

# CMAT LETTINGS POLICY

*A thriving family of schools who work together to celebrate differences, and support each other in pursuit of excellence.*

## DOCUMENT CONTROL

<b>This document has been approved for operation within:</b>	All Chancery schools		
<b>Responsible Officer:</b>	CFO		
<b>Approved by:</b>	Finance and Resources Committee		
<b>Approval date:</b>	09.2022		
<b>Date effective from:</b>	Sept 2022	<b>Date of next review:</b>	Sept 2025
<b>Review period:</b>	3 Years	<b>Version:</b>	2

### Summary of changes within this version

Legal Framework section has been updated for the DFE (2021) 'Keeping children safe in education 2021'

The safeguarding section has been updated to keep children safe on school premises.

The Use of site section has been updated for the three strike rule.

Monitoring arrangements have been amended.

## **Statement of Intent**

Chancery Multi Academy Trust aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the trust schools' 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.

# 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, Disease 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)
- DfE (2022) 'Keeping children safe in education 2022'

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

- Equality & Diversity Policy
- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Prevention or Radicalisation and Extremism Policy
- CCTV Policy
- Manual Handling Policy
- Asbestos Management Policy
- Security Policy

1.4 Candidates in parliamentary and local elections have rights to use school rooms for public meetings when they are not being used for educational purposes, or if the premises are not under a letting agreement. The Returning Officer may use school rooms at any time for an election rent free, but must pay the school for any costs incurred.

## 2. Roles and Responsibilities

2.1 The school's local governing board, is responsible for:

- Overseeing the marketing of the facilities to ensure that their use is maximised
- Working with the headteacher to ensure that all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for the use of the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensure that the school's delegated budget will not be used to subsidise any letting by ensuring the costs of any bills that may be attributed to the use of the premises (e.g electricity, water and cleaning) are covered.

2.2 The headteacher, or delegated member of staff, is responsible for:

- 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.
- Ensuring the trust has the correct insurance for hiring out of premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site manager/site maintenance officer to ensure the premises is fit for use by the hirers.
- Ensuring hirers familiarise themselves with the relevant policies and procedures e.g. the First Aid Policy and Fire Safety Policy.
- Ensuring the school adheres to its Premises Management Policy.
- Ensuring that the school has an up-to-date risk assessment for each letting.
- Ensure that the hirer has an up to date Risk Assessment.
- 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.

2.3 The site manager/site maintenance officer is responsible for:

- 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.

2.4 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 employees, visitors and volunteers have signed in during the period of hire.
- Leave the premises in a clean and tidy condition.
- Working with the site manager/site maintenance officer to ensure that the premises is secure after use.
- Obtain adequate public liability insurance.
- Providing the headteacher with proof that they hold a current and relevant public liability insurance policy for over £2,000,000
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the relevant Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detail within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting of School Premises Risk Assessment.

### **3. Emergencies and Health and Safety**

- 3.1 The site manager/site maintenance officer and headteacher will undertake 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.
- 3.2 Hirers will conduct their own risk assessment for their activities.
- 3.3 In case of 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 phone that can be used to call the emergency services, should the on-site telephones not be accessible.
- 3.5 Hirers will be responsible for ensuring that they have a first aid kit and that they have a trained first aider on site during the times that they use the premises.
- 3.6 Smoking or vaping on school premises is not allowed at any time.
- 3.7 Alcohol will not be brought onto, or consumed on, the premises unless the trust school holds a licence to sell alcohol and this has been agreed in writing with the headteacher.
- 3.8 The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises.
- 3.9 The headteacher will make copies of the trust school's Fire Safety Policy available to the hirer prior to the first hire date.
- 3.10 The hirer will be shown the trust school's fire exits and evacuation points by the site manager/site maintenance officer prior to the first hire date.

## **4. Managing Asbestos**

- 4.1 Hirers will be provided with a copy of the school's Asbestos Management Plan, if applicable, before use of the site commences.
- 4.2 If applicable, the school's asbestos management survey will be shown to hirers.
- 4.3 The site manager/site maintenance officer will inform hirer of any asbestos containing materials 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.
- 4.4 Risk assessments will be conducted of the areas to let, to ensure no asbestos containing material will be disturbed.
- 4.5 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:
  - The damaged ACM's / Emergency procedure section of the school's asbestos plan/policy will be followed.
  - The hirer will be informed of the damage and the possible contact/exposure to asbestos. They will be informed that if anyone is concerned about their exposure they are advised to contact their GP.

## **5. The letting process**

- 5.1 Potential hirers will contact the trust school at least two weeks before they wish to use the premises.
- 5.2 Prospective hirers can apply through an application form, attached to this policy, which will be submitted in writing to the school office.
- 5.3 For a regular hire, only one application form needs to be submitted with the required dates or days noted.
- 5.4 Hirers will explain their desired use of the premises when completing the application form.
- 5.5 After receiving an application to use trust's premises, the headteacher will agree the hire ensuring premises are suitable for hirer's needs.
- 5.6 If the application is rejected, the school business manager will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.
- 5.7 The hirer fees will be invoiced by the school at least monthly.
- 5.8 Sub-letting of any form is strictly prohibited. If the trust receives 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. VAT**

- 6.1 Letting out of 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:
- 6.2 A single, continuous let period of over 24 hours to the same individual.
- 6.3 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.
- 6.4 Where the trust will be providing education free of charge.

