



# One Community Trust

## LETTINGS POLICY

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Approved by	<b>Business, Risk and Audit Committee</b>
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### CHANGE RECORD FORM

Version	Date of change	Date of release	Changed by	Reason for change
1	17/12/2020	17/12/2020	AH	New Policy
2	25/06/2021	15/07/2021	SA	Gorse Covert price increase - See Appendix IV
3	23/11/2021	23/11/2021	TR	Woolston – price changes & additional bullet point– see Appendix VI
4	n/a	08/02/2023	n/a	Annual review – no change
5	29/01/26	02/02/26	SL	Updated all schools in the Trust, Administration of lettings procedure for Primary's & BCHS, changes to the Lettings Agreement, new booking form and safeguarding declaration

## Introduction

One Community Trust is committed to making the best use of the facilities occupied by its academy schools. When not required by the schools, the premises may be let to external organisations for the benefit of the whole community. The needs of the pupils are paramount and will always take precedence over external lettings. The purpose of this policy is to ensure that:

- lettings are consistent with the fundamental purpose and policies of the Trust;
- the Trust supports the community in sporting, cultural and educational pursuits;
- the Trust provides fair access to school facilities;
- the Trust maximises the commercial opportunity for lettings;
- the cost to the school/trust (e.g. caretaking, utilities) is at least covered by the hire charges;
- the appropriate information is available to Hirers in advance.

## Definitions

- Letting: any use of the school premises by either a community group, commercial organisation or private individual. Lettings can be multiple regular bookings or single one off bookings
- Charges: The right to make a charge for the use of the school premises.

## Roles and responsibilities

### Board of Trustees

The Board of Trustees has overall responsibility for:

- approving, monitoring and implementing the lettings policy;
- setting and reviewing the hire charges for the letting of the academy premises;
- setting the Terms and Conditions of Hire for lettings;
- approving the Health and Safety Policy and ensuring it is reviewed regularly;
- ensuring that appropriate insurance arrangements are in place.

However the above responsibilities can be delegated to a committee, individual trustee or the head teachers of the academy schools, as deemed necessary for the smooth implementation of the policy.

### The Headteacher

The Headteachers have delegated responsibility for setting the hire charges for each school, ensuring the staff are familiar with the lettings policy and that the policy is being applied consistently throughout the Trust.

## Staff

The Senior Leadership team will provide relevant staff with appropriate training in relation to this policy and its implementation.

School administration staff are responsible for:

- Implementing the lettings policy consistently
- Making bookings and collecting income
- Notifying the Headteacher or Business Manager of any specific circumstances which they are unsure about

## Hirers

Users of the school premises are responsible for adhering to the procedures set out in this policy and complying with the Terms and Conditions of Hire.

## Facilities covered

This policy applies to the hire of the following school facilities:

School Name	Website	Booking Form
Birchwood Community High School	<a href="http://www.birchwoodhigh.org/">www.birchwoodhigh.org/</a>	<a href="https://schoolhire.co.uk/warrington/birchwood-community-high-school">https://schoolhire.co.uk/warrington/birchwood-community-high-school</a>
Woolston Community Primary school	<a href="http://www.woolstoncp.co.uk">www.woolstoncp.co.uk</a>	APPENDIX II
Oakwood Avenue Community Primary School	<a href="http://www.oakwoodavenue.co.uk">www.oakwoodavenue.co.uk</a>	APPENDIX II
Croft Primary School	<a href="http://www.croftprimary.co.uk">www.croftprimary.co.uk</a>	APPENDIX II
Gorse Covert Primary School	<a href="http://www.gorsecovert.co.uk">www.gorsecovert.co.uk</a>	APPENDIX II
Culcheth Community Primary School	<a href="http://www.culchethprimary.co.uk">www.culchethprimary.co.uk</a>	APPENDIX II
Locking Stumps Community Primary School	<a href="http://www.locking-stumps.co.uk">www.locking-stumps.co.uk</a>	APPENDIX II
Brook Acre Community Primary School	<a href="http://www.brookacre.co.uk">www.brookacre.co.uk</a>	APPENDIX II

## Charges

A list of the hire charges for each school will be held by the school office and the charges can also be found on the school websites.

- Charges are reviewed annually and updated as necessary
- The charge will vary depending on the facilities used and the category of the letting.
- Use of the school premises outside normal hours by the school or on behalf the school or trust are not subject to the charging elements of this policy (E.g. PTFA School Disco)

- The Hirer acknowledges that charges may be increased from time to time as the charges are reviewed annually by each school. A minimum of 6 week's notice in writing will be provided to the Hirer regarding any changes to charging rates.
- Charges for each School can be found on individual school websites. Long term tenants may have previously agreed prices individually with a school based on individual circumstances. These prices are reviewed annually by the Headteacher/Lettings Coordinator.
- The charges are based on a nominal fee to cover costs incurred by the School e.g. administration, heating, electricity, gas, water, lighting, maintenance, security, wear and tear, cleaning materials, caretaking etc. and will be regularly reviewed.
- Charges are based on normal use of resources. Activities which are likely to use excessive resources e.g. electricity and water will need to be agreed with the Headteacher/Lettings Coordinator.

## Bookings

- A booking form must be completed and passed to the school office for consideration. Booking forms can be requested from the school office via email.
- Recurring bookings will need to complete a new booking form at the start of each school year.
- All bookings for Birchwood Community Highschool are booked online via:  
<https://schoolhire.co.uk/warrington/birchwood-community-high-school>

## Cancellations

- The Trustees are not responsible for any loss or expenses incurred by the Hirer in the event of a cancellation by the trustees due to circumstances beyond their control.
- The school may refuse, or cancel, a booking if the premises being hired are required for public or official purposes by the school, the board of trustees or any other statutory body.
- School events will always take precedence over external lettings. Where the school needs to use the premises for school activities the letting will not be cancelled but the Hirer may be accommodated in a room other than that on the original booking form.

Lettings cancelled by the Hirer will be subject to the following charges:

- Lettings cancelled with at least 21 days' notice will be entitled to a full refund less a 10% administration charge (minimum charge £1)
- Cancellations made less than 21 days in advance of the hire date are subject to 100% lettings fee
- In exceptional circumstances the Lettings fee may be waived for community groups. Please contact the school office for further advice

## Terms and conditions of hire

- The Hirer's acceptance of a booking confirmation is deemed acceptance of our Lettings Agreement.
- Appendix 1 contains our Letting Agreement and Terms and Conditions of Hire which must be completed for the first booking only or if there is a change to the terms and conditions.

## Administration of Lettings (Primary Schools)

- All booking requests should be made through the school office and passed to the designated Lettings Co-ordinator in school
- Booking forms and Lettings Agreement form (first booking only) must be fully completed by the Hirer in advance where possible
- On receipt of the completed forms, the Lettings Co-ordinator will:
  - Check the details
  - Check availability
  - Agree the letting with the Headteacher
  - Check documentation, take copies if required
  - If required add to the SCR
  - Update the Lettings booking checklist in the Google drive
  - Add relevant documentation to the Google drive
  - Email booking confirmation
- The Lettings diary is updated and the forms are filed.
- The Hirer will be invoiced in advance where possible, in accordance with the Trust's financial procedures. All payments must be processed via bank transfers, we do not accept cash or cheques.
- If the Hirer is dissatisfied with any aspect of the letting, the Trust's Complaints Procedures will be followed.
- All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. This excludes groups using it on behalf of the school E.g. PTFA.
- All Hirers will receive and complete a lettings agreement. The Lettings agreement is a contract which the Trust may enforce in law.
- Income derived from lettings will be retained by the school and any costs occurred to the school from the lettings will be met from this income.

## Administration of Lettings (Birchwood High School)

- Applications for hire of the Premises/Facilities must be made using the School Hire website prior to the date of use. We do not accept booking enquiries by any other means.
- The Lettings Manager will check the availability of the room/pitch/venue being booked on SchoolHire. If there is availability and for regular customers, the booking will be accepted by the Lettings Manager and the payment invoice is generated via School Hire.
- For new booking enquiries the Lettings Manager may require more information prior to accepting the booking. If the booking is accepted for a new customer, the Lettings Manager will request and check all necessary documentation and insurance policies and will send the customer a copy of our Lettings Agreement when the booking is made. If the customer fails to provide a signed copy of the Lettings Agreement before the booking date then the booking will be cancelled and the customer refunded.
- Payments will be made only after the School has confirmed the booking, this will usually be within 2 working days via school Hire. In certain circumstances the school can raise a sales invoice but this must be done and paid for in advance of the booking by bacs transfer.
- Every 12 months all hirers are required to resubmit all necessary documentation to ensure it is all kept up to date.

## LETTINGS AGREEMENT

(First booking only)

Please read, sign and email/hand to the school office

### LETTINGS TERMS AND CONDITIONS

#### 1.0 Terms and Conditions of General Hire

- 1.1 The hiring of the school/trust premises is permitted only on these conditions and the Trust retains an absolute right to refuse the letting of the premises.
- 1.2 Acceptance of a booking confirmation is deemed to be acceptance of these conditions.
- 1.3 The Hirer must nominate at least one person who will be on site during the period of the letting to ensure that these conditions are adhered to.
- 1.4 The relevant school may terminate the letting if any of the Lettings agreement is not adhered to.
- 1.5 The Hirer must be over the age of 18, have completed the Booking Form and have adequate Public Liability Insurance cover in place to protect the Hirer against injury, loss or damage caused to third parties or their property. (The only exceptions are casual hirers who are covered under the schools insurance E.g. groups of friends renting a badminton court/3G pitch or Birthday Parties)
- 1.6 The Lettings Agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the premises to them or of creating any tenancy between the School/Trust and the Hirer.
- 1.7 The Hirer is forbidden to use, or allow, any activities with illegal or immoral purposes. Any event deemed to bring the Trust's name into disrepute can be cancelled at any time without notice.
- 1.8 The Hirer must observe the relevant copyright and public entertainment laws.
- 1.9 The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing. The School reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.
- 1.10 All publicity for the hiring must be approved by the Headteacher/ Lettings Coordinator in advance. Notices can only be displayed within the school site with prior agreement of the Headteacher/Lettings Coordinator. The Hirer must inform the School/Trust if interest from the media is expected.
- 1.11 Hirer must not use the Schools/Trust logo in their advertisement unless agreed with the school
- 1.12 The Hirer will not assign or sub-let the booking to any other party.
- 1.13 The Trust does not accept responsibility for any accident or injury or loss or damage of property that may occur during the period of the letting.
- 1.14 The Trust/School reserves its right of access to the premises during the letting.
- 1.15 The Trust/School reserves the right to impose special conditions in respect of any letting to protect its property or employees. Any special conditions will be confirmed to the Hirer in writing prior to the letting.
- 1.16 The Trust/School, at its own discretion, reserves the right to deem a booking as an Event. An Event is likely to be a booking which involves a large number of site users such as spectators or an audience. The Trust/School may make further charges to the Hirer for an event where the School deems extra staffing, cleaning or other facilities management costs are required.
- 1.17 If the Hirer believes their booking may be an Event they must contact the School directly to discuss their requirements prior to making the booking request. A failure to disclose a booking as an event may result in the cancellation of a booking.

- 1.18 Should a “hired” room be unavailable a suitable alternative will be offered.
- 1.19 The Trust/School will take all reasonable steps to accommodate disabled users. The Hirer should advise the school in advance if they are aware that disabled users are attending the meeting or function, where possible and advise of reasonable adjustments required. The Trust/School will endeavour to implement reasonable adjustments where possible.
- 1.20 If the School is closed due to poor weather conditions and hiring of the Premises/Facilities cannot take place, this will be notified to you by email and for Birchwood High School this will be published on the SchoolHire website.
- 1.21 The Trust/School may cancel or disallow Hirers from making future bookings in circumstances where, in the opinion of the Trust, the Hirer or persons on the site connected with the Hirer’s booking act in a way that is deemed to be anti-social or amounts to anti-social behaviour.

## 2.0 **Health, Safety and Security**

- 2.1 The Hirer must make him/herself aware of the Trust’s Health & Safety Policy and Emergency Procedures and abide by the rules. Copies of which shall be provided to the Hirer.
- 2.2 Fire exits and routes must be kept clear at all times.
- 2.3 Hirer is responsible for familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment’s exit routes;
- 2.4 The Hirer is responsible for carrying out their own risk assessment of the activity/event.
- 2.5 Smoking and vaping is not permitted within the School/Trust buildings or grounds including the 3G pitches.
- 2.6 No intoxicants, including alcohol shall be brought onto or consumed on the premises or within the school grounds including the 3G pitches.
- 2.7 Dogs and other domestic animals are not permitted on school premises, including school grounds and 3G Pitches, at any time. Unless they are assistance dogs and it has been agreed with the school prior to the hire.
- 2.8 Hirer should have their own complaints procedures in place
- 2.9 Hirers are not permitted to store resources on the Schools premises unless agreed with the Headteacher/Lettings Coordinator.
- 2.10 Electrical equipment owned by the Hirer used on site must have an up to date Portable Appliance Test (PAT).
- 2.11 The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the School upon request.
- 2.12 No additional lights or extensions brought onto and used on the Premises/Facilities without prior written permission of the School.
- 2.13 Parking is only permitted on site by prior agreement. If car parking is allowed, vehicles must not cause an obstruction on site or on a public highway and the speed limit must be observed.
- 2.14 Fireworks, candles, BBQ’s, smoke machines and equipment of an inflammable, explosive or dangerous nature are not permitted on the premises. No additional heating appliances are to be brought and used on the Premises/Facilities
- 2.15 School/Trust equipment cannot be used without prior consent. The Hirer must ensure that the fabric, fittings and contents of the building/grounds are not interfered with or misused in any way. Pupils’ work must not be touched.
- 2.16 The number of people attending the event must not exceed the numbers indicated on the booking form.
- 2.17 The Hirer is responsible for providing adequate supervision to maintain order, safety and good conduct and, where applicable, must adhere to the correct adult/pupil ratios at all times.
- 2.18 Only the areas hired can be used during the letting period.

- 2.19 The area must be left clean and tidy after the event. Chalk, resin or polishing materials may not be used on floors. No footwear liable to damage floors may be worn on the Premises/Facilities.
- 2.20 Any damage must be reported immediately to the Site Manager/ Lettings Coordinator.
- 2.21 Rubbish must be bagged up and removed from site at the end of the letting period.
- 2.22 The Hirer must ensure that people attending the event understand that they do so at their own risk.
- 2.23 The booking form must include set-up and clear-up time and the event cannot exceed the times booked.
- 2.24 The Hirer is responsible for making their own First Aid arrangements and conducting their own risk assessment based on their activities.
- 2.25 The hirer is responsible for providing their own first aid training and first aid supplies unless otherwise agreed with the school.
- 2.26 The Hirer must take security precautions and on no account leave doors propped open or leave the site vulnerable to intruders in any way.
- 2.27 Any accidents or near misses that occur must be reported to the School/ Lettings Coordinator. at the earliest opportunity.
- 2.28 Nothing shall be done in the Premises/Facilities by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.
- 2.29 One person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the Lettings Supervisor and/or the emergency services may be contacted
- 2.30 The Hirer will ensure that no performances or useage takes place which could involve danger to the public, audience or any other people attending the event or using the premises or facilities
- 2.31 No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises/Facilities by the Hirer nor shall any placards or other articles be fixed to any part of the Premises/Facilities.
- 2.32 The Hirer may not sell or allow to be sold on the Premises/Facilities any food, refreshments or goods without first obtaining the written consent from the Lettings Coordinator. The Hirer must, if selling food, refreshments or goods on the Premises/Facilities, comply with all relevant legislation. Access to the school catering facilities and storage will not be permitted to the Hirer.

### **3.0 Hire charges and Cancellations**

- 3.1 Charges are agreed at the time of booking.
- 3.2 If the event exceeds the booking time or requires a call out to the Site Manager/ Lettings Coordinator., extra charges may be levied.
- 3.3 The Hirer agrees to pay the School/Trust the cost of any repairs or making good any loss or damage arising out of or incidental to the hiring.
- 3.4 The Hirer acknowledges that charges may be increased by the school. A minimum of 6 week's notice in writing will be provided to the Hirer regarding any changes to charging rates.
- 3.5 The Trust/School reserves the right to cancel the agreement at any time if the Premises/Facilities are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any monies paid in respect of the booking, but shall not otherwise be liable to the Hirer.
- 3.6 The Trust/School reserves the right to relocate the hiring to another part of the School, for any reason at any time.
- 3.7 Lettings cancelled by the Hirer will be subject to the following charges:
  - Lettings cancelled with at least 21 days' notice will be entitled to a full refund less a 10% administration charge (minimum charge £1)

- Cancellations made less than 21 days in advance of the hire date are subject to 100% lettings fee
- In exceptional circumstances the cancellation fee may be waived for community groups. Please contact the school office for further advice

#### 4.0 Safeguarding and Child Protection

- 4.1 The Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that Hirers abide by the Trusts requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.
- 4.2 It is the hirers responsibility to ensure that safeguarding measures are in place and Disclosure & Barring Service (DBS) checks have been carried out on all adults working with children on the activity or activities it undertakes on the school premises. The Hirer is responsible for ensuring compliance with the DBS Code of Practice.
- 4.3 The Hirer is required to complete the safeguarding declaration (Appendix III) and provide evidence of DBS certificates for all adults working with children.
- 4.4 If the Hirer does not have a DBS, it is at the Headteachers (or equivalent Senior Leader) discretion after evaluating all the mitigating factors to decide if the hire can go ahead. For Example; Hire of a room for a Children’s Birthday Party where parents will be on site
- 4.5 If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), DBS certificates will be recorded on the schools single central record. The Hirer must inform the school immediately if the staff list changes on the safeguarding declaration (Appendix III) and provide evidence of DBS certificates for any new staff.
- 4.6 The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and written procedures for dealing with concerns/allegations and shall provide copies of these policies on request to the school.
- 4.7 In the event of any allegations/concerns made on the school premises, the Hirer must notify the schools DSL (Designated safeguarding lead) within 24 hours. The school will follow the Trust safeguarding policy (OCT 13 Safeguarding policy).
- 4.8 The Hirer is responsible for supervising any children participating in the activity or activities it undertakes on the school premises until they are collected by a responsible adult from the school premises.

