



Transforming Lives

EDUCATIONAL TRUST

Lettings Policy

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1 – Scope

- 1.1 This policy applies to external lettings at all sites within the estate of the Transforming Lives Educational Trust (TLET/The Trust).

2 – Policy Statement

- 2.1 This policy outlines the principles and procedures by which the Trust will allow the hiring of its estate facilities by external stakeholders.
- 2.2 This policy acknowledges the Community Use Agreement, governing estate facility lettings at Houlton School.
- 2.2 All groups/organisations/individuals that use TLET's estate facilities are required to read this policy and agree to abide by the terms and conditions of hire as outlined in **paragraphs 5, 6 and 7**. For hire agreements administered by [hireapitch](#), agreement is indicated by means of a tick box during the booking process. For hire agreements administered by the Trust, agreement is indicated by the means of signing the lettings application form. See **paragraph 8** for more details regarding the administration of hire agreements.
- 2.3 The signatory of the letting agreement between the Trust and the external hiring organisation shall be deemed to be responsible for good conduct and adherence to the terms and conditions during the letting.
- 2.4 The Business Operations and Estates Manager maintains overall responsibility for lettings across the Trust estate and will ensure that the 'conditions of hire' are adhered to, with the support of Site Service Teams at individual Trust sites.

3 – Principles

- 3.1 The Trust, through its hiring of its estate facilities to external stakeholders, seeks to build strong relationships with local community groups and to support enrichment opportunities for members of its local communities.
- 3.2 The Trust, through its hiring of its estate facilities to external stakeholders, also seeks to build strong relationships with commercial organisations.
- 3.3 The Trust will charge for the use of its estate facilities such fees as will cover the costs of hire and, where appropriate, as will raise additional funds for the Trust and its academies.
- 3.4 The Trust will not allow the hiring of its estate facilities to interfere with its primary purpose of providing education to its pupils.

4 – Definition of Terms

- 4.1 **Hirer**, for the purposes of this policy, refers to a third-party individual or group which pays a fee to the Transforming Lives Educational Trust for the use of its estate facilities.
- 4.2 **Estates facility**, for the purposes of this policy, refers to any equipment, premises or property belonging to the Transforming Lives Educational Trust.
- 4.3 **Community Use Agreement**, for the purposes of this policy, refers to the agreement between the Transforming Lives Educational Trust, Urban&Civic and Warwickshire County Council, which outlines how the external lettings of facilities at Houlton School will be prioritised for use by the local community.

5 – Conditions of Hire

- 5.1 **Purpose of Use**

- 5.1.1 The estates facility shall only be used for the purposes stated on the application and within the hours agreed. The hirer shall be responsible for ensuring these conditions of occupation are observed. Failure to keep to the hours booked will incur a penalty charge at the hourly rate in thirty-minute increments.

5.2 Use of Premises

- 5.2.1 No interference is to be made to Trust equipment, premises, or property which do not expressly form part of the letting agreement.
- 5.2.2 No hirer is allowed to sub-hire, or to transfer their letting, to another individual or group.
- 5.2.3 The hirer may only bring food and alcohol on to the TLET estate by special agreement with the Trust and subject to satisfactory licensing arrangements (where applicable) being in place in advance of the booking.
- 5.2.4 Gambling and the use of gaming machines are prohibited, except by special agreement with the Trust and subject to satisfactory licensing arrangements (where applicable) being in place in advance of the booking.
- 5.2.5 The hirer is prohibited from bringing illegal drugs on to the TLET estate.
- 5.2.6 Smoking is prohibited on the TLET estate.
- 5.2.7 The hirer will not be given permission to bring animals on to Trust sites, with the exception of assistance dogs.
- 5.2.8 No decorations, flags, notices, etc. will be allowed without the prior permission of the Trust.
- 5.2.9 In no case may the Trust's estate or its decoration be damaged by the use of screws, nails, sellotape etc.
- 5.2.10 Internal notice boards may be used only if prior permission is obtained.
- 5.2.11 Fly-posting is not allowed.
- 5.2.12 Please make full use of litter bins provided.
- 5.2.13 Hirers will be responsible for cleaning down equipment brought into the premises and clean regularly touched surfaces after use, using cleaning products provided by the Trust.
- 5.2.14 Hirers are expected to leave the premises as they find them. Failure to do so may incur financial penalties, such as repair or replacement costs incurred by the Trust as a result of the damage to its facilities.
- 5.2.15 All equipment must be returned to its allotted place by the end time of your booking.
- 5.2.16 Damage to any Trust facilities, or loss of personal property, must be reported immediately to the Site Team staff on duty, or by telephone/email as soon as possible after the booking,
- 5.2.17 The hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to other users, pupils or staff, the occupiers of adjoining premises or neighbouring residents.
- 5.2.18 Hirers must, at all times, accept the authority of Trust staff, promptly follow their instructions and abide by their decisions.
- 5.2.19 Any notices displayed must be strictly observed.
- 5.2.20 Suitable footwear must be worn at all times, such as training shoes (the type that will not mark the floor in gymnasias, sports halls and dance studios). Under no circumstances should sharp-heeled shoes be worn in whilst using sports facilities,
- 5.2.21 Where the premises are to be used for sports, concerts, or performances of drama, musicals, television, radio and film, or any other public entertainment, or if visual aids are to be used, the hirer is responsible for ensuring that:
- Copyrights are not infringed, and approvals are obtained where necessary;
 - No play shall be performed, film shown, or entertainment allowed which is in any way offensive;
 - Licensing requirements are met.
- 5.2.22 Use of Trust IT Systems and Wi-Fi access is prohibited, except by special agreement with the Trust.
- 5.2.23 Technical Support will only be provided by special agreement with the Trust.
- 5.2.24 Where Wi-Fi access has been granted, the Trust's internet filters will be applied to a device's connection and any attempt to bypass the filters is prohibited.
- 5.2.25 It is the responsibility of the hirer to ensure that relevant and up-to-date anti-virus software is installed on their device.

