

Lettings Policy

Frequency of Review	Every 3 years
Author	Chief Operating Officer (OCC model)
Approved by	Finance, Audit and Risk Committee (FARC)
Reviewed	Aug 2024
Date of Next Review	Aug 2025 (unless there is a material change)

1. Introduction

The Propeller Academy Trust (PAT) Board of Trustees regards the Trust school's buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

2. Policy Objectives

The Board of Trustees adopts and endorses the following policy objectives:

- School premises should be used to provide the best possible education for pupils.
 - The letting of school premises shall not detract from the primary objective of the school as an educational establishment.
 - Income received from lettings will be used to assist the school to enhance and enrich the education and environment for pupils at the school.
- School premises are a valuable community resource and should be fully utilised.
 - The use of School premises to promote equality of opportunity and community cohesion of the local area is to be encouraged.
- Lettings shall not detract from the good condition of the site, the reputation of the school and relationships with the school's neighbours.

3. Definition of a letting

A letting may be defined as "any use of the school premises (buildings and grounds) by parties other than the school and its partners. This may be either a community group or a commercial organisation".

A Hirer is defined as the named individual on the letting agreement and is responsible for ensuring compliance with terms and conditions and payment of all charges in respect of the letting.

Activities which fall within the corporate life of the school, such as PTA meetings and events and extra- curricular activities for pupils organised by the school are not considered lettings.

4. Priority for lettings

The Board of Trustees is mindful of the needs in the local area and the following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Activities organised by or for the benefit of charitable purposes

The Trust positively encourages individuals or groups who wish to make reasonable use of school premises, regardless of their race, gender, disability, sexuality, or religion.

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

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling
- Organisations with an unlawful or extremist background
- Political, religious or campaigning organisations

The school will not consider applications for letting from people under 18 years of age.

5. Charges and Payment

Scale of charges

The Finance, Audit and Risk (FAR) Committee of the Board of Trustees is responsible for setting charges for the letting of School premises. These are set out in the Schedule of Charges (Appendix 1). In arriving at their Schedule of Charges the FARC has followed the following principles:

- There will be parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users and will be paid in advance.

Charges are set to ensure that the school budget does not subsidise non-school activities and that all costs are recoverable, taking into account elements such as insurance cover, heating and lighting, cleaning, staff overtime and fair wear and tear.

The Schedule of Charges will be reviewed annually by the FAR Committee. Details of current charges will be provided in advance of any letting being agreed. The school will give existing Hirers 30 days' notice of any increase in charges for letting.

Discounts

The Headteacher or COO may offer discounts or agree to a subsidy for any lettings, as they deem appropriate, such as for multiple dates or rooms.

VAT

The Trust is constrained by law to apply value added tax to all transactions where this is appropriate. Charges for hiring of halls and classrooms are usually exempt from VAT. Sports facilities are subject to VAT except when certain conditions are met for a series of ten or more hirings by a school, club, or association. The hire of catering facilities for use by the Hirer will similarly be exempt from VAT but any catering provided by the School to the Hirer will be standard rated. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

Minimum charges

The minimum hire period will be 3 hours and may only begin once the school day has ended. (i.e. 2-hour session + 1 hour to tidy up). Shorter time periods may be agreed by exception.

Deposits

The school reserves 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 incurring additional cost for cleaning, caretaking, or other expenses.

Payment methods

Payment for individual bookings will be required in full at the time of booking. Invoices will be issued directly by the Trust. Payment methods accepted are cheque or BACS transfer to the Trust’s direct income account.

Payment for recurring bookings will be payable termly in advance. Hirers will be registered as a customer within PS Financials (PSF) and invoices will be issued from this system. Payment methods accepted are BACS transfer or cheque.

Cancellations

The Trust will seek to recover any cost incurred by the school which is unavoidable and results directly from the cancellation of a letting. Details of the cancellation charges are shown in the Schedule of Charges in Appendix 1.

Refunds will be provided for any cancellations that are out of the hirer’s control, such as power failure.

6. Letting times, available facilities, and equipment

The following facilities are assessed as suitable for community use during the following letting times. All lettings are subject to existing usage and availability of site management and cleaning staff. Variations to these facilities and times will be subject to the approval of the Headteacher.

