Policy Information Sheet

Name of Policy:	**School Lettings Policy (including Community Use Statement)**
Delegated Authority	☐ Trust Board ☒ Nominated Committee – Audit Committee ☐ CEO ☐ CFO ☐ Other _____
Policy review cycle	☐ Annual ☒ 3 years ☐ 4 years ☐ Other _____
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COMMUNITY USE STATEMENT

Community use of Hartlepool Free School

Make It Different Trust, the operators of Hartlepool Free School will allow use of its state-of-the-art facilities at Golden Flatts to a select number of safe, vetted and approved community groups who share the ethos of the Trust and exist to improve the lives of the children and families of Hartlepool.

Aims of community use

- Providing opportunities for local youth, parent, community and sports organisations to offer youth groups, parent groups, sport and physical activity for health improvement and development of skills and wellbeing in children and families in Hartlepool.
- Generating positive attitudes towards citizenship and family life, sport and physical activity.
- Increasing the number of families participating in family activities focussed on sport, the outdoors, nature, citizenship, family life and wellbeing.
- Using the facilities to inspire a range of high quality after school clubs and community activities.
- Providing affordable access to the facilities and to be self-financing in terms of community use.

Arrangements for Community Use

The school agrees to make the Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement. The hours identified for community use are 4.00pm – 7.30pm Monday to Thursday and 9am – 12noon on a Saturday.

Targets for Community Use

The school shall work with Sport England, Local sports groups, local wellbeing charities and groups and Hartlepool Parent Carers forum to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

Marketing and Promotion

The school will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

Lettings Policy – Hartlepool Free School

1. Purpose

The purpose of this policy is to set out the framework for the hire and use of facilities at Hartlepool Free School. The Trust is committed to maximising the use of its assets for the benefit of the community, provided that such use:

- Supports the Trust's charitable objectives
- Does not interfere with the primary purpose of education
- Is conducted in accordance with the Trust's Articles of Association and the Academy Trust Handbook
- Ensures full cost recovery or generates income to support the school.

See Appendix 1

2. Scope

This policy applies to:

- All facilities owned or operated by Hartlepool Free School
- All external organisations and individuals hiring facilities
- All staff involved in the administration or approval of lettings.

3. Legal and Regulatory Framework

This policy is underpinned by:

- The Trust's Articles of Association (use of assets and application of income)
- The Academy Trust Handbook (particularly requirements relating to:
  - Regularity and propriety
  - Managing public money
  - Lettings must not represent a subsidy unless justified as charitable
- Relevant legislation including:
  - Health and Safety at Work Act 1974
  - Safeguarding legislation
  - Equality Act 2010

4. Principles

The Trust will ensure that:

- Lettings do not conflict with the school's educational use
- Activities are consistent with the Trust's ethos and values
- Lettings are non-political and non-extremist
- The Trust avoids reputational risk
- Charges are set to ensure no unauthorised subsidy of private use.

5. Delegation of Authority

The Trust Board retains overall strategic oversight of lettings.
Responsibility for implementation is delegated as follows:

- **Chief Executive Officer / Accounting Officer / CFO**: Ensuring compliance with the Academy Trust Handbook and proper use of public funds
- **CEO/CFO**: Day-to-day operational oversight and decision-making
- **Operations and Finance Manager**:
    - Administration of bookings
    - Fee calculation and invoicing
    - Ensuring compliance with this policy.

No letting may be agreed that would:

- Breach safeguarding requirements
- Conflict with Trust policies
- Result in financial loss without explicit approval.

6. Types of Lettings

The Trust may permit:

- Community use (e.g. sports clubs, youth groups)
- Educational use (e.g. tuition, training)
- Commercial use (where appropriate and aligned with Trust values).

The following are not permitted:

- Activities promoting extremism or illegal activity
- Events inconsistent with safeguarding expectations
- Activities that may damage the Trust's reputation.

7. Charging and Fees

In accordance with the Trust's Articles of Association, the Trust shall apply all income derived from lettings solely towards the advancement of its charitable objects, namely the provision of education.

The Trust will ensure that:

- Lettings are conducted on a full cost recovery basis or better

- No private benefit is conferred unless it is incidental, reasonable, and in furtherance of the Trust's objects
- Any concessions are justified as furthering the Trust's charitable purpose.

Charges will be set in line with the following principles:

- Full cost recovery (including staffing, utilities, wear and tear)
- Market rate benchmarking where appropriate
- Transparent and consistent pricing structure.

The Trust may apply:

- Concessionary rates for community or charitable groups, where this aligns with its charitable objectives and is properly documented.

All income generated will be:

- Properly accounted for
- Used solely to support the Trust's educational purposes.

The Trust will ensure that all lettings represent value for money and an appropriate use of public assets, with charges reviewed periodically against local market rates.

