

POLICY: Lettings

Review

Approved by:	Board of Directors	Date:	April 2024
Last Review Date:	April 2024	Next Review Date:	April 2025

Responsibilities

School Senior Staff	Implementation at school level
Governors	Check school compliance with policy and report breaches or concerns to Directors
Directors	Review and approve the processes/procedures

Material Changes Since the Last Review

Section: Throughout	Name change from Kennet School Academies Trust to Equinox Learning Trust
Section: Appendices	Reworked the process and associated forms, as well as updated the pricing

Contents

Statement of Intent.....	2
Definition of a Letting	2
Roles & Responsibilities (including Administration of Lettings)	2
Charges & Bookings	3
VAT.....	4
The Administrative Process	4
Public Liability & Accidental Damage Insurance	4
Security.....	5
Safeguarding & the Prevent Duty	5
Health & Safety Considerations	5
Cancellations	6
Appendix 1: Lettings Process	7
Appendix 2: Scale of Charges Schedule.....	8
Appendix 3: Lettings Enquiry	9
Appendix 4: Lettings Application Contract (including Hire Agreement & Terms & Conditions)	10

Statement of Intent

Equinox Learning Trust's Board regards all school buildings and grounds valuable community assets and will make every reasonable effort to enable them to be used as much as possible by the local community.

The Trust Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help pupils achieve their full potential by engaging with local groups and services meeting the wider needs of our pupils, families, and the local community. However, the overriding aim of the Trust is to support the schools in providing the best possible education for its children and any lettings of the premises to outside organisations will be considered with this in mind.

Each schools' allocated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be imposed to cover any the additional costs borne by the school for premises lettings. As a minimum, any external organisation utilising school facilities must reimburse the school for the actual costs incurred, which will be allocated back to the individual school's budget.

The Trust reserves the right to:

- ❶ refuse applications without giving a reason
- ❷ have a representative present at any function
- ❸ terminate any activity not properly conducted
- ❹ waive any lettings fees.

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')'. Lettings can be either single use, meaning on a one-time basis, or for regular use, such as the same day and time each week.

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 pupils.

The following activities fall within the corporate life of the Trust. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- ❶ Trust Board and Committee meetings
- ❷ Extra-curricular activities for pupils organised by the school or Trust
- ❸ School performances or events
- ❹ Parents' evenings and meetings
- ❺ PTA meetings and events
- ❻ Hosted events.

Care should be taken to ensure that any lettings are aligned with Trust values. The following activities are not considered to be appropriate:

- ❶ Commercial activities with little potential to generate income or support for the school
- ❷ Activities or events of a single political nature
- ❸ Activities or events which might bring the school or Trust into disrepute.

Roles & Responsibilities (including Administration of Lettings)

The Trust Board is responsible for:

- ❶ approving this policy and ensuring that it is reviewed regularly
- ❷ approving the hire charges for the letting of school premises and reviewing them regularly
- ❸ setting the Terms and Conditions of Hire for lettings
- ❹ approving the Health and Safety Policy and ensuring it is reviewed regularly
- ❺ ensuring that the Trust has appropriate insurance arrangements in place.

The Trust's Chief Executive Officer (CEO) is responsible for:

- ❶ ensuring Headteachers are aware of their responsibilities relating to this Policy
- ❷ finances.

Headteachers are responsible for:

- ❶ the management of lettings, in accordance with the policy.

The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for school lettings/finance), whilst still retaining overall responsibility for the lettings process.

If the Headteacher has concerns regarding the suitability of a letting request, they will consult with the Chair of the Finance Committee, who has delegated authority to address such matters on behalf of the Trust. Alternatively, the Headteacher may consult with the Trust to ensure that staff responsible for letting school premises are aware of their responsibilities in accordance with this policy.

Responsibilities

School lettings staff are responsible for:

- ❶ Ensuring that the lettings procedures are followed.

Hirers are responsible for:

- ❶ Adhering to the procedures and Terms & Conditions of Hire.