#### To be completed by the Hirer:

**I have read the Lettings Agreement and agree to abide by the terms and conditions set out above**

Print Name:		Date:	
Signature:			
Name of Organisation:			

OFFICE USE : Upload to shared drive

# LETTINGS BOOKING FORM

Please complete and email/hand to the school office

## SECTION 1: Hirer details

I hereby apply for use of the premises and grounds as specified below:

<b>NAME</b>		
<b>COMPANY/BUSINESS/ ORGANISATION</b>		
<b>ADDRESS</b>		
<b>TELEPHONE</b>	Home:	Mobile:
<b>EMAIL</b>		

## SECTION 2: Booking details

<b>VENUE REQUIRED</b>		
<b>ROOM REQUIRED</b>		
<b>RECURRING BOOKING</b>	<b>DAYS OF THE WEEK</b>	<b>Times</b>
Daily /weekly / monthly / annually / Other:	Monday	From: To:
	Tuesday	From: To:
	Wednesday	From: To:
	Thursday	From: To:
	Friday	From: To:
	Saturday	From: To:
	Sunday	From: To:
<b>ADHOC BOOKING</b>	Date:	Times:
<b>TERM TIME ONLY</b> (Please refer to the schools term dates)	Yes / No	
<b>NUMBER OF ATTENDEES</b>	Adults:	Children:

<b>NATURE/DETAILS OF HIRE</b> Please provide full details of the purpose of the hire, including the age range of participants:		
<b>EQUIPMENT BEING PROVIDED BY THE SCHOOL:</b>		
<b>PUBLIC LIABILITY INSURANCE</b>	I will be using my own insurance: Yes/No Expiry date: (Please provide a copy of your certificate to the office)	I will require to use the Schools Insurance: Yes/No (This will be reviewed by the Head Teacher/Trust and confirmed if the booking is accepted)
<b>HAS A RISK ASSESSMENT BEEN COMPLETED?</b>	Yes / No If N/A please provide reason:	
<b>WILL THERE BE ANY DISABLED USERS USING THE FACILITIES?</b> If so, please indicate if any adjustments to the facilities are required		
<b>NOMINATED PERSON ON SITE TO ADHERE TO T&amp;C'S</b>		

### SECTION 3: Safeguarding

If your booking applies to working with children please complete the following:

<b>DO YOU HAVE A SAFEGAURDING POLICY</b> (Please provide a copy to the school)	Yes / No
<b>SAFEGAURDING DELCARTION COMPELETED</b> (Appendix III) (Please provide evidence of DBS certificates)	Yes / No

### SECTION 4: Declaration

<ul style="list-style-type: none"> <li>• I understand I will have to read and sign the Lettings Agreement which will be provided by the school when the booking is confirmed</li> <li>• I agree to pay the full cost of the hire within the due date of any invoice.</li> <li>• I enclose a copy of our public liability insurance certificate (If required)</li> <li>• If section 3 has been completed I will supply evidence of the documents required</li> </ul>			
<b>Signed by Hirer:</b>		<b>Date:</b>	



## SAFEGAUARDING DECLARATION

I confirm that this organisation complies with the Disclosure and Barring Service (DBS) Code of Practice where appropriate.

I confirm that all appropriate vetting procedures for employees/volunteers working for this organisation have been carried out and all the names listed below or employees/volunteers have a DBS Check Disclosure at the appropriate level (where required).

This organisation agrees to advise the school immediately of any concerns that may arise over any of this organisation’s employees/volunteers who would be present at the school’s premises or who are contracted to work for the organisation in any way; that obligation to advise the school includes any situation where the presence of an employee/volunteer / contractor on the school’s premises could damage the reputation of the school.

I also confirm that all the employees/volunteers listed below have:

- Completed all necessary company checks in respect to qualifications (where appropriate/required)
- Provided evidence of proof of right to work in the UK
- A current DBS Check at the appropriate level (where appropriate/required)
- Completed a Disqualification Declaration where required by the Childcare (Disqualification) Regulations 2018 (where relevant)
- Been vetted in accordance with all relevant employment and safeguarding checks required under relevant legislation.
- Any information disclosed through the above vetting checks has been disclosed to the Headteacher.

Staff Names:


<b>Signed:</b>	
<b>Position in Organisation:</b>	
<b>Name: (Please print):</b>	
<b>Date:</b>	