

# Attenborough Learning Trust

## Lettings Policy

Version: v0.1

**Confidential**

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## Introduction

The board of trustees regards the trust buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

The board of trustees will endeavour to maximise the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils.

Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

## Principles

The Trust regards its buildings and grounds as community assets 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 support the academies in providing the best possible education for their pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The Trust will not permit its buildings and grounds to be let:

- For political rallies or demonstrations;
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules;
- For functions attended by people whose presence may cause civil unrest or division within the community;
- To an organisation or individual which has been banned by law.

## Purposes

- To provide clear guidance on lettings and the hire of the trust's premises and equipment.
- To enable community and lifelong learning access to the trust's sites and premises.
- To promote the use of the trust's facilities by the wider community.
- To safeguard the interests of the Attenborough Learning Trust.

## Definition of a letting

A letting may be defined as:

“Any use of the Trust buildings and ground by parties other than the trust and its partners. This may be a community group, or a commercial organisation”.

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 a legitimate charge against the Trust's delegated budget:

- Governing board meetings
- Trust board meetings
- Family learning groups
- Parents' meetings

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## Charges for a Letting

The charges for lettings are shown in the table below and cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning, reception) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear” (if appropriate);
- Cost of use of academy equipment (if applicable);
- Profit element (if appropriate).

## Lettings charges

	Monday – Friday
	<u>Cost per Hour</u>
Training Room	£25 (or £150 per day)
Classroom	£25 (or £150 per day)
Car Park	£10 (per space)
<u>Ark Theatre</u>	
Outside school hours	£199 (for 4 hours) then £35 per hour
During school hours	£25 per hour

## Management and Administration of Lettings

The headteacher is responsible overall for the management of lettings, in accordance with the trust’s policy. The headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the headteacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Director of Finance & Operations, who is empowered to determine the issue on behalf of the trust board.

The trust reserves the right to cancel any bookings where it considers:

1. That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
2. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Trust or harm the reputation of the Trust.

## Insurance

The trust holds a Public Liability Insurance provided by Zurich Municipal, this already insures the trust against claims for injury or damage to members of the public that may arise due to negligence.

It is essential that all organisations wishing to use trust's premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document should be seen and a copy taken by the Trust and kept on file. If the car parks are to be hired for the sole purpose of parking a car, then no public liability insurance is required. However, if the car park is to be hired for the purposes of a market or fete, then public liability insurance would be deemed to be necessary.

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by the Hirer and shared with the academy and kept on file in academy, this should be received by the academy prior to hire, at the time of the booking.

## Safeguarding

Hirers providing services to children, whether pupils at the trust or others, must have policies and procedures in place to ensure children's safety in terms of risk assessments and GDPR. The hirer must adhere to the Attenborough Learning Trust's safeguarding policies and procedures and hold a valid DBS. This DBS must be presented annually and a disqualification by association form must be completed.

## Terms & conditions of hire

1. An Application for Hire form should be completed and returned to the Trust, normally at least two weeks prior to the proposed date of hiring.
2. Confirmation or otherwise of the booking will be given in writing within one week of receipt of the Application for Hire form.
3. All hirers must carry sufficient third party liability insurance to satisfy Zurich Municipal requirements
4. Payment is required within 7 days of invoice.
5. Any damage to the Trust premises or the property therein will be the responsibility of the hirer who will be required to make good any damage, or pay the costs of making good.
6. Three clear days' notice is required if a booking is to be cancelled. If due notice is not given, the hirer will be required to pay the full hire charge. If a letting is cancelled by the Trust a full refund will be given.
7. The hirer must ensure that a responsible person is present on the premises at all times during the period of the letting.
8. Any additional cleaning or tidying up time required as a result of the let will be the subject of an additional charge.

9. The Trust accepts no responsibility for the loss of or damage to personal property brought into or left on the premises during the letting, including any vehicles parked on the Trust site.
10. The hirer must agree that no equipment will be used without the approval of the Trust and that any installation of the hirer's equipment will be carried out by competent personnel.
11. The hirer accepts that they should familiarise themselves with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of a fire should also be studied and the information disseminated.
12. All lettings must terminate by midnight unless overnight hire has been agreed in advance.
13. The Trust operates a no smoking policy. No hirers or attendees of functions may smoke anywhere on the Trust site.
14. The hirer will not do or permit anything to be done which may constitute a nuisance or annoyance to other users of the Trust or to residents of properties adjoining the premises.

## Appendix A: Lettings Request Form

Name	
Address	
Telephone Number	
Email Address	
If you are booking on behalf of an organisation, please provide details of the organisation here	
Date of Letting Hire	
Timings of Letting Hire (from – to)	
Letting Required (please tick all that apply)	<input type="checkbox"/> Training Room 1 (capacity 30) (£25 per hour or £150 per day) <input type="checkbox"/> Training Room 2 (capacity 30) (£25 per hour or £150 per day) <input type="checkbox"/> Classroom (£25 per hour or £150 per day) <input type="checkbox"/> The Ark Theatre (£199 for 4 hours, then £35 per hour) <input type="checkbox"/> The Ark Theatre (£25 per hour, during the school day only) <input type="checkbox"/> Car Park (£10 per hour)
Do you have public liability insurance? Copies will be required	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signed	
Date	

## Appendix B: Supplementary Lettings Request Form (For appendix B, see separate document)

Document Control

Implementation Date	Author	Summary of Changes	Date to be reviewed
1st January 2020	Dave Nimmo		1st January 2021