All schools are responsible for:

- ❶ Managing the day-to-day lettings of the premises and ensure effective communication between all parties concerned
- ❶ Maintaining accurate records of all bookings
- ❶ Confirming bookings using the Booking Terms & Conditions
- ❶ Checking and filing insurance and safeguarding documentation provided by hirers
- ❶ Arranging duty site staff for lettings
- ❶ Ensuring facilities are as required by hirers
- ❶ Ensuring appropriate training for hirers or appropriate member of staff is present when any specialised equipment or accommodation is hired
- ❶ Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use.

The Trust Finance Team is responsible for:

- ❶ Raising invoices and chasing any outstanding payments for the schools.

Charges & Bookings

The Trust's Finance Committee is responsible for setting charges for the letting of the school premises annually, in consultation with the Trust's CEO.

A charge may be levied to cover the following:

- ❶ Cost of services (heating and lighting)
- ❶ Cost of staffing (additional security, technicians, caretaking, and cleaning), including 'on-costs'
- ❶ Cost of administration
- ❶ Cost of "wear and tear"
- ❶ Cost of use of school equipment (if applicable)
- ❶ Profit element (if appropriate).

The charges review will take place during the summer term, for implementation from the beginning of the next financial year, with effect from 1 September of that year. Charges will be provided to hirers in advance of any letting being agreed (see *Scale of Charges Schedule – Appendix 2*)

All bookings will be made directly with the school, recorded locally, and supported by a copy of the Booking Terms & Conditions (*Appendix 4*) signed by the hirer.

In considering request for lettings consider the following:

- ❶ whilst the school will try to accommodate all requests, the school and current hirers will be given priority
- ❶ other considerations include the type of event, site supervision availability, the number of other lets coinciding and the suitability of our accommodation.

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).

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- ❶ Each period is in respect of the same activity carried on at the same place
- ❷ The interval between each period is not less than one day and not more than 14 days
- ❸ The charge is payable by reference to the whole series and is evidenced by written agreement
- ❹ The facilities are letting to a school, club, association, or an organisation representing affiliated clubs or constituent association.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

The Administrative Process

Organisations interested in renting a school's premises should contact the Headteacher (or School Lettings Manager), who will assess their needs and provide information on suitable facilities and availability.

Upon agreement, the proposed hirer will receive a Lettings Application Contract (*Appendix 4*), which includes the Terms and Conditions, for completion. Letting of the premises should only proceed upon the return of the signed agreement to the Trust and approval by the school's Headteacher. The Headteacher/Finance Committee retains the right to decline applications, and no letting should be considered 'booked' until written approval is granted. Public announcements regarding the activity/function should be withheld until formal written confirmation of the booking is received.

The person/organisation applying to hire the premises will be invoiced for the cost of the letting according to the Finance Committee's Scale of Charges Schedule (*See Appendix 2*). Payment is made directly into the Trust's bank account.

Advance payment is required by the schools to mitigate potential bad debts. One-off bookings necessitate upfront payment, while others are to be paid monthly or termly in advance.

To avoid potential business tenancy issues, the hirer should be a named individual, and the agreement should be in their name, including their permanent private address.

All lettings' fees received by the Trust will be allocated to the respective school's budget to offset costs such as services and staffing, which are funded from the school's delegated budget. Income and expenditure associated with lettings will be regularly monitored to ensure at least a 'break even' situation is being achieved and reported to the Trust Board and Finance Committee.

Public Liability & Accidental Damage Insurance

It is vital that all hirers have public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons, including all participants in the hired activity. This insurance must also encompass loss or damage to the school premises arising from the letting:

- ❶ Accidental bodily injury including death to third parties and damage to their property – not less than £5 million
- ❷ Accidental damage caused by fire to the premises on hire - £5 million
- ❸ Accidental damage caused to the premises other than fire - £10,000.

