



**TRINITY
ACADEMY**

Lettings Policy

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1. Introduction

This document is a statement of rationale, purpose and procedures for implementation of Lettings at Trinity Academy.

Rationale

- 1.1. The Trust has the benefit of outstanding facilities across its schools that it is keen to make available to the local community and beyond. Use of school sites can benefit schools, their pupils and their parents as well as the Hirers. The aim of this policy is to ensure that these benefits are realised whilst providing for the health and safety of all involved.
- 1.2. It is the intention of CST and Trinity Academy to promote and permit lettings in the School where they support the local community and/or generate income.
- 1.3. Organisations / individuals whose purpose, beliefs or aims are not aligned to those of the School and Trust in relation to safeguarding and promoting the welfare of children will not be allowed to let any part of Trust premises at any time.
- 1.4. The use of the Trust premises is permitted by the Trust on the understanding that the following rules are adhered to at all times. Failure by the Hirer to comply with any of the following regulations where applicable, whether intentionally or not, may be deemed by the Trust to be just cause for the immediate cancellation of any lettings or series of lettings.

Purpose

- 1.5. To provide the School and Hirers with a clear understanding of their responsibilities.
- 1.6. To set a consistent approach to lettings.
- 1.7. To maximise the effective use of the School's building, grounds and 3G pitch to the benefit of the School and its community.
- 1.8. To use any profit to the benefit of the education of the pupils who attend the School.

2. Procedure

- 2.1. Initial enquiries should be made via lettings@trinityacademybristol.org or to the School's Finance and Lettings Administrator.
- 2.2. In some cases visits may be appropriate prior to applications being made. All applications must be submitted using [Trinity Academy Hire Agreement](#) google form and must be completed in full. Failure to do so may result in the application not being approved or the booking being canceled

- 2.3. All applications must be completed with a minimum of three weeks notice prior to the commencement of the event. Where the proposed date of use falls within a school holiday, the application must be received at least 21 days before the end of term.
- 2.4. The Hirer must personally sign (albeit electronically) the application form and may not assign or sublet the premises or grounds hired. The person signing the application form, on behalf of their organisation, (referred to as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to. The Hirer must be over 18 years of age. Once the Hirer has received agreement from the School to use School premises, (s)he is automatically bound by all terms and conditions of usage of the premises. The School has the right to vary these terms and conditions at any time.
- 2.5. The Hirer and any members of their staff must provide a form of ID to accompany the application form and this must be seen and approved by a representative of the school as part of the application process.
- 2.6. It is the responsibility of the Hirer to complete their own risk assessment having due care to the regard of the nature of the event/activity, the equipment being used, the age of the children/adults taking part and the premises being utilised. A copy of the risk assessment must be attached with the application form.
- 2.7. A copy of insurance cover of the applicant, risk assessment of the premises that they have undertaken, assurance that DBS checks of the applicant and staff members that will be using the facility have been undertaken and any qualifications required by staff must also accompany the application form (please see bottom of Application form for summary of required documentation).
- 2.8. Where keys and/or key cards are to be provided to the Hirer, the Hirer must sign the Keyholding Undertaking which forms part of the Hire Agreement. Long term lets may be allowed to lock up the school. In these, limited circumstances, the Hirer will receive training on how to operate the school's security system and how to lock the building securely.
- 2.9. All lettings must be approved by the Finance and Lettings Administrator (in communication with the Senior Leadership Team). All lettings must be approved. No letting shall be considered approved or any change confirmed until approved by the School. Approval will be communicated to the Hirer in writing by the Finance and Lettings Administrator.
- 2.10. The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.
- 2.11. The School may cancel any letting at any time; either the fee will be refunded, or an alternative date offered, except in the case of misconduct.
- 2.12. The School reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property. The Trust may exercise this right or

authorise any other person to do so. Special conditions will be notified to Hirers and may include any requirements considered by or on behalf of the Trust to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or any animal, animals or equipment, the giving of bonds or the effecting of insurance.

- 2.13. The School reserves the right of access to the premises during any letting. The Headteacher or members of the School's staff may monitor activities from time to time.

