

Lettings Policy

Last Reviewed: 24 July 2023

Next Review Due: 24 July 2026

Adopted by: The CEO on 24 July 2023

The HEART Education Trust Documents Review Record:

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1	10.10.2016	Business and Operations Executive
1.1	24.10.2016	Business and Operations Executive
2	24.07.2023	H Cabbage

The HEART Education Trust, a charitable company limited by guarantee registered in England and Wales with company number 08286818. Registered office address: Heartsease Primary Academy, Rider Haggard Road, Norwich, Norfolk NR7 9UE.

Introduction

The Trust regards its buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of The Trust is to provide the best possible education for our pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

Definition of Letting

A letting may be defined as any use of the Trust buildings or grounds by parties other than The Trust and its partners. This may be a community group (such as local music group or football team) or commercial organisation (such as the local branch of 'weight watchers').

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

- Strategic Board / Committee meetings
- extra-curricular activities / clubs for pupils organised and funded by the Trust
- Academy performances
- Family learning
- Parents' meeting
- Meetings of the PTA / Friends
- PTA / Friends organised events
- Services provided by partner organisations.

Encouragement of Letting

The following lettings are especially encouraged:

- extra-curricular activities / clubs for pupils that are funded privately by parents and not funded by the Trust
- educational activities open to Trust pupils and their families
- recreational activities open to Trust pupils and their families
- activities organised by local community groups for the benefit of the local community
- letting to parents attached to the Trust Academies
- letting to people living in the Trust Academies' local communities
- letting to voluntary organisations
- letting to sporting organisations
- letting to performing arts organisations
- letting to parent support groups
- letting to children's group
- letting to youth groups.

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

- commercial activities with little potential to generate income or support for the academy
- activities promoting gambling.

Types of Letting

The legal agreement to be used is affected by the nature of the letting. The Academy Headteacher will determine which of the below is the most appropriate agreement given the circumstances:

- Letting Contract – to be used for the majority of lettings except where conditions for a Licence to Occupy or Lease apply (see below).
- Licence to Occupy – for agreements where the hiring organisation will be granted sole use of the facility for more than 8 hours per week, on a regular basis, during term time, over a period of 12 months or more and where the academy maintains the right to use the facility when not occupied by the hiring organisation.
- Lease – for agreements where the hiring organisation will be granted sole use of the facility for the duration of the agreement e.g. renting an ex caretakers house, a private counsellor (not linked to the Trust) renting a room in the Trust's premises.

Hire agreements are to be issued by the Trust and may be signed by the Academy Headteacher on behalf of The Trust.

Licences to Occupy must be approved by the CEO but may be signed by the Academy Headteacher on behalf of The Trust.

Leases must be approved by the full Strategic Board of Trustees and signed by the CEO (following appropriate ESFA consent).

Charges

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

- Academy Lettings – activities for pupils or their parents and carers that provide educational benefit to pupils, which the Trust wishes to subsidise
- Community Lettings – other community activities which should be made on the basis of full cost recovery
- Commercial lettings – will be charged on a cost plus a profit margin for the Trust.

The Head of Finance is responsible for setting charges for the letting of the Trust premises. The scale of charges will be reviewed annually for implementation from 1 September each year. Details of current charges will be provided in advance of any letting being arranged. For the purpose of charging, the Head of Finance is empowered to determine to which category any particular individual or organisation group belongs. The Head of Finance is 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. The Trust reserves the right to require a deposit over and above the hiring charge as security 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.

Cancellations

The Trust reserves the right to cancel any agreed hiring with a minimum of one day's notice. A full refund will be issued if the Trust cancels a hire. The Trust shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

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The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

Considering Applications for Letting

Organisations seeking to hire the Trust premises should approach the Academy Support Manager in the office of the relevant academy, who will confirm availability and details of charges and conditions.

An Application for Hire Form (Appendix 1) should be completed by the organisation and submitted to the Trust. A record of all enquiries should be kept on file. The Academy Headteacher will decide on the application with consideration to:

- the priorities for lettings
- the availability of facilities and staff
- the Trust's Equal Opportunities, Health and Safety, and Child Protection policies
- the health and safety considerations such as numbers of users, types of activity, qualifications of instructors etc.

Safeguarding

The Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of letting that hirers abide by the Trust's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated without notice. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), our safeguarding requirements must be met. It is our strong preference to work with organisations that follow the government guidelines in relation to Safer Recruitment, as set out in Part 3 of KCSIE:

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

If this is not possible, then as a minimum, we expect that those hiring premises who may come into contact with pupils to confirm in writing that they have carried out the following pre-employment checks in relation to all employees or volunteers that attend a Trust site:

- Verification of identity
- Right to work in the UK
- Two references, one of which is from the most recent employer
- Enhanced Disclosure and Barring Service (DBS) check completed within the last 36 months that show the person is suitable to work with children.

In these circumstances, we will require the DBS numbers of all persons attended the Trust site and reserve the right to request to see the DBS certificates and photographic ID of all persons onsite.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. Should any safeguarding concerns present themselves during the hire of Trust premises, the hirer must contact the Academy Headteacher as soon as reasonably practicable.

Issuing a Letting Contract

Once a letting has been approved, a copy of the Letting Contract will be sent to the hirer.

The Letting Contract should then be signed and a copy returned to the Trust. The Trust shall be in receipt of the signed copy before a letting takes place. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trust's current scale of charges. The Trust will seek the payment in advance in order to reduce the risk of bad debts and/or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All letting fees received will be paid into the Trust bank account. The income and expenditure relating to lettings will be clearly recorded on the Trust's Accounting System. The Academy Headteacher has the right to refuse an application, and no letting should be regarded as 'booked' until the Letting Contract has been signed and the payment received in full. Where an application is refused the reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Appendix 1

Application for Hire of Trust Premises

This form should be returned to the Trust Support Manager at
finance@thehearteducationtrust.co.uk

Contact Details
Name of Establishment:
Name of Contact:
Address:
Telephone No:
Letting Details
Purpose of Letting:
Date(s)/Days of Use:
Times of Use:
Equipment required (if applicable):

I certify that all adults working with children or vulnerable adults have had the necessary DBS checks as per the certificate numbers provided below:

Name	DBS Certificate Number	DBS Certificate Date

Signed

Date

For Office Use Only:

Application approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
Type of contract: <input type="checkbox"/> Letting Contract <input type="checkbox"/> Licence to Occupy <input type="checkbox"/> Lease
Date contract issued:
Reason if not approved: