



Emmbrook Junior School

The Circle Trust Document: **Lettings Policy**

Author:	Executive Headteacher
Approver:	Trustees
Owner:	Finance Committee
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Changes History:

Version	Date	Amended by:	Substantive changes:	Purpose
1.0	18.9.18	Exec Head	New Document	First release
1.1	07.05.21	COO	Amend CFO to COO	Policy updated in line with revised job titles
1.2	01.12.21	Company Secretary	Section 7 – safeguarding – additional requirements for lettings and letting agreements	Compliance with Keeping Children Safe in Education 2021
1.2	05.12.23	Headteacher	Adapted for Emmbrook Junior School in line with Trust policy	Compliance

Purpose of the Policy

The primary purpose of this policy is to set out the arrangements for charges and lettings

1. Introduction

- 1.1. The Circle Trust is committed to work with absolute financial integrity and recognises the importance of proper stewardship of public funds.
- 1.2. The Circle Trust will ensure financial probity and full compliance with charity law requirements. The Circle Trust is a charitable company limited by guarantee, constituted under Articles of Association. This means that the Trust and all the schools within the Trust must comply with
 - Company law as set out in the Companies Act 2006 (and subsequent Acts)
 - Charity law and the requirements of the Charity Commission and its statement of Recommended Practice (SORP) – Accounting and Reporting by Charities (March 2005)
 - The Funding Agreement between the Academy Trust and the DfE and must abide by and have regard to the Academies Financial Handbook, the DfE financial guide for academies, and have regard to other relevant guidance issued by the DfE
- 1.3. Trustees delegate authority to Local Advisors to set arrangements for lettings and charges in their schools in line with the guidelines in this Trust Policy
- 1.4. Schools are able to retain any school generated income for use to fund school projects. Please refer to [The Circle Trust's Finance Policy](#).

2. The Circle Trust had developed this policy to improve the quality of education for all children and young people in the Trust by having a Lettings Policy which:

- 2.1. Supports the core values of the Trust
- 2.2. Shows all stakeholders that The Circle Trust manages its finances in a fair, transparent, consistent, considered and responsible way
- 2.3. Gives clarity regarding the responsibility of decision making for Trustees, the Executive Headteacher, Local Advisory Boards and Headteachers
- 2.4. Ensures when premises are hired or rented out by schools to organisations or individuals, appropriate arrangements are in place to keep children safe

3. The Benefits of an effective Lettings Policy

- 3.1. An effective Lettings Policy will add value to The Circle Trust, supporting the Trust's objectives by:
 - Supporting efficient allocation and use of resources within the Trust

- Protecting and enhancing the Trust's assets
- Helping to implement a school's strategic objectives and improvement priorities
- Enhancing communication between the Trust and all schools
- Ensuring compliance with all legislation

4. Roles and responsibilities

4.1. The Trustees have a fundamental role to:

- 4.1.1. Agree the model Lettings Policy
- 4.1.2. Ensure this policy is published on the Trust's website

4.2. The Executive Headteacher will:

- 4.2.1. Ensure each school adopts and adapts the model Lettings Policy

4.3. The Local Advisors will:

- 4.3.1. Adapt and adopt the Lettings Policy to their own school context and publish the local policy on the school website
- 4.3.2. Set out the Hirer arrangements and regularly review the rates of hire for their school as set out in [Appendix 1 Hire Arrangements and Commercial Letting Rates](#)
- 4.3.3. Take into account any advice given to them by Trustees, The Executive Headteacher or Chief Operating Officer
- 4.3.4. Monitor school generated lettings income

4.4. The Headteacher will:

- 4.4.1. Operationally adhere to the Lettings Policy for their school
- 4.4.2. Provide regular, accurate and timely reports to Local Advisors that enables financial oversight, monitoring and review of school generated income
- 4.4.3. Ensure the conditions of hire are operationally adhered to including: insurance the hirer will need, fire regulations for the school including assembly points, effective safeguarding policies and procedures and an emergency name and contact number for the school. Please refer to [The Circle Trust Health and Safety Policy](#).
- 4.4.4. Seek the advice and guidance of the Chief Operating Officer in the adoption and adaption of their school's Letting and Charging Policy

