

Three Counties Academy Trust



# Lettings Policy

## #FI7

Last updated: 01 September 2023

Review Date: 31 August 2026

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## **Statement of intent**

Three Counties Academy Trust (TCAT) aims to maximise the use of all its facilities. The intended purpose of our facilities is to benefit the school community; however, TCAT also 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.

TCAT endeavours to positively contribute to increasing participation in activities taking place in our local community.

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

## 1. 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 (2022) 'Keeping children safe in education 2022'

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

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Surveillance and CCTV Policy
- Manual Handling Policy
- Asbestos Management Policy
- School Security Policy

## 2. Roles and responsibilities

The Governing Board, or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently across TCAT
- Working with the Executive Headteacher/CEO and CFO 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, which may be attributed to the use of the premises are covered
- Overseeing the marketing of the facilities to ensure their use is maximised

The Chief Finance Officer (CFO) will be responsible for:

- Ensuring compliance with the premises licence

- Acting as or appointing a designated premises supervisor
- Working with the Trust Site Manager to assess whether or not the premises is suitable for hire in its current condition
- Ensuring TCAT has the correct insurance for hiring out the premises
- Checking the hirer has adequate public liability insurance
- Accepting and rejecting applications to hire the premises
- Working with the Trust 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
- Ensuring TCAT adheres to its Premises Management Policy
- Reviewing and, where necessary, amending the TCAT'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

The Trust Site Manager will be 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

Hirers will be 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 Trust Site Manager to ensure that the premises is secure after use
- Obtaining adequate public liability insurance
- Providing the CFO with proof that they hold a current and relevant insurance policy
- Obtaining all necessary safeguarding checks where required, e.g., DBS checks, and providing proof of this to the Executive Leader for Safeguarding and Inclusion/CFO
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within
- Informing the CFO 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. Applications**

Potential hirers will contact TCAT at least two weeks before they wish to use the premises.

Prospective hirers can apply through an application form which will be submitted in writing to TCAT or emailed to [finance@tcat.school](mailto:finance@tcat.school). 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 TCAT premises, the CFO will review the request and refer to the Executive Headteacher/CEO if further guidance to suitability for the hirer's needs and activities is required.

If the application is rejected, the CFO will contact the applicant, either by telephone or email, to clarify TCAT's response and outline the reasons for rejection.

Once the application has been accepted, TCAT may take a deposit of 10% of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring. Fees can be paid via cash, cheque, or bank transfer. The hirer will state how they intend to pay in their application form.

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

If TCAT 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).

## **4. Fees**

TCAT requires a 10% deposit of the overall fee to be paid to secure a booking.

The remaining amount is to be paid before or on the requested booking date.

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

If TCAT receives inadequate notice of cancellation, we may keep the hirer's deposit to account for any loss of earnings.

Trust staff, on behalf of TCAT, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

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 TCAT until they have paid the full amount.

TCAT 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, TCAT reserves the right to charge for repairing or replacing the equipment.

## **VAT**

Letting facilities will generally be standard rated, although the letting will be VAT exempt in certain circumstances, provided TCAT 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 TCAT will be providing education free of charge

## **5. Health and safety**

### **Risk assessments**

The Trust Site Manager, Executive Headteacher/CEO and CFO 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. Hirers will be required to conduct their own risk assessments for their activities.

### **Emergencies**

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

### **First aid**

The Trust Site Manager will check first aid kits to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items. The Trust Site Manager will show hirers where first aid kits are, should they be required. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

### **Fire safety**

The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises. The CFO will make copies of the TCAT's Fire Safety Policy available to the hirer prior to the first hire date. The hirer will be shown the fire exits and evacuation points by the Trust Site Manager prior to the first hire date.

### **Asbestos**

Hirers will be provided with a copy of TCAT's Asbestos Management Policy and Asbestos Management Plan (AMP) before using the site.

The Trust Site Manager will inform the hirer 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.

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If TCAT 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

Unless the incident is minor, TCAT will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

TCAT's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with TCAT's incident reporting procedures.

### **Smoking and alcohol**

Smoking will not be permitted on the premises at any time. Alcohol will not be brought on to, or consumed on, the premises, except where licences are in place to allow such, and it has been agreed in advance with the CFO.

## **6. Safeguarding**

TCAT will ensure that appropriate arrangements are in place to keep children safe during the hiring out of TCAT 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 Governing Board will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

TCAT 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 CFO and the Executive Leader for Safeguarding and Inclusion, and any concerns will be reported to the Governing Board prior to approval.

When determining whether to approve an application; the Governing Board 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
- TCAT's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of TCAT



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 Executive Headteacher/CEO and the CFO 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 TCAT's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, TCAT will contact the police who will remove the person or group from the premises.

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

## **7. Using the site**

The hirer will liaise with the Trust Site Manager to ensure TCAT premises remain secure before, during and after use.

Hirers will be given an emergency contact number for the Trust Site Manager 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.

The Trust Site Manager or designated site staff will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.

Keys or security codes will not be passed to any hirer or other person without written permission from the Governing Board.

The Trust Site Manager or designated site staff will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

TCAT uses a 'three strike rule' when handling complaints lodged against hirers; however, we reserve 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 TCAT does not tolerate inappropriate behaviour. This letter will outline that any fines for the behaviour that TCAT 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 all TCAT premises for any activity for a period of two months. TCAT 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 CFO and Trust Site Manager, this agreement must include a maximum noise level which is not to be exceeded.