- 5.2.26 The hirer accepts liability (both financial and legal) for any damage caused by malware and/or viruses transmitted from their device to the Trust network and/or the wider community.
- 5.2.27 The hirer is solely responsible for the care of devices they choose to bring on site. The Trust will not be held responsible (either financially or legally) for lost, stolen, or damaged devices nor for any malware/viruses that they may inadvertently acquire via the Trust's wireless network.

5.3 Cancellation

- 5.3.1 The hirer must notify the Trust of a cancellation at least 48 hours before the date of hire, otherwise the full hire charge will be payable.
- 5.3.2 In the event of any cancellation resulting from a global pandemic, such as in the event of a local or national lockdown, a refund will be given.
- 5.3.3 In bad weather, the use of Trust estate facilities may be cancelled at short notice. If in doubt, the hirer should telephone the Trust (dialling 01788 593900 and selecting option 4 from the telephone menu) for information and advice during office hours. Out of office hours, they should wait to be contacted by the Trust or the academy. If such a cancellation occurs, a refund will be given.
- 5.3.4 The Trust reserves the right, at any time and with or without notice, to:
- cancel any letting of its facilities which are subsequently required for educational purposes. If such a cancellation occurs, a refund will be given;
 - withdraw permission to use playing fields when such playing fields are, in the opinion of the Trust, unfit for use. Alternative options within the TLET estate will be explored and the letting may be moved to a different site, in agreement with the hirer. If no suitable alternative can be offered, a refund will be given;
 - refuse or cancel any letting which, in the opinion of Trust, is likely to cause a disturbance or inconvenience to the local neighbourhood, community, or to other users. If such a cancellation occurs, a refund will be given;
 - refuse or cancel any contract for hire of Trust estate facilities.
- 5.3.5 The Trust reserves the right to cancel any agreements at its absolute discretion, in particular where, in the opinion of the Trust, the hiring organisation does not uphold the values of the Trust or where, in the opinion of the Trust, reputational damage may occur to the Trust if a hiring agreement is made.
- 5.3.6 The Trust reserves the right to cancel any agreements at its absolute discretion, in particular where the hirer does not fulfil their Safeguarding obligations as defined in **paragraph 7**.
- 5.3.7 Although an explanation for any cancellation or withdrawal of permission will usually be provided to the hirer, the Trust reserves the right to cancel lettings or withdrawal permissions without providing a reason.

5.4 Damage

- 5.4.1 The hirer is expected to leave the premises in a reasonably clean and tidy state and will be held responsible for any claim for damage, loss or injury to equipment, facilities, premises, property or persons which occurs within the Trust estate buildings or grounds, as a result of their use of the facilities.
- 5.4.2 Hirers must, at all times, indemnify the Trust and its academies against any claim or liability arising from their use of the premises.
- 5.4.3 If, in the opinion of the Trust, there is an enhanced risk of damage to its estate facilities during a letting, a returnable deposit may be required at the point of booking.
- 5.4.4 If, in the opinion of the Trust, there is a possibility that the premises may need extraordinary cleaning after the letting, a surcharge may be made at the point of booking.
- 5.4.5 Hirers are strongly recommended to take out public liability insurance. The Trust may ask to see a copy of this before agreeing to any hire.

5.5 Hirer's Property

- 5.5.1 The Trust does not take responsibility for the safety of any property brought on to its estate by the hirer.

- 5.5.2 All property of the hirer must be removed at the end of each letting session unless storage arrangements have been made with the Trust in advance.
- 5.5.3 If any property of the hirer is found onsite after a letting it will be stored by the Trust, where possible, in a locked cupboard and may be claimed upon speaking with one of the on-duty Site Team staff at the next letting session or, alternatively, by requesting the property from the academy's Reception during academy hours.
- 5.5.4 If such property has not been claimed by the end of term it will be disposed of.
- 5.5.5 For safety reasons, private heaters may not be brought on to the Trust estate.

