



Lettings

POLICY DOCUMENT

For use by all member schools

	Name	Date
Written By	Sheila Cook, Snr Business Development Officer	Jan 2018
Approved v1.0	Rob Taylor, Chair of FARCO	Feb 2018
Approved v1.1	Rob Taylor, Chair of FARCO	Oct 2021

LETTINGS POLICY

This policy is to be used in conjunction with The Spring Partnership Lettings Agreement which sets out the terms and conditions specific to the school including relevant risk assessments, emergency operating procedures, health and safety procedures, safeguarding, discipline policy and charges/rates. All lettings will be subject to relevant due diligence searches including Public Liability Insurance and Enhanced DBS checks, and the safeguarding policy of the Hirer.

Policy Objectives:

- The object of letting (or hiring) of The Trust academy premises is to establish themselves as a valuable resource in which to offer a wide range of clubs and activities which are held before, lunchtime or after school.
- The Trust academy premises represent a capital investment and should be fully utilised.
- To encourage local communities to use it as a potential community resource.

Hirers:

- The Trust would consider hiring facilities for a variety of community and leisure purposes with the exception of those groups deemed by The Trust to be contrary to the ethos of the Trust.
- The Trust expects hirers to leave the school premises clean and tidy.
- There is a NO SMOKING policy throughout the buildings and school grounds.
- The Trust does NOT allow dogs anywhere on the premises other than guide dogs.

Health & Safety Rules:

- 1 The provision of food and drink during club activities will be at the discretion of each school.
- 2 Children are NOT allowed to leave the halls unless they are supervised.
- 3 Children are NOT allowed to walk around the school in bare feet or socks.
- 4 Helium balloons must NOT be used in the academy as they can cause the alarm system to activate.
- 5 Smoke machine must NOT be used in school as they can activate the alarm system.

Equipment:

- No items of equipment, plant, machinery or materials may be brought to the school premises by the hirer without the prior approval of the Head Teacher or nominated representative.
- None of the hirer's equipment should be left on site at the end of any session nor shall any of the school's equipment be removed from the site at any time without prior arrangements with the school.
- The school cannot be held responsible for loss/damage to any of the hirer's equipment.
- No intoxicants or alcohol beverages are allowed on the premises without the authority of the Head Teacher and appropriate licences being obtained.

Facility times Available: to be decided by the individual school and detailed in the Lettings Agreement. Lettings may only be permitted on Public or Bank Holidays by prior arrangement.

Supervision: Most lettings will be supervised by a Caretaker or Representative whose costs are included within the letting charge. The Caretaker/representative will make all decisions in connection with security, health and safety, well-being of premises and equipment. Their decision will be deemed final and binding upon the Hirer.

In the circumstances that a Hirer is issued access keys/cards and there is no Caretaker or Representative on site, it is therefore the responsibility of the Hirer to ensure that the premise is left in the condition it was found and it is securely locked. The recovery of any losses arising for failure to secure the site is the obligation of the Hirer.

Limits on Persons: The hirer must declare the expected attendance level on the lettings agreement application form for use of the facility. It is the responsibility of the hirer to keep an up to date and accurate register list for each letting and each school will hold a copy. The Head Teacher has the authority to restrict numbers.

Cancellations and Complaints: Seven days' notice in writing on either side must be given if a letting is to be cancelled. All prepaid monies relating to the period cancelled will be returned provided this notice is given. Where the hirer has a complaint the Trusts' standard complaints policy and process will apply. The school/Trust has the right to cancel any letting if the hirer is in breach of the letting agreement.

Charges: These are payable upon receipt of invoice from the Finance Office of the Trust and will be paid by BACS into The Trust's bank account by the hirer within seven days of receipt. The school may operate a minimum letting time dependent on the day and time of let, and includes setting up and clearing away time.

Cleaning: The responsibility for the cleaning and tidying after the letting will be the responsibility of the hirer. It is expected that the facility is to be left as it was found.

Damage: The hirer will be responsible for the cost of any damage to school premises or equipment.

Insurance Deposit: (one-off lettings) - a returnable deposit of £100 will be levied to cover accident and damage or exceptional cleaning costs incurred by the school which will be returned to you after satisfactory completion of the letting.

Public Liability Insurance: (regular lettings) – the hirer must provide evidence that adequate public liability insurance cover is in place before a letting can be agreed. The minimum Public Liability Insurance requirement must be no less than £1million for low risk activities (e.g. art, crafts, music) and £5million for high risk activities (e.g. gymnastics, football).

Due Diligence – It is the responsibility of the Hirer to ensure that their employees have a satisfactory enhanced DBS less than 3 years from date of issue. The Hirers will provide the school with the names, certificate number, and date of issue for their staff before they are allowed on school premises. The employees may be asked to show their DBS to the school at any time.

Trust Expectation of all external lettings: See Appendix 1

The Trust will have the final decision in all applications and conditions for the hire of the school and grounds.

Appendix 1: Trust expectations of all external clubs

All club leaders will:

- 1) Ensure that all club staff will read the Trust Child Protection and Safeguarding policy (see Trust Policy section of the 'About Us' tab on the Spring Partnership Trust website www.springpartnershiptrust.co.uk)
- 2) Read Appendix Two and Three of the Child Protection and Safeguarding policy ('What to do when a child discloses abuse' and 'Child Protection Procedures')
- 3) Read the most recent revision of the Department for Education – Keeping children safe in education" (KCSIE) Part One.
- 4) Disclose the name of the designated safeguarding lead and evidence of their Safer Recruitment and Vetting process which must include details of club leaders having undertaken appropriate training in this area as well as how clubs will implement their responsibilities.
- 5) Where disqualification of club staff is an issue, the club leader must inform the school in order to act according to "Disqualification under the Childcare Act 2006 (as amended, 2018)
- 6) Provide certification to evidence that the club leader has completed a Paediatric First Aid Training (3-day course)
- 7) Confirm that the club leader has received training on the signs of abuse, and that the club would know what to do should a child disclose to a member of club staff
- 8) The Trust Child Protection and Safeguarding policy points relating to Allegations against Staff and Volunteers will also apply to club leaders and club staff.
- 9) Adhere to the following processes: -
 - Ask parents to advise the club leaders if their child is not attending the club;
 - On arrival at school – Leader to request any absences from the school office prior to start of the club;
 - On completion of taking registers if there are any anomalies, a designated child is to be sent to the school office to advise;
 - At the end of the club, it is the responsibility of the club leader to ensure that all children are safely dismissed to their parent/ carer;
 - If a child is not going to afterschool club and the parent/carers is not there within 10 minutes then the pupil should be brought to a member of SLT;
 - Any pupils who are due to go into afterschool club are walked to the club or collected by an assigned adult where the club leader will sign in the pupil and note the time of arrival.
- 10) If the Hirer fails to comply with the above safeguarding aspects, the Trust reserves the right to terminate the contract