hirers will be signposted to the finance assistant who will provide them with the relevant application form – see Appendix 1.

Hirers can apply through an application form which will be issued by the finance assistant. This should be returned to the finance assistant on the site.

If the request is rejected, the finance assistant will contact the applicant, either by telephone or email, to clarify the Trust's response and outline the reasons for rejection.

For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.

Hirers will explain their desired use of the premises when completing their application form.

After receiving an application to use the Trust's premises, the FLT will agree to the hirers requirements unless there are any concerns. Any concerns will be escalated to the Trust's Finance Director.

Fees can be paid via bank transfer. An invoice will be sent in the month following the month of the letting and it should be settled in 14 days

Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the Trust premises, all bookings the hirer has made with the Trust will be cancelled.

If the Trust intends to sub-let part of the site to a commercial business, it will seek permission from the ESFA and complete a property information note (PIN).

VAT

Letting out facilities will generally be standard-rated, although the letting will be VAT exempt in certain circumstances, provided the Trust has not opted to tax. These circumstances include:

- A single, continuous let period of over 24 hours to the same individual.
- A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
- Where the Trust will be providing education free of charge.

Safeguarding

The Trust will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a lettings request will submit a signed copy of their current Child Protection and Safeguarding Policy. The Trust will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The Trust will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Trust Board prior to approval.

When determining whether to approve an application; the Trust will consider the following factors:

- The type of activity
- Possible interferences with Trust activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The Trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the Trust

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Trust, balanced or outweighed by freedom of expression of artistic merit).

The FLT will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the Trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Trust will contact the police/school security who will remove the person or group from Trust premises.

All hirers will read and review the Trust's Child Protection and Safeguarding Policy.

Fees

The fees for any letting are set out within the letting's agreement.

Hirers should give the Trust at least 5 days' notice if they wish to cancel their booking.

If the Trust receives inadequate notice of cancellation, the Trust will charge in full for the letting.

Trust staff, on behalf of the Trust, reserve the right to refuse access to the premises hired if the customer has outstanding fees over 30 days aged.

In the event any fees are outstanding beyond the 30 days agreed credit period. The Trust reserves the right to bar, their organisation from using any facilities controlled by the Trust until they have paid the full amount.

The Trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the Trust reserves the right to charge for repairing or replacing the equipment.

Using the Site

The hirer will liaise with the Site Manager/lettings personnel to ensure the site remains secure before, during and after use.

Hirers will be given an emergency contact number for the letting's personnel in case of any security breach or emergency.

The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents. Keys or security codes will not be passed to any hirer or other person without prior training and approval from the Trust's Estates Director.

Where ever possible the site manager/lettings personnel will remain on site until the last hirer leaves, to ensure the site is clean and secure ready for the next day.

The Trust uses a 'three strike rule' when handling complaints lodged against hirers; however, the Trust reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – hirers will receive a second verbal warning and a letter explaining that the Trust takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the Trust is issued may be passed on to the hirer if there is sufficient evidence to do so.
- Strike three – the hirer will be barred from booking the Trust premises for any activity for a period of two months. The Trust also expects the hirer to issue an apology to the Trust and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the FLT or Site Manager, this agreement must include a maximum noise level which is not to be exceeded.

The Trust's car park is available to hirers during their time on the premises; however, the Trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the Site Manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the Site Manager will ensure the Trust premises remain accessible to the emergency services, should they be required.

Equipment

Hirers will identify any equipment they require from the Trust and detail this in their application form; hirers must seek permission from the Trust to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Site Manager or letting personnel. In the event permission has been granted, the Site Manager/letting personnel will oversee the move.

If a furniture move has been agreed, the hirer and Site Manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms and be solely responsible for the compliance of said equipment

The Trust cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

Where applicable CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the Trust's CCTV Policy.

Hirers will report any stolen or missing equipment to the Site Manager immediately.

Food and drink may not be prepared on the premises.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence.

Hirers will not bring animals onto the premises without permission from the FLT.

Monitoring and Review

The Trust will review this policy annually.