8. Related Party Lettings

The Trust will ensure that any lettings involving related parties are conducted in accordance with the requirements of the Academy Trust Handbook.

A related party includes, but is not limited to:

- Trustees and Members
- Senior leaders
- Close family members of the above
- Organisations in which such individuals have an interest.

The Trust will ensure that:

- Any such lettings are conducted at no less than full cost recovery
- Arrangements are transparent, properly documented, and approved in advance
- Any conflicts of interest are declared and managed.

The Trust will not enter into any letting arrangement which could be perceived as providing an inappropriate private benefit.

9. Application Process

All hirers must:

- Submit a formal application
- Provide:
    - Public liability insurance (minimum £5 million required)
    - Safeguarding assurance (where children are involved)
    - Risk assessment (where required)
    - Agree to the Trust's terms and conditions.

No booking is confirmed until:

- Approval is granted
- A signed agreement is received.

10. Safeguarding

The Trust will ensure:

- Lettings do not compromise safeguarding arrangements
- Hirers working with children provide evidence of:
    - Enhanced DBS checks
- Safeguarding policies
- The Trust retains the right to:
    - Refuse or terminate lettings where safeguarding concerns arise.

Health and Safety

Hirers must:

- Comply with all health and safety requirements
- Follow emergency procedures
- Use facilities only as agreed
- The Trust will ensure:
    - Premises are safe and compliant
    - Necessary supervision arrangements are in place.

11. Insurance and Liability

- Hirers are responsible for their own insurance
- The Trust is not liable for:
    - Loss or damage to hirer property
    - Injury arising from the hirer's activities
- Any damage to Trust property will be:
    - Charged to the hirer.

12. Cancellation and Termination

The Trust reserves the right to:

- Cancel bookings where necessary (e.g. school use takes priority)
- Terminate lettings for breach of terms

Refunds will be considered in line with agreed terms and conditions

13. Letting times, available facilities and equipment

Facilities and Equipment available for hire:

- School field
- MUGA (astroturf)
- Sports Hall / Gym
- Eco Classroom
- Main Hall
- Classrooms

- Any other space deemed appropriate for a given activity

Lettings Times:

During Term Time	Monday to Friday	4.30pm-9.00pm
	Weekends	By arrangement
During School Holidays	Monday to Friday	By arrangement
	Weekends	By arrangement

Variations to the above facilities and times will be subject to the approval of the Trust Board, or staff with delegated responsibilities.

14. Management and Administrations of Lettings

The Trust Board retains overall responsibility for lettings as part of its oversight of Trust operations. Day-to-day management is delegated to the Principal and Operations and Finance Manager.

The Operations and Finance Manager will need to be satisfied that the Hirer is able to manage the let in accordance with school principles and policies before agreeing to accept the booking. If the Principal does not feel that satisfactory management procedures will be in place during the let they should not accept the booking application. If they have any concerns about whether a particular request for a letting is appropriate or not, they will consult with the Executive Team and seek appropriate advice.

15. Appeals Procedure

If a Hirer has a letting application rejected or agreement withdrawn, they have a right to appeal to the Trust Board.

The appeal should be made in writing and will be presented at the next full meeting of the Trust Board.

The Hirer will be informed of any action and/or decision taken by the Trust Board.

The Trust Board's decision is final.

16. Complaints Procedure

If a Hirer is dissatisfied with any aspect of the service it has received, they should at the earliest opportunity attempt to resolve this with the staff of the school. Every effort will be made to resolve disputes between the parties quickly and effectively:

- In the event of a dispute, the complainant should proceed as follows: -
  - The relevant member of staff should be contacted to try to resolve the problem
  - If the matter cannot be resolved satisfactorily the hirer should be directed to the complaint's procedure.

17. Monitoring and Review

- Lettings activity will be monitored by the Operations and Finance Manager and reported to the CFO
- The Trust Board will receive periodic updates as appropriate
- This policy will be reviewed every three years.

18. Equality and Accessibility

The Trust will ensure:

- Fair and equitable access to facilities
- Compliance with the Equality Act 2010

