



Athena Learning Trust

Trust-wide

Lettings Policy

Review

Reviewed on: April 2025

Reviewed by: Board

Review Period: 3 years

Version: 1.0



Objectives

In adopting this procedure, the Trustees have had regard for the Trust's Lettings Policy and recognise the principles therein, namely that:

- The Trust's premises represent a significant capital investment and should be fully utilised where possible;
- They are a valuable community resource;
- Educational usage of educational premises constitutes a natural priority;
- A profit margin would be welcome when derived from private or commercial usage, but is not the objective when facilitating educational activity by Priority Users;
- Hirers will not be permitted to sublet the premises; and
- All lettings must enable the normal organisation of the school during the school day to take place (i.e. from 8am until 4pm) and will not take preference over the use of the premises by the school after 4pm on normal school days nor during non-school days. Where lettings have been booked and there is a subsequent unavoidable need for school use, the letting may have to be cancelled, but this will be at no financial loss to the hirer.

Introduction

The Trust Board recognises that all facilities within the Athena Learning Trust Estates offer a valuable resource for the whole community and are committed to making the facilities of the schools available to other schools, community groups and organisations, where such activity does not conflict with the work of the schools, the best interests of its pupils, the wellbeing and workload of its staff, and does not create a statutory nuisance.

The Trust recognises and supports the following principles:

- The schools' premises represent a significant capital investment and should be properly utilised;
- The schools' premises are a valuable community resource;
- Income generated from lettings should be used to support the schools' core educational needs;
- Use of the school premises for educational purposes should be given priority when lettings are considered.



Whilst making a surplus from private or commercial lettings is desirable to support sustaining facilities and educational provision across the schools, it is not the primary objective when letting for charitable activities. The schools must cover their costs, and any bookings from these particular bodies will be looked at on each individual application.

Any residual surplus, after costs have been deducted, will be used for the further support of the schools' core educational needs.

This document details the lettings policy and procedures of Athena Learning Trust and the role of the Trustees and users of the school facilities (hereafter referred to as 'the Hirer'). This policy will be reviewed every 3 years by the Trust Board.

The use of the schools' premises at all times outside the school day is under the control of Athena Learning Trust, and community use of the facilities will be subject to the Trust's Complaints Policy and procedures

Definition of a school letting

'Any use of the school premises (buildings and grounds) by parties other than the school and its partners. This may be either individuals or community groups, or a commercial organisation'.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings, and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Trust Board meetings
- Local Governing Body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents' meetings
- School-organised events and activities

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. The letting 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 school to it or of creating any tenancy between the school and the Hirer. No subletting of the premises by the Hirer is permitted.

Types of lettings

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

- Community lettings – for community-related activities which should be made on the basis of a full recovery of cost.
- Commercial lettings – will be charged on a cost-plus-income margin for the school.

Available Facilities

The facilities made available for letting are defined in the Trust's online booking system www.schoolhire.co.uk and will be reviewed annually.

Charges

The Trust Board is responsible for setting charges for the letting of each of its school's premises. These are set out in www.schoolhire.co.uk. The scale of charges will be reviewed annually for implementation from the beginning of academic year, with effect from 1st September each year.

The schools' delegated budgets must not be used to subsidise any lettings unless it is of direct benefit to pupils.

A full recovery charge will be levied which covers the following;

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including 'on-costs';
- Cost of administration;
- Cost of 'wear and tear';
- Cost of use of school equipment (if applicable);

For the purposes of charging, the Estates Coordinator and the Site Manager(s) on behalf of the Trust are empowered to determine to which group any particular individual or organisation belongs. 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 a surety 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. The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting

Management of Lettings

The Estates Coordinator, with support from the Site/FM Teams, is responsible for the management of lettings, in accordance with the Trust Board's policy. Where appropriate, the Estates Coordinator may delegate part of this responsibility, such as security or child protection, to other members of staff, whilst still retaining overall responsibility for the lettings process. An annual report on lettings will be made to the Trust Board and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

Considering and agreeing applications for lettings

Individuals and organisations seeking to hire the Trust's facilities should do so through the online booking system www.schoolhire.co.uk. All procedures are clear, concise and easy to follow.

If the Estates Coordinator has any concerns about whether a particular request for a letting is appropriate or not, they will consult with the appropriate stakeholders.

Financial Management

As per www.schoolhire.co.uk Terms and Conditions

Public Liability and Accidental Damage Insurance

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.