3. Charges

- 3.1. All charges must be paid within 15 days of the invoice date by BACS with the reference and account codes quoted on the invoice. A minimum let is 1 hour.
- 3.2. Charges will be made at rates which will be determined from time to time by the School and shall be liable to change without prior notification. We reserve the right to require a deposit in advance of the booking. In cases where the incorrect charge has been quoted, the School reserves the right to charge the correct rate, although the Hirer may consider the booking cancelled.
- 3.3. The School does not undertake to refund any charge on cancellation of a booking by the Hirer unless 21 days' written notice of the cancellation has been given in writing.
- 3.4. It is the Hirer's responsibility to notify participants in writing (where appropriate) of any changes in dates or venues or cancellation at least a week in advance.
- 3.5. A 4 weeks notice period will be expected from all Hirers in relation to cancelling a long term, repeat booking.

4. Care of premises

- 4.1. The Hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.
- 4.2. The Hirer is liable for any damage, loss or theft of school equipment they are using and for the equipment's safe and appropriate use and is required to pay to the School/Trust the cost of making good any damage to the property or to any fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage arising from the hire must be reported to the School. The Hirer is required to clear away any rubbish and leave the premises and / or grounds in the condition in which they were found. The Hirer shall be responsible for reimbursing the School/Trust for any additional costs incurred in cleaning the premises and / or grounds after a letting.
- 4.3. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or moved without prior approval of the School/Trust. Any movement of furniture required must be

undertaken by the Hirer under the direction of the Site Team/School. Standing on seats, furniture, windowsills etc. is not permitted. Any furniture used must be returned to its original position at the end of the hire period.

- 4.4. No additional staging, curtaining, scenery, fixtures, fittings or decorations may be installed without the prior consent in writing of the School/Trust. Any such alterations and additions as may be authorised shall be purely temporary arrangements requiring no permanent fixings which would damage or disfigure any part of the premises. Any temporary arrangements such as curtaining, or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the Trust premises nor taken away while the School is in session. Any alterations shall be returned to their original state immediately after usage, at the expense of the Hirer.
- 4.5. Chalk resin or polishing materials may not be used on floors.
- 4.6. No alterations or additions to the electrical installations at the School may be made without previous consent in writing of the Trust. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Trust and shall be reinstated forthwith at the expense of the Hirer to the satisfaction of the Trust. The intention to use any electrical equipment must be notified on the application.
- 4.7. The Trust will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- 4.8. The Hirer must bring all equipment on site for each use. There are no facilities in the school to store materials between use.
- 4.9. The Hirer is responsible for informing the School/Trust of any person sustaining injury or loss on the Trust premises during the period of the let. This information must be presented in writing to the School/Trust within 24 hours of the event. Any further information required by the School/Trust must be made available on request.
- 4.10. The Hirer must have vacated the premises at the agreed finishing time of their let. The Hirer must ensure that the period for which they have hired the Trust's facilities allows for setting up and putting away any equipment. If the period of usage exceeds the period hired, then the Hirer will be liable for a minimum penalty of 1-hour hire charge for each area hired. The School/Trust will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.
- 4.11. It is the responsibility of the Hirer to ensure that they provide adequate supervision to prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the area hired for the function.
- 4.12. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
- 4.13. Appropriate footwear to be worn. No stiletto heels or similar objects are allowed in the gym, dance and indoor sports areas - users must wear trainers suitable for indoor use. Only 3G boots to be worn on the 3G pitch.

- 4.14. The School/Trust does not provide access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.
- 4.15. The School/Trust does not provide first-aid medical facilities for Hirers. The Hirer should have a member of staff who is first aid trained and access to a first aid kit. It is the responsibility of the Hirer to check the qualifications of those supervising activities that are considered to be of a hazardous nature (eg. karate, gymnastics, judo etc) or where the club/organisation is for young people under the age of 18. A copy showing proof of this must be attached to the application form.
- 4.16. The School/Trust may provide and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.

