



Aletheia
Academies Trust

Lettings Policy

June 2022

Company Number:	07801612
Approved By:	Board of Trustees
Adopted on:	June 2022
Date of Next Review:	June 2023
Review Period:	1 year

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1. Rationale

- 1.1 The primary purpose of academy buildings and grounds is for the education of pupils attending Aletheia Academies Trust. The overriding aim of Aletheia's Board of Trustees is to support the academies in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises will be considered with this in mind.
- 1.2 Public lettings during the school day are not considered appropriate, as groups of visitors onto the site are potentially disruptive to the educational environment, particularly given the vulnerability of some pupils.
- 1.3 The Board of Trustees consider academy buildings and grounds as a marketable asset within the wider community and will make every reasonable effort to enable the facilities to be made available to local groups, when this does not conflict with either the interest of its pupils or the work of its staff.

2. Policy Objectives

- 2.1 It is Aletheia's policy that whenever it is reasonable and practical, use of the Trust's physical resources outside of the school day be permitted by members of the local community. Lettings to local groups will be dependent upon payment of a fee and acceptance of terms and conditions set out within this policy. The fees for a letting will be set at a level to ensure that income taken covers the costs (lighting, heating, staffing, etc.) of the activity. Any profit generated by such lettings shall be used to benefit the education of pupils within Aletheia.

3. Definition of a Letting

- 3.1 A letting may be defined as any use of the Trust's buildings and/or grounds by parties other than the academy and its partners. The following are examples of activities which fall within the corporate life of the academies; these activities are not considered to be lettings and costs arising from these uses are therefore a legitimate use of the academies' budgets:
 - Local Governing Body meetings;
 - Extra-curricular activities for pupils organised by the Trust;
 - Academy events;
 - Open Evenings and Workshops; and
 - Academy fundraising and social events.
- 3.2 Activities promoting gambling are not considered to be appropriate for lettings as they are not deemed to be compatible with the ethos of Aletheia.

4. Charges

- 4.1 The Board of Trustees has delegated responsibility for the setting of charges for the letting of academy premises to the Local Governing Bodies in conjunction with the Operations Officer. The scale of charges will be reviewed annually for implementation from the beginning of the next academic year. Details of current charges will be provided in advance of any letting being agreed.
- 4.2 The minimum hire period is set at one hour. Aletheia reserves the right to require a refundable security deposit over and above the hiring charge as a surety against

damage to the premises (including equipment) or the premises being left in an unacceptable condition and therefore incurring additional costs for cleaning, caretaking and/or other expenses.

- 4.3 The Hirer will pay the full cost of repair or replacement of any fixture(s) or fitting(s) that become unserviceable or unsuitable for reuse through damage caused by any person attending the function, whether deliberate or otherwise.
- 4.4 Aletheia will seek to recover any unavoidable cost incurred which result directly from the cancellation of a letting. The timescale and charges for cancellations are at the discretion of the Operations Officer.

5. Conduct of Users

- 5.1 The Hirer is responsible for the behaviour of all persons organising or attending the function, and to be liable for any costs incurred by Aletheia or its academies, or any third party that results from any actions of any person organising or attending the function.
- 5.2 The full expectations of users are set out within the Terms and Conditions for use of academy premises, as shown in Appendix 1.

6. Management of Lettings

- 6.1 The day-to-day responsibility for the management of lettings has been delegated to the responsible member of staff in each member academy. Where appropriate, additional responsibilities, such as security and child protection, may be delegated to the relevant Designated Safeguarding Lead(s).
- 6.2 If the responsible member of staff has any concern about whether a request for a particular letting is appropriate or not, they will consult with the Headteacher/Head of School and, where appropriate, the Operations Officer.

7. Considering Applications for Lettings

- 7.1 Organisations seeking to hire academy premises should contact the relevant academy in the first instance. The responsible member of staff will decide on the application with consideration to:
 - The availability of facilities and staff;
 - The academy's Equal Opportunities, Health and Safety and Safeguarding policies; and
 - The Health and Safety considerations of the particular enquiry, such as number of users and restricted numbers, type of activity, qualifications of instructors, etc.

8. Issuing a Lettings Contract

- 8.1 Once a letting has been provisionally approved, a Lettings Contract will be provided to the Hirer.
- 8.2 The Lettings Contract should be completed, signed and returned to the issuer. The academy must be in receipt of this documentation before a letting takes place.
- 8.3 The person applying to hire the facilities will be invoiced for the cost of the letting, in accordance with the current scale of charges. Invoices must be settled in full

before the letting commences unless expressly agreed by the member of staff who has issued the Lettings Contract.

- 8.4 The income and expenditure relating to lettings will be clearly recorded by the academy and audited as part of the annual audit, forming part of the Annual Report and Consolidated Financial Statements.
- 8.5 Aletheia has the right to refuse an application, and no letting should be regarded as confirmed until approval has been given in writing and payment received in full. The reason for refusals should be recorded and fully explained to the applicant.

Appendix One: Hire of Premises Terms and Conditions of Use

All individuals, groups and organisations that make an application to use the premises are required to read these Terms and Conditions and agree to abide by them by signing the Lettings Contract. The Lettings Contract will be signed by the applicant or nominated person from each group/organisation.

1. Interpretation

'The academy' means the Board of Trustees of Aletheia Academies Trust, its employees and agents.