Facility	Weekdays (8.30-15.15)	Weekdays (15.30-20.00)	Weekends (8.30-17.30)
Swimming Pool *where applicable	N *unless by arrangement	Y	Y
Classroom	N	Y	Y
Playground *where applicable	N	Y	Y
Sports Pitch *where applicable	N	Y	Y
Multi-use Games Area (MUGA) *where applicable	N	Y	Y
Main Hall	N	Y	Y

7. Management and administration of lettings

The Board of Trustees has delegated day-to-day responsibility for lettings to the CEO, who is authorised to delegate further to the headteacher in conjunction with the COO. Where appropriate, the headteacher/COO may delegate all or part of this responsibility to the Site Manager, whilst still retaining overall responsibility for the lettings process.

8. Considering applications for lettings

Organisations seeking to hire the school premises should approach the school office. Details of charges and conditions of hire should be given.

A record of all enquiries should be kept. The Headteacher in conjunction with the COO will decide on the application with consideration to:

- Interference with school activities
- The priority for lettings agreed by the Board of Trustees;
- The availability of the facilities and staff;
- The school's equal opportunities, health and safety and child protection policies;
- Health and safety considerations specific to the application (such as numbers of users, type of activity, qualifications of instructors etc.)
- Any conflict of interests.

9. Issuing a lettings contract/Conditions of hire

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement (Appendix 2 & 3). The hire agreement is a contract which the Trust may legally enforce.

As part of the agreement, the Hirer will be required to read, agree to abide with, and sign the conditions of hire and, where appropriate, the Safeguarding and Child Protection Declaration. The governors have adopted the General Conditions of Hire and the Conditions for Pool Hire which are attached at Appendix 4 and Appendix 5. No member of staff is allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the Headteacher/COO

The school must be in receipt of a copy of the Hire Agreement signed by the Hirer and all requested documentation before a letting takes place.

A hire agreement should not be longer than a term (a year at the discretion of the Headteacher) at a time and must include full conditions and a signed hire form (plus proof of all relevant documentation requested) even if no charge is made.

The Headteacher and COO, on behalf of the Governing Body, has the right to refuse an application, and no letting should be regarded as booked until approval has been given in writing (and, for one off hires, 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 enquirers.

10. Security

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a control measure and procedures for opening and securing facilities. The school's child protection and safeguarding policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

11. Insurance

Where school premises are let to other organisations, the Trust will require evidence, in advance of any booking being confirmed, that hirers have appropriate levels of public liability insurance (at least £5,000,000) and up to date insurance cover for all activities carried out on school premises.

12. Health and safety

All hirers will receive a copy of the Conditions of Hire containing health and safety requirements which must be agreed to by the hirer. During the period of hire they will be

responsible for ensuring the safety of those making use of the facilities.

Hirers must provide the school with a copy of their risk assessment for activities prior to hire commencing.

A hirer will be made aware of fire exits and emergency equipment on commencing hire. All fire exits and equipment must not be obstructed in any way. Hirers will be given a copy of the Schools Fire and Emergency Evacuation Procedures and Emergency Equipment Map. In the event of a fire the hirer is responsible for the evacuation of those for whom it is responsible.

The hirer is responsible for bringing their own first aid equipment and ensuring that reasonable steps are taken to ensure the safety of themselves and other users for the duration of the hire.

Any accidents or incidents occurring during the let (including RIDDOR) must be recorded and reported to the site manager by email on the day of the let (This will be recorded on the Trusts internal H&S system, 'Smartlog')

13. Safeguarding children and child protection

Where school premises are let to other organisations where the hirer provides activities for children or young people, or has access to pupils, the Trust will seek assurance that the hirer has appropriate safeguarding protection and procedures in place and that there are arrangements for the hirer to liaise with the school on these matters where appropriate.

The Safeguarding/Child Protection declaration included in the hire agreement must be agreed to by the hirer. In line with this, hirers will be expected to provide the Headteacher or COO with a copy of their Child Protection Policy followed by the organisation and details of DBS checks for all employees and volunteers involved in the activity.

14. Complaints procedure

A complaint about the school from someone letting the school premises should be dealt with by following the Trust's complaints procedure. Complaints by a third party about a letting should be forwarded to the hirer. If the hirer does not have their own complaints procedure, the Trust will investigate the complaint using its own procedure.

