



Lettings Policy (May 2020)

EBN Trust

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Signed by Chair	
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Statement of intent

EBN 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. It also understands the requirement through property covenant to ensure there is provision for community use of the EBN 2 site (Castle Vale). 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

1.1. This policy has due regard to the following legislation and guidance:

- The School Premises (England) Regulations 2012
- The Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Education Act 1996
- The Control of Asbestos Regulations 2012
- DfE (2015) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'

1.2. This policy operates in conjunction with the following trust policies:

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy

2. Roles and responsibilities

2.1. The **Board of Directors**, or its delegated committee, is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the Executive Head Teacher and Head Teacher of EBN 1 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 are covered.

2.2. The **Executive Head Teacher** and **Head Teacher of EBN 1** are responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.

- Working with the trust to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the academy 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 Facilities and Site staff 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 and Fire Safety Policy.
- Ensuring the academy adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the academy's Letting School Premises risk assessment to help ensure the safety of the hirer and their visitors.
- 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.

2.3. The **Facilities Manager** is 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.
- The Lettings Manager needs to check after a letting to see if there is any damage. This needs to go into the Site Manager's responsibilities and a statement to say that damage needs to be paid for by the person using the room/building."
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2.4. **Hirers** are 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 Facilities Manager/site staff to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the Executive Head Teacher/Head Teacher of EBN1 with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Executive Head Teacher/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 Executive Head Teacher/Head Teacher of EBN1 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. Emergencies and health and safety

- 3.1. The Facilities Manager and Executive Head Teacher/Head Teacher EBN1 will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.
- 3.2. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 3.3. 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 telephones not be accessible.
- 3.4. The Facilities Manager will check first aid kits regularly and in line with the First Aid Policy to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 3.5. The Facilities manager will show hirers where first aid kits are, should they be required.
- 3.6. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- 3.7. Smoking is not permitted on the premises at any time.
- 3.8. Alcohol will not be brought on to, or consumed on, the premises unless the academy holds a licence to sell alcohol and this has been agreed in writing with the Executive Head Teacher/Head Teacher EBN1.
- 3.9. The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises.

- 3.10. The Facilities Manager will make copies of the academy's fire evacuation plan available to the hirer prior to the first hire date.
- 3.11. The hirer will be shown the academy's fire exits and evacuation points by the site manager prior to the first hire date.

4. Managing asbestos

- 4.1. Neither EBN 1 Academy (Yardley) or EBN Academy 2 (Castle Vale) have asbestos in the buildings therefore the management of this is not applicable

5. The lettings process

- 5.1. Potential hirers will contact the Academy Trust Facilities Manager, Peter Deakin at least two weeks before they wish to use the premises.
- 5.2. Prospective hirers can apply through an application form which will be submitted in writing to the academy office enquiry@ebnfs.org /enquiry@ebnfs2.org or emailed to pdeakin@ebnfs.org
- 5.3. For regular hire, only one application form needs to be submitted; however, all the requested dates should be noted.
- 5.4. Hirers will explain their desired use of the premises when completing their application form.
- 5.5. After receiving an application to use the academy's premises, the Executive Head Teacher will speak to the Board of Directors about whether the premises are suitable for the hirer's needs.
- 5.6. If the application is rejected, the Executive Head Teacher/Head Teacher EBN1 will contact the applicant, either by telephone or email, to clarify the academy's response and outline the reasons for rejection.
- 5.7. Once the application has been accepted, the academy will take a deposit of 10 percent of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring.
- 5.8. Fees can be paid via cash, cheque or bank transfer. The hirer will state how they intend to pay in their application form.
- 5.9. Sub-letting of any form is strictly prohibited. If the trust receives any evidence pertaining to plans to sub-let the academy premises, all bookings the hirer has made with the trust will be cancelled.
- 5.10. If the school intends to sub-let part of the site to a commercial business, it will seek permission from the ESFA and complete a property information note (PIN).

6. Safeguarding

- 6.1. 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.

- 6.2. All hirers must state the purpose of the hire. Each application will be vetted by the Lead DSL and any concerns will be reported to the Board of Directors prior to approval.
- 6.3. When determining whether to approve an application; the board of trustees will consider the following factors:
- The type of activity
 - Possible interferences with school 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 school
- 6.4. 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).
- 6.5. The Executive Head Teacher/Head Teacher EBN1 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.
- 6.6. Where an individual group is found to be promoting views in contravention of the academies Prevent duty, the person of group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from school premises.
- 6.7. All hirers will read and review the academy's Child Protection and Safeguarding Policy.

7. Fees

- 7.1. The trust requires a 10 percent deposit of the overall fee to be paid to the academy to secure a booking.
- 7.2. The remaining amount is to be paid before or on the requested booking date.
- 7.3. Hirers should give the academy at least 5 days' notice if they wish to cancel their booking.

- 7.4. If the academy receives inadequate notice of cancellation, the trust may keep the hirer's deposit to account for any loss of earnings.
- 7.5. Academy staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.
- 7.6. 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.
- 7.7. The trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.
- 7.8. 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.

8. Using the site

- 8.1. The hirer will liaise with the Facilities Manager to ensure the academy remains secure before, during and after use.
- 8.2. Hirers will be given an emergency contact number for the Facilities Manager in case of any security breach or emergency.
- 8.3. The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.
- 8.4. The site manager will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.
- 8.5. Keys or security codes will not be passed to any hirer or other person without written permission from the Board of Directors.
- 8.6. The Facilities manager will ensure a member of the site team returns to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.
- 8.7. The academy uses a 'three strike rule' when handling complaints lodged against hirers.
 - Strike one – hirers will receive a verbal warning about their conduct on the 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 academy takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the academy 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 academy premises for any activity for a period of two months. The trust also expects the hirer to issue an apology to the academy and complainant in writing.
- 8.8. The use of public announcement systems and loudspeakers must be agreed with the Executive Head Teacher/Head Teacher EBN1 and Facilities manager,

this agreement must include a maximum noise level which is not to be exceeded.

- 8.9. The academy's car park is available to hirers during their time on the premises; however, the trust and academy will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 8.10. Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the Facilities manager will find suitable spaces on the premises for additional parking.
- 8.11. In the event additional parking is required, the Facilities manager will ensure the academy premises remain accessible to the emergency services, should they be required.

9. Equipment

- 9.1. Hirers will identify any equipment they require from the academy 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.
- 9.2. Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Facilities Manager or Executive Head Teacher/Head Teacher EBN1. In the event permission has been granted, the Facilities Manager will oversee the move.
- 9.3. If a furniture move has been agreed, the hirer and Facilities Manager will negotiate restoring the premises back to its original state.
- 9.4. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 9.5. Any seating provided is limited to the number of chairs on the premises.
- 9.6. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.
- 9.7. The trust and academy cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 9.8. CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the academy's CCTV Policy.
- 9.9. Hirers will report any stolen or missing equipment to the Facilities Manager immediately.
- 9.10. Risk assessments for manual handling will be carried out by the Facilities Manager/Site Team in accordance with the Manual Handling guidance in the Health and Safety Policy.
- 9.11. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the trust.
- 9.12. The hirer will prepare food and drink in line with current food and hygiene regulations.

- 9.13. Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.
- 9.14. Hirers will not bring animals onto the premises without permission from the Executive Head Teacher/Head Teacher EBN1.

10. Monitoring and review

- 10.1. This policy is reviewed annually by the Board of Directors and the Executive Head Teacher.

EBN Academy Trust: Premises letting application form

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact number:	
Email address:	
Deposit amount:	
Payment method:	
Requirements	
Site Required	EBN Academy – Yardley Site EBN Academy 2 – Castle Vale Site
Date of hiring:	
Time of hiring:	
Academy:	
Room(s):	

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

Applicants should expect a receipt of delivery from the Executive Head Teacher/Head Teacher EBN1 within one working day and will receive an answer to their request via phone or email from EBN Academy Trust within 5 working days.