5. Security

- 5.1. The School may provide and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.
- 5.2. Alternatively, the School may approve for the Hirer to be a key holder and operate the security system. The Hirer will receive training on how to operate the School's security system and how to lock the building securely. The Hirer will not pass the keys to any other person without direct permission of the school. The Hirer will be responsible for any fees incurred by the School as a result of the alarm malfunctioning or being improperly activated by the Hirer, their staff or participants.

6. Equipment and accommodation

- 6.1. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the School/Trust. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
- 6.2. Chairs installed in the premises may be used by special arrangement with the School/Trust, but the School/Trust does not undertake to provide suitable chairs or seats for use by the Hirer. Any furniture provided by the Hirer must be removed immediately after the end of the letting.
- 6.3. Any IT/AV equipment that you bring onto the premises must carry a valid and up to date PAT certificate.

7. Conditions of premises

- 7.1. The Trust gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.
- 7.2. Where facilities booked by the Hirer turn out not to be available during the letting, the Trust will consider applications for ex gratia refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Trust decision shall be final in respect of any refund made.

8. Sports Hall

- 8.1. Hire of the Sports Hall shall include use of the following equipment and only that equipment:
 - Fixed equipment such as goals, nets, and posts.

9. Concert Hall

- 9.1. Hire of the Performance Hall shall include use of the following equipment and only that equipment:
 - Fixed equipment such the projector, bleacher seating and stage. (To be set up by the school by prior arrangement).
 - Limited use of lighting systems on pre-arranged settings.
 - Use of the control room by prior agreement. Use of the hall lighting and sound equipment requires specifically trained staff. With sufficient notice training and use of the equipment may be provided at a cost.
 - Use of loose chairs if required. (Linked together in accordance with the school's risk assessment).
 - ICT equipment must be provided by the Hirer and the school accepts no responsibility for any items not interfacing with equipment.
- 9.2. Any Performances held within the Performance Hall must include provision of a minimum of 20 seats to be made available to the local community via the School. Where tickets are sold for such performances, these should be offered to the local community with a 75% reduction on the standard ticket price.

10. Dance Studio

- 10.1. Hire of the Dance Theatre shall include use of the following equipment and only that equipment:
 - Smartboard, desktop and speakers.

11. Classroom

- 11.1. Hire of a Classroom shall include use of the following equipment and only that equipment:
 - Fixed equipment such as Smart board and sound system.
 - Tables and chairs (but only for their intended use).

- ICT equipment must be provided by the Hirer and the school accepts no responsibility for any items not interfacing with equipment.

12. Conference Room

12.1. Hire of the Conference Room shall include use of the following equipment and only that equipment:

- Fixed equipment such as AV system,
- Tables and chairs (but only for their intended use).
- ICT equipment must be provided by the Hirer and the school accepts no responsibility for any items not interfacing with equipment.

13. 3G Pitch

13.1. The Trust does not give any guarantee as to the standard of pitches or playing fields nor to the maintenance or improvement of this standard during the season. The Hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.

13.2. The School/Trust shall deem whether any pitch or field is fit for use and their decision shall be final.

13.3. Hire of the Sports Pitch shall include the use of the following and only that equipment

- Fixed Equipment such as goals, nets.
- Only astro-specific boots and blades may be worn on the sports pitch.
- No Food shall to be consumed on the pitches.
- No Sources of ignition are allowed on the pitches.

14. Catering facilities

14.1. The Schools' catering facilities are not available for hire. However, separate arrangements can be agreed for the provision of refreshments for special events.

15. Car parking

15.1. Parking is available free of charge and included in the booking rate.

15.2. Where car parking is required and agreed by the School, the Hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles. The School will not accept responsibility for any loss or damage to vehicles that occurs on the premises, including car parking areas.

16. Insurance

16.1. It is the responsibility of the Hirer to effect whatever insurance he considers necessary to cover his liabilities. Insurance affected by the

School does not extend to a Hirer's liabilities. Hirers using the facilities must provide proof of adequate insurance to the School including Public Liability Insurance Certificates with minimum cover of £5 million to cover all their 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 letting. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed giving details of the Insurers, the limit of indemnity and the expiry date of the policy. This requirement may not apply in the case of individual Hirers subject to prior approval from the School/ Trust.