Appendix 1: Schedule of Charges

Schedule of Charges

Facility	Weekday hourly rate 2024	Weekend hourly rate 2024
Swimming Pool	£60.00	£75.00
Classroom	£50.00	£50.00
Studio	£50.00	£50.00
Music Room	£50.00	£50.00
Playground & classroom	£50.00	£50.00
Sports Pitch	£50.00	£50.00
Multi-use Games Area (MUGA)	£50.00	£50.00
Main School Hall	£50.00	£50.00

Cancellation charges

For one-off bookings, payments are not returnable if the hire is approved by the school and is not then used. In the event that the facility is closed by the school, and the Hirer is unable to use the facilities, the Hirer will be given the option of a full refund or credit.

For “block” bookings of non-swimming pool facilities (i.e. a booking is made for a series of sessions across a number of weeks), the Hirer may cancel an “occasional” booking upon giving 5 days’ notice in writing. Less than 5 days’ notice will result in the full fee being charged. In the event that the facility is closed by the school, and the Hirer is unable to use the facilities, they will not be charged.

For “block” swimming pool bookings (i.e. a booking is made for a series of sessions across a number of weeks), no cancellations can be accepted. In addition, one full terms notice is required in the event of the Hirer wanting to terminate or alter hire times. In the event that the pool is closed by the school and the Hirer is unable to use the facilities they will not be charged.

Appendix 2: School Facilities Hire Agreement



Conditions of Hire School Facilities

Name and Address of Hire Establishment:			
Name of Hiring Organisation/Individual Hirer:			
Contact Person for Booking Name: Email: Telephone:			
Contact Details for Invoicing (if different from above) Name: Email: And			
Type of Use & Age Range of Participants			
FACILITIES REQUESTED	TIME & DAY of HIRE	DATES of HIRE	TOTAL CHARGE
	TOTAL CHARGE		£
Charges are listed excluding VAT. VAT will be charged where appropriate and included in the total			

Applications should be made in advance to the Headteacher. Applicants are advised not to make any arrangements regarding their booking until they receive confirmation their hire has been accepted.

Conditions of Hire

The user representative has read and will ensure observance by persons using the premises of the Propeller Academy Trust's conditions of hire (copies enclosed to be retained by Hirer).

The user representative agrees to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises are in good order.

Insurance Cover

The user has arranged public liability insurance cover for a minimum of £5 million.

A copy of the certificate of insurance is enclosed.

Risk Assessments

The user confirms risk assessments for all activities have been conducted

Copies of the risk assessments are enclosed.

Safeguarding

The user has signed the school's Safeguarding / Child Protection Declaration

A Letter of Assurance that all appropriate vetting and barring checks have been completed for staff and volunteers in your organisation is enclosed.

A dated copy of your organisation's Child Protection/Safeguarding Policy is enclosed.

Licences

The user confirms that they have obtained any necessary licences and copies enclosed.

Signatures

Signature: Date

Name (print in full)

Position held:

Safeguarding / Child Protection Declaration

The User/Provider undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children’s Board child protection procedures and the current DfE guidance Keeping Children Safe in Education.

Specifically, the User/Provider will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using Propeller Academy Trust School premises. This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to the Designated Officer for the Local Authority (LADO) within 24 hours and before taking any action.

The user representative on behalf of the User organisation accepts the responsibilities to safeguard and promote the welfare of all the children or young people for whom they provide a service.

I/we agree to provide a copy of our child protection policy on request of the hire establishment, or I/we will adopt the school policy.

I/we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of the User organisation have been through the appropriate recruitment checks (identified in Keeping Children Safe in Education) and have received and will continue to receive on a three yearly cycle appropriate child protection training. This also includes Prevent Training.

The user/provider undertakes to uphold fundamental British values and will not seek to express or allow any individual in their organisation to express radical or extremist views.

Signature:

Date

Name (print in full)

Organisation:

For School Use Only

I approve this hire on behalf of the Governors of School and confirm that any necessary licence and insurance cover are held for the event, stage performance, music, singing, dancing, leisure activity. (Delete which is not applicable).

