



Bronte Academy Trust

Lettings Policy

Reviewed By	Approved By	Date of Approval	Version Approved	Next Review Date
Working Party	JB	25 June 18		25 June 20
DH	JB	13 Jan 20		13 Jan 22
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STATEMENT OF INTENT

Bronte Academy Trust aims to maximise the use of all its facilities. The intended purpose of the Trust's facilities is to benefit the school community; however, the Trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The Trust endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the Trust expects hirers to follow when using the facilities.

1. LEGAL FRAMEWORK

This policy has due regard to relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- The Health and Safety at Work Act 1974
- Health and Safety (First-Aid) Regulations 1981
- The Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy had due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent Duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2025) 'Keeping children safe in education 2025'

This policy operates in conjunction with the following Trust policies:

- First Aid Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Manual Handling Policy

2. ROLES AND RESPONSIBILITIES

The board of trustees, or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently across the Trust
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises by an external party
- Overseeing the marketing of the facilities to ensure their use is maximised. The headteacher will be responsible for:
 - Acting as, or appointing a designated premises supervisor
 - Working with the site manager to assess whether or not the premises is suitable for hire in its current condition
- Ensuring the Trust has the correct insurance for hiring out the premises
- Checking the hirer has adequate public liability insurance
- Accepting and rejecting applications to hire the premises

- Working with the site manager to ensure the premises is fit for use by hirers
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy
- Ensuring the Trust adheres to its Premises Management Policy
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy

The site manager or equivalent will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer
- Working with the hirers to ensure high levels of security are maintained
- Showing the hirers how to properly open the premises and secure and lock the premises after use
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities
- Organising any repairs and / or replacement of equipment

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself
- Ensuring all related visitors and volunteers have signed in during their period of hire
- Leaving the premises in a clean and tidy condition
- Working with the site manager or equivalent to ensure that the premises are secure after use
- Obtaining adequate public liability insurance to a minimum of £5 million
- Providing the head teacher with proof that they hold a current and relevant insurance policy
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the head teacher
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within
- Informing the head teacher of the activities that will be undertaken on the premises and of any changes to these activities
- Reviewing and adhering to the Letting School Premises Risk Assessment

3. APPLICATIONS

Potential hirers will contact the school at least two weeks before they wish to use the premises

Prospective hirers can apply through an application form which will be submitted in writing or email to the school office. For regular hire, only one application form needs to be submitted; however, all the requested dates should be noted. Hirers will explain their desired use of the premises when completing their application form

After receiving the application to use the Trust's premises, the head teacher will speak to the CEO about whether the premises are suitable for the hirers needs

If the application is rejected, the headteacher will contact the application, either by telephone or email, to clarify the Trust's response and outline the reasons for rejection

Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the Trust premises, all bookings the hirer has made with the Trust will be cancelled.

If the Trust intends to sub-let part of the site to a commercial business, it will seek permission from the DfE and complete a property information note (PIN)

4. FEES

The Trust requires a 5% deposit of the overall fee to be paid to the Trust to secure a booking

The remaining amount is to be paid before or on the requested booking date.

Hirers should give the Trust as least 2 weeks' notice if they wish to cancel their booking.

If the Trust receives inadequate notice of cancellation, (less than 14 days) the Trust may keep the hirer's deposit to account for any loss of earnings.

Trust staff, on behalf of the Trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the Trust until they have paid the full amount.

The Trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the Trust reserves the right to charge for repairing or replacing the equipment.

CHARGES

Daytime – term time (8.00am – 6.00pm)		Evenings – term time (6.00pm onwards)		Weekends - (9.00am – 5.00pm)	
Charitable organisation	Non-charitable organisation	Charitable organisation	Non-charitable organisation	Charitable organisation	Non-charitable organisation
£0.00 per hour	£15 per hour	£12.50 per hour	£17.50 per hour	£20 per hour	£25 per hour
Bronte Academy Trust will apply a 5% discount for bookings taken for a full term.					
Bronte Academy Trust will apply a 10% discount for bookings taken for a full year.					
If you would like refreshments, this can be provided at an additional cost. Please ask the individual school for costings.					
Please note, this facility can only be provided during the working week and not holidays and weekends					

5. HEALTH AND SAFETY

Risk assessments

The Site manager and headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities, and shown to the site manager to approve.