5. Lettings

5.1. The Local Advisors of the school will maximise the use of the school premises to maximise school generated income that will be for the benefit of children and young people of the school

5.2. Charges for the use of the school premises will vary according to the type of letting

5.3. Lettings will fall into categories.

5.3.1. School/Trust use

5.3.2. Elections

5.3.3. Local Community/Charity

5.3.4. Commercial

5.4. No charges will be made for School/Trust use as follows:

5.4.1. The use of the school outside normal school hours for educational requirements authorised by the Headteacher and involving teaching staff and pupils of the school.

5.4.2. The use of the school outside normal hours for 'after-school' clubs/activities authorised by the Headteacher and conducted by the teaching staff for the pupils of the school.

5.4.3. Meetings outside school hours for parents and/or staff.

5.4.4. Meetings of the Local Advisors, the staff, recognised Trade Unions and PTA Committee meetings and functions.

5.5. Additional costs only for Lettings for Elections

5.5.1. Under the relevant "Representations of the People" Acts a school is obliged to provide facilities requested by the Returning Officer.

5.5.2. The Returning Officer is empowered to pay **only for additional costs** incurred by the school as a result of its use as a polling station.

5.6. Additional cost may be charged at actual costs or a sum not exceeding commercial rates for Local Community/Charity use at the discretion of the Headteacher

5.6.1. At the Headteachers discretion with agreement of the Local Advisors local groups or charities, using the premises

5.6.2. Cost may be charged at the actual cost incurred or at a sum up to but not exceeding the normal commercial rates.

5.7. Costs will be charged for Commercial Lettings

5.7.1. The commercial rates as set out in [Appendix 1 Commercial Letting Rates](#) will be regularly reviewed (and reviewed at least every two years) by Local Advisors

5.7.2. The Local Advisors should seek to maximise lettings' income subject to prevailing market forces.

5.7.3. Commercial charges include the following:

- Energy costs
- Caretaking & cleaning
- Administration
- Wear and tear
- Insurance
- Potential loss of income
- Hiring of School Kitchens/Serveries

5.7.4. The Headteacher with agreement of the Local Advisors may occasionally vary the charges by negotiation with the hirers.

5.7.5. The Headteacher nor the Local Advisors can be compelled to let or hire the school

6. Licences

6.1. Under the Licensing Act 2003, licences for alcohol, music, performance of dance, plays and late night refreshment are not required where an event is not open to the public.

6.2. However, at events where tickets or alcohol are sold, the hirer will be required to obtain a Temporary Event notice

7. Safeguarding

7.1. Where school facilities or premises are hired or rented out to organisations or individuals it is the responsibility of Headteachers and the Local Advisory Board to be assured that appropriate arrangements are in place to keep children safe (including inspecting a copy of the policies and procedures).

7.2. Where services or activities are provided by the School under the direct supervision or management of school staff, the Trust arrangements for child protection will apply at all times.

7.3. Where services or activities are provided by a third party, the responsibility for ensuring that appropriate, effective safeguarding and child protection policies and procedures are in place rests with the third-party provider.

7.4. The Headteacher shall:

7.4.1. seek assurance the third-party provider has such policies and procedures in place, including inspecting these, as needed, and obtaining a copy of the third-party provider's current relevant policy or policies and procedures; and

7.4.2. ensure that there are arrangements in place to liaise with the school on these matters where appropriate.

