



Lettings Policy

Effective from 1 September 2024

See amendment record for policy history

1. Scope

The Trustees recognise that the Trust premises and equipment represent a significant public investment, are a valuable community resource and thus the need for it to be fully utilised. This policy covers the hire of Trust premises and equipment to individuals, organisations and businesses across all Trust Schools.

The aim of this policy is to:

1. safeguard Trust premises and equipment;
2. maximise the use of Trust premises and equipment;
3. ensure that minimum disruption occurs to the education of the students within the Trust and members of staff working therein;
4. ensure that the lettings are not subsidised by the Trust;
5. whilst the trust intention is to offer facilities that actively support the community that must ensure this is in a manner that protects the reputation of the trust schools and contributes to the trust board's agreed financial objectives.

2. Requirements

Primary Use

While lettings income helps support the Trust's budget, the Trust wishes to ensure that the primary use of its premises and equipment is for educational purposes. The following groups of users are shown in their order of priority in the event of a dual request for usage.

Statutory Users

Usage laid down by statute will not be frequent but must be accommodated and at a rate to recover costs.

Examples of statutory users include:

- Parish or Parochial Church Councils;
- Returning Officers in respect of parliamentary, local elections.

The charging of a rent to statutory users is prohibited by law although any specific costs associated with the letting may be charged, for example:

- additional cleaning and caretaking outside normal contract hours;
- additional caretaker presence for security purposes, but only if necessary and incurred;
- the costs of lighting and heating the school if it has been used only for such statutory purposes and closed to pupils.

Designated Users

These are users linked to the provision of education. They should have priority of access except where a clash with statutory usage cannot be avoided. They should not be charged a higher fee than that which allows Trustees to recover the costs of providing the facilities.

Examples of designated users include:

- PTAs;
- School staff activities;
- Adult education programmes;
- Duke of Edinburgh Award scheme.

Private Users

Charges will be set and priority accorded as detailed in Appendix A & B. Examples of private users include:

- Private individuals;
- Businesses;
- Charities;
- Local associations and guilds.
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Any organisation or individual may apply to use the Trust's facilities, but it shall be to the discretion of the Trust to accept or reject the application. Local organisations shall take precedence.

3. Changes to the Policy

No member of staff is allowed to amend this policy or the terms and conditions for the hire of premises or equipment without formal written referral to the Finance, Audit and Risk, Committee (FAR) and the Board of Trustees for approval before so doing.

4. Applications for Use

In accordance with the directions set out in this policy, the Headteacher, in conjunction with a member of the Trust Executive Team, Chief Executive Officer, Chief Finance and Operations Officer, Executive Director of Education, (CEO/CFOO/EDE) have been granted delegated authority by the Trustees to accept applications for the hire of premises and equipment. The day-to-day management of lettings is further delegated to nominated Lettings Officers, who sit within both school and Trust support teams. The Headteacher, in conjunction with a member of the Trust Executive Team will consider the nature of the event in terms of its suitability.

The Trust reserves the right to:

- refuse an application without giving a reason;
- have a representative present at any function;
- terminate an activity not properly conducted.

The Lettings Officers, shall arrange for a list of approved organisations to be maintained. The Headteacher, in conjunction with the Lettings Officer and Trust Executive Team can refer all applications for use of a sensitive nature to the Trustees for approval.

All applications for the hire of premises and equipment shall be made through School Hire www.schoolhire.co.uk. A copy of the conditions of hire can be found on School Hire. All hires must comply with the Terms and Conditions set through School Hire. www.schoolhire.co.uk

5. Scale of Charges

The following principles have been adopted in determining the scale of fees and charges.

- The minimum hire period in respect of any one date is 1 hour.
- Bookings must run to time and include a get in/get out period either side of the booking to ensure adequate checks/cleaning can take place.
- Discounts may be granted at the discretion of the Trust Board.
- VAT will be applied to all transactions at the prescribed rate where appropriate.

6. Health, Safety & Welfare

The hirer undertakes to ensure that the health, safety and welfare of those using the school premises and equipment during the period of hire is maintained. The hirer will, therefore, be required to carry out their own risk assessments in respect of the premises or equipment hired and to take such steps as are required to mitigate any risks identified.

These may include:

- the provision of information or training to attendees in the use of facilities or equipment;
- the purchase of protective clothing and protective equipment;
- additional insurances above those maintained by the school for the protection of persons on its premises.

The hirer shall acquaint themselves with all fire signage, and the use of fire extinguishers where they are in place. They shall carry out their own fire drills and organise their own fire procedure.

The hirer shall provide their own first aid equipment and trained personnel.

The hirer undertakes to report to the school any hazards noted during the hire period, via School Hire.

The hirer shall only bring mains powered electrical equipment onto the premises where it has a valid test and inspection certificate. The certificate should be no more than one year old for earthed equipment and less than 4 years old for double insulated equipment.

The hirer will not have access to the school's telephones. Instead hirers should have their own mobile phones in the event of an emergency. Should an emergency occur the hirer shall contact the duty caretaker either at the school.

Smoking is not permitted anywhere on any Trust land; this includes the use of e-cigarettes.

Animals other than guide dogs are not permitted on Trust grounds.

No combustible materials must be brought onto school grounds.

The hirer must ensure that noise levels are kept to an acceptable level, before, during and after their letting. Consideration for neighbours within the local residential area.

The hirer must consider availability of parking. Parking needs to be lawful and needs to take into consideration local residents etc.

7. Licences

There are a variety of licences that may be required for different types of function. The requirement is on the hirer to find out which are necessary and inform the school prior to the event taking place. The hirer undertakes to indemnify the school against any action brought about by failure to obtain the necessary licence(s). These may include:

- Theatre;
- Copyright/royalty;
- Alcohol;
- Cinematography;
- Music, singing and dancing.