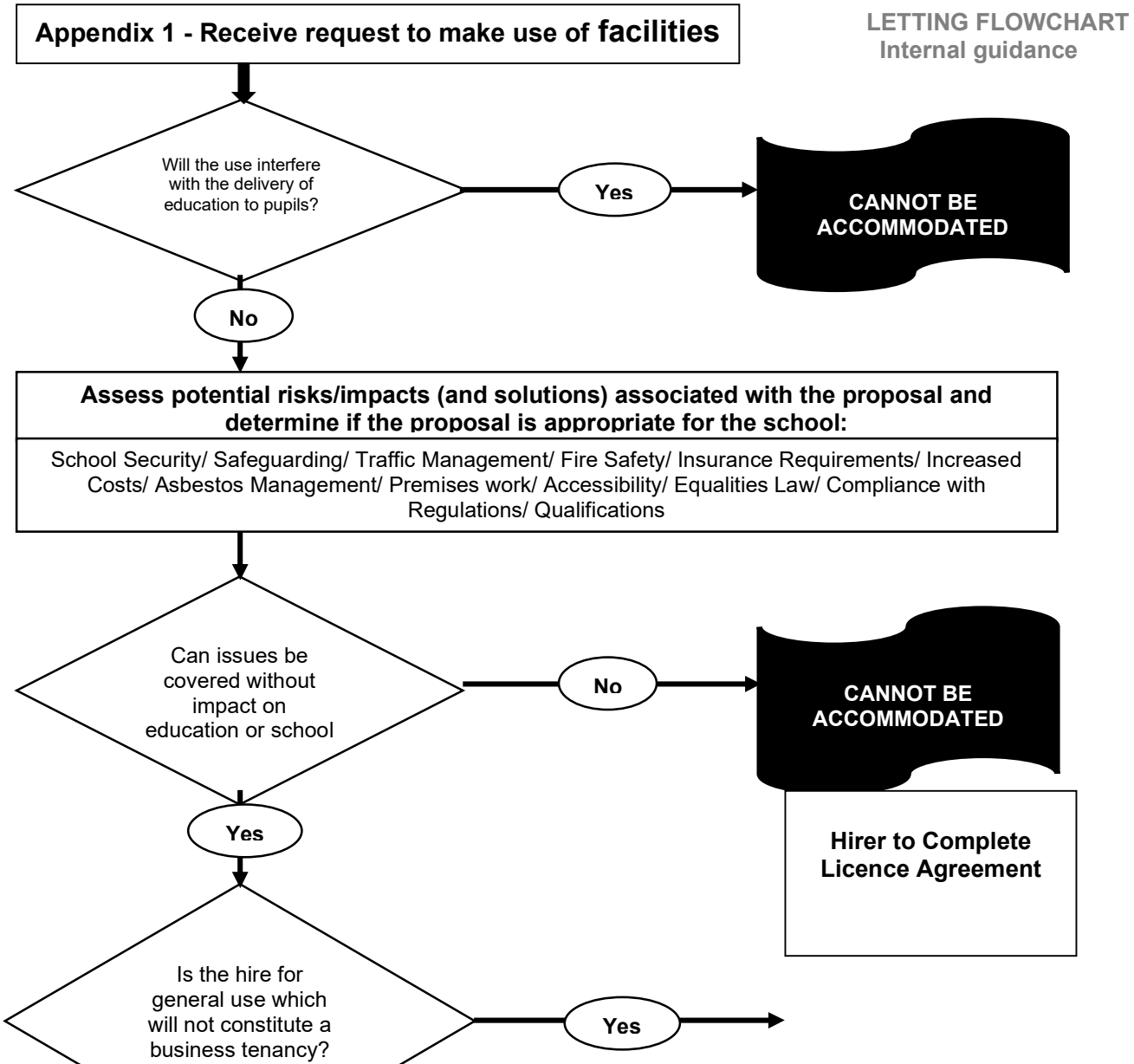
Reasonable adjustments will be made where required and where possible.

19. Associated Documents

- Lettings Application Form – separately available
- Lettings Terms and Conditions - separately available Appendix 2
- Booking form – Appendix 3
- Safeguarding Policy
- Health and Safety Policy
- Charging Schedule – separately available
- School check list – Appendix 4.

Appendix 1 - Receive request to make use of facilities

LETTING FLOWCHART
Internal guidance



Appendix 2

Lettings Terms and Conditions of Hire

1. Agreement

These Terms and Conditions form a legally binding agreement between the Hirer and Make It Different Trust ("the Trust") for the use of facilities at Hartlepool Free School.

No hire is confirmed until:

- A completed application form is received
- These Terms are signed
- Written confirmation is issued by the Trust.

2. Use of Premises

The Hirer shall:

- Use the premises only for the agreed purpose
- Not sub-let or transfer the booking
- Ensure activities are lawful and appropriate.

The Trust reserves the right to refuse or terminate any booking that:

- Conflicts with the Trust's ethos or charitable objectives
- Presents safeguarding or reputational risks.

3. Safeguarding

Where children or vulnerable adults are involved, the Hirer must:

- Provide evidence of safeguarding policies
- Ensure appropriate Enhanced DBS checks (including barred list where applicable) are in place
- Accept full responsibility for safeguarding during the hire period.

The Trust retains overall safeguarding oversight and may terminate use immediately if concerns arise.