5.6 Site access arrangements

- 5.6.1 All cars are parked at the owner's risk, and the Trust does not take any responsibility for the safety of any vehicle parked on its estate by the hirer.
- 5.6.2 Cars should only be parked in marked bays and must not be parked on grass areas, in spaces reserved for staff, in disabled parking spaces (unless the hirer is a blue badge holder), or in positions that will block other cars.
- 5.6.3 There are disabled parking spaces available that are reserved for blue badge holders.
- 5.6.4 For safety reasons, access must be guaranteed at all times to vehicles such as ambulances and fire engines.
- 5.6.5 The provision of onsite parking is not guaranteed as part of the hire agreement and the Trust reserves the right to withdraw parking permission if the hirer does not follow the guidance laid out in **paragraphs 5.6.1 – 5.6.5**, or if onsite parking capacity is reserved for the Trust to fulfil its primary function of education provision.
- 5.6.6 Hirers must not override any access arrangements, such as emergency escapes or prop any doors open to allow access/exit.
- 5.6.7 Hirers who are given access cards/keys must use them responsibly and for their intended purpose. Lost cards or keys may incur a cost.

6 – Safety

- 6.1 All users should become familiar with the onsite safety procedures as soon as they are able (e.g. fire evacuation). In emergencies, Site Team staff on duty should be informed immediately of the nature of the emergency and, if necessary, the building should be evacuated.
- 6.2 The hirer will immediately inform the academy of any emergency, accident or serious incident that occurs during the use of its facilities. This should be done in person to the on-duty Site Team staff or receptionist.
- 6.3 The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19.
- 6.4 The hirer is responsible for carrying out and implementing COVID-19 protective measures in line with the latest government guidance, and including the advice given from sports professional bodies.
- 6.5 For more information regarding cancellations due to safety concerns such as COVID-19 and extreme weather conditions, please see **paragraph 5.3**.

6.6 Fire precautions

- 6.6.1 Fire Evacuation signs will be posted across the TLET estate.
- 6.6.2 Please ensure that you familiarise yourself and your group with the position of fire extinguishers, alarm bells, the nearest emergency exit and the assembly point to be used in the event of an emergency evacuation.
- 6.6.3 If a fire occurs in your area, break the glass in the nearest alarm point. This will set the alarm sounding across the site. Ensure that your group is on the way out first. The alarm bell is an unbroken ringing in the event of a fire.

- 6.6.4 Everyone should leave the building immediately and the whole group should assemble at the fire assembly point (away from the buildings) to establish all are present, and report that to the nominated member of academy/Trust staff on duty.
- 6.6.5 It is standard Trust procedure to regularly practice fire drills. The hirers should prepare themselves for such an eventuality and ensure that they and their group follow all written and verbal instructions in the event of a fire drill.

6.7 First Aid

- 6.7.1 Notwithstanding any First Aid boxes provided by the Trust, or the presence of any First Aid-trained members of Trust staff onsite during the letting, it is the hirer's responsibility to ensure that appropriate First Aid is made available for their event, including the provision of First Aid equipment and training.
- 6.7.2 In the event of serious injury, the emergency services should be contacted on 999, and the Site Team staff on duty should be informed. If the letting occurs during academy hours, the Reception staff should also be informed.

7 – Safeguarding

- 7.1 Hirers providing services to children, whether pupils within the Trust or others, must have policies and procedures in place to ensure children's safety, including those relating to safeguarding and child protection, and must provide evidence of these to the Trust and the academy at which the facility is being let as required for inspection prior to any hiring agreement being confirmed. **This is a condition of use, and the Trust will terminate any agreement of use, with immediate effect, should appropriate policies and procedures either not be provided by the hirer or prove not to be adhered to during the provision of services to children.**
- 7.2 The Trust is dedicated to ensuring the safeguarding of its pupils and staff at all times. If there is a chance those hiring the Trust's estate facilities 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), the Trust will ask for confirmation that the hirers have had the appropriate levels of DBS check. **This is a condition of use, and the Trust will terminate any agreement of use, with immediate effect, should appropriate levels of DBS check not be provided by the hirer upon request.**

8 – Application Process

- 8.1 Those wishing to hire Trust premises should read this policy in its entirety before making enquiries.
- 8.2 The Trust uses an external lettings provider ([hireapitch](#)) to process lettings applications and payments for some of its academies, and processes applications and payments for other academies inhouse.
- 8.3 Information regarding lettings, including application forms and hourly hiring rates, can be found at:

Academy	Contact
Ashlawn School	hireapitch
Henry Hinde Infant School	01788 593108 office@henryhindeinfantschool.co.uk
Henry Hinde Junior School	01788 811392 office@henryhindejunior.co.uk
Houlton School	hireapitch

- 8.4 The Trust reserves the right to decline any applications at its absolute discretion, in particular where, in the opinion of the Trust, the hiring organisation does not uphold the values of the Trust or where, in the opinion of the Trust, reputational damage may occur to the Trust if a hiring agreement is made.

9 – Monitoring

- 9.1 It is the responsibility of the Trust Board and those to whom it delegates the authority, to ensure that the principles and procedures of this policy are adhered to. The use of this policy will be subject to routine monitoring to ensure its fidelity in practice. The evidence gathered from monitoring shall inform any reviews and future revisions to the policy, which will be carried out at regular intervals and no later than as stated on Page 2 of this policy.