



# **Kingsbridge Educational Trust**

**Lettings Policy**

# KINGSBRIDGE EDUCATIONAL TRUST LETTINGS POLICY

## Introduction

The Kingsbridge Educational Trust regards school buildings and grounds as a community asset. As such each member school of Kingsbridge Educational Trust shall, in fulfilling its role in the community, make its facilities available to various groups and individuals within the community area. As such each Local Governing Body will endeavour to maximize the use of the premises to support local families, services and the community, but with its first priority being the provision of education for each School's pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

When approached regarding a letting, the Head Teacher, advised by the Finance and Personnel Committee, will give consideration to:

- The suitability of the letting in light of the aims and ethos of the school and its standing within the community;
- The suitability of the timing in relationship to other functions of the school; use of school premises for school functions will take priority over lettings;
- The availability of accommodation and the suitability of the accommodation for the planned activity;
- The negotiation of reduced rates for long-term lettings, subject to the agreement of the Finance and Personnel Committee.

All Hirers (or potential Hirers) to note:

- Standard conditions of hire are given below and must be adhered to at all times;
- Income derived from lettings will be retained by the school and will contribute to the school's budget;
- Decisions as to whether to permit lettings will be made by the Head Teacher, advised by the Finance and Personnel Committee. The School reserves the right to refuse lettings for the purposes of gaming or games of chance, or where a public entertainment licence is required.

## Definition of a School Letting

A letting is defined as "any use of the school premises (buildings and grounds) by either individuals or community group, or a commercial organisation". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents' meetings, Local Governing Body meetings and extra-curricular activities of pupils 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.

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be initiated by completion of a school letting form, or occasionally a more formal licence or lease.

Where partnership activities are planned (e.g. between school, other local authority services and other 3rd parties), a responsible lead (if not the school) is to be identified who takes full responsibility for leadership, finance, the lettings application, safeguarding and all aspects of risk management between all parties.

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## Governance

The Head Teacher of the School is ultimately responsible for the management of lettings. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

A risk assessment must be conducted by the Lettings Manager for each proposed letting. Copies must be given to the Hirer and kept on file within the school.

If the Head Teacher has or is notified of any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Local Governing Body who is empowered to determine the issue on behalf of the Kingsbridge Educational Trust Finance, Audit and Human Resources Committee.

## Standard Conditions of Hire

1. The Hirer shall, upon making the booking, pay the School a non-returnable deposit of 20% of the hiring fee;
2. The balance of the hiring fee shall be paid by the Hirer to the School not later than 28 days prior to the commencement of the period of hiring or by alternative arrangements agreed with the School;
3. The Hirer shall give the School not less than 7 school days' notice prior to the period of hiring of any desire to alter or cancel the booking. Refunds as set out below will not be made if 7 school days' notice is not given;
4. Where cancellation notice exceeds 7 school days a 50% refund of fees paid will be granted;
5. If the hire is cancelled by the School, the hire fee including the deposit will be refunded or an alternative booking agreed;
6. The Governing body will not accept responsibility for any loss, or other expenses howsoever incurred by the Hirer, in the event of cancellation by the School of the letting as a result of circumstances beyond its control (including without prejudice to the generality of the same industrial action by its employees, or others, oil shortage, failure of gas/electricity supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer;
7. Periods of hiring which exceed 20 weeks shall be paid by termly instalments in advance at the commencement of each term or by alternative arrangements agreed with the School;
8. Each school is a designated smoke free site;
9. The Hirer shall thoroughly clean the area of the School which has been hired after the event. If any further cleaning is required as a result of the Hirer's use of the premises, the Hirer will accept an invoice for payment by the Hirer who will pay the same within 7 days;
10. The Hirer is responsible for ensuring the venue is kept litter free. Any litter found following a hire may result in an additional charge being made for staff time;
11. No bookings will be accepted from persons under the age of 18 years;
12. All charges are reviewed annually and the Hirer shall be liable for the new hiring charges should the hiring period carry on past the first day of September of any year unless previously agreed;