Generic Lettings Risk Assessments and Emergency Procedures are completed by the Trust.



The Hirer must evidence that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the lettings. The minimum limit for this insurance cover is £5 million.

The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The Hirer must agree to indemnify the Trust in respect of any claims for injury to persons, or loss of or damage to property, arising out of the letting of the Trust's premises, except where such loss, damage or injury arises as the direct result of negligence on the part of the Trust, their servants or agents.

Safeguarding

Lettings will not be made to persons under the age of 18, or to any organisation or groups or individuals with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. This is at Athena Learning Trust's discretion. If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate safeguarding checks and abide by the Trust's Safeguarding Policy.

The Hirer must maintain and provide all required safeguarding information to the school and notify of any changes in staffing, responsibilities and absence. Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified.

Access

The responsibility for making sure that the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for inclusive access. The Trust Board reserves the right of access to the premises during any letting. Any conflicting requests for the use of the premises will result with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements. Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting but cannot be guaranteed. The Hirer must request via www.schoolhire.co.uk The Hirer shall not permit the parking of motor vehicles other than in those areas designated for that purpose and shall ensure that no obstruction is caused to exits, entrances or adjoining properties. All

vehicles are parked strictly at the owner's risk, and the school shall not be liable for any loss or damage caused to vehicles or their contents.

Policies

The school will make available to the Hirer copies of appropriate school policies eg. Lettings, Complaints, Equality, Safeguarding, Disability, Health & Safety, which the Hirer is required to comply with.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site be safe, fit for use and regularly PAT-tested. The intention to use any electrical equipment must be notified via www.schoolhire.co.uk

Premises, Furniture, Fittings and Equipment

The Hirer shall pay the cost of any reparation required. Use of materials for preparing floors for dancing is prohibited. 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 Estates Coordinator, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

The Hirer shall not, without the prior written consent of the school, attach or affix, by whatever means, any item to the walls or fabric of the building and shall not interfere with, change, repair, or alter in any way whatsoever, any electrical, gas or water fitting, furniture, item or equipment at the school during the period of hire.

Property of the school shall not be used or moved without prior authority. Any costs incurred in the reinstatement of their position or condition will be borne by the Hirer in the event of their having moved or used without proper consent. The equipment, fixed or otherwise, is to be used only with the written authority of the Site Manager. Every area as used by the Hirer, should be left at the end of each session in a usable and tenable condition with moveable furniture arranged as found.



First Aid Facilities

It is the responsibility of the Hirer to ensure there is appropriate first aid provision, and the Booking Form will specify that the Hirer will be required to make their own arrangements ie. trained personnel and provision of first aid kit, particularly in the case of sports and club lettings.

Food, Smoking, Vaping, Alcohol and Drugs

No food or drink may be prepared or consumed on the premises unless agreed in advance with the school, in line with current Food Hygiene Regulations.

All litter must be placed in the bins provided. No intoxicants/unlawful drugs or legal highs shall be brought onto or consumed/used on the premises.

The whole of the school premises, including the external areas, is a non smoking/vaping area. Smoking and the use of e-cigarettes is not permitted.

Alcohol must not be consumed on the school premises and grounds, with no exceptions.

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 or Site Manager is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

Behaviour

The school 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.

Other Restrictions

Gambling or any act likely to breach the regulations contained within the Gaming Act is strictly forbidden. Animals are not permitted to enter the school or its grounds without prior written approval from the school.

Site Security

The school will be responsible for the security of the premises before and after the hire. This cost will be included in the charge for the letting, unless other arrangements have been agreed with the Hirer. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures and fire risk assessments.

The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

Last minute cancellations/closures

The safety of our lettings users and the protection of school property is our utmost priority. In the event of extreme weather conditions, including but not limited to:

- **Heavy snowfall:** Making travel dangerous or site access impossible.
- **Flooding:** Affecting the school grounds or surrounding areas.
- **High winds:** Posing a risk of damage or injury.
- **Extreme temperatures:** Creating unsafe conditions inside the school buildings.

The school reserves the right to cancel any lettings booking at short notice. This decision will be made by the Trust Estates Coordinator and will be based on careful consideration of official weather warnings, local conditions, and risk assessments.

In the event of a cancellation:

- Lettings users will be informed as soon as possible via email or phone.
- Payment would be refunded in full.