



Lettings Policy

**Reviewed by Emma Barton, Business Partner and Angela Sullivan
School Business Manager**

Ratified by the Board of Trustees 15 June 2021

Next review date May 2023

This policy has been reviewed in line with the principles set out in the Equality Policy and an initial screening Equality Impact Assessment has been carried out.

Within this policy the term Headteacher refers to the Headteacher of the School. The term CEO refers to the CEO of the Trust.

The Trustees of the Twynham Learning Trust (the Trust) are Charity Trustees and Company Directors and for the purpose of this policy these terms are interchangeable.

This policy reflects the legislation at the time that it was last reviewed. Any changes in legislation will take precedence over anything printed in this policy.

Contents:

Statement of intent

1. Legal framework
2. Roles and responsibilities
3. Emergencies and health and safety
4. The lettings process
5. VAT
6. Safeguarding
7. Fees and Charges
8. Using the site
9. Equipment

Appendices

- A. Contact details
- B. Schedule of Fees for Individual Schools
- C. Premises application form
- D. Safeguarding children form

Statement of intent

Twynham Learning aims to maximise the use of all its facilities. The intended purpose of the Trust's facilities is to benefit the School communities; 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

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)

This policy operates in conjunction with the following Trust policies:

- Health and Safety Policy
- Safeguarding and Child Protection Policy

This policy operates in conjunction with the following individual School policies:

- First Aid Policy
- CCTV Policy (for relevant Schools)

2. Roles and responsibilities

a) Definitions

Hirer	The person or organisation entering into the contract with the Trust
User	Those people making use of the premises hired under a letting agreement between the Trust and the hirer

b) *The Board of Trustees*, or their delegated Committee, is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with Headteachers 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.

c) **The Headteacher** of the relevant Twynham Learning School is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated person responsible for managing lettings.
- 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 the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site team to ensure the premises is fit for use by hirers including adequate and sufficient lighting in the event that the hire takes place during the hours of darkness.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy.
- Reviewing and, where necessary, amending the Trust's Letting School Premises Risk Assessments 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 Safeguarding and Child Protection Policy, in addition to ensuring that hirers are registered with the online DBS services.
- 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, if applicable.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

d) **Hirers** are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use, and that only the part of the building actually hired is used.
- 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 site team to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance for no less than £5,000,000
- Obtaining adequate licences required for particular events such as theatre performing rights or cinematography licences.
- Providing the Headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. Enhanced DBS checks where the club or activity being provided is for children or young people under the age of 18, and providing proof of details to enable online DBS Checking, to the Headteacher or designated person. If hirers require the School to obtain the check for them, the charge will be £40 + VAT. Hirers will also be required to register the check on line with the update service.
- Reading the Safeguarding and Child Protection Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Having due regard to the National Standards of Qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- 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 School Premises Risk Assessment.

- Ensuring that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the Trust in a clean and satisfactory condition. Any specialist cleaning or disinfection required as a result of the hirers activity in the premises will be the sole responsibility of the hirer.
- Having due regard and respect for the entitlements of our neighbours to the enjoyment of privacy and quiet.

The Trust reserves the right to have a member its staff present throughout a letting and to put a stop to any event that is considered not to be properly conducted.

3. Emergencies and health and safety

- a) The site team 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.
- b) Hirers will conduct their own risk assessments for their activities.
- c) In case of an emergency, the on-site telephones can be used to call the emergency services.
- d) 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.
- e) Hirers will provide their own first aid kits and ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- f) Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- g) Smoking will not be permitted on the premises at any time.
- h) 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.
- i) The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises.
- j) The hirer will be shown the fire exits and evacuation points by the site team prior to the first hire date.
- k) The hirer is responsible for signing in and monitoring persons on site, so that in the event of any emergency, all persons can be accounted for.
- l) The hirer shall not allow so many users into the premises as to exceed the capacity. Even if the stated capacity is not exceeded, the hirer will not use the space provided in such a way as to create conditions of overcrowding or to impede safe and effective escape from the premises in an emergency.
- m) The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- n) Evacuation notices should be displayed in each area of the School(s) building and site.
- o) In the event of an incident, fire or near miss, report forms will be made available to the hirer who in turn, must ensure completion where necessary.
- p) The Headteacher will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment of the activity will be required from the hirer.

4. The lettings process

- a) Potential hirers will contact the School of the proposed hire **at least** two weeks before they wish to use the premises.
- b) Prospective hirers can apply through an application form (Appendix C) which will be submitted by email to the School of the proposed hire. Email addresses can be found in Appendix A.

- c) For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.
- d) Hirers will explain their desired use of the premises when completing their application form.
- e) After receiving an application to use the School's premises, the Headteacher will consider whether the premises are suitable for the hirer's needs.
- f) If the application is rejected, the Headteacher will contact the applicant, either by telephone or email, to clarify the School's response and outline the reasons for rejection.
- g) Sub-letting of any form is strictly prohibited. If the Headteacher receives any evidence pertaining to plans to sub-let the School's premises, all bookings the hirer has made with the School will be cancelled.
- h) If the School 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).