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13. The Hirer shall, during the period of hiring, be responsible for the protection of the fabric and contents of the School, proper supervision of car-parking arrangements so as to avoid obstruction of the highway, safety from damage howsoever caused of the premises and contents, and the behaviour of all persons using the premises whatever their capacity. The Hirer shall only have access to the area(s) hired and not to any other areas of the School;
14. The Hirer shall not use nails or other fastenings that are driven into, or fixed onto any wall, partition, pillar or other fittings;
15. The Hirer shall be responsible for obtaining any licences necessary in connection with the booking. The Hirer should confirm with the School the licences it holds and provide copies to the School if so requested.
16. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performance license, and shall indemnify Kingsbridge Educational Trust against all sums of money which the trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement;
17. The Hirer shall be responsible, prior to hiring, for arranging a policy of insurance against any third party claims which may arise against his/her organisation whilst using the school premises. Public Liability Insurance must include loss of or damage to property, including the hired premises, arising out of the letting and must satisfy the school's requirements (currently £2,000,000 cover). The School is insured against any claims arising out of its own negligence. The Hirer will produce a copy of the policy of insurance when paying the balance of the hire fee;
18. Hirers who do not (and would not normally be expected to hold) their own Public Liability Insurance must ensure that they inform the school at the time of booking;
19. All organisations operating with direct contact with children and young people will be required to provide a copy of their Safeguarding Policy and Procedures and evidence of adequate supervision, inclusive of adherence to ratios and DBS checks (where appropriate);
20. The Hirer shall be responsible for the observance of all regulations relating to the premises stipulated by all authorities;
21. All persons hiring the school premises will be required to conform to the relevant current Health and Safety regulations;
22. The Hirer shall not sub-let the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises, their users, or in any way invalidate the insurance policies relating thereto;
23. The Hirer shall indemnify the Governing Body for the cost of repair of any damage done (howsoever caused) to any part of the building or any of the furniture, equipment or other items belonging to the School during or as a result of a booking;
24. The Hirer shall, if selling goods on school premises, comply with Trading Standards legislation and any local Code of Practice. In particular, the Hirer shall ensure that all goods are safe, correctly described and clearly priced. Any claims for price reductions shall be in accordance with the Code of Practice on Price Indications. A notice giving the seller's name and address shall be prominently displayed. The Hirer shall ensure they comply with all legal and other requirements;
25. The Hirer shall not discriminate in any of its activities as per the Equality Act 2010;

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26. The Governing Body accept no responsibility for loss or damage to any goods, materials, clothing, etc. bought into or left on the school premises or within the boundaries of the site;
27. The caretaking staff are forbidden to allow the use of any other parts of the school buildings other than those specified on the application form;
28. The Hirer is responsible for implementing, communicating and overseeing the safe evacuation of persons attending their event/club in the event of an emergency evacuation. An adequate evacuation process must be in place prior to the commencement of the booking;
29. The Hirer is required to make their own arrangements regarding first aid facilities. Use of schools resources will not be available;
30. VAT will be chargeable if applicable;
31. The Hirer will be given copies and adhere to applicable school policies as required.

### **Matters for Consideration**

#### **Charges for Hire of School Premises**

Lettings charges are reviewed by each Trust school annually, and agreed by the Finance and Personnel Committee. Refer to the relevant School for their charging structure.

#### **Application to Hire School Premises**

Application for hire must be made on the appropriate application form. Refer to the relevant School for their application form.

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**1) Background**

- 1.1. In light of the Coronavirus pandemic, we are making changes to ensure that we can continue to provide community lettings in the safest way possible. This includes measures we are asking our Hirers to take to help prevent the spread of the virus, in line with latest advice from the government.
- 1.2. This policy outlines the roles and responsibility of Kingsbridge Educational Trust through its Academy and Hirers to ensure that community lettings can run in the safest way possible. All Hirers must agree and adhere to this COVID-19 Lettings Policy. Please read this policy carefully and take the time to formulate your own plan as to how you will run sessions safely in our Academy facilities. Your usage may be spot checked by our team or the Academy's team, and it must adhere to the following requirements.
- 1.3. Please note that if this policy is not adhered to, we will contact you with a warning, in writing detailing where the policy has been breached. If there is a further report of a breach we then reserve the right to suspend your booking for a minimum of a 2 week period, up to and including indefinitely.

**2) What types of activity are permitted?**

| Type of booking                                    | Lockdown<br>"Stay at home"  | Tier 4<br>"Stay at home"                              | Tier 3<br>"very high alert"                         | Tier 2<br>"high alert"                                 | Tier 1<br>"medium alert"                    |
|--|---|---|---|--|---|
| U 18 sport or 'group exercise activity'            | N   | Outdoors only unless with a Camp                      | Y   | Y  | Y   |
| Disabled sport or 'group exercise activity'        | Outdoors Only   | Outdoors only unless with a Camp                      | Y   | Y  | Y   |
| Over 18 Sport or 'group exercise activity'         | N   | Only with those in your bubble or with 1 other person | Outdoors only and no 'high risk contact activities' | Outdoors fine - indoors only with those in your bubble | Outdoors fine/no limit, indoors rule of six |
| Church groups including adults                     | N   | N   | N   | N  | Y   |
| Orchestras   | N   | N   | N   | Y  | Y   |
| U18 Education Classes (including Language Schools) | N   | Y   | Y   | Y  | Y   |
| Adult Education Classes                            | N   | Y if part of a 'formal curriculum'                    | Y if part of a 'formal curriculum'                  | Y if part of a 'formal curriculum'                     | Y   |
| Outdoor Markets                                    | Y: only essential items   | Y: only essential items                               | Y: only essential items                             | Y  | Y   |
| Supplementary Camps                                | Y 'Only for vulnerable Children, and children of critical workers | Y 'If defined as essential childcare'                 | Y   | Y  | Y   |
| Training courses                                   | N   | Y if part of a 'formal curriculum'                    | Y if part of a 'formal curriculum'                  | Y if part of a 'formal curriculum'                     | Y   |