The car park is available to hirers during their time on any TCAT premises; however, TCAT 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 Trust Site Manager will endeavour to find suitable spaces on the premises for additional parking.

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

## **8. Equipment**

Hirers will identify any equipment they require from TCAT and detail this in their application form; hirers must seek permission from TCAT 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 Trust Site Manager or CFO. In the event permission has been granted, the Trust Site Manager will oversee the move.

If a furniture move has been agreed, the hirer and Trust 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.

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

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

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

Risk assessments for manual handling will be carried out by the Executive Headteacher/CEO, the CFO, and the Trust Site Manager in accordance with the Manual Handling Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from TCAT.

The hirer will prepare food and drink in line with current food and hygiene regulations.

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.

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

## **9. Monitoring and review**

This policy will be reviewed in line with the published schedule at the front of this document and at any point material changes require it by the Executive Headteacher/CEO, Executive Leader for Safeguarding and Inclusion and Chief Finance Officer in conjunction with the Trust Site Manager and Governing Board. Any changes made to the policy will be amended by the Executive Headteacher/CEO and will be communicated to all members of staff.

The next scheduled review date for this policy is 31<sup>st</sup> August 2026.

Signed by:

|       |                              |             |
|-------|------------------------------|-------------|
| _____ | Executive<br>Headteacher/CEO | Date: _____ |
| _____ | Chair of Governing<br>Board  | Date: _____ |

## Schedule of revisions

[illegible]



## Premises application form

|   |              |   |                  |
|---|--------------|---|------------------|
| <b>Name of Organisation</b>   |              |   |                  |
| <b>Address:</b>   |              |   |                  |
| <b>Contact Details:</b>   |              | Telephone Number:<br>Mobile Number:<br>Email Address: |                  |
| <b>CONTACT DETAILS OF PERSON PRESENT AT LETTING (Emergency Contact Details)</b>                                       |              |   |                  |
| <b>Name:</b>  |              |   |                  |
| <b>Address:</b>   |              |   |                  |
| <b>Phone No:</b>  |              |   |                  |
| <b>Email:</b>   |              |   |                  |
| <b>Other Contact Details</b>  | <b>Name:</b> | <b>Mobile:</b>  |                  |
| <b>Purpose of Letting:</b>  |              |   |                  |
| <b>Age Group of Attendees</b>   | <b>0-10</b>  | <b>10-18</b>  | <b>18-30</b>     |
| <b>Dates of Letting:</b>  |              |   |                  |
| <b>Start Time:</b>  |              | <b>End Time:</b>                                      |                  |
| <b>Number of Attendees:</b>   |              |   |                  |
| <b>Will you be working with Children and/or Young People?</b>   |              | <b>Yes</b>  | <b>No</b>        |
| <b>If Yes, have you attached a copy of your Child Protection Policy</b>   |              | <b>Yes</b>  | <b>No</b>        |
| <b>Facilities Required (please )</b>  |              |   |                  |
| Sports Hall   |              | Tennis / Netball Courts                               | Main School Hall |
| Playing Field   |              | Classrooms  | 3G Pitch         |
| <b>Equipment required:</b>  |              |   |                  |
| <b>Public Liability insurance:</b>  |              |   |                  |
| <b>Do you hold your own?</b>  |              | <b>Yes</b>  | <b>No</b>        |
| <b>Would you like the school to arrange for you at 15% of the letting fee?</b>  |              | <b>Yes</b>  | <b>No</b>        |
| <b>Policy Number:</b>   |              | <b>Expiry date:</b>                                   |                  |
| <b>Indemnity Limit:</b>   | £            |   |                  |
| <b>Safeguarding</b>   |              |   |                  |
| The Hirer hereby confirms that systems are in place with regards to safeguarding measures as per the lettings policy. |              |   |                  |
| <b>Name:</b>  |              |   |                  |
| <b>Name of Organisation:</b>  |              |   |                  |
| <b>Signature:</b>   |              | <b>Date:</b>  |                  |
| <b>Letting Fee</b>  |              |   |                  |
| <b>Full amount payable</b>  |              |   |                  |
| <b>Deposit Amount (10% of total amount)</b>   |              |   |                  |

|  |  |                             |  |
|--|--|-----------------------------|--|
| <b>Balance</b>   |  |                             |  |
| <b>Payment Method</b>  |  |                             |  |
| <b>Declaration (Please read before signing)</b><br>I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licences necessary have been or will be observed and any requirements will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated. |  |                             |  |
| <b>Signature:</b><br><b>(I am over 18 years of age)</b>  |  | <b>Date of Application:</b> |  |
| <b>Name (block capitals)</b>   |  | <b>Mr/Mrs/Ms/Miss</b>       |  |
| <b>Signature: (on behalf of TCAT)</b>  |  |                             |  |
| <b>Date:</b>   |  |                             |  |



## Three Counties Academy Trust Lettings Charges

|  |                            |
|--|----------------------------|
| Main School Hall   | £32.00 per hour            |
| Teaching Classroom   | £25.00 per hour            |
| Sports Hall  | £27.50 per hour            |
| Tennis Courts (Outside)  | £7.50 per court / per hour |
| Netball Courts (Outside)   | £7.50 per court / per hour |
| Playing Field  | £15.00 per hour            |
| 3G Pitch<br>Available Mon-Sat 09:00-17:00  | £30.00 per hour            |
| An additional 15% of the letting fee is charged to those without their own Public Liability Insurance. |                            |