5. VAT

- a) Letting out 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:
 - 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.
- b) Where the Trust will be providing education free of charge.
- c) Under HMRC guidance, any sessions cancelled forfeit VAT exemption rules and charges for the period will therefore be subject to VAT.

6. Safeguarding

- a) Organisations submitting a lettings request involving working with children and/or young people under the age of 18 will submit a signed copy of their current Child Protection and Safeguarding Policy which must include a named member of staff as the Designated Child Protection Officer.
- b) Hirers must ensure that provision is in place for staff record keeping of DBS checks and confirm this to the School on application by submitting an up to date list of the names of all staff and their DBS reference number along with the date the check was obtained.
- c) Details of all members of the hirer's staff must be registered with the online registration portal and give consent for the School to access the check as and when required. Please see Appendix D which is the form required to be submitted.
- d) The hirer must have policies and procedures to inform, educate and direct its staff in Child Protection matters. Whistleblowing and Staff Disciplinary Policies should be in place and used where appropriate.
- e) All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Board of Trustees prior to approval.
- f) When determining whether to approve an application; the Headteacher 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

- The Trust's duties with regard to the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the vision and ethos of the Trust
- g) 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).
- h) The Headteacher 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.
- i) 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.
- j) All hirers will read and review the Trust's Safeguarding and Child Protection Policy.
- k) Young people (under the aged of 18 years) must never be left unattended. Parents/Carers or an agreed alternative contact must be informed immediately if any young person leaves the session.
- l) Hirers' staff will inform their manager immediately when it is suspected that a young person has suffered any form of abuse, or is otherwise thought to be at risk. The manager must, in turn, immediately, inform the Trust and record the contact name.
- m) In addition to the general right of termination, the Trust specifically reserves the right to terminate this agreement with immediate effect if the user does not have the required safeguarding arrangements and fails to take immediate steps to put them in place and in such circumstance the Trust will not be liable for any loss, financial or otherwise incurred by the user.

7. Fees and Charges

- a) Individual Schools will invoice hirers monthly in advance of hire, or termly in advance if preferred. Fees should be paid via bank transfer.
- b) Requests for refunds for any session cancelled due to unforeseen circumstances must be made in writing. The hirer must provide details within 24 hours of the cancelled session. Arrangements will be made to issue a credit note if considered appropriate.
- c) Hirers should give the School at least 5 days' notice if they wish to cancel their booking.
- d) If the School receives inadequate notice of cancellation, the Trust may keep the hirer's fees to account for any loss of earnings.
- e) 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.
- f) 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.
- g) The School reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.
- h) 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.
- i) The School may terminate making the buildings and facilities unavailable for private hire by giving the hirer one month's written notice.
- j) The School may terminate the hire immediately, if any of the terms and conditions are not met or if there is any evidence that the activities of the hirer could result in negative publicity or damage to reputation.
- k) Fees for individual sites can be found in Appendix B.

8. Using the site

- a) The hirer will liaise with the site team to ensure the site remains secure before, during and after use.
- b) Hirers will be given an emergency contact number for the site manager in case of any security breach or emergency.
- c) The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents. Hirers are expected to have due regard and respect for neighbouring properties.
- d) The site team will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.
- e) The hirer must ensure that only that part of the building actually hired, is used and must observe any instructions given by the site team.
- f) Keys or security codes will not be passed to any hirer or other person without permission from the Headteacher. A record will be kept of all codes and keys issued.
- g) The Trust uses a ‘three strike rule’ when handling complaints lodged against hirers:
 - 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 a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the Trust 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 the Trust premises for any activity for a period of two months. The Trust also expects the hirer to issue an apology to the Trust and complainant in writing.
- h) The use of public announcement systems and loudspeakers must be agreed with the Headteacher and site team, this agreement must include a maximum noise level which is not to be exceeded.
- i) 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.
- j) Hirers will only use the car parking spaces allocated.
- k) In the event of any emergency, the hirer must ensure the Trust premises remain accessible to the emergency services, should they be required.

9. Equipment

- a) Hirers will identify any equipment they require from the School and detail this in their application form; hirers must seek permission from the School to use any additional equipment once the form has been submitted.
- b) Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site team or Headteacher. In the event permission has been granted, the site team will oversee the move.
- c) If a furniture move has been agreed, the hirer and site team will negotiate restoring the premises back to its original state.
- d) Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- e) Any seating provided is limited to the number of chairs on the premises.
- f) Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms. Any precautions required to ensure the safety of users when using equipment are the responsibility of the hirer. Equipment will be provided by the hirer and not the Trust.

- g) All mains powered electrical equipment brought onto the premises must have a valid test and inspection certificate (the certificate should not be less than 1 year old for earthed equipment, or less than 4 years old or double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- h) The Trust cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- i) CCTV systems may be used to monitor events and identify incidents taking place whilst the premises are in use (where applicable).
- j) Hirers will report any stolen or missing equipment to the site team immediately.
- k) Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Headteacher.
- l) The hirer will prepare food and drink in line with current food and hygiene regulations.
- m) 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.
- n) Hirers will not bring animals onto the premises without permission from the Headteacher.