**3) National Lockdown Exemptions**

3.1. During a national lockdown, Kingsbridge Educational Trust through its Academy will take the necessary steps to ensure our bookings comply with government regulations on permitted activity. Reviewing the guidance available, there are very few exceptions that permit bookings to go ahead. These exceptions are:

- Outdoor markets selling only essential items.
- Organised outdoor sports for disabled people.



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- Blood donation
  - To allow elite sports persons to train and compete (both indoors and outdoors).
  - For the purpose of film and TV filming.
- 3.2. Activities that are provided as wraparound care can only continue for vulnerable children and children of critical workers as defined in the government guidelines. <https://www.gov.uk/government/publications/coronavirus-covid-19-maintaining-educational-provision/guidance-for-schools-colleges-and-local-authorities-on-maintaining-educational-provision>
- 3.3. Whilst Kingsbridge Educational Trust through its Academy will take diligent steps to validate exemptions, the responsibility to adhere to government guidelines lies with the Hirer. Any Hirer found to be breaking guidelines may be subject to further action which may result in the loss of confirmed bookings.

**4) Risk Assessments**

- 4.1. Ahead of your first booking, you will be required to complete and provide a Covid-19 specific risk assessment for your letting.
- 4.2. To help you complete a risk assessment, please refer to our risk assessment guide. Along with a comprehensive assessment of potential risks related to COVID-19, please ensure that your risk assessment includes the following considerations:
- How will you encourage social distancing?
  - Note the additional measures taken to ensure hands and Academy equipment (including chairs and tables) are sanitised.
  - Note the number of attendees for your booking and ensure this is in line with government regulations, including maximum occupancy for indoor events for under 18s.
  - Consider how you will manage entry and exit to ensure safe social distancing.

**5) Social distancing**

- 5.1. Current recommendations around COVID-19 and social distancing include keeping at least 2m separation between people when out in public.
- 5.2. The Academy will ensure that social distancing is always observed between themselves and our Hirers, as well as between different Hirer groups. Our staff will also ensure that each booking will be allocated one set of toilets where possible for the duration of their booking and we ask that Hirers only use their designated toilet.
- 5.3. It is each lead Hirer's responsibility to ensure that social distancing is observed with their attendees and anyone associated with their booking on site. Hirers must accept this responsibility before attending the site, and the Academy will work with Hirers to advise them on how to make this possible in the spaces they use but the responsibility for implementation will rest with the Hirer.

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**6) Access**

- All Attendees must be off the Academy site by 10pm.
- Parents and/or guardians are not permitted to enter the Academy building for pick up and drop off, and should wait outside the Academy building at all times and maintain 2m distance at all times.
- Attendees will be asked to clean their hands using hand sanitiser or using the nearest toilet on the way in, which may result in a different access route being used.
- Prop open doors where possible to allow Hirers/Attendees to move through the building without touching any surfaces. Note, however that fire doors must NOT be propped open.
- Access to changing rooms will not be permitted for any bookings, so all Attendees must come to their session 'ready'.
- Hirers must only use the spaces that they've booked - if there is not enough space to run a safe, socially-distanced session, the Hirer must turn away some attendees.

**7) During your letting**

- Each letting group will act as a "bubble". Please ensure all members of the bubble remain with their group and do not interact with others on site.
- Attendees must use a face covering when leaving their booked space and when accessing shared spaces (e.g. toilets and corridors).
- Where a letting is indoors, we advise that windows are open to increase ventilation.
- Hirers must bring their own antibacterial hand sanitiser and wipes for use during their letting.
- We ask that each Attendee brings their own water bottle instead of drinking directly from water stations.
- Any equipment used must be pre-agreed (once again) with the Academy. Equipment must not be shared between 'bubbles'.
- When this equipment use is agreed, Hirers must bring appropriate cleaning materials to disinfect the items used at the end of their session
- If Hirers need to move any equipment to create spaces to run socially distanced sessions, we ask that this too is wiped down and returned exactly as found at the end of the session.

**8) Cleaning and maintenance**

- The Academy will identify touch points, such as door handles and taps, for each specific space and ensure that these are cleaned with disinfectant before and after any Attendees attend the site.
- The Academy staff will check toilets before each letting, to ensure there is an adequate supply of soap and paper towels.
- If Hirers are using any equipment, they must ensure that it is wiped down with disinfectant at the end of their session. This includes tables and chairs.



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**9) Parents or Carers and Safeguarding**

- 9.1. Parents are not permitted to attend events for Under 18s as spectators, and should work with organisers to ensure children are dropped off and collected in a COVID safe manner. Parents who drop off children should not wait or gather in indoor areas.
- 9.2. Exceptions are made where there are safety and safeguarding requirements, such as supervising them in line with the booking organiser's safeguarding policies, or if the children have special educational needs.
- 9.3. Only one parent is permitted to assist a child in a safeguarding capacity, and they should ensure they are following guidelines set out by both the government and the booking organiser.
- 9.4. Where required the supervision of children is permitted only with the express permission of the event organiser and must comply with government guidelines at all times. Parental supervision must take place only when necessary for the purposes of safeguarding and not for spectating. It is the responsibility of the booking organiser to determine this.

**10) Suspected cases of COVID-19**

- 10.1. Anyone who falls within the clinically vulnerable or extremely clinically vulnerable group is advised to stay at home. In addition to this, anyone who has displayed symptoms within the last seven days, or lives with someone who has displayed symptoms within the last ten days, must not attend the site, even if the person displaying symptoms receives a negative COVID test result.
- 10.2. We ask all Hirers and staff to remain alert to the symptoms of COVID-19 and take the following action should they develop either a fever, a persistent cough or lose their sense of smell and taste whilst on site.
  - The individual must leave the Academy site immediately. If they are awaiting collection, they must wait outdoors in isolation from others.
  - Any individual displaying symptoms of COVID-19, should self-isolate and take the necessary steps to get tested as soon as possible.
  - The Hirer must report this incident to the Academy immediately via phone or an email to the Academy Lettings Manager.
  - Should an individual test positive for COVID-19, the rest of their 'bubble' will be expected to self-isolate for ten days and will not be able to visit the Academy site during this time.
  - The areas used by this bubble will be blocked off until a deep clean can be undertaken. This includes:
    - The access route taken by the group
    - The space(s) used by the group
    - The toilets associated with these spaces
    - Any equipment agreed for use for this group

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**11) Cancellations due to COVID-19**

- 11.1. If you need to cancel your booking because you are either displaying symptoms of COVID-19 or are self-isolating due to potential exposure to the virus, then our usual Lettings Cancellation Policy applies.
- 11.2. However, we will exceptionally permit Hirers to use any charges applied for cancellations due to COVID-19, towards a future session. You will need to contact us to explain the reason for your cancellation is due to COVID-19, so that we process this correctly for you. This credit note can be used against a future session once the invoice for the cancelled session has been settled.
- 11.3. Where we identify that bookings are not permitted due to COVID-19 restrictions, as set out by the government, we will actively cancel impacted bookings and notify Hirers as early as possible via email.

**12) Agreement of Hirer**

- 12.1. As hirer of the Academy premises, whilst on site, I agree to:
- Ensure that I have the contact details (phone numbers) for all of my attendees, and in turn have provided my correct contact details to Academy Lettings Manager for track and trace purposes.
  - Ensure that I send the Academy Lettings Manager a risk assessment before my first booking, and if any changes are made to the document, this is shared Academy Lettings Manager as soon as possible.
  - Maintain social distancing at all times, particularly from any other use or Academy staff on site.
  - Put measures in place to ensure that my entire activity/session is run in a socially distanced fashion so far as is possible, including avoiding gathering of any attendees and parents picking up students during pick up and drop off times.
  - Ensure that my activity is run according to all current government guidelines, and that attendee numbers are in line with government and/or governing body guidelines.
  - Ensure that any high-risk, close contact activity is properly risk assessed and appropriately adjusted as per government guidelines and the recommendations of governing bodies, to ensure activity is carried out in a compliant and COVID safe manner.
  - Ensure that I bring my own antibacterial hand sanitiser and disinfectant wipes for use during my letting, and that these are used to sanitise any Academy equipment used.
  - Ensure that each of my attendees is aware of this responsibility and they have been briefed on this policy, but particularly;
    - That they should not attend site if they have any symptoms of the virus
    - That should they develop symptoms having attended the Academy site they inform me, the organiser, immediately
    - The need for them to social distance
    - The importance of handwashing regularly
    - The need to travel to the venue safely, avoiding public transport if possible
    - That they should bring their own water bottles rather than using water stations at the Academy



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- Ensure that anyone displaying symptoms of coronavirus should leave the site immediately and the Academy Lettings Manager should be informed.