Documentation	Received
Hire agreement	
PLI certificate	
Safeguarding declaration	
Letter of assurance	
Safeguarding policy	
Risk assessment(s)	
Licences (if applicable)	

Signature: Date

Name (print in full)

Position held:

Appendix 3: Swimming Pool Hire Agreement



**Conditions of Hire
School Pool**



Kingfisher School, Radley Road, Abingdon, OX14 3RR	
Name of hirer organisation: Name of hirers representative: Address: Contact name, phone, and email:	
Activity for which the pool is being hired:	
Date(s) of hire: Time of hiring:	
Number of swimmers per session: Age of swimmers: Ability of swimmers: <i>(please provide additional information on a separate sheet of paper if required)</i>	
Conditions of hire	
The hirer will operate within all hire guidance and operating procedures as provided by Kingfisher School comprised of the following documents:	
Propeller Academy Trust Lettings Policy	
General Conditions of Hire	
Conditions of Pool Hire	
Normal Operating Procedures (NOP)	
Pool Emergency Action Plan (EAP)	
Teaching / Life Guarding Arrangements	
Hirers acknowledge that the NOP and EAP for the pool have been received and understood	Signed: Date:

Hirers must ensure that swimming teacher(s) are qualified as specified in the Kingfisher NOP Swimming Policy			
Teacher/lifeguard name:	Qualification(s):	Expiry Date:	Copy to Kingfisher School:
Insurance and Safeguarding			
The hirer confirms they have arranged public liability insurance cover for a minimum of £5 million (a copy must be provided to the school)		Hirers signature:	
		Expiry Date:	
		Sighted by Kingfisher School:	
The hirer confirms all staff and volunteers hold the required DBS checks (details must be provided to the school)		Hirers signature:	
		Sighted by Kingfisher School:	
The hirer confirms they have a current child safeguarding policy (a copy must be provided to the school)		Hirers signature:	
		Review Date:	
		Sighted by Kingfisher School:	
Conditions of payment			
As at September 2024 Rates are £60.00 per hour for weekday hire and £75.00 per hour for weekend hire. In addition, VAT will be charged where appropriate.			
For all ongoing hire, all charges will be invoiced termly via the Propeller Academy Trust.			
One terms notice is required in the event of either party wanting to terminate or alter the hire agreement.			
One terms notice will be provided in the event of changes to hire rates.			
Emergency arrangements			
The operator of the pool is responsible for building related problems. In the eventuality of a failure of the facilities the contact point is: Site Manager 07485 909661			
In the eventuality of a poolside/changing room/viewing area incident this will be the responsibility of the hirer. The hirer is responsible for any emergencies associated with the activities of the group. In the eventuality of a medical emergency the telephone in the main entrance can be used to contact: 999 Emergency 01235 555512 School Office 111 Non-emergency			
SIGNATURES			
Hirer signature:		School approver signature:	
Date:		Date	

Appendix 4: General Conditions of Hire



Hiring of School Premises General Conditions

1. Application for use of Propeller Academy Trust (PAT) school premises must be made to the headteacher on the attached form and must be accompanied by the appropriate payments in advance of the date on which the premises are required. No booking will be confirmed unless payment is made in full at the time of the application.
2. In case of certain regular bookings, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved by the school and is not then used. In the case of regular bookings, one terms notice is required from the hirer to alter or terminate the hire agreement.
3. The site manager cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the Propeller Academy Trust (PAT) any work arising from the use of the premises for purposes other than Trust purposes. However, he/she is at liberty to contract specially with the promoters of entertainments, meetings etc. for the execution of work in connection with such activities, but upon the clear understanding that it forms no part of his/her employment by the Trust.
4. The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.
5. The hirer will not sublet the facilities or any part thereof and should they do so or attempt to do so the school shall be entitled to cancel the hiring
6. Alcohol may not normally be consumed on Trust school premises, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for compliance with the licensing laws.
7. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain a necessary licence unless the establishment obtains or already has a licence. The appropriate licence for both entertainment and alcohol are obtained for the relevant District/City Council.
8. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to.
9. The right of entry to the pool is reserved to the school representative and any police officer on duty at the time of the hiring.
10. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.
11. No animal shall be allowed to enter the facility other than a guide dog accompanying a visually impaired person.

12. The laying of any composition or other preparation on floors is prohibited.
13. No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the windowsills, or standing on chairs, tables or equipment.
14. The hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.
15. It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures, and fittings are fit for his/her purpose.
16. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the Propeller Academy Trust against all proceedings, actions, claims, and demands which may be taken or made against the Trust for any alleged infringement of any copyright.
17. Any piano must not be moved without the consent of the headteacher.
18. Smoking on school premises is prohibited.
19. No advertisements or publicity material promoting smoking shall be displayed on Propeller Academy Trust school. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case.
21. The hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the Council under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the headteacher before the hire takes place.
22. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
23. Any electrical apparatus must be connected via circuit breakers to current British Standards Institute specifications and must be in sound condition in compliance with PAT testing.

Appendix 5: Conditions of Pool Hire



Conditions of Hire School Pools

School pools are hired to other schools in school time or groups outside of school time under the following conditions:

Booking and Users

1. For all external hires, an application form must be completed prior to use and confirmed in writing by the school.
2. The hirer will supply all details of the intended usage to which the pool will be put and will put in place such arrangements as are necessary to comply with the requirements of the pool NOP & EAP for the intended use.
3. The user must provide a written assessment of the risks arising from their use of the pool.
4. Proof of the currency of qualifications held by those teaching or lifeguarding sessions will be required by providing sight of original certification.
5. The hirer will not sublet the facilities or any part thereof and should they do so or attempt to do so the school shall be entitled to cancel the hiring.
6. The booking form does not entitle the hirer to access at times other than those shown on the booking form.
7. The right of entry to the pool is reserved to *the school representative* and any police officer on duty at the time of the hiring.
8. No animal shall be allowed to enter the facility other than a guide dog accompanying a visually impaired person.

Payment

9. For fixed term hires, the school reserves the right to alter charges and fees at any time without prior notice, but once the booking has been confirmed, prices will be held for the duration of that booking period. For ongoing hire arrangements, the school reserves the right to alter charges and fees with one term notice.
10. Hirers are required to give one terms notice regarding alteration or cancellation of the hire arrangement. For all ongoing hire agreements, invoices will be raised via Propeller Academy Trust at the end of each term. Failure to settle outstanding invoices by the due date will result in cancellation of the hire agreement and outstanding sums will be chased by the Propeller Academy Trust in accordance with agreed debt recovery protocols.
11. The hirer will take good care of, and not cause any damage or suffer any damage to be done to the facility or any part or parts thereof or any fittings, equipment or other property either in the facility for his use or left by another person and shall make good and pay for any damage caused by reason of his use of the facility (fair wear and tear excepted).
12. The hirer shall be liable for and shall indemnify the school in respect of any loss or damage which may be incurred by or happen to the hirer or any persons in his employ or any

subcontractors or any other person resorting to the facility by reason of the facility by the hirer, save to the extent that such loss or damage is due to the negligence of the school.

Hirer's Responsibilities

13. The hirer shall be responsible for the efficient supervision of the pool (including lifeguards), the effective control of children, the safe admission and departure of persons to and from the facility and the orderly and safe clearance of the facility in case of an emergency.

14. The hirer shall be responsible for the safety of people using the facility and for the preservation of good order and decency therein.

15. The hirer shall be responsible for ensuring that all doors giving egress to the pool shall be kept unfastened, unobstructed, and immediately available for exit during the whole of the time the pool and changing rooms are in use, and no obstruction shall be placed or allowed to remain in any corridor giving access to the pool facilities.

16. The hirer will be responsible for adhering to HSG 179 'Managing Health and Safety in Swimming Pools' 4th Edition, Published 2018, which they can purchase from the Health and Safety Executive (HSE), also available to download free from: www.hse.gov.uk.

17. The hirer will be responsible for meeting the legal requirements of the Health & Safety at Work Act 1974 in all respects and, should the school specify any additional requirements the hirer shall agree to meet such requirements.

18. The hirer will be responsible for taking out such insurance policies as are required by the school to indemnify it against any damage incurred or claims arising from the occupiers' use.

Musical Performance and Electrical Apparatus

19. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced on request. The hirer will indemnify the school against the infringement of copyright which may occur during the hiring.

20. Any electrical apparatus must be connected via circuit breakers to current British Standards Institute specifications and must be in sound condition in compliance with PAT testing.