10. Zero Tolerance

Twynham Learning staff are entitled to work in a climate that is safe from harm, both actual and perceived, and where they are treated with dignity and respect. The Trust operates a strict Zero Tolerance policy to any person or persons who makes a complaint in an angry, abusive or threatening manner, and all staff are instructed to terminate any conversation where this policy is contravened. The Trust reserves the right to utilise all legal powers at its disposal to ensure that the working environment is respectful and safe, and to terminate this agreement with immediate effect.

Appendix A – Contact Details

Name of Site	Email Address	Telephone
Twynham School	finance@twynhamschool.com	01202 486237
The Grange School	finance@thegrangeschool.com	01202 486536
Stourfield Infant School	office@stourfieldinfants.com	01202 424585
Stourfield Junior School	office@stourfieldjuniors.com	01202 424554
Christchurch Junior School	finance@cjsdorset.org	01202 485579
Twynham Primary School	office@twynhamprimary.com	01202 026065



Schedule of Fees 2021

School	Venue	Size m2	Regular bookings (weekly or monthly) £ per hour	One off or irregular bookings £ first hour	£ subsequent hours
Christchurch Junior School	Main Hall	138	15	25	15
Christchurch Junior School	Old Hall	169	15	25	15
The Grange School	Hall	268	20	40	20
The Grange School	Gym	257	20	40	20
The Grange School	Sports Hall	440	35	55	35
The Grange School	Dance studio	220	20	40	20
Twynham Primary School	Hall	215	20	40	20
Twynham School	Hall	261	20	40	20
Twynham School	Dance studio	228	20	40	20
Twynham School	Drama 1	119	15	25	15
Twynham School	Drama 2	96	15	15	10
Twynham School	Small hall	74	15	15	10
Twynham School	TL hall	93	15	15	10
Twynham School	Gym	237	20	40	20
Stourfield Junior School	Hall	81	15	15	10
All Schools	Classrooms	Average 54	10	15	10

School	Venue	Flood lights	£ per hour
Twynham Primary School	Netball Courts	No	10
Christchurch Junior School	Hard courts	No	10
Christchurch Junior School	Cricket wicket Junior matches	No	20
The Grange School	Astro turf	Yes	40
The Grange School	Netball Courts	Yes	15
Twynham School	Netball Courts	No	10
Twynham School	Cricket Nets	No	15
Twynham School	Cricket wicket Junior matches Adult matches	No	20 40

Sports Fields

Each School has a sports field that may be available to hire. Please make all enquiries regarding the hiring of a sports field with the individual School.

To ensure the field remains fit for School use, the School may choose not to hire this facility. Prices will be negotiated directly with the School and a fair charge may be levied for any additional maintenance the field may require, following a period of hire.

Additional charges

If there is a need for a member of the School's site team to attend the site to unlock/lock up the premises, which is outside their normal duty, then there will be an additional charge applied. You will be informed of this at the time of your initial enquiry.



Premises application form

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact number:	
Email address:	
Payment method:	
Requirements	
Date of hiring:	
Time of hiring:	
School:	
Facility Hired:	

Equipment needed:	
Details of any equipment you will be using on the premises:	
Purpose	
Details of the event/ activity: Please attach a copy of your public liability insurance	
Will you be working with children and/or young people? If yes, have you attached a copy of your Child Protection Policy? Please also complete and return the Safeguarding children form.	
Expected attendance:	
By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy. I acknowledge that my signature confirms all the details in this application form are correct.	
Signed:	
Date:	



Safeguarding Children Form

Adult Name	DBS Number	Date obtained

- I have enclosed a copy of our current Child Protection Policy. Yes / No
- We agree to inform ***name of School*** of additional adults helping in our group or any change of personnel. Yes / No
- We confirm that all of our staff have registered with the DBS on line checking portal and have given their permission for the School to obtain further details to allow for checks to be made by the School when required. Yes / No

I am authorised to complete and sign this form on behalf of my organisation.

Name: _____

Position in the organisation: _____

Signature: _____ Date: _____

This form should be completed and returned to ***insert relevant email address*** with all relevant information before your bookings commence.

Equality Impact Assessment – Initial Screening Record

1. What policy is being reviewed?

Lettings Policy

2. Upon whom will this impact?

Hirers

3. How would the work impact upon groups; are they included and considered?

The Equality Strands	Negative impact	Positive impact	No impact
Minority ethnic groups			✓
Gender			✓
Disability			✓
Religion, faith or belief			✓
Sexual orientation			✓
Transgender			✓
Age (N/A to pre-school and school children)			✓
Rurality			✓

4. Does data inform this work, research and/or consultation, and has it been broken down by the equality strands?

	NO	YES	Uncertain
Minority ethnic groups	✓		
Gender	✓		
Disability	✓		
Religion, Faith or belief	✓		
Sexual Orientation	✓		
Transgender	✓		
Age	✓		
Rurality	✓		

Does the initial screening highlight potential issues that may be illegal? No

Further comments:-

Do you consider that a full Equality Impact Assessment is required? No

Initial screening carried out by Emma Barton 07 June 2021

Comment by CEO: