



EQUA
Multi Academy Trust

LETTINGS POLICY

Equa Multi Academy Trust aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the school community; 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.

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| Policy Lead | CFO |
| Committee | Resources |
| Adopted by the Trust Board | December 2021 |
| Last Amended | |
| For Review | Biannually |

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1. Legal framework

1.1. 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

1.2. 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)

1.3. This policy operates in conjunction with the following trust policies:

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

2. Roles and responsibilities

2.1. The Trust Board is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the Headteacher 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.
- Ensuring the school has the correct insurance for hiring out the premises.

2.2. The Headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the trust to assess whether or not the premises is suitable for hire in its current condition.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.

- Ensuring 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.
- Ensuring the trust adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the trust's Letting School Premises Risk Assessment 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.
- 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.

2.3. 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 and secure after use.
- Obtaining adequate public liability insurance and providing proof that such insurance is current and relevant.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the school.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the school of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting School Premises Risk Assessment.

3. Emergencies and health and safety

- 3.1. Relevant risk assessments will be undertaken by the school 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.
- 3.2. Hirers will conduct their own risk assessments for their activities.
- 3.3. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 3.4. 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.

- 3.5. Hirers should bring their own first aid kits.
- 3.6. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- 3.7. Smoking will not be permitted on the premises at any time.
- 3.8. Alcohol will not be brought on to, or consumed on, the premises unless the trust holds a licence to sell alcohol and this has been agreed in writing by the headteacher.
- 3.9. The hirer will familiarise themselves with the school's fire procedures before using the premises.
- 3.10. The hirer will be shown the trust's fire exits and evacuation points prior to the first hire date.

4. Managing asbestos

- 4.1. Hirers will be informed, by the school, of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.
- 4.2. Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.
- 4.3. If the school finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:
 - All activities will stop, and everyone will be evacuated from the affected area
 - Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
 - Items, including equipment, books or personal belongings, will not be moved from the area
 - Advice will be sought from an asbestos expert regarding remedial action
- 4.4. Unless the incident is minor, the trust will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.
- 4.5. Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.
- 4.6. The school's Asbestos Management Plan (AMP) will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.
- 4.7. Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the trust's incident reporting procedures.

5. The lettings process

- 5.1. Potential hirers will contact the school before they wish to use the premises.
- 5.2. Prospective hirers can apply through an application form which is available from the school office.
- 5.3. For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.
- 5.4. Hirers will explain their desired use of the premises when completing their application form.
- 5.5. After receiving an application to use the trust's premises, the school will decide whether the premises are suitable for the hirer's needs.

- 5.6. If the application is rejected, the school will contact the applicant, either by telephone or email, to clarify the trust's response and outline the reasons for rejection.
- 5.7. Fees can be paid via bank transfer.
- 5.8. Sub-letting of any form is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the trust will be cancelled.
- 5.9. 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).

6. Fees

- 6.1. The letting amount is to be paid before the requested booking date.
- 6.2. Hirers should give the school at least 5 working days' notice if they wish to cancel their booking.
- 6.3. If the school receives less than 30 calendar days' notice of cancellation, the letting will remain payable.
- 6.4. School staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.
- 6.5. In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the trust until they have paid the full amount.
- 6.6. The trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.
- 6.7. 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.

7. Using the site

- 7.1. The hirer will liaise with the school to ensure the premises remains secure before, during and after use.
- 7.2. Hirers will be given an emergency contact number in case of any security breach or emergency.
- 7.3. The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.
- 7.4. Keys or security codes will not be passed to any hirer or other person without written permission from the school.
- 7.5. The use of public announcement systems and loudspeakers must be agreed with the school. This agreement must include a maximum noise level which is not to be exceeded.
- 7.6. The school'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.
- 7.7. Hirers will only use the car parking spaces allocated.
- 7.8. The Trust will not accept any responsibility or liability relating to the activity or the Hirer and will accept no claims against the Trust.

8. Equipment

- 8.1. Hirers will identify any equipment they require from the school 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.

- 8.2. Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the school.
- 8.3. If a furniture move has been agreed, the hirer will negotiate restoring the premises back to its original state.
- 8.4. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 8.5. Any seating provided is limited to the number of chairs on the premises.
- 8.6. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.
- 8.7. The trust cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 8.8. 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.
- 8.9. Hirers will report any stolen or missing equipment to the school immediately.
- 8.10. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school.
- 8.11. The hirer will prepare food and drink in line with current food and hygiene regulations.
- 8.12. Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.
- 8.13. Hirers will not bring animals onto the premises without permission from the headteacher.

9. Safeguarding

- 9.1. All lettings must take place in accordance with the Trust's Child Protection and Safeguarding Policy and due consideration will be given to the type of activity, health and safety consideration, the prevention of terrorism and radicalisation and whether the letting is compatible with the ethos of the Trust.
- 9.2. 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).
- 9.3. An incident report form will be filed if there is 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.
- 9.4. 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.

10. Monitoring and review

- 10.1. This policy is reviewed every three years by the Trust Board.