4. Health and Safety

The Hirer agrees to:

- Comply with all health and safety regulations
- Familiarise themselves with fire and emergency procedures
- Provide risk assessments where required.

The Hirer is responsible for:

- First aid provision during their activity
- Safe supervision of participants.

5. Insurance

The Hirer must hold:

- Public liability insurance (minimum £5 million)

  Evidence must be provided prior to hire.

The Trust accepts no liability for:

- Injury, loss, or damage arising from the Hirer's activities.

6. Charges and Payment

- Charges will be set to ensure full cost recovery in line with Trust Policy
- Payment terms will be specified in the booking confirmation
- The Trust reserves the right to require payment in advance.

Additional charges may apply for:

- Damage
- Additional cleaning
- Overtime or late vacation.

7. Damage and Loss

The Hirer is liable for:

- Any damage to Trust property
- Loss of equipment.

Costs will be recovered in full.

8. Behaviour and Conduct

The Hirer must ensure:

- Good order is maintained
- No illegal, unsafe, or inappropriate behaviour occurs
- Compliance with all Trust policies (including safeguarding and equality).

The Trust operates a **zero-tolerance approach** to:

- Discrimination
- Harassment
- Extremist or political activity.

9. Alcohol, Smoking and Substances

- Smoking and vaping are prohibited on site

- Alcohol is not permitted unless explicitly authorised
- Illegal substances are strictly prohibited.

10. Security and Access

The Hirer must:

- Use only agreed areas
- Leave premises secure after use
- Follow site access arrangements.

Failure to vacate on time may result in additional charges.

11. Cancellation

By the Hirer:

- Notice periods and any charges will be set out in the booking agreement.

By the Trust:
The Trust may cancel bookings:

- For operational reasons (including school use)
- Where there is a breach of these Terms.

The Trust will aim to give reasonable notice.

12. Indemnity

The Hirer agrees to indemnify the Trust against:

- All claims, losses, or damages arising from their use of the premises

Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury arising from negligence, or any other liability which cannot be excluded in law.

13. Compliance with Academy Trust Requirements

The Hirer acknowledges that:

- The Trust is a charitable company
- Facilities are hired in accordance with the Trust's governing documents
- Income generated supports the Trust's educational purposes.

14. Governing Law

This agreement is governed by the laws of England and Wales.

15. Declaration

I confirm that I have read and agree to these Terms and Conditions.

Name:
Organisation:
Signature:
Date:

APPENDIX 3

Example Booking Form

Hartlepool Free School

Contact Name:		
Contact Telephone:		
Contact Email:		
Company Name:		
Invoice sent to:		
Reason for Booking:		
Date of Booking/s:		
Time of Booking/s: *Any bookings that run over the agreed timings will incur a charge of 50% of the hourly room rate*		
Number of delegates:		
Staff Member:		
Requested Room/s:	**Room 2**	
	Room 3	
	Room 4	
	Eco Pod	
Requested Sports or other facilities	**MUGA**	
	Field	
	Sports hall/Gym	
	Other (please state)	

Set Up for Event – specific requirements

Layout or requirements	

****Please note: If you do not send a purchase order number before the end of the month, invoices will be sent without them****

Name: ……

Signature:……

Date:……..

Please send all fully completed booking forms to: enquiries@hartlepoolfreeschool.org.uk

While the Trust takes all reasonable steps to ensure the safety of its premises, the Hirer accepts responsibility for the supervision and safety of all participants during the hire period.

Nothing in this agreement limits or excludes liability where it would be unlawful to do so.

Appendix 4

Lettings Approval Checklist

Lettings Pre-Approval Checklist
Before confirming any letting, the following must be completed:

1. Purpose and Suitability
☐ Activity aligns with Trust ethos and values
☐ No safeguarding or reputational concerns
☐ Does not interfere with educational provision

2. Safeguarding
☐ Hirer has safeguarding policy (if applicable)
☐ DBS evidence provided where required
☐ Supervision arrangements confirmed

3. Insurance
☐ Public liability insurance certificate received (£5m minimum)

4. Health and Safety
☐ Risk assessment provided (if required)
☐ Capacity and supervision appropriate
☐ Emergency procedures shared

5. Financial Compliance
☐ Charges calculated using approved pricing model
☐ Full cost recovery confirmed
☐ Any concession justified and recorded
☐ Value for money considered

6. Related Party Check
☐ Hirer is not a related party
OR
☐ If related party:
- Declared in register of interests
- Approved in advance
- Charged at full cost recovery

7. Documentation
☐ Application form completed
☐ Terms and Conditions signed
☐ Booking confirmation issued

8. Final Approval
☐ Approved by authorised member of staff

Name:	**Role:**
Signature:	**Date:**