



BATH & WELLS
Multi Academy Trust

'That they may have life, life in all its fullness' John 10:10

St. Andrew's Church School **Lettings Policy**

Bath & Wells Diocesan Academies Trust

Contents:

Statement of intent

1. Legal framework
2. Roles and responsibilities
3. Emergencies and health and safety
4. Managing asbestos
5. The lettings process
6. Safeguarding
7. Fees
8. Using the site
9. Equipment
10. Monitoring and review

Appendices

- a) Premises application form

Statement of intent

Bath and Wells Diocesan Academies Trust aims to maximise the use of all its academies and their facilities. The intended purpose of the academies' 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 clearly sets out the rules and procedures the Trust expects **hirers** to follow when using the facilities.

Signed by:

| | | | |
|-------|--------------------|-------|-------|
| _____ | Headteacher | Date: | _____ |
| _____ | Chair of Governors | Date: | _____ |

1. Legal framework

- 1.1. This policy has due regard to the following legislation and guidance:
 - Advice on Standards for School Premises 2015
 - The School Premises (England) Regulations 2012
 - The Health and Safety at Work etc. Act 1974
 - Health and Safety (First-Aid) Regulations 1981
 - The Prevent Duty 2015
 - The Education Act 1996
 - Control of Asbestos Regulations 2012
- 1.2. This policy operates in conjunction with the following school policies:
 - **Fire Safety Policy**
 - **Premises Management Policy**
 - **Health and Safety Policy**
 - **Child Protection Policy**
 - **Asbestos Management Policy**

2. Roles and responsibilities

- 2.1. The **Trust** is responsible for:Trust
 - 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.
 - 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. **Headteachers** 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 academy has the correct insurance for hiring out the premises.
 - Checking the **hirer** has adequate public liability insurance.
 - Checking the **hirer** has completed the relevant MAT safeguarding paperwork.
 - Working with the **site manager** to ensure the premises is fit for use by **hirers**.

- Ensuring **hirers** familiarise themselves with any relevant academy policies and procedures, e.g. the **First Aid Policy** and **Fire Safety Policy**.
- Ensuring the academy adheres to its **Premises Management Policy**.

2.3. The **site manager** 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.
- 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** to ensure that the premises are secure after use.
- Reading the academy's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the **Headteacher** and Trust of the activities that will be undertaken on the premises.
- Reviewing and adhering to the academy's **Letting School Premises** risk assessment.
- Ensuring they have Public Liability Insurance in place & providing evidence.
- Ensuring they complete all Safeguarding paperwork and that safeguarding checks are in place for their employees.

3. Emergencies and health and safety

- 3.1. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 3.2. The **hirers** will provide their own first aid kits and accident recording system, which should be easily accessible by a trained first aider should they be required.
- 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 academy holds a licence to sell alcohol and this has been agreed in writing with the **Headteacher**.

- 3.5. The **hirer** familiarises themselves with the academy's **Fire Safety Risk Assessment** and other relevant risk assessments before using the premises.
- 3.6. The **hirer** will be shown the academy's fire exits and evacuation points by a member of school staff in advance of the hire.

4. Managing asbestos

- 4.1. **Hirers** will be provided with a copy of the school's **Asbestos Management Policy** before using the site.
- 4.2. An asbestos management survey has been carried out and the school has made an asbestos management plan (AMP) – these will be shown to **hirers**.
- 4.3. The **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.

[Provide details of where ACMs are located within the school and ensure the hirer is aware of them before using the site.]

- 4.4. Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.
- 4.5. If the school 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
- 4.6. Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
- 4.7. Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.
- 4.8. The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.
- 4.9. Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the school's incident reporting procedures.

5. The lettings process

- 5.1. Potential **hirers** will contact the academy at least **two weeks** before they wish to use the academy premises.
- 5.2. Prospective **hirers** can apply through an **application form** which will be submitted in writing to the school office or emailed to **email address**.
- 5.3. For regular hire, only one application form needs to be submitted; however, all the requested dates should be noted.
- 5.4. **Hirers** will explain their desired use of the premises when completing their application form.
- 5.5. If the application is rejected, the **Headteacher** will contact the applicant, either by telephone or email, to clarify the academy's response and outline the reasons for rejection.
- 5.6. Once the application has been accepted, the academy will take a deposit of **£100** of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring.
- 5.7. Fees can be paid via cash, cheque or bank transfer. The **hirer** will state how they intend to pay in their application form.
- 5.8. Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the academy premises, all bookings the **hirer** has made with the Trust will be cancelled.
- 5.9. 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)**.