8. Insurance

Applications to hire school premises or equipment shall be considered as to their effect on the Trust insurance policy. The Trust Executive Team may have to contact the Trust insurers where the extent of insurance cover for the event type is unclear.

The hirer shall be recharged in respect of any additional insurance costs associated with the event.

Users are required to hold own public liability insurance no less than £5 million.

9. Alcohol

Applications to let premises where alcohol is to be served shall require the approval of the Finance, Audit and Risk Committee of the Trust Board and all permits needed for the event must be provided in advance of the event. If permits and / or licenses are revoked before the event, no refund will be given. The sale of alcohol requires a licence. The hirer undertakes to remove unconsumed liquor, bottles, glasses. from the premises once the hire period has ended.

10. Security Arrangements

While it may not be necessary to maintain a caretaking presence when premises are let, the Trust reserves the right to do so. Any costs associated with maintaining this presence will be payable by the hirer.

The exact arrangements for the security of premises and equipment will be negotiated on an individual basis and the arrangements recorded for the record.

11. Cleanliness and Tidiness

Premises and equipment must be left in a clean and tidy condition with any furniture used returned to its original location. All litter is to be cleared up after each session.

12. Damage

Any damage caused to Trust property will be the responsibility of the hirer. The hirer shall discuss the damage with the School and notify the Trust and it shall either be replaced or repaired to the satisfaction of the Trust with all costs being met by the hirer.

13. General Indemnification

The hirer shall indemnify the Trust against any claim arising out of the death, bodily injury, loss or damage to a person or property caused by the negligence of the hirer or any other person using the premises with the permission of the hirer.

14. Conditions of use and Payments

The use of school facilities is subject to the terms and conditions applicable to property owned by Devon County Council. In particular, attention is drawn to the following arrangements.

- Payments are to be made on School Hire via card at the time of the booking unless it has been agreed by the Finance Office to pay via BACS. Payment is to be made on the 1st of every month.
- The Trust Executive Team may require an additional refundable deposit over and above the general hire charge as security against the loss or damage to premises or equipment or the facility being left in an unacceptable condition necessitating additional costs for cleaning, repair etc.
- Cancellations must be made through school hire. Where a cancellation is requested, the following will apply:
 - Cancellations made less than 7 working days prior to the date of the booking will incur the full booking fee.
- Should the Trust find it necessary to cancel the booking as much notice will be given as possible, generally not less than 24 hours. Alternative accommodation will be offered where possible. If this is not possible a full refund will be made. The Trust accepts no liability in respect of any additional costs incurred by the hirer
- Only basic equipment (tables & chairs) will be included, unless specifically requested. For the gyms and playing facilities, showers are available if requested in advance, and charged separately.

- The person requesting the letting must accept responsibility for the supervision of activities, the conduct of those attending, respect for health and safety regulations, and for first aid. For hazardous activities (including all sports, and the use of laboratories or workshops) the person providing tuition or supervision must be appropriately qualified and fit to take the activity.
- The person requesting the letting must apply for any licences required for music, performance or sale of liquor.
- Alcohol is not permitted on site without the express permission of the Trustees of the Trust.
- **VAT** is somewhat complicated but, as a general guide, classrooms are exempt but VAT must be charged on specialist equipment. VAT is charged on all sporting facilities – except when a single booking and payment is made for regular training or match sessions of at least 10 sessions, with no more than two weeks between each session (VAT may become due, therefore, if a match cancellation is made.)
- Sub-letting is not permitted.

15. Booking

Bookings and Expressions of interest can also be made via www.schoolhire.co.uk or via email lettings@ivyeducationtrust.co.uk or via telephone on 01626 870317 option 8.

16. Review of the Policy

Trustees will review the policy annually and as required.

AMENDMENT RECORD

DATE	BY	NATURE OF CHANGE	NEXT REVIEW
17/01/2020	S Deeming	Policy amendment to include all Trust schools and TES	
22/06/2021	S Deeming	Changes to terminology and addition to facilities at Kenn/Kenton and Cockwood	
06/09/2021	S Deeming	Amendment to evening and weekend bookings.	
05/05/2022	G Willis	Amend contact email address and phone number for lettings from schools to Trust.	
19/07/2022	N Hill	Change of name to Ivy Education Trust, addition of new schools and removal of those that do not let their facilities.	As required and no later than July 2023.

21/10/2022	G Willis	Update to text within "10. Payment" in line with SchoolHire.co.uk schedule.	As required and no later than July 2023.
21/06/2023	C Povey on behalf of J Lasker	Terminology changed from COO to DOO and CPO deleted and added EDE Changes to Appendix A to G Changes to Appendix B Alive including price increases and deletion of conditions of use as School Hire now used	As required and no later than July 2024.
05/07/2024	C Povey on behalf of J Lasker	Deletion of Appendix A, statutory users, designated users, private users, standard rate, discounted rate Deletion of pages 9 and 10 (charges).	As required and no later than July 2025.
July 2025/FAR September 2025	J Lasker/FAR	Reviewed in line with policy review schedule. Changed option phone number for Lettings. No other amendments at this time.	As required and no later than July 2026.
November 2025	J Lasker/FAR	Change to cancellation requirements.	As required and no later than July 2026 (for September 2026)
July 2026	AW/FAR	Revision to cancellation requirements. Update to Executive Team members. Addition of line regarding sub-letting. Removal of requirement to bring operational hire charge reviews to Trustees.	As required and no later than July 2027 (for September 2027).