

Lettings Policy

Date approved	2 nd JUNE 2019	Approved by	St Ralph Sherwin Finance and Estates Committee
Review cycle	3 years	Signature	
Due for review by	JUNE 2022	Name	JACQUELINE RODDEN

Scope of this policy

This policy applies to lettings of any premises under the control of St Ralph Sherwin Catholic Multi Academy Trust (The Trust) and its academies.

Objective of this policy

The objectives of this policy are:

- to set out the circumstances in which The Trust will let out its premises;
- to provide a framework for charging for lettings; and
- to enable local community groups to benefit from The Trust's facilities in line with its charitable objects

Policies and procedures implemented by the Trust are there to control the organisation's exposure to risks in line with the Risk Policy and those identified within the risk register. All staff should be made aware of this and all policies of the Trust and the procedures in place including any updates issued from time to time. Should staff have any queries relating to this or any other policy or procedure they should write to the Trust's Governance Manager who will ensure adequate training and guidance is provided.

Ownership of this policy

This policy is owned by The Trust's Finance and Estates Committee. Each academy will adopt this policy on a transitional basis, that is for all new lettings and from the point where existing lettings may change. The transition period will end on 1st September 2020.

Monitoring of this policy

This policy will be monitored by the Estates Manager in consultation with the Finance Director. Operational and procedural arrangements will be drawn up by the Estates Manager.

Relevant legislation

This policy is a requirement of the Academies Financial Handbook.

Related policies/documents

Health and Safety Policy
Smoke Free Policy
Child Protection and Safeguarding Policy
Articles of Association





Policy details

1 Introduction

1.1 The Trust has many facilities which could be made available to its local Catholic parishes, other local groups and the community. The Articles of Association state that The Trust will promote their facilities in the interests of social welfare and improving the condition of life of the local inhabitants.

1.2 The Trust, through this policy, aims to maximise the use of its premises whilst maintaining as a priority high quality education for all its pupils.

2 Definition

2.1 A letting may be defined as “any use of the academy premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organization (such as the local branch of ‘Weight Watchers’)”.

2.2 The Trust occupies land and buildings on licence from the Diocese. Use of the premises for purposes which promote academy/parish links will be prioritised.

2.3 Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by academy staff, fall within the corporate life of the academy. Costs arising from these uses are therefore a legitimate charge against the academy’s budget.

2.4 This use of the academy premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion of an academy letting form, or occasionally a more formal licence. The Estates Manager will determine the most appropriate form of Agreement.

2.5 A letting must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its pupils.

3 Types of Agreement

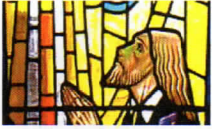
3.1 Academy Letting Agreement: This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, eg weekly use of academy halls, theatres, football pitches etc. The academy retains control of access to the buildings, ie the third party is dependent on the academy as keyholder to the academy site.

3.2 The hire agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the academy to it or of creating any tenancy between the academy and the Hirer.

3.3 It is envisaged that a Letting Agreement will cover the majority of academy lettings.

3.2 Formal ‘Property’ Agreement or Licence: This would be required in a number of scenarios – the Estates Manager will advise on and arrange for an appropriate agreement to be put in place:

- If the Hirer is to have independent access to the rooms/building it wishes to use;
- The occupation is expected to be of a long term nature. The academy could grant successive Academy Letting Agreements but if they are expected to last for a year or more it will be necessary to have a



formal Property Agreement in place. There may be benefits to the Hirer or the academy to have a longer term agreement to provide security and perhaps help gain external funding;

- The Hirer is to occupy a standalone building;
- The Hirer is providing a business use not linked to the academy's educational role;
- The Hirer is expected to take on more responsibilities for its use, eg perhaps the level of repair, health and safety issues etc.

3 Use of The Trust Premises by Third Parties

3.1 The Trust will ensure that all prospective hirers of Trust facilities are vetted to ensure that their aims and objectives do not undermine those of the Trust, particularly in respect of Canon Law.

3.2 Any organisation whose activities or ethos is likely to be in conflict with those of The Trust will not be permitted to hire or use Trust premises. The Estates Manager will determine the suitability of prospective hirers.

3.3 Facilities will not be hired out to anyone under the age of 18.

3.4 A risk assessment will be carried out for all new hirers.

4 Letting Principles

4.1 The Trust aims to recover the full costs of letting out its facilities. Charging rates will be set to achieve this aim. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers. Each academy will publish a schedule of charges.

4.2 The Trust will not subsidise private organisations using its General Annual Grant (GAG) through allowing free or subsidised use of its facilities.

4.3 The Trust may charge a premium when operating in a commercial context.

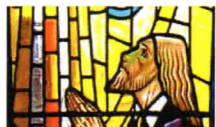
4.4 The following costs will be recovered:

- services (heating, lighting & catering);
- staffing (additional security, caretaking and cleaning) - including "on-costs";
- administration;
- "wear and tear";
- use of academy equipment (if applicable);
- Fee in lieu of use of premises, ie a rental value.