Emergencies

In case of an emergency, the on-site telephones can be used to call the emergency services. All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephone not be accessible.

First Aid

Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises. They will ensure they provide their own first aid equipment.

Asbestos

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the Trust's incident reporting procedures.

Smoking and alcohol

Smoking will not be permitted on the premises at any time. Alcohol will not be brought on to, or consumed on, the premises unless the Trust holds a licence to sell alcohol and this has been agreed with the headteacher.

6. SAFEGUARDING

The Trust will ensure that appropriate arrangements are in place to keep children safe during the hiring out of Trust premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy.

The Trust will ensure safeguarding requirements are included in any transfer of control agreement as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the CEO prior to approval.

When determining whether to approve an application, the CEO will consider the following factors:

- The type of activity
- Possible interferences with Trust activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The Trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the Ethos of the Trust

An application will not be approved if it:

- Is aimed at promoting extremist views
- Involves the dissemination of inappropriate materials
- Contravenes the statutory Prevent duty
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Trust, balanced or outweighed by freedom of expression of artistic merit)

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the Trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Trust will contact the police who will remove the person or group from Trust premises.

All hirers will read and review the Trust's Child Protection and Safeguarding Policy.

7. USING THE SITE

The hirer will liaise with the site manager or equivalent to ensure the school remains secure before, during and after use

Hirers will be given an emergency contact number for the site manager or equivalent in case of any security breach or emergency.

The premises will not be available to hirers after 10.00pm and will need to be vacated by this time, to avoid any noise complaints from neighbouring residents.

The site manager or equivalent will remain on site until 6.00pm to hand over control of the premises to the first hirer of the evening

The site manager or equivalent will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day

The Trust uses a 'three strike rule' when handling noise complaints lodged against the hirers; however the Trust reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended
- Strike two – hirers will receive a second verbal warning and a letter explaining that the Trust takes a zero - tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so
- Strike three – the hirer will be barred from booking the school premises for any activity. The Trust also expects the hirer to issue an apology to the school and complainant in writing

If the school receives an allegation regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the LA designated officer.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager or equivalent. This agreement must include a maximum noise level which is not to be exceeded

The school's car park (if applicable) is available to hirers during their time on the premises; however, the Trust and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the site manager will ensure the Trust premises remain accessible to the emergency services, should they be required.

8 EQUIPMENT

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the Trust to use any additional equipment once the form has been submitted

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the headteacher. In the event permission has been granted, the site manager or equivalent will oversee the move

If a furniture move has been agreed, the hirer and site manager or equivalent will negotiate restoring the premises back to its original state

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or new replacements

Any seating provided is limited to the number of chairs on the premises

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms

The Trust and school cannot be considered responsible if any of the hirers equipment is damaged, stolen or lost whilst being on the premises

Hirers will report any stolen or missing equipment to the site manager or equivalent immediately

Food and drink may be prepared on the premises; however, hirers must seek permission from the Trust.

The hirer will prepare food and drink in line with current food hygiene regulations

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the headteacher.

9 MONITORING AND REVIEW

This policy will be reviewed on a bi-annual basis by the Board of Trustees and the Chief Financial Officer

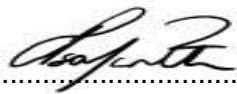
Declaration of Responsibility

This Lettings Policy was reviewed and formally adopted by Bronte Academy Trust on

.....24 March 26.....Date



.....Signed Chair of Trustees



.....Signed Chief Executive Officer

PREMISES APPLICATION FORM

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact Number:	
Email Address:	
Payment Method	
Requirements	
Date of Hiring:	
Time of Hiring:	
School:	

Room(s):	
Details of any equipment you will be using on the premises:	
Purpose	
Details of the event:	
<p>Will you be working with children and / or young people?</p> <p>If yes, have you attached a copy of your Child Protection Policy?</p>	
Expected Attendance:	
<p>By signing this document, I acknowledge that I have read, understood and agreed to the terms of this Letting Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct</p>	
Print Name:	
Signed Name:	
Date:	