- 7.5. It is the responsibility of any third-party provider, as the employer, to carry out DBS and other employment checks on its staff.
- 7.6. It will be a condition of any letting (whether commercial or otherwise) to a third party who works with children or young people that the third-party hirer will:
- 7.6.1.1. have in place and operate robust and appropriate safeguarding policies and procedures,
 - 7.6.1.2. provide copies of such policies and procedures promptly on request from the school and the Trust, and
 - 7.6.1.3. otherwise liaise and co-operate with the school or the Trust as they may from time to time request to ensure robust safeguarding;
- 7.7. Failure to comply in any way with such condition will lead to termination of the letting agreement. Please refer to [The Circle Trust Safeguarding Policy](#).
- 7.8. Therefore, the school will require the following statement to be attached to a lettings agreement that involves groups who work with children and young people and will request the hirer to sign to confirm their agreement:

“The Circle Trust and this school is committed to safeguarding and promoting the welfare of children and young people and expects all hirers of school premises to share this commitment. As a condition of this agreement, the hirer must:

- have in place and operate robust and appropriate safeguarding policies and procedures;
- provide copies of such policies and procedures promptly on request from the school or The Circle Trust;
- have DBS disclosure at an appropriate level for all those individuals working in school premises on behalf of the hirer; and
- otherwise liaise and co-operate with the school and The Circle Trust as they may from time to time request to ensure robust safeguarding.

It is a condition of this agreement the hirer will fully comply at all times with this condition. The hirer acknowledges and agrees with the school and The Circle Trust any failure to comply, either in whole or part, with this condition will entitle The Circle Trust to terminate by written notice the agreement forthwith and request payment (within 5 working days of demand) of all rental and other sums payable by the hirer under the agreement.”

Appendix 1 Hirer Arrangements and Commercial Letting Rates Emmbrook Junior School

The Local Advisors of school Emmbrook Junior School have agreed:	
Areas of the school that maybe let:	Hall Classrooms Field Playground
Any areas that are not available:	The school kitchen Other areas are available however decisions will be made on a case by case basis
Hire conditions regarding insurance:	Hirers must supply copies of their indemnity insurance ahead if any hire taking place
<p>Hire Conditions regarding Health and Safety:</p> <p>Ensure that the hirer is competent to use any equipment provided by the school, and that all equipment is in a safe condition</p> <p>Advise the hirer of any known hazards in advance, and request that the hirer notify the school of any hazards during the letting</p> <p>Provide the hirer with details of emergency procedures, for example the fire evacuation procedure</p> <p>Ensure a telephone is available for emergency calls</p> <p>After the letting, check that the premises have been left in a safe condition</p>	Lettings pack includes H&S information, fire assembly points, contact information
Hire Conditions in respect of security:	Lettings pack includes all information regarding security expectations

<p>Access to the site</p> <p>Individuals who hold keys to the buildings</p> <p>Emergency evacuation procedures</p> <p>Security features in the building design, such as secure entry systems</p> <p>A designated member of staff responsible for overseeing the use of the site out of hours</p>	
Hire Conditions in respect of safeguarding:	Hirer responsibility
<p>Hire Conditions in respect of supervision for any event over 100 participants:</p> <p>Plans for sufficient number of adults to be stationed to prevent more people being admitted</p> <p>Control the movement of children and other people</p>	Full risk assessment provided by the hirer ahead of hire starting
Hire conditions regarding rules for those letting the premises:	Where required, references will be supplied by the hirer
Hire conditions regarding consequences of not following the rules:	The school will follow policy which clearly states that we will reserve the right to terminate hire agreements if rules are breached
Other	

Area available to let	Cost per hour (calculation of rate based on 5.7.3 of this policy)	Hours of availability Term Time	Hours of availability out of Term Time	Notes/restrictions/advice
Hall	£35	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	
Classrooms	£24	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	
Hall and classrooms	£35 + £12 per room	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	
Field	£35	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	
Playground	£35	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	
All internal areas	£85	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	
Whole school inc external areas	£100	From 4.30pm onwards	Depending on maintenance schedule, times and dates to be discussed and agreed	