Where the hirer does not form part of a regular hire (i.e. on a weekly or monthly basis) or is for a voluntary group or private individual or party; insurance cover may be agreed through the Trust's own insurance policy which is subject to a £500 excess.

Evidence of the appropriate cover must be provided to the relevant school before any hire commences and will be subject to annual review.

Security

The Headteacher or designated member of school staff holds delegated authority to determine the security risk associated with each letting. They will be responsible for allocating a continuous security presence or other suitable control measures.

Safeguarding & the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection & Safeguarding Policy and ensure appropriate DBS checks are carried out by the hirer on any individual working for them prior to booking the school's facilities.

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

When determining whether to approve an application, the Headteacher or person with designated responsibility will consider the following factors:

- ❖ The type of activity
- ❖ Possible interference with school activities
- ❖ The availability of facilities
- ❖ The availability of staff
- ❖ Safeguarding Policy.

Trust schools have duties regarding the prevention of terrorism and radicalisation. Each Headteacher needs to confirm whether the letting is deemed compatible with their school's ethos.

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 Headteacher, balanced or outweighed by freedom of expression or artistic merit)
- ❖ Inadequate Safeguarding Policy.

If the Lettings Administrator suspects that the letting has been utilised for unauthorised political purposes, dissemination of inappropriate material or any other purpose that contravenes the Prevent duty, they are required to file an Incident Report Form.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from Trust premises.

Health & Safety Considerations

During the period of the letting, it is the responsibility of the Hirer to ensure the safety of those making use of the building and the safety of the members of the public who may have cause to come onto the premises. This includes providing first aid equipment and trained personnel.

Hirers are expected to complete their own risk assessment, which should be shared with the school upon request. All mains-powered electrical equipment brought onto the school premises must be safe, and evidence may be required that it has a valid test certificate.

The Hirer is responsible for ensuring that good order is kept on the premises and that the premises are left clean and tidy.

All Trust premises are non-smoking/vaping sites, which applies during the letting, including set up. Dogs are not permitted (unless for assistance).

