



**Stour Valley Educational Trust**

## **Lettings Policy**

The Trust Board regards school buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible to support community groups and interests.

However, the overriding aim of the Trust Board must be to support schools in providing the best possible education for their students, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

A letting may be defined as:

*“Any use of school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.*

The following activities fall within the corporate life of the schools. These activities are not considered to be lettings and costs arising from these uses are therefore legitimate charges against the schools’ delegated budget:

- Trust Board meetings
- Extra-curricular activities for students organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the Community Connections Group
- Community Connections organised events
- Services provided by partner organisations

The Trust Board is mindful of the needs in the local area and this information is been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to school students and their families
- Recreational activities open to school students and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the school
- Lettings to people living in the school’s local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children’s groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area, not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools’ facilities:

- Commercial activities with little potential to generate income or support for the school
- Events selling or using alcohol
- Activities promoting gambling

The Trust Board has agreed to define lettings under the following categories:

- School Lettings for activities for students which provide educational benefits which the school wishes to subsidise through the period 6 extra-curricular programme.
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

### **Costs of Lettings**

The Trust Board is responsible for setting charges for the letting of school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually by the Trust Board for implementation from the beginning of the financial year, 1 September. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head Teachers, Deputy Headteachers or Trust Business Manager is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour.

Schools reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Schools will seek to recover any costs incurred by them which are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

### **Letting times, available facilities and equipment**

The following times, facilities and equipment available are agreed as follows:

Lettings are available at all times outside of the normal working school day, subject to a latest finishing time of 9.00 in the evening. Variations to these facilities and times will be subject to the approval of the Site Manager.

The following facilities are available for hire:

- Main School Hall and Stage
- Sports Gym and Changing Rooms
- Activity/Dance Studio
- Main Computer Facilities
- Swimming Pool
- Sports Field and Tennis Courts
- Large classroom on ground floor (M1)
- Music Block

Use of equipment available in these facilities is at the discretion of the subject leader.

## **Public Entertainment Licenses**

A public entertainment license is not necessary where a function is not open to the public. i.e. where it is held for school students, parents and friends, or for members of a club only. A license is required for music, dancing, plays or films which are open to the public, whether or not an entrance fee is paid.

## **Insurance**

The Trust has public liability insurance for all activities which take place on their premises and in their grounds. Any extended services and activities which are directly provided by the schools have cover within this group policy.

Where services and activities are commissioned and delivered by a third party, or a third party is letting the premises to provide an activity, the third party must have their own Public Liability Insurance to cover them in the event of their being held liable for damage to school property and/or injury or loss to individuals.

## **Security**

The Site Manager has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. In such cases where this is deemed necessary, the cost of providing extra security will be met by the hirer of the facilities.

## **Management of lettings**

The Trust Board has delegated day-to-day responsibility for lettings to the Trust Business Manager. Where appropriate, the Trust Business Manager may delegate all or part of this responsibility, such as security or child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Trust Business Manager has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Trustees Board.

Schools should ensure that the terms of any contract for lettings (such as theatre groups, sports activities, cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not) also requires the contractor to adopt and implement child protection regulations.

An annual report on lettings will be made to the Trust Resources Committee and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

## **Considering applications for lettings**

Organisations seeking to hire school premises should approach the Trust Business Manager. Details of charges and conditions of use should be given or referred to. A record of all enquiries will be kept on file.

The Trust Business Manager will decide on the application with consideration to:

- The priorities for lettings agreed by Trustees and set out in the Trust's Lettings Policy
- The availability of the facilities
- The Trust's equal opportunities, health and safety and child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc

## Safeguarding (from Keeping Children Safe in Education 2024)

Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-schools settings (<https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice>) details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

## Issuing a License to Use Accommodation and Facilities

Following discussions with the Trust Business Manager, the Facilities Booking Application Form and Terms of Conditions of Use forms should be signed and returned with payment for the letting in the case of a single letting, or payment for the first month's letting if a recurrent hire is being requested. Schools must have received these signed copies before a letting takes place. Copies of any insurance documents, DBS checks and evidence of coaching qualifications should accompany the returned forms.

Once a letting has been approved, a letter of confirmation will be sent to the hirer.

The person applying to hire the premises will be invoiced for the cost of any subsequent letting, in accordance with the Trust Board' current scale of charges. Payment in advance will be sought in order to reduce any possible bad debts and/or a deposit to cover damage. An official receipt will be issued for all payments received. All lettings fees received will be paid into the Trust's bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Financial Reporting.

To allow access to the site the hirer may be issued with 2 key cards for the front doors. The hirer must sign for the cards and stipulate the names of those who will take charge of the cards. Any lost cards will be replaced at a charge of £5.00 each.

The Trust Business Manager, on behalf of the Trust Board has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Ratified by Trustees	Full Trust Board
Date	<b>11 December 2024</b>