

EXTERNAL LETTING POLICY

Date of issue: 01/09/2023

1. Introduction

- 1.1 The Two Counties 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 schools in providing the best possible education for their students, and any lettings of the premises to outside organisations will be considered with this in mind.
- 1.2 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.
- 1.3 The schools delegated budgets, which are provided for the education of students, cannot be used to subsidise any lettings by the community or commercial organisations. A charge will be levied to meet the additional costs incurred by a school in respect of any lettings of its premises. As a minimum, the actual cost to a school of any use of its premises by an outside organisation must be reimbursed to the school's budget.

2. Purpose

- 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 Two Counties Trust.
- To ensure that the out of hours use of a school site is not subsidised by the corresponding school budget and is sustainable.

3. Definition of a Letting

- 3.1 A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or an individual or group of individuals, or a commercial organisation. Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.
- 3.2 A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all students.
- 3.3 Use of the premises for activities such as staff meetings, parents' meetings, and extracurricular activities of students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

4. Charges for a Letting

- 4.1 The Headteacher is responsible for the determination of how charges will be made for lettings.
- It is determined that a charge will be levied which covers the following:
- Costs of services such as heating and lighting
 - Cost of staffing (additional security, caretaking, and cleaning, reception etc. - including "on- costs"
 - Cost of administration
 - Cost of "fair wear and tear"
 - Cost of use of school equipment
- 4.2 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.
- 4.3 The Headteacher, in conjunction with any delegated person, is responsible for setting charges for the letting of the school premises either directly or via any delegated lettings management agreement. Advice on what to include when determining a scale of charges should be obtained from the Corporate Services Director.



- 4.4 Each school will publish its own schedule of charges and will provide this in advance of any letting being agreed.

5. VAT

- 5.1 In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports and physical recreation lettings are subject to VAT (although there are exemptions under certain circumstances). For specific clarification on Lettings and VAT advice should be sought from the Corporate Services Director.

6. Management and Administration of Lettings

- 6.1 The Headteacher is responsible overall for the management of lettings, in accordance with The Trust 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 request for a letting is appropriate or not, he or she will consult with the Trust Central Team who are empowered to determine the issue on behalf of the school.
- 6.2 The Trust reserves the right to cancel any bookings where it considers:
- 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.
 - 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.

7. The Administrative Process

- 7.1 The Headteacher or designated person with responsibility for lettings shall ensure that a Lettings Agreement (Appendix 1) is completed by the Hirer. Hirers will also be issued with a copy of Terms and Conditions of Hire (Appendix 2), including details of school specific charges, health and safety requirements and fire procedures.
- 7.2 The school has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.
- 7.3 No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.
- 7.4 The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.
- 7.5 All amounts received by the school's lettings will be paid into the school's individual bank account, to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

8. Safeguarding

- 8.1 All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse. Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights.
- 8.2 We believe, therefore, that regardless of whether or not we are in loco parentis, both the school and the Lettings Organiser we have a duty of care to:
- Children and young people who take part in any activity.
 - Staff, including student helpers who are asked to take part in any activities.
 - Parents/carers of the children that are placed in our care.
- 8.3 Staff (and Letting Organisers/users) should always be aware of the needs of young people and be vigilant for any possible signs of abuse.
- 8.4 Staff should not spend time alone with young people, especially away from others. Meetings with individual



young people should take place as openly as possible. If privacy is needed, the door should be left partly open and other staff present or informed of the meeting.

- 8.5 Staff should not have unnecessary physical contact with young people. There may be occasions when physical contact is unavoidable or positively desirable or necessary, such as providing comfort or reassurance, or for physical support. Contact may also take place during sports. Physical contact should, however, only take place with the consent of the child and the purpose of the contact should be made clear.
- 8.6 It should be remembered that, on rare occasions, young people themselves can be responsible for abusing their peers. Therefore staff should never:
- Engage in sexually provocative or rough physical games
 - Allow children to use inappropriate language unchallenged (e.g. racist, sexist or homophobic comments)
 - Make sexually suggestive comments in front of, about, or to a young person, even in fun
 - Let allegations made by a young person go without being addressed and recorded
 - Deter young people from making allegations through fear of not being believed
 - Jump to conclusions without checking facts
 - Rely on their own good name to protect them (e.g. everyone regardless of position should adhere to these guidelines).

9. Conditions of Hire

- 9.1 Conditions of Hire are as shown in Appendix 2.

10. Public Liability and Accidental Damage Insurance

- 10.1 The hirer will be required to confirm that adequate and appropriate insurance cover is in place for the activity to be carried out. The hirer will also be required to maintain its own adequate public liability and hirer's liability insurance and provide a copy of this to the school annually.

12. COVID 19

- 12.1 The Two Counties trust will continue to assess risk, and look at the application of current COVID-19 guidance and how this relates to the risks in our workplaces. This will likely warrant changes in certain practices, and where this is the case we will look at the impact on general risk control procedures and measures, reassessing them if applicable. This includes building in suitable cover and capacity for safety critical processes. The overarching aim always being to reduce the risk to as low a level as is reasonably practicable and in doing so, protect staff, students and visitors. Suitable and sufficient Personal Protective Equipment (PPE) will be provided free of charge to employees. As the COVID-19 situation continues to develop, risk assessments and measures taken shall be updated regularly as new advice or information is provided.

13. General Data Protection Regulations

- 13.1 All data within this policy will be processed in line with the requirements and protections set out in the General Data Protection Regulation.



Appendix 1

Checklist for schools for Facility Hire

Overview

In order to ensure that safeguarding requirements are in place when school facilities are being hired to third parties, this checklist must be completed to ensure that the school has made the necessary checks in advance.

Checklist

Item	Checked (☑/☒)	Comments
Hirer has a health and safety policy in place		
Hirer has completed a risk assessment covering the activities to be carried out		
Hirer is briefed on fire evacuation procedures and ensures all users are also aware		
A code of conduct is in place for all users of the facilities		
Hirer has first aid arrangements in place		
Agreement is in place between the Trust and the Hirer which includes all of the requirements of the Trust's standard Conditions of Hire contained in the TTCT External Lettings Policy.		
Evidence of own public liability insurance cover supplied and approved		

Does the letting involve working with children and young people? YES / NO

Where facilities are to be used by children or young people or where they may be present in or around the area to be let the following requirements are mandatory:

Item	Checked (☑/☒)	Comments
Hirer has procedures to collect emergency contact details for each child (more than one contact per child)		
Hire has a safeguarding and child protection policy in place		
Hirer has a member of staff who is DSL trained		Name(s):
Hirer has safer recruitment practices in place		
Hirer carries out checks on volunteers and has records of which volunteers are on site		
All adults are enhanced DBS checked		
All adults have received at least annual training on KCSIE		
A process for making referrals to children's social care or equivalent is in place		

All the above checks are complete and I am satisfied that the letting may go ahead.

Member of staff completing form		Signed		Date	
School DSL		Signed		Date	
Headteacher		Signed		Date	



Appendix 2

Terms and Conditions for the Hire of the School Premises

Hire of School Premises: XXX

(please insert school name, address & postcode)

Educational buildings and facilities are generally available when not required by the Trust for the purposes of education. Use of these premises is subject to various conditions, regulations and charges.

1. Interpretation

- Hirer: person making the application for a letting who will be personally responsible for payment of all fees or other sums due to respect of the letting.
- Trust: means the Two Counties Trust.
- School: which means the relevant Two Counties Trust School hiring out their premises in this agreement.

2. The Term of this Agreement is as stated on the Agreement form.

3. The Hirer is considered to be the person signing the Agreement form.

In signing this form the Hirer not only acknowledges receipt of the Terms and Conditions of hiring the school premises but is also deemed to agree to ensure compliance of them.

In exceptional circumstances it may be necessary for the school to cancel a booking, in which case the deposit will be returned. As much notice as possible will be given, generally not less than 7 days and where possible an alternative will be offered. The school or the Trust will accept no liability in respect of communications incurred by the user due to such cancellation.

4. Use and Access

- The school permits the Hirer to access and use of the facility on the agreement form on the times specified on the same form.
- The school does not warrant that the facility is fit for the purpose of the hire.
- The school retains the right to access the school premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by school staff.
- The Hirer is responsible for ensuring good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period use. The school reserves the right:
 - To have a representative present at any function/hiring
 - To inspect the proceedings at any time
 - To put a stop of any entertainment or meeting that is considered not to be properly conducted or liable to cause offence.
- The facility within the school hire remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy
- Entrance to the school will be via the main entrance, which will be opened at the agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use.
- The Hirer is responsible for the proper use of facilities (specialist equipment is not generally available, e.g. interactive whiteboards, IT equipment, PA System, cooker, etc. unless pre-arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.
- Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of equipment.
- In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean, tidy and satisfactory



condition. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

- The Hirer must only use the area of the building they have hired and must observe any instructions given by the school concerning the area available. The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the school.
- The toilets are available to use.

