

RESPONSIBLE PERSON(S):	CHIEF EXECUTIVE HEADTEACHERS
CURRENT VERSION:	001
DATE APPROVED:	NOV 2019
REVIEW CYCLE:	EVERY THREE YEARS
NEXT REVIEW DATE:	NOV 2022

REVIEW

The Board of Trustees have reviewed and agreed this policy in accordance with the legal requirements and/or recommendations of good practice.

Having agreed the policy, the Trustees undertake to review or amended the policy if the:

- Government or local authority, i.e. Oxfordshire County Council, produce new or revised regulations and/or guidance;
- Trust identifies and recommends changes which will serve to improve the policy, support the implementation of the policy and/or the related policy processes.

APPROVED BY THE BOARD OF TRUSTEES

Chair of Trustees: Jonathan Hopkins Signature: _____

Chief Executive: Fiona Hammans Signature: _____

RESPONSIBLE BODY

Within this policy “responsible body” means the Trust and/or Trustees of the Abingdon Learning Trust. The responsible body will endeavour to ensure that the level of related training, support, financial and non-financial resources are adequate to fulfil the responsible body’s functions in respect of this policy.

RESPONSIBLE PERSONS

The responsible persons accept the responsibility and accountability, delegated to them by the responsible body, and undertake to ensure adherence to, and the implementation of this policy and associated plans.

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1.0 INTRODUCTION

- 1.1 The Board of Trustees of Abingdon Learning Trust have full responsibility for the use of the School's premises during the school day and outside normal school hours, however this is delegated to the Local Academy Body (LAB) for each school in the Trust.

This includes the letting of School premises to outside bodies and the control of all income and expenditure associated with such activities.

The Trust and LAB positively welcomes the contribution that well run groups which organise community based activities are able to make. The Trust and LAB encourages such ventures through the use of lettings.

2.0 AIMS OF THE POLICY

- 2.1 The letting of the School premises shall not detract from the primary objective of the School as an educational establishment. Although providing a vital link with the community and other organisations, the letting shall be organised so that there is no disruption to the delivery of the curricula and at no cost to the pupils of the School or their education.
- 2.2 The Local Academy Board's policy is to encourage the use of School premises i.e. buildings, playing fields i.e. by the pupils, parents, the community and organisations ranging from sports clubs to senior citizens' clubs, local businesses.
- 2.3 The income received from the letting of the School premises will be used to assist the LAB to enhance and enrich the education and working environment of the pupils at the relevant school in the Trust.

3.0 EQUAL OPPORTUNITIES

- 3.1 The LAB consider the School to be a vital resource for the community individuals and groups who wish to make appropriate use of the School's premises are able to do so wherever this is reasonably possible. There will be no lettings to any organisations with an unlawful or extremist background.
- 3.2 The LAB positively encourages individuals or groups who wish to make reasonable use of the School premises, regardless of their race, gender, disability, sexuality or religion.
- 3.3 The LAB will not consider applications for letting from people under 18 years of age. The hirer will accept responsibility for being on the premises, being in charge of the premises let and for ensuring that all conditions of the letting agreement are observed, particularly those relating to management and supervision of the premises.

4.0 Health & Safety

During the period of the let the hirer will be responsible for ensuring the safety of those making use of the building and the safety of members of the public who may have cause to come onto the premises.

The hirer or its representative will be responsible for compliance with the Health and Safety Act in force at the time of the let and must comply with Abingdon Learning Trust Health and Safety policy. A copy of the Health and Safety Policy is available on the Abingdon Learning Trust website www.abingdonlearningtrust.org.

A hirer will be made aware of the fire exits and fire appliances on taking up the let. A copy of the School's fire Evacuation Procedure and Fire Safety Risk Assessment will be passed on to the hirer. All fire exits & equipment must not be obstructed in any way. In the event of a fire the hirer or its representative is responsible for the evacuation of those for whom it is responsible.