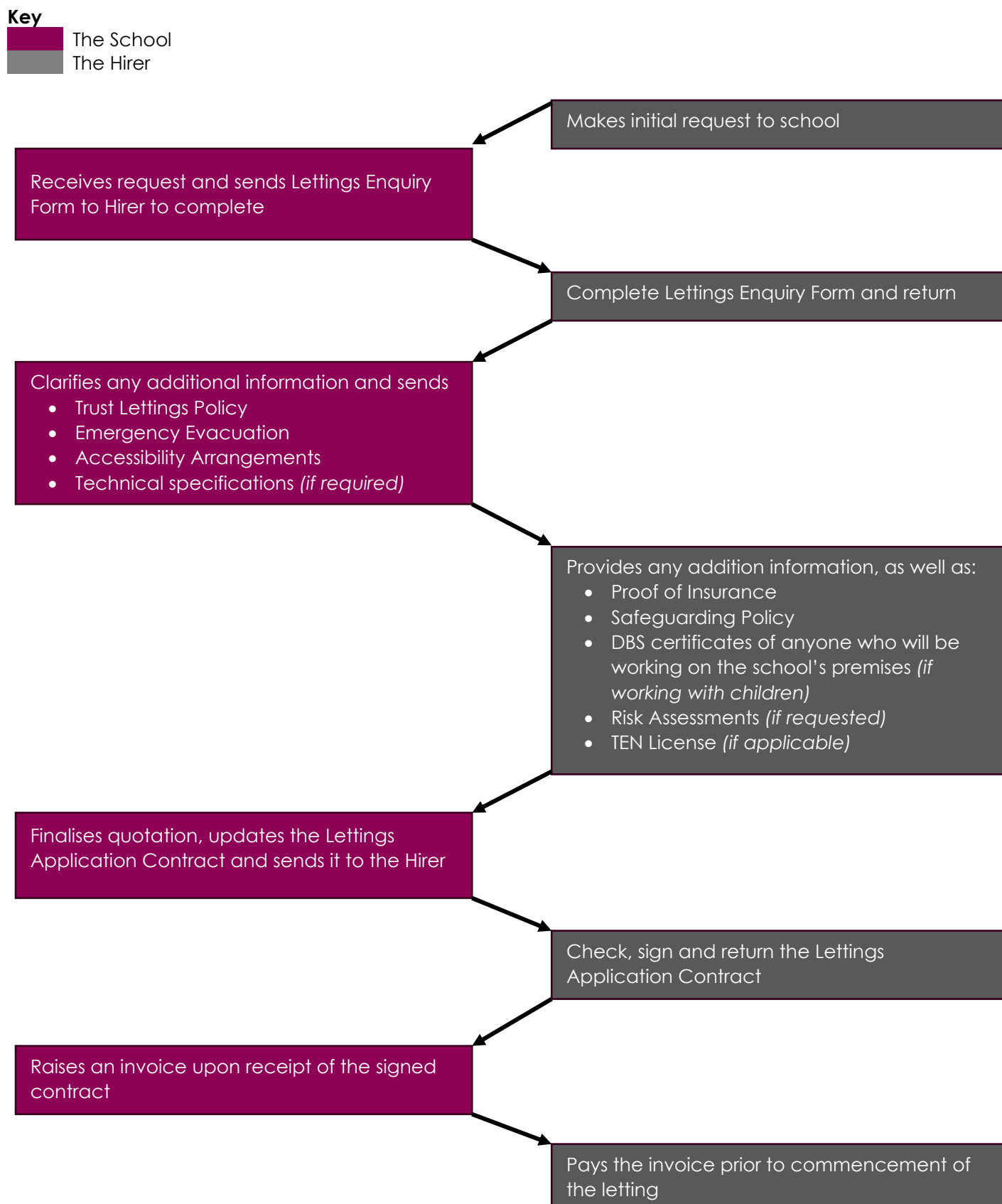
Each school will provide the Hirer with emergency evacuation and accessibility details for the school premises prior to letting. It is the Hirer's responsibility for the safety of all persons associated with the letting. This includes providing first aid equipment and trained personnel.

Cancellations

- **By the Hirer:** Cancellations must be made in writing at least three working days before the scheduled letting. Failure to do so will result in the Hirer remaining liable for the standard charges. If a cancellation is made within the specified timeframe, the school will provide the Hirer with a credit for a future booking in the following term, if applicable, or issue a refund if no further bookings are required.
- **By the School:** If the school deems it necessary to cancel a booking, every effort will be made to provide advance notice, typically no less than 24 hours. Where feasible, alternative accommodation will be offered. If this is not possible, a refund will be issued.

The Trust and its schools will not assume any liability for commitments made by the Hirer as a result of such cancellations.

Appendix 1: Lettings Process



Appendix 2: Scale of Charges Schedule

Facility	Rate
Hall	£30 per hour for regular or second use £35 per hour for one off or first use £40 per hour for function use <i>(no performance equipment but supported setup)*</i> £60 per hour performance letting, plus setting up and clearing away charge (£20 per hour)
Studio Theatre <i>(Kennet School only)</i>	£25 per hour for regular or second use £30 per hour for one off or first use £35 per hour for function use <i>(no performance equipment but supported setup)*</i> £50 per hour performance letting, plus setting up and clearing away charge (£20 per hour)
Gym	£30 per hour for regular or second use £35 per hour for one off or first use
Classroom/Library Community Learning	£25 per hour
Field	£15 per hour

**If hirers wish to use the school's equipment, e.g. lighting or sound equipment, this will be negotiated separately and may necessitate the hire a least one of our technicians.*

Resource	Rate
Technician - Lighting	£20 per hour
Technician – Sound	£20 per hour
Site Management	£17 weekday opening £17 weekend closing £34 weekend opening and closing

Note: Charges effective from September 2024

Concessions

Concessions, such as multiple spaces/areas of the school or charitable events, will be considered on an individual basis and is at the Headteacher's discretion.