5. Restrictions on Use

- The Hirer shall not use the premises for any illegal purposes or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the school or any owner or occupier of neighbouring property.
- The Hirer shall not make any alterations or additions to the premises, shall not affix any items to the premises and no interference is to be made with Schools property/equipment or other parts of the building which do not form part of this hire agreement. The hirer must not interfere with the fabric, fittings or contents of the premises in any way.
- If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of the hire period.
- Any storage space must be agreed with the School before using.
- The use of school equipment must be agreed in advance of the letting.
- Alcoholic Drinks - approval by the School is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a licence. It is the responsibility of the Hirer to obtain the licence and a copy must be provided for the school. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a licence for the function for which approval has been given. Unconsumed liquor, bottles, bottle cases, glasses and similar must be removed from the premises immediately after the function has ended.
- Illegal drugs are not to be brought onto or consumed on the premises.
- No items of a flammable, dangerous or noxious character may be brought onto the premises, including fireworks, confetti or gas (gas fuelled BBQs may be used in the school grounds, subject to the approval of the Headteacher)
- Smoking is not permitted anywhere in the school building or grounds.
- No betting, gaming or gambling is allowed on the Premises.
- Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises.
- For security reasons, the Hirer does not have access to the school telephone. Hirers should acquire a mobile phone for use in an emergency.
- No changes to fixture or fittings should be made to the property. No changes to fixture or fittings should be made to the fabric without prior approval.
- Appropriate foot wear must be worn in the premises, particularly in the school Hall/Gyms where no footwear must be worn that might risk damage or mark the floor.
- Numbers - The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the school or lettings partner. Failure to comply with this condition will result in the immediate termination of the letting without refund.

6. Hire Fee and Deposit

- The Hire Fee per session and is payable in advance or in the case of a regular booking, payment will be required at the end of each term.
- The school reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.



7. Condition and Damage

- If hired the Hirer will keep the school playground/field in a clean and tidy condition when in occupation. The premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

8. Insurance & Indemnity

- The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff or helpers.
- It is the responsibility of the Hirer to effect adequate public liability insurance and is required to provide a copy to the school.
- The school may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the premises for commercial or business purposes) and would find it difficult to obtain.
- The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions that there is no damage to the fabric of the building, furniture and fittings of any school equipment.
- The Hirer shall indemnify the school when signing the application & agreement forms against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the school or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- The effect of this is that the Hirer will be liable to indemnify the School for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.
- It is the hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.
- The Trustees/local governing body do not accept any responsibility for any accident or injury or loss of property.

9. Loss

- The school does not accept liability for any loss, theft or damage to property brought onto the Premises by or on of the Hirer or damages to vehicles parked in any carpark provided or injury to any persons however caused.
- The School shall not be liable for any loss of damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the premises

10. Assignment

- This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Health and Safety

- The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- The Hirer should, as far as possible, have any accurate list of those present.
- Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment) Lower voltage equipment must also be safe and in good condition. Permission should be obtained from the school in advance if the hirer wants to bring electrical



equipment onto the premises. The hirer should provide insurance for these items. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises.

- The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.
- Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
- In the event of an incident or near miss
 - All incidents must be reported to the school where an Incident Report will be completed via the Every Management System. A copy of which will be made available to the Hirer, who in turn must ensure that an investigation is undertaken and findings reported to the school.
 - A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment, then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities.

In the event of a fire

The Hirer will call the Fire Service (if school staff are not present and supporting the activity)

All users will evacuate the building via the nearest fire exit and muster at the designated point.

Users must not enter the building until the 'all clear' has been given. School staff or the Fire Service will give this.

- Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- The Hirer will immediately inform the School of any emergency, accident, injuries or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- No combustible materials are to be used within the school, except with the express approval of the Headteacher
- The Hirer shall be deemed to be the nominated responsible person to be in charge of and upon the premises at all times during the period of the letting.
- The hirer must make her/himself aware of the Trust's Health and Safety Policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.

12. Safeguarding and Child Protection

- Hirers providing services to children must have policies and procedures in place to ensure children's safety. Safeguarding is of utmost importance and the following arrangements must be in place as a minimum:
 - The hirer must have appropriate safeguarding and child protection policies in place and confirm this in writing prior to the start of the letting. The School/Trust reserves the right to inspect these policies as needed. Any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School or Trust upon request.
 - The hirer must be provided with the contact details of an appropriate member of staff at the school (normally the Designated Safeguarding Lead) to liaise with in respect of any safeguarding matters.
 - The school must be provided with the contact details of any individuals who are responsible for dealing with
 - matters on behalf of the hirer.
 - The hirer must have regard for the guidance set out in the DfE document "Keeping Children Safe in Out of School Settings".
- Behaviour and Supervision - In conjunction with the Safeguarding Statement above, children must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those attending the function, including keeping noise at a reasonable level as determined by on-site staff.



- At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted to control the movement of the children as required by the Children's and Young Persons Act 1933.
- These safeguarding requirements are mandatory and failure to comply shall lead to termination of the agreement.

13. Licences

It is the Hirer's responsibility for ensuring that any necessary licences required for a particular event have been obtained. The Hirer will indemnify the School and The Trust against any action brought about by failure to obtain the necessary licences: The following may be required: - Theatre Licence, Copyright/Royalty licence, Performing Right Licences, Cinematography licence, Justices Licenses, (i.e. alcohol), music, singing & dancing.

14. Car Parking

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

15. Cancellation

By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The School will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

16. Advertising

The Trust must approve of all advertising concerning the use of the premises.

17. Conditions of Hire

The hiring of school accommodation is permitted only on these conditions. Acceptance of a booking confirmation is deemed to be acceptance of these conditions.