5 Management

5.1 The Estates Manager is responsible for drawing up arrangements and for advising academies. The Estates Manager may appoint a Managing Agent where the Trust has significant and regular lettings and where it is cost effective to do so. In these cases the Managing Agent will report directly to the Estates Manager.

5.2 The Headteacher at each academy is responsible for ensuring that this policy is implemented. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for compliance with this policy.



5.3 The Headteacher is responsible for assessing whether a request for a letting is appropriate. When in doubt the Headteacher will consult the Estates Manager whose decision is final.

6 Administrative Arrangements

6.1 It is envisaged that during the transitional period up to 1 September 2020 academies will continue to use the forms and administrative processes currently in use for lettings. However, if any of those procedures are now non-compliant or conflict with this policy then the academy must revert to this policy. Where there are no current procedures in place then procedures should be implemented immediately in line with this policy.

6.2 A scale of charges should be drawn up for each category of letting for use from 1st September 2019. These should be made available to potential hirers.

6.3 Those seeking to hire part of the academy premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. An Application Form should be completed at this stage to provide basic details of the applicant.

6.4 If the proposal is a continuation of a short term ad hoc booking then the Headteacher may approve the booking subject to using the new scale of charges. The letting should be agreed on a term by term basis.

6.5 If the proposal is for a new letting/organisation or a proposal which fall under the requirement for a formal property agreement then the proposal must be referred to the Estates Manager.

6.6 Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

6.7 The letting should not take place until the signed agreement has been returned to the academy and payment made. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting in advance. Payment in advance of the booking will be required in all instances.

6.8 No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

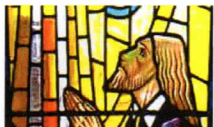
6.9 Terms and Conditions are contained in Appendix 1

Supporting Documents

Academies Financial Handbook:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714474/Academies_Financial_Handbook_2018.pdf

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Appendix 1

Terms and Conditions

The Trust will:

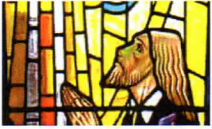
- Reserve the right of access to the premises during any letting. The Estates Manager, Headteacher or members of the Trust or Local Governing Body may monitor activities from time to time
- Decide conflicting requests for the use of the premises, with priority at all times being given to academy functions
- Allow use of toilet facilities as part of hire arrangements
- Make available car parking on request – dependent on the site
- Provide the Hirer with copies of appropriate policies eg. Lettings, Complaints, Equality, Child Protection, Health & Safety, which the Hirer is required to comply with.
- Carry out annual checks of fire equipment and displaying arrangements for fire safety.
- Communicate arrangements for out of hours, academy closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed.
- Check fixtures & fittings before and after the letting, and keep signed copies of the Lettings Agreements.

The Trust will carry out the following checks/assessment on all new hirers as appropriate:

- Financial due diligence
- Safe recruitment / selection practice (including but not only rigorous checking of applications, CVs, references and appropriate DBS checks) – including the training of those who recruit staff to work with children or vulnerable adults
- Clear expectations on staff with regard to personal conduct and promoting the well-being of children and adult service users
- Good induction systems and ongoing training / updates for staff (and others) in minimum standards in child protection, even where the primary service users are adults who are parents (not children)
- Awareness of local protocols and systems for information sharing and referral
- Good supervision of staff / volunteers
- Clear and accessible complaints and whistle-blowing procedures
- Adherence to agreed local procedures for investigating allegations of harm or misconduct to children by persons in positions of trust – including independent advice and referral to the police as necessary
- Good record keeping (including decision-making about concerns / allegations) and database systems
- A formal and independent review process for learning from serious untoward incidents with regard to abuse of children or adults by those in a position of trust
- Regular audits of the above to ensure compliance
- Leadership / accountability in a named senior manager and clear access to specialist advice about child protection or the protection of vulnerable adults (externally if not available within the organisation)

Responsibilities of the Hirer

- **Accessibility:** Ensuring that the accommodation is suitable for the needs of all. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the academy are suitable for disabled access.



- **Copyright or Performing Rights:** The Trust is not responsible for infringements of any copyright or performing right, and the Hirer must indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
- **Electrical Equipment:** Any electrical equipment brought by the Hirer onto the site MUST comply with portable electrical appliance testing requirements. Equipment must either have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application form.
- **Furniture and Fittings:** The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the academy or caretaker, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.
- **First Aid Facilities:** There is no legal requirement for the Trust to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the Trusts resources is not available, unless a Defibrillator is on site in which case the location will be made known.
- **Food, Smoking, Drink & Drugs:** No food or drink may be prepared or consumed on the premises without the direct permission of the Trust, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the premises, including the external areas, is a smoke free area, and smoking or vaping is not permitted.
- **Academy Equipment:** This can only be used if requested on the application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of academy equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.
- **Vacation of Premises:** The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.
- **Behaviour:** The academy must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.
- **Promotional Literature/Newsletters:** A draft copy of any information to be distributed to participants or through the academy must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.
- **Site Security/ Transportation of Young People/ Educational Visits:** The academy will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.