



Bronte Academy Trust

Lettings Policy

Reviewed By	Approved By	Date of Approval	Version Approved	Next Review Date

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STATEMENT OF INTENT

Bronte Academy Trust (the Trust) aims to maximise the use of all its schools and their facilities. The intended purpose of the schools' facilities is to benefit the school community; however, the Trust understands that extending the use of the premises to the wider community allows us to boost 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 sport and physical activity in the local community.

This policy sets out the rules and procedures for hirers to follow when using the facilities.

1. LEGAL FRAMEWORK

1.1 This policy has due regard to the following DfE guidance:

- Advice on Standards for School Premises 2015

1.2 This policy has due regard to legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- The Health and Safety at Work Act 1974
- Health and Safety (First-Aid) Regulations 1981
- The Prevent Duty 2015
- The Education Act 1996

1.3 This policy operates in conjunction with the following school policies:

- First Aid
- Fire Safety
- Premises Management
- Health and Safety
- Child Protection and Safeguarding
- CCTV (if applicable)
- Manual Handling Policy

2. ROLES AND RESPONSIBILITIES

2.1 Bronte Academy Trust is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised
- Working with head teachers 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
- Covering the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises
- Accepting and rejecting applications to hire the premises

2.2 Head teachers are responsible for:

- Ensuring compliance with the premises licence
- Acting as or appointing a designated premises supervisor
- Working with the Trust to assess whether or not the premises are suitable for activity in their current condition
- Ensuring the school has the correct insurance for hiring out the premises
- Checking the hirer has adequate public liability insurance

- Working with the site manager or equivalent to ensure the premises is fit for use by hirers
- Ensuring hirers familiarise themselves with any relevant school policies and procedures, e.g. the First Aid Policy and Fire Safety Policy
- Ensuring the school adheres to its Premises Management Policy
- Reviewing and, where necessary, amending the school's 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 Trust's and schools' policies

2.3 The site manager or equivalent is 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 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

2.4 Hirers are 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 site manager or equivalent to ensure that the premises are secure after use
- Obtaining adequate public liability insurance to a minimum of £5 million
- Providing the head teacher with proof that they hold a current and relevant insurance policy
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the head teacher
- Reading the Trust and school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within
- Informing the head teacher and Trust of the activities that will be undertaken on the premises
- Reviewing and adhering to the school's Premises Risk Assessment

3. EMERGENCIES AND HEALTH AND SAFETY

3.1 The site manager or equivalent and head teacher will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors

- 3.2 In case of an emergency, the on-site telephones can be used to call the emergency services
- 3.3 Smoking is not permitted on the premises at any time
- 3.4 Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the head teacher
- 3.5 The hirer familiarises themselves with the school's fire risk assessment and other relevant risk assessments before using the premises
- 3.6 The head teacher will ensure the hirer is familiar with the school's fire evacuation plan
- 3.7 The hirer will be shown the school's fire exits and evacuation points by the site manager or equivalent on arrival

4. THE LETTINGS PROCESS

- 4.1 Potential hirers will contact the school at least two weeks before they wish to use the premises
- 4.2 Prospective hirers can apply through an application form which will be submitted in writing or email to the school office
- 4.3 For regular hire, only one application form needs to be submitted; however, all the requested dates should be noted
- 4.4 Hirers will explain their desired use of the premises when completing their application form
- 4.5 After receiving the application to use the school's premises, the head teacher will speak to the Board of Trustees about whether the premises are suitable for the hirers needs
- 4.6 If the application is rejected, the head teacher will contact the application, either by telephone or email, to clarify the Trust's response and outline the reasons for rejection
- 4.7 Fees can be paid via cash or cheque. The hirer will state how they intend to pay in their application form
- 4.8 Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the school premises, all bookings the hire has made with the Trust will be cancelled

5. SAFEGUARDING

- 5.1 Organisations submitting a lettings request involving working with children and / or young people will submit a signed copy of their current Child Protection Policy
- 5.2 All hirers must state the purpose of the hire. Each application will be vetted by the designated safeguarding lead and any concerns will be reported to the Trust prior to approval
- 5.3 When determining whether to approve an application, the Trust will consider the following factors:
 - The type of activity

- Possible interferences with school activities
- 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 ethos of the Trust

5.4 An application will not be approved if it:

- Is aimed at promoting extremist views or unlawful activities
- Involves the dissemination of inappropriate materials
- Contravenes the statutory Prevent duty or any other statutory duty of the Trust
- 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)
- Brings the Trust into disrepute or any potential controversy

5.5 The head teacher 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

5.6 Where the individual group is found to be promoting views in contravention of the Trust Prevent duty, the person of group is guilty of an offence, under the Education Act 1996, the school will contact the police who will remove the person or group from the premises

5.7 All hirers will read and review the school’s Child Protection and Safeguarding Policy

6. FEES

6.1 Scale of charges for lettings:

Daytime – term time (8.00am – 6.00pm)		Evenings – term time (6.00pm onwards)		Weekends - (9.00am – 5.00pm)	
Charitable organisation	Non-charitable organisation	Charitable organisation	Non-charitable organisation	Charitable organisation	Non-charitable organisation
£0.00 per hour	£15 per hour	£12.50 per hour	£17.50 per hour	£20 per hour	£25 per hour
Bronte Academy Trust will apply a 5% discount for bookings taken for a full term.					
Bronte Academy Trust will apply a 10% discount for bookings taken for a full year.					
If you would like refreshments, this can be provided at an additional cost. Please ask the individual school for costings.					

6.2 Hirers should give the school at least 5 days’ notice if they wish to cancel their booking

- 6.3 If the school receives inadequate notice of cancellation, the school may invoice for the cancelled session
- 6.4 School staff, on behalf of the Trust, reserve the right to refuse access to the premises hired if the fees have not been paid
- 6.5 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
- 6.6 The Trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring
- 6.7 Should any equipment, including items that haven't been requested, be damaged, lost or stolen whilst under the hirers care, the Trust reserves the right to charge for repairing or replacing equipment

7. USING THE SITE

- 7.1 The hirer will liaise with the site manager or equivalent to ensure the school remains secure before, during and after use
- 7.2 Hirers will be given an emergency contact number for the site manager or equivalent in case of any security breach
- 7.3 The school premises are closed after 10.00pm to avoid any noise complaints from neighbouring residents
- 7.4 The site manager or equivalent will remain on site until 6.00pm to hand over control of the premises to the first hirer of the evening
- 7.5 Keys /security codes will not be passed to any hirer or other person without permission from the Trustees
- 7.6 The site manager or equivalent will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day
- 7.7 The Trust uses a 'three strike rule' when handling noise complaints lodged against the hirers
 - Strike one – hirers will receive a verbal warning about their conduct on the school 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 to any excess noise. This letter will outline that any fines for noise that the school 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 school premises for any activity. The Trust also expects the hirer to issue an apology to the school and complainant in writing
 - The hirer can request a review after 3 months of the barring decision

- 7.8 The use of public announcement systems and loudspeakers must be agreed with the head teacher and site manager or equivalent. This agreement must include a maximum noise level which is not to be exceeded
- 7.9 The school's car park (if applicable) is available to hirers during their time on the premises; however, the Trust and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use

8. EQUIPMENT

- 8.1 Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the Trust to use any additional equipment once the form has been submitted
- 8.2 Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the head teacher. In the event permission has been granted, the site manager or equivalent will oversee the move
- 8.3 If a furniture move has been agreed, the hirer and site manager or equivalent will negotiate restoring the premises back to its original state
- 8.4 Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or new replacements
- 8.5 Any seating provided is limited to the number of chairs on the premises
- 8.6 Hirers are allowed to bring their own equipment on to the premises; however they will be required to acknowledge this in their application forms
- 8.7 The Trust and school cannot be considered responsible if any of the hirers equipment is damaged, stolen or lost whilst being on the premises
- 8.8 Hirers will report any stolen or missing equipment to the site manager or equivalent immediately
- 8.9 Food and drink may be prepared on the premises; however, hirers must seek permission from the Trust. The hirer will prepare food and drink in line with current food and hygiene regulations

9. MONITORING AND REVIEW

- 9.1 This policy will be reviewed on an annual basis by the Board of Trustees and the Chief Financial Officer (CFO)

Declaration of Responsibility

This Lettings Policy was reviewed and formally adopted by Bronte Academy Trust on

.....22nd June 2018.....Date

.....John A Bonyak.....Signed Chair of Trustees

.....S. H. O'Brien.....Signed Chief Executive Officer

PREMISES APPLICATION FORM

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact Number:	
Email Address:	
Payment Method	
Requirements	
Date of Hiring:	
Time of Hiring:	
School:	
Room(s):	
Equipment Needed:	

Details of any equipment you will be using on the premises:	
Purpose	
Details of the event:	
Will you be working with children and / or young people? If yes, have you attached a copy of your Child Protection Policy?	
Expected Attendance:	
<p>By signing this document, I acknowledge that I have read, understood and agreed to the terms of this Letting Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct</p>	
Print Name:	
Signed Name:	
Date:	

Applicants should expect a receipt of delivery from the head teacher within 2 working days and will receive an answer to their request via phone or email from Bronte Academy Trust within 2 weeks.