No alterations or additions to the electrical installations at the School may be made.

5.0 SAFEGUARDING AND CHILD PROTECTION

- 5.1 The LAB is responsible for ensuring that the school has effective policies and procedures for safeguarding children and young people. Where school premises are let to other organisations, and children/young people participate in the business/service of the hirer (i.e. they are on site during the specified times of hiring), the LAB will seek written assurance that the hirer has appropriate policies and procedures in place with regard to safeguarding children and child protection. Most importantly in these circumstances, the LAB will require written assurance from the hirer that all those engaged by the hirer (i.e. staff and/or helpers) to supervise children or regularly work with them in any other capacity, have been recruited following safer recruitment procedures¹ and vetted, where necessary, through the DBS process and are deemed suitable for the role. Where these written assurances have been given and the LAB is made aware that the said arrangements are not in place, the LAB will terminate the contract with immediate effect and without any financial liability falling to the school. Similarly, the LAB reserves the right to see the hirer's policies/procedures regarding safeguarding and child protection where they deem it necessary.

See Appendix D to complete and return to the School.

6.0 ALCOHOL /SMOKING

- 6.1 Abingdon Learning Trust does not hold a licence for the consumption or sale of alcohol. It is forbidden to sell or consume alcohol at external events without the prior permission of the hirer and if granted, without a licence for the consumption or sale of alcohol. The School is a non-smoking environment and smoking is forbidden on all parts of the school premises including all kinds of electronic cigarettes.

¹ Keeping Children Safe in Education

7.0 REGULATIONS FOR THE LETTING OF SCHOOL PREMISES

- 7.1 The LAB have adopted conditions of hire for the letting of School premises, the details of which are included to this Policy. These conditions must be strictly adhered to.
- 7.2 The Policy and the conditions of hire for the letting of School premises will be sent to all enquirers and be posted on the School's website.
- 7.3 Where public liability insurance cover has not been arranged by Abingdon Learning Trust the hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the School under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance **must** be provided to the Site Manager before the hire takes place.

8.0 GUIDELINES ON CHARGING

- 8.1 The LAB sets charges for lettings on the following guidelines: the Policy is to set charges to bring additional income to the School taking account of Best Value, including elements such as insurance cover, heating and lighting, cleaning, staff overtime, fair wear and tear.
- 8.2 Details of the charges are annexed to this Policy.
- 8.3 Decisions to waiver or reduce lettings fees are delegated to the Chief Finance Officer.
- 8.4 The LAB will review the charges for letting annually and reserve the right to review the charges at any time.
- 8.5 The LAB will give a minimum of 30 days' notice of any increase in charges for letting.
- 8.6 Period of Notice Refund Amount
- 15 days or more 90%
 - 8 to 14 days 50%
 - 0 to 7 days No refund

9.0 ADMINISTRATION OF THE REGULATIONS

- 9.1 While full responsibility for all lettings is with the LAB, the day to day management and administration is undertaken by the Project & Operations Manager and/or the Site Manager.
- 9.2 The LAB reserves the right to withhold permission to let any part of the School (although the right to make this decision may be delegated to the Head teacher and/or the Site Manager). In the case of dispute the LAB's decision is final.
- 9.3 The LAB reserves the right to refuse to let the premises to any group or individual for purposes that are inconsistent with the ethos of the School.
- 9.4 The School will make internal and/or external accommodation available as a first priority for its own in-house booking requirements. All staff will be made aware of the dates and times of regular

external lettings but as a general rule the second half of any one week will be prioritised for Parental/Teacher Consultation Evenings, concerts, productions and special school functions etc. normally staged in the Main Hall/Drama Studio. The Site Manager must be informed well in advance by the Senior Staff Member, Head of Year or Head of Department concerned regarding the date of a proposed function to enable any necessary discussions to overcome clashes with long standing external lettings.