17. Legal requirements

- 17.1. The Hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright – whichever is in place. The Hirer shall be fully responsible for obtaining any licences or other permissions required, always providing that no such application shall be made without the prior approval of the Trust. The Hirer shall indemnify and keep indemnified the Trust, from and against all costs, claims and demands which may be made against the Trust for any breach or infringement of copyright.
- 17.2. No intoxicating liquor shall be brought or consumed on Trust premises or any part thereof except by recognised organisations. It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. Copies of all licences will be submitted prior to the date of let.
- 17.3. Smoking or vaping is not permitted anywhere on site and includes all outdoor areas. This includes E Cigarettes.
- 17.4. The Hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the Hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of the building than can be safely accommodated there and to control the movement of children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.
- 17.5. The Hirer will ensure that the requirements of the Equality Act 2010 are observed at all times (in particular the need to promote good relations between people with protected characteristics and others). Protected characteristics are defined in the Act as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and sexual orientation.
- 17.6. The Hirer will adhere to all Health and Safety requirements as required by the Trust. The behaviour and safety of persons on the premises for a letting booking are the responsibility of the Hirer.

- 17.7. The Hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.
- 17.8. In the event of a breach in these conditions the Hirer may be asked to leave the premises immediately by a member of the Site Team/School. If the Hirer fails to leave the premises, then the local police authority will be summoned and asked to remove the Hirer from the premises.

18. Health & Safety & Fire safety

- 18.1. The Hirer will be responsible for ensuring that all activities take place in a safe manner.
- 18.2. The Hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises.
- 18.3. The behaviour and safety of persons on the premises for this booking are the responsibility of the Hirer.
- 18.4. The Hirer must familiarise themselves with the emergency procedures for fire and first aid, including fire evacuation routes, and carry them out to the best of their ability.
- 18.5. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children do so at their own risk but will be evacuated by School site staff or the Hirers using the premises. All users should familiarise themselves with the fire alarm and evacuation procedures. Fire exit routes are exhibited in every room. The school's fire evacuation procedures are available on request.
- 18.6. There is no public telephone available within the premises: Hirers are required to have access to a mobile phone as a term of their letting.

19. Safeguarding and child protection

- 19.1. This policy should be considered to apply to all lettings regardless of whether a Hirer is also an employee within the Trust.
- 19.2. If the Hirer is working with children they must follow the guidance issued in Keeping Children Safe In Education (KCSIE), Working Together to Safeguard Children 2015 and Keeping children safe during community activities, after-school clubs and tuition; non-statutory guidance for providers running out-of-school settings.
- 19.3. The Hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
- 19.4. The School's Headteacher will ordinarily be the arbiter as to whether an individual event operates under the auspices of the Trust Safeguarding Policy.

- 19.5. When services or activities are provided by the School or the Trust, or are under the direct supervision or management of their staff, the Trust's Safeguarding Policy and arrangements for child protection will apply.
- 19.6. Ordinarily ALL other paid lettings should operate under the Safeguarding Policy of the business taking out that letting. Where any business may seek to operate a letting anywhere within the Trust and the management of the business involves any person or persons employed by CST, then before the letting can be agreed this must be escalated to the Central Team for processing with regard possible related party transactions to ensure there is clear separation in all communications and policy from any positions of trust held within the School/Trust.
- 19.7. Where the School hires or rents out facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) appropriate arrangements should be in place to keep children safe. The Trust will seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the School or Trust on these matters where appropriate.
- 19.8. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll. Safeguarding requirements are included in any lease or hire agreement as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement. The guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that providers must have in place.
- 19.9. Furthermore:
- All Hirers must complete Trinity Hire Agreement Information Form
 - Hirers who are using the Trust premises to provide activities for children and young people aged 18 and under ("children") must provide the School with a copy of their Safeguarding and Child Protection Policy which must clearly reference:
 - Safer recruitment, training and induction for staff;
 - Welfare and reporting arrangements for raising concerns about young people including a named 'designated person' for referring child protection and safeguarding concerns;
 - Arrangements for raising concerns with regard to adults working with young people;
 - Arrangements for Disclosure and Barring Service ("DBS") checking and barred lists checks where appropriate
 - It is a condition of hire that all supervising adults have had all appropriate pre-employment checks. The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of them, in

addition to the provision of policy and procedures, the Hirer and any person identified by the Hirer likely to have contact with children, must have been subject to enhanced DBS checks and barred list checks where appropriate. It is the responsibility of the Hirer to arrange the vetting (DBS for persons over the age of 16) of those teaching or supervising activities involving young people under the age of 18 and to ensure that all persons have had appropriate DBS and identity checks.

- The Trustees, via the onsite Headteacher or Designated Safeguarding Lead or their designate, reserve the right to require the Hirer to produce evidence that enhanced DBS checks and barred list checks where appropriate have been carried out on all persons; to review safeguarding policies and procedures; and, to impose any additional requirement they consider appropriate in connection with the hiring.
 - If for any reason the Trustees are not satisfied in relation to the above matters then they reserve the right to cancel any hiring without notice and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. In coming to such a decision, the Trust will act reasonably at all times including communicating any concerns or reassurances sought etc. with the Hirer. However, the Trust's decision to cancel the hiring on these grounds will be final and no further correspondence will be entered into.
- 19.10. Hirers are reminded that Trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Trust premises. It is recommended that all children are met at a designated point, escorted to their activity, and returned to the designated point at the end of the activity for collection by their parents or carers.
- 19.11. Where the Hirer is providing sporting activity or coaching, valid and current First Aid certificates must be in place when the school's First-Aiders are not present.
- 19.12. If allegations or concerns are made relating to incidents that occur whilst using the School/Trust premises that involve children and young people aged 18 and under, the Hirer must notify the School/Trust Designated Safeguarding Lead (DSL) within 48 hours. The Hirer should also, as part of their own procedure, notify the LADO and any other relevant agency where necessary. The School/Trust will follow its safeguarding policies and procedures, including informing the LADO where appropriate.
- 19.13. If the School becomes aware of a Prevent concern regarding a group or individual using the premises and facilities or applying to do so, they will report their concerns through 101, through Children's social care or Adult services or through any other official reporting routes available to them.

20. Version control and approvals

| Version | Date | Amended by | Recipients | Purpose |
|----------------|---------------|-------------------|--------------------------|----------------|
| 1 | November 2023 | AM/NA/AH | Risk and Audit Committee | Aligned policy |

Approvals

| Version | Date | Approved by |
|-------------------------------------|---------------|--------------------------|
| 1 | November 2023 | Risk and Audit Committee |
| Date for next review of this policy | November 2024 | |

Aligned Policy

| Version | Date | Approved by |
|----------------|--------------|---|
| 1 | January 2024 | Assistant Head; Operations and Communications |
| | | |

Annex A [Trinity Academy Hire Agreement](#)

Annex B **TEMPLATE LETTER TO SEND TO HIRERS**

[Insert hirer's name and address]

Dear [insert name]

Letter of Confirmation of Hire Agreement

I am writing to approve your application for the use of Trinity Academy's premises on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature/ name of event] and

The facilities which you have permission to use are:

[List all accommodation including access to toilets, kitchen, first aid, reception as appropriate]

With further provision of hire for [List all equipment - ONLY IF APPLICABLE]

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, access] [Insert specific details if key holders re returning of keys and charges, access eg If the hirer is approved as a key holder they will receive training on how to operate the School's security system and how to lock the building securely. The hirer will not pass the keys to any other person without direct permission of the school. The hirer will be responsible for any fees incurred by the School as a result of the alarm malfunctioning or being improperly activated by the hirer, their staff or participants]

Your use of the premises will be subject to the terms and conditions of use, outlined within our Lettings Policy (distributed to you with the application form).

All other areas and facilities unless outlined above are not to be used without prior permission and will have restricted access, with alarm and security measures active.

An additional cost will be charged should any alarm systems be activated within the duration of your hire. A copy of the site plan showing fire escape routes is attached to this letter.