6. Safeguarding

- 6.1. 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.
- 6.2. 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 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 ethos of the school

- 6.3. 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).
- 6.4. 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.
- 6.5. Where an individual group is found to be promoting views in contravention of the academies Prevent duty, the person of group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from school premises.
- 6.6. All hirers will read and review the academy's **Child Protection and Safeguarding Policy**.

7. Fees

- 7.1. The Trust requires a deposit of the overall fee to be paid to the academy to secure a booking.
- 7.2. The remaining amount is to be paid before or on the requested booking date.
- 7.3. **Hirers** should give the academy at least **5 days'** notice if they wish to cancel their booking.
- 7.4. If the academy receives inadequate notice of cancellation, the Trust may keep the **hirer's** deposit to account for any loss of earnings.
- 7.5. Academy staff, on behalf of the Trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.
- 7.6. 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.
- 7.7. For regular **hirers** e.g. after school clubs, **hirers** will be invoiced on a termly basis at the start of each term with 30 day payment terms.
- 7.8. **Bath and Wells Diocesan Academies Trust** reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.
- 7.9. Should any equipment, including items that haven't 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.
- 7.10. Lettings Fees will be charged at £10 per hour from September 2019. The fees will increase on an annual basis each September.

8. Using the site

- 8.1. The **hirer** will liaise with the **site manager** to ensure the academy remains secure before, during and after use.
- 8.2. **Hirers** will be given an emergency contact number for the **site manager** in case of any security breach.
- 8.3. The academy premises are closed after **10:00pm** to avoid any noise complaints from neighbouring residents.
- 8.4. The **site manager** will remain on site until **6:00pm** to hand over control of the premises to the first **hirer** of the evening.
- 8.5. Keys/security codes will not be passed to any **hirer** or other person without written permission from the Trustees.
- 8.6. The **site manager** will return to the site before the last **hirer** leaves, to ensure the site is clean and secure ready for the next day.
- 8.7. The academy uses a 'three strike rule' when handling noise complaints lodged against **hirers**.
 - Strike one – **hirers** will receive a verbal warning about their conduct on the academy 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 academy takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the academy 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 academy premises for any activity for a period of **two months**. The Trust also expects the **hirer** to issue an apology to the academy and complainant in writing.
- 8.8. The use of public announcement systems and loudspeakers must be agreed with the **Headteacher** and **site manager**, this agreement must include a maximum noise level which is not to be exceeded.
- 8.9. The academy's car park is available to **hirers** during their time on the premises; however, the Trust and academy will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 8.10. **Hirers** will only use the car parking spaces allocated and, should any additional spaces be required, the **site manager** will find suitable spaces on the academy grounds for additional parking.
- 8.11. In the event additional parking is required, the **site manager** will ensure the academy premises remain accessible to the emergency services, should they be required.

9. Equipment

- 9.1. **Hirers** will identify any equipment they require from the academy 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.
- 9.2. Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the **site manager** or **Headteacher**. In the event permission has been granted, the **site manager** will oversee the move.
- 9.3. If a furniture move has been agreed, the **hirer** and **site manager** will negotiate restoring the premises back to its original state.
- 9.4. Any damage to equipment, furniture or the building will result in the **hirer** being charged the cost of any repairs or replacements.
- 9.5. Any seating provided is limited to the number of chairs on the premises.
- 9.6. **Hirers** are allowed to bring their own equipment on to the premises; however they will be required to acknowledge this in their application forms.
- 9.7. The Trust and academy cannot be considered responsible if any of the **hirer's** equipment is damaged, stolen or lost whilst being used on the premises.
- 9.8. CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the academy's **CCTV Policy**.
- 9.9. Hirers will report any stolen or missing equipment to the **site manager** immediately.
- 9.10. Food and drink may be prepared on the premises; however, **hirers** must seek direct permission from the academy.
- 9.11. The **hirer** will prepare food and drink in line with current food and hygiene regulations.

10. Monitoring and review

- 10.1. This policy is reviewed annually by the **board of Trustees** and the **Headteacher**.
- 10.2. The scheduled review date for this policy is April 2022.

Premises letting application form

| | |
|--|--|
| Name: | |
| Address (for invoicing purposes): | |
| Organisation: | |
| Contact number: | |
| Email address: | |
| Deposit amount: | |
| Payment method: | |
| Requirements | |
| Date of hiring: | |
| Time of hiring: | |
| Academy: | |
| 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 <u>Child Protection Policy</u> or read the <u>Academy's Child Protection policy</u> and <u>agree to adhere to it</u>? | |
| Expected attendance: | |
| <p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p> | |
| Signed: | |
| Date: | |

Applicants should expect a receipt of delivery from the School Office within **five working days** .