9.5 The School will make internal and/or external accommodation available at an agreed charge for alumni and School association events. The Site Manager must be informed well in advance by the organiser of the date and requirements for any proposed function. Organisers of such events will adhere to the School's Conditions of Hire.

9.6 The hirer must sign a letting agreement form agreeing to the Conditions of Hire including a statement of costs.

9.7 The hirer must be aware of the impact of any noise on neighbours during their time in the school.

9.8 The hirer must not sub-let their booking time to any other person or organisation.

10 **REVIEW OF THIS POLICY**

10.1 The Trustees through its Finance and General Purposes Committee will review this policy every three years. It may however review this policy earlier than this if the government produces new regulations, or if it receives recommendations on how this policy might be improved.

END

ANNEX A – ABINGDON LEARNING TRUST LETTINGS POLICY

LETTING CHARGES

Charges are for Monday to Saturday outside normal school hours during term time. Availability and charges for Sundays or weekends are available on request.

Facility	First Hour	Subsequent Hours
Changing facilities	£25.00	£25.00
Drama Studio	£25.00	£25.00
General Classroom	£25.00	£25.00
Gymnasium/Sports Hall	£25.00	£25.00
Library	£25.00	£25.00
Main Hall	£25.00	£25.00
Conference Room	£25.00	£25.00
Music Performance Room	£25.00	£25.00
Netball Court (including posts)	£25.00	£25.00
Sports Field (per pitch) – includes toilet but not shower facilities	£25.00	£25.00
All other areas of the school	£25.00	£25.00

ANNEX B - BOOKING FORM

School Name and Address:				
Hirer – Organisation or Name of Hirer:				
Proof of Identity:	One form of photo ID is required please provide details of what was provided and checked eg Driving Licence/ Passport			
Contact Details: Name Address			Tel (Day) Tel (Eve)	
Details of Use: Brief description of the event/ purpose for the hire				
Days and Dates of Hire:			Number of occasions	
Details of who will be using the site:				
Accommodation Required	Times from/To	Fixed rate per session	Rate per hire/match	Charges
Hall				
Rooms (state No required)				
Sports Hall/Gym				
Changing Rooms>Showers				
Kitchen				
Sports pitch				
Other facilities				
Charges: Hire Charge Public Liability Insurance Fee if applicable				

Total Hire Charge:	
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HIRER

I have read, and will ensure observance by persons using the premises of, Abingdon Learning Trust's conditions of hire. I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises are in good order at the end of each session.

If required, I confirm that public liability insurance has been obtained in respect of both the hirer's liability to the public and their liability under the terms of this hire with a limit of indemnity of at least £5,000,000.

Signed Date

Name

Position held

This form must be sent to the Trust Business Manager email: finance@abingdonlearningtrust.org for approval and invoicing.

The booking will be confirmed by email. The email confirmation must be produced on arrival

ANNEX C - FIRE ORDERS

- Abingdon Learning Trust has 'Smoke Free' Schools and under no circumstances must anyone smoke on any of the School campuses or use any electronic smoking devices.
- There must be a designated person in charge of the activity who should have an accurate list of all participants.
- The person in charge of the activity should receive instruction from the representative of School on the fire procedure (normally the Site Manager or his deputy).
- The person in charge of the activity should brief all participants of the fire orders.
- If the fire alarm sounds participants should exit the school and assemble at the front of the school.

The Site Manager must be informed by the person in charge of the activity and account for all participants.

ANNEX D – SAFEGUARDING/CHILD PROTECTION DECLARATION

Safeguarding / Child Protection Declaration

The Local Academy Board of the School agree to transfer control of the identified premises for the agreed use of these premises by the User.

The Hirer undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children’s Board child protection procedures and the DFE guidance Keeping Children Safe in Education (2019).

Specifically the User will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using the School premises. (This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to the Designated Officer for the Local Authority (LADO) within 24 hours and before taking any action).

[Insert name of user representative] on behalf of **[insert name of User organisation]** accept the responsibilities to safeguard and promote