2. Purpose of use

The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the Letting Contract issued by the academy. The Hirer shall be responsible for ensuring that these conditions of occupation are observed.

The Hirer shall not assign or sub-let the whole or any part of the benefit of this agreement.

No interference is to be made with the academy property, equipment or premises which do not form part of the Letting Contract.

3. Health and Safety

The Hirer is responsible for the effective supervision of the arrangements and activities in the premises hired during the period of hire, and for the prevention of disorderly behaviour to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

A copy of the academy's Health and Safety Policy will be provided to the Hirer prior to the period of hire in addition to information on academy fire, emergency and evacuation procedures. The Hirer is responsible for familiarising themselves with the location of emergency exits, fire alarms, first aid kit(s) and/or defibrillator(s) before the start of their period of hire.

In the event of a fire or evacuation, Hirers are responsible for ensuring that all members of their group are evacuated to the appropriate assembly point and are accounted for.

The Hirer will immediately inform the academy of any emergency, accident or serious incident that occurs on the academy's premises. This may necessitate the Hirer contacting the relevant Site Manager/Premises Officer, whose contact details will be provided at the point of hire. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that they have organised, as necessary.

Hirers providing services to children, whether pupils at the academy or otherwise, must have policies and procedures in place to ensure children's safety and must provide evidence of these to the academy, if requested, such as a Safeguarding Policy or evidence of DBS checks.

Maximum numbers attending will be determined by the academy, taking consideration of the facility to be hired and type of event taking place. The academy reserves the right

to insist that the Hirer provides a suitable and sufficient fire risk assessment, at a cost to the Hirer, in advance of any booking where the academy deems that the potential number of attendees may directly increase risk in the event of a fire.

4. Payment of Hire Charges and Deposits

For short-term or one-off lettings, hire charges shall be payable in full 7 days before the date of booking. For last-minute bookings, the scale of hire charges is at the discretion of the academy.

Contracts for long-term lettings will be charged in termly periods. However, the academy reserves the right to charge annually in advance.

If a security deposit is withheld or not fully refunded, evidence will be provided to the Hirer, upon request, for the expenditure incurred as a result of additional costs (whether notional or otherwise) by the academy.

Each academy sets its scale of hire charges, details of which will be made available to the Hirer at the point of enquiry.

5. Responsibility of the Hirer for Good Order and Safety

The Hirer shall be held responsible for any damage to academy property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the academy immediately. The Hirer shall repay the academy on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or subsequent thereto if in relation to or by any reason of the hiring. Any such costs shall be in addition to the specified lettings charges.

The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting, using bins and recycling facilities as appropriate. It is the responsibility of the Hirer to ensure that the premises are left in the same condition in which they were found.

The Hirer must obtain express permission from the academy to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that equipment is in good repair and after use, safely stowed away in areas defined by the academy. Items no longer required by the Hirer or deemed by the academy to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such a request is not complied with by the Hirer within 7 days, the items may be disposed of by the academy and the Hirer shall reimburse the academy for any expense which it incurs.

The academy shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

The Hirer shall comply with any reasonable instructions given by the academy for the duration of their period of hire.

Alcohol is not allowed to be sold, resold or supplied on the premises unless express, prior permission has been granted by the academy and a license obtained by the Hirer.

Hirers wishing to supply (to members of a private club) or sell alcohol will be required to apply for a [Temporary Event Notice \(TEN\)](#) from the relevant local council. A TEN is also required in for the provision of entertainment, such as music, dancing or indoor sporting events or for the serving of hot food and drink between 23:00 and 05:00. Failure to supply evidence of a TEN will nullify the Lettings Contract immediately.

Smoking is not permitted within any of the academy buildings or grounds at any time. Illegal drugs are not to be brought onto or consumed on the academy premises; any such instances of this will be reported to the Police.

There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises.

The Hirer shall admit any member of academy staff to any function at any time to ensure that the conditions of this booking are complied with.

6. Indemnity and Insurance

Where the Hirer is required to have their own Public Liability Insurance, they will be required to provide a copy of the Public Liability Insurance certificate when submitting a completed Lettings Contract.

If the Hirer does not have Public Liability Insurance, or is not required to (such as for informal sports training), they agree to indemnify Alethia Academies Trust, its employees and agents against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, personal injury or death during the period of hire or before or after that time if such an injury or death occurs as a result of the negligence or breach of the duty of the academy.

7. Advertising

No advertising shall be permitted except without the prior written consent of the academy, **including via social media outlets.**

If permission is given, the Hirer must not indicate or imply in any way that the event is endorsed by the academy in any advertisements.

8. Cancellation

There will be periods of unavailability throughout the year due to arrangements that are of a priority to the academy, including periods of examinations, open evenings and any other academy event.

The academy reserves the right to cancel a booking at any given time without notice and without assigning a reason but will endeavour to give as much notice as possible. In such circumstances, the academy will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss of expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The

academy reserves the right to refuse any application for hire as it may deem fit or withdraw permission for hire at any time.

The academy reserves the right to charge for a cancellation period of up to four weeks in the event that a Lettings Contract is cancelled by the Hirer. If an event is cancelled less than two weeks before the event, the full fee will be payable.

Applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

The academy reserves the right to cancel a booking at any given time if it suspects that any of the above conditions have been broken by the Hirer, or any person organizing any function or event, or any conditions are likely to be broken by any person attending any function or event or connect with the function or event in any way.