Appendix 1 – Letting’s Application Form

	Facilities Booking Form 2021-2022
	1st September 2021 - 31st August 2022
Name of Group/Club	
Type of Group/Sport	
Contact Details	
Name	
Address	
Telephone/Mobile number	
email address	
Booking Details (delete as appropriate)	
Regular Booking	
One Off Booking	
Term Time Only	
All Year Round	
Area/Room/Courts	
Price per hour	
Days	
Start time	
End Time	
Start Date	
End date (if before 31st Aug 2022)	
Please list all names of people able to make bookings on behalf of the Group	
Number of Members	
Ages of Members	
Insurance Policy Attached minimum £5,000,000.00	
Safeguarding Policy Attached	

Appendix 2 - Lettings during the Coronavirus (COVID-19) Pandemic

This appendix has been provided to cover the lettings arrangements during the coronavirus (COVID-19) pandemic.

Please note: We will continue to review this appendix in line with the latest national guidance. Schools should ensure this appendix reflects all current local guidelines.

Statement of Intent

At Ambitions Academies Trust (AAT), we recognise the importance of providing a safe environment for our pupils, staff and community alike. This appendix outlines the school's approach to letting the premises with regard to coronavirus, and the procedures that the school has put in place to mitigate risks. All hirers should have due regard for the procedures outlined within this policy.

Legal Framework

This policy has due regard for relevant legislation and guidance, including, but not limited to, the following:

- DfE (2020) 'Safe working in education, childcare and children's social care'
- DfE (2021) 'Schools COVID-19 operational guidance'
- DCMS (2021) 'Guidance on coronavirus (COVID-19) measures for grassroots sports participants, providers and facility operations'

This policy operates in conjunction with the following school policies:

- Visitors Policy
- Health and Safety Policy
- Coronavirus (COVID-19): Risk Assessment

Cancellation

The Trust will ensure any agreements it enters into with hirers contain clear terms and conditions to account for the possibility of a cancellation due to coronavirus and ensure both parties are treated fairly in this event.

Risk Management

Social distancing

There are no longer any legal requirements for social distancing; however, the Trust will encourage hirers to consider additional precautions for those who are clinically extremely vulnerable (CEV). The Trust will encourage hirers to refer to [guidance on protecting people defined on medical grounds as extremely vulnerable](#) if they have any concerns regarding the lack of social distancing measures.

Infection control

Infection control measures will be implemented throughout the site, in line with the Trust's Health and Safety policy.

Separate toilet facilities will be provided for hirers and any members of their party, where possible.

All facilities will be thoroughly cleaned between uses by different groups and after use.

The Trust will encourage hirers to arrive and leave in the clothing required for the activity, e.g. sports kit, where possible.

Precautionary measures

The Trust will encourage all hirers and members of their party prior to comply with NHS Test and Trace service.

The Trust will provide all hirers with copies of all the relevant policies and procedures prior to allowing them to use the site including the Trust's Health and Safety policy.

The Trust will ensure all hirers undertake an appropriate risk assessment for the activity they will be using the site for and a copy will be provided to the Trust.

If the Trust is not satisfied with the risk assessment undertaken by the hirer, they will not be permitted to hire the site.

Hirer Responsibilities

The hirer will comply with its responsibilities in relation to the NHS Test and Trace service.

The hirer will ensure all members of their party have read and understood the relevant policies prior to using the site.

The hirer will have due regard for public health advice when undertaking activities on the site.

The hirer will ensure that no one displaying symptoms of coronavirus attends on the premises.

Any member of the party who has returned from a country requiring quarantine upon return to the UK in the last 14 days must produce a negative polymerase chain reaction (PCR) test before attending the site. If a member of the party is unvaccinated, they

Hirers will clean any equipment or surfaces used after they have finished any activities.

If individuals develop symptoms of coronavirus whilst on the site, they leave the site immediately and the Trust follows the procedures outlined in the Trust's Health and Safety policy.

Any individuals arriving on the site will be asked to sign a declaration form to state that they do not have symptoms of coronavirus and do not live with anyone displaying coronavirus symptoms.

Monitoring and Review

The Trust will review this policy annex continually during the coronavirus pandemic in line with any updates to government guidance and local circumstances.