## **7. Safeguarding**

- 7.1 The trust and trust schools will ensure that appropriate arrangements are in place to keep children safe during the hiring out of school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child protection and Safeguarding Policy. The Local governing board of the trust school will ensure that there are arrangements in place to liaise with the organisation on these matters where appropriate.
- 7.2 The trust and trust schools 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.
- 7.3 All hirers must state the purpose of each hire. Each application will be vetted by the headteacher and any safeguarding concerns raised and resolved before approving the letting.
- 7.4 When determining whether to approve an application; the headteacher will consider the following factors:
  - The type of activity
  - Possible interferences with school activity
  - 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.
- 7.5 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 offense to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression or artistic merit).
- 7.6 The headteacher will file an indecent report form if they for any 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.
- 7.7 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 1966, the trust will contact the police/school security who will remove the person or group from the premises.
- 7.8 All hirers will read the trust's and trust school's Child Protection and Safeguarding Policy.

## **8. Fees**

- 8.1 Details of the charging rates are available from the trust schools and have been delegated to the local governing board. The charging rates will be reviewed by the Board of Directors on an annual basis.
- 8.2 A 10% non-refundable deposit may be requested for certain lettings.
- 8.3 Decisions to waiver or reduce letting fees has been delegated to the school's local governing body but must be reported through the Chief Finance Officer to the Board of Directors.
- 8.4 The school will invoice the hirer fees that should be paid before or on the requested booking date.
- 8.5 Hirers should give the school at least 5 days' notice if they wish to cancel their booking.
- 8.6 Trust staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.
- 8.7 In the event of any fees being outstanding after the hirer has used the premises, their organisation will be barred from using any Trust controlled facilities until they have paid the full amount.
- 8.8 The trust schools should use the trust's Debt Management Policy to collect unpaid fees.
- 8.9 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.

## **9. Using the site**

- 9.1 The hirer will liaise with the site manager/site maintenance officer to ensure that the school remains secure before, during and after use.

- 9.2 Hirers will be given an emergency contact number for the site manager/site maintenance officer in case of any emergency or security breach.
- 9.3 The premises will not be available to hirers after 10.00pm, to avoid any noise complaints from neighbouring residents.
- 9.4 Keys and security codes will not be passed to any hirer or other person without written permission from the school's local governing board.
- 9.5 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 zero-tolerance approach to inappropriate behaviour. This letter will outline that any fines for the behaviour that the trust or trust school 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 any trust premises for any activity for a period of two months. The trust will also expect the hirer to issue an apology to the school and complainant in writing.
- 9.6 The use of public announcement systems and loudspeakers must be agreed with the headteacher, this agreement must include a maximum noise level which will not be exceeded.
- 9.7 The trust school's car park is available to the 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.
- 9.8 Hirers will only use the car park spaces allocated and, should any additional spaces be required, the site manager/site maintenance officer will find suitable space on the premises for additional parking.

## 10. Equipment

- 10.1 Hirers will identify any equipment they require from the school and detail this in the application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.
- 10.2 Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the school. If permission is granted the site manager/site maintenance officer will oversee the move and the restoration of the premises to its original state.
- 10.3 Hirers are allowed to bring their own equipment to the premises; however, they will be required to acknowledge this in their application form. All mains powered electrical equipment brought onto school premises must be safe and evidence may be required that it has a valid test certificate.
- 10.4 The trust is not liable if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 10.5 CCTV systems, where available, will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the

- school's CCTV policy.
- 10.6 Hirers will report any stolen or missing equipment to the site manager/site maintenance officer immediately.
- 10.7 Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school. This will be in line with current food and hygiene regulations.
- 10.8 Hirers will be responsible for arranging additional licences that are required e.g a music licence or a performance licence.
- 10.9 Hirers will not bring animals onto the school premises without permission from the headteacher.

## 11. Monitoring arrangements

- 11.1 This policy will be reviewed by the chief finance officer, school business managers and headteachers annually. ~~After~~ every review, the policy will be approved by the Finance and Resources committee of the Trust~~directors~~ board.

### Premises application form

School Name	
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Hirer Details	
<b>Name:</b>	
<b>Address (for invoicing purposes):</b>	
<b>Organisation:</b>	
<b>Contact number:</b>	
<b>Email address:</b>	
<b>Deposit amount:</b>	
<b>Payment method:</b>	
Requirements	
<b>Date of hiring:</b>	
<b>Time of hiring:</b>	
<b>Room(s):</b>	
<b>Equipment needed:</b>	
<b>Details of any equipment you will be using on the premises:</b>	
Safeguarding	
<b>Will you be working with children and/or young people?</b>	
<b>If yes, have you attached a copy of your</b>	

<b>Child Protection Policy?</b>	
<b>If yes, please complete:</b>	<p><b>I have read the school's Child protection and Safeguarding Policy:</b></p> <p>_____ <b>Signed</b></p> <p>_____ <b>Printed Name</b></p> <p>_____ <b>Date</b></p>
<b>Purpose</b>	
<b>Details of the event:</b>	
<b>Expected number of people:</b>	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
<b>Signed:</b>	
<b>Date:</b>	

### Charges for the use of Academy Premises 202~~2~~/23~~4~~/22

Hire	Charges	
Community Use Hire	Hourly	Daily
Hall hire		

<b>Classroom hire</b>		
<b>Field hire</b>		
<b>Playground / Car Park hire</b>		
<b>Private and Commercial Hire</b>	<b>Hourly</b>	<b>Daily</b>
<b>Hall hire</b>		
<b>Classroom hire</b>		
<b>Field hire</b>		
<b>Playground / Car Park hire</b>		
<b>Site Management</b>		<b>Daily</b>
<b>Opening (after 6pm) – weekday rate</b>		
<b>Closing (after 6pm) – weekday rate</b>		
<b>Opening (after 6pm) – weekend / bank holiday rate</b>		
<b>Closing (after 6pm) – weekday / bank holiday rate</b>		