Appendix 3: Lettings Enquiry

Below is an example of a school application form. The initial lettings enquiry could be via email, the school website, or phone call. However, the form contains the information that needs to be gathered for the school to provide the right lettings solution, an accurate quotation, and the necessary documentation to proceed.

Name of School Interested in Hiring:	
Name:	Organisation:
Contact Number:	Address:
Email Address:	Post Code:
Date/s of Booking: (DD/MM/YYYY)	Time/s Required: (approximately)
Day of Week: (please tick all that apply) ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday	
Purpose: (please state if any third parties will be attending, e.g. DJ, entertainer, bouncy castle)	Anticipated Attendance Count:
Accommodation: (please tick) ☐ Main Hall ☐ Gym ☐ Classroom ☐ Other If Other, please state: _____	
Equipment (if applicable): (please tick) ☐ School Piano ☐ Lighting/Sound ☐ Audio Visual Equipment ☐ Other If Other, please state: _____	
Type of Booking: (please tick) ☐ Repeat / regular booking ☐ One-off booking ☐ Performance-related booking* ☐ Function * may require hiring at least one technician at an additional cost	

Appendix 4: Lettings Application Contract (including Hire Agreement & Terms & Conditions)

General Information:

Name of School Interested in Hiring:		
Type of Booking: <i>(please tick)</i> ☐ Repeat / regular booking ☐ Performance-related booking ☐ One-off booking ☐ Function		
Name:	Organisation:	
Contact Number:	Address:	
Email Address:	Post Code:	
Date/s of Booking: <i>(DD/MM/YYYY)</i>	Time/s Required: <i>(approximately)</i>	Anticipated Attendance Count:
Day of Week: <i>(please tick all that apply)</i> ☐ Monday ☐ Saturday ☐ Tuesday ☐ Sunday ☐ Wednesday ☐ Thursday ☐ Friday		
Purpose: <i>(please state if any third parties will be attending, e.g. DJ, entertainer, bouncy castle)</i>		

Hire Charges:

Facility/Equipment/Resource Hire	Charges	Number of Sessions/ Hours	Sub-Total
Hall	£		£
Gym	£		£
Classroom/Community Learning	£		£
Library	£		£
Field	£		£
Studio Theatre	£		£
School Piano	£		£
Lighting/Sound Equipment	£		£
Audio Visual	£		£
Technician - Lighting	£		£
Technician - Sound	£		£
Site Management	£		£
		TOTAL AGREED CHARGE	£

Terms & Conditions of Hire / Use of School Premises:

The use of Equinox Learning Trust premises for purposes other than those of the Trust school itself is subject in all respects to the following terms and conditions:

1. Application for Hire

Hirers must complete a Lettings Application Form and sign to confirm that they have read and agreed to the Terms & Conditions of Hire and associated costs. All staff must be suitably qualified, experienced, and hold satisfactory current Enhanced Disclosure and Barring (DBS) checks if working with children. A letting will only be confirmed on receipt of the completed lettings application form together with copies of these DBS records, safeguarding policy, proof of relevant public liability insurance and any necessary licence for the sale of intoxicating liquor (if applicable).

Under no circumstances will a letting be allowed until all paperwork has been received.

All lettings are agreed by the Headteacher/Lettings Manager and must be within the school's ethos. No part of the school premises requested are to be used for an unlawful purpose or to be used outside the purpose requested.

2. Payment Terms

- a) An invoice will be issued, and payment is due by return
- b) Payment for ongoing lettings shall be paid in advance half-termly
- c) All users must be covered by insurance:
 - i. Accidental bodily injury including death to third parties and damage to their property – not less than £5 million
 - ii. Accidental damage caused by fire to the premises on hire - £5 million
 - iii. Accidental damage caused to the premises other than fire - £10,000Where the hire does not form part of a regular hire (i.e. on a weekly or monthly basis) or is for a voluntary group or private individual or party; insurance cover may be agreed through Equinox Learning Trust's own insurance policy which is subject to a £500 excess.
- d) Equinox Learning Trust reserves the right to charge for cleaning services or repairs should the premises not be left in satisfactory condition following a letting.
- e) A minimum charge of one hour per letting is requested.

3. School Hire

Hirers will only have access to areas specified in the Lettings Application. No access is permitted to any other part of the premises or unauthorised use of any outside area. Booking times must allow sufficient time for preparation before, and clearing away after, the letting. School equipment may only be used with prior agreement. Alcohol can only be consumed on-site if agreed as part of the letting, and the Hirer has obtained the relevant Temporary Event Notice (TEN) licence for the sale of intoxicating liquor (if applicable).

4. Cancellation

A booking must be cancelled in writing, with at least three working days' notice, to the school office/Letting Manager. If due notice is not given, the Hirer will be required to pay the full hire charge. Any deposit paid may be refunded at the discretion of the Headteacher in consultation with the Finance Department.

5. Site Management

Any problems with the school premises or equipment will be notified immediately to the caretaking staff on duty. Charges for Site Manager services for the security of the building may be applied (see Appendix 2 – Scale of Charges Schedule).

6. Site Security

For lettings outside of regular school hours, the Hirer is responsible for the security of the premises; the Hirer must not leave the premises unattended and insecure. Should the Hirer need to leave the premises before the end of the letting period, contact must be made with the Site Manager.

7. Health & Safety

During the period of the letting, it is the responsibility of the Hirer to ensure the safety of those making use of the building and the safety of the members of the public who may have cause to come onto the premises.

The Hirer is responsible for ensuring that good order is kept on the premises and that the premises are left clean and tidy. All mains-powered electrical equipment brought onto the academy premises must be safe, and evidence may be required that it has a valid test certificate.

All Trust premises are non-smoking/vaping sites, which applies during the letting, including set up. Dogs are not permitted (unless for assistance).

The Hirer must conform to and familiarise themselves (and their staff) with emergency evacuation and accessibility documentation for the school premises and is responsible for the safety of all persons associated with the letting. This includes providing first aid equipment and trained personnel.

8. Safeguarding

Equinox Learning Trust is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring safeguarding measures are in place rests with the Hirer, not the school. Hirers providing services to children must ensure that DBS checks, policies and procedures are in place and must be supplied upon request. The school has a responsibility to check.

9. Risk Assessment

The Hirer must complete their own risk assessment and share with the school if requested.

Hire & User Agreement:

Hire & User Agreement between the Equinox Learning Trust (_____ School) and _____ (the Hirer).

For the purpose of _____ on _____

Time from _____ Time to _____.

The Hirer / User agrees:

- To pay the sum of £_____ for the above letting
- To the Terms & Conditions of Hire of School Premises
- To provide a copy of their Public Liability Insurance Policy document
- To provide a copy of their Safeguarding Policy document
- The premises will be left in a clean and tidy condition at the end of the hire and acknowledges that the school is a non-smoking/vaping site and dogs are not permitted
- To report any damage caused or noticed to the Site Manager/Headteacher as soon as practicably possible
- To have familiarised themselves with the Trust's Letting Policy and the school's Emergency Evacuation and Accessibility documentation.

Where relevant:

- ☐ All staff are DBS checked ☐ Risk assessment has been completed ☐ First Aid compliant

By signing this agreement, the Hirer / User acknowledges, and agrees to abide by the Terms & Conditions of Hire / Use of School Premises and the Equinox Learning Trust Lettings Policy.

On behalf of Equinox Learning Trust	Signed on behalf of the Hirer
Signature:	Signature:
Date:	Date:
Print Name:	Print Name:

Note: If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the company's secretary. This form should be returned to the Trust at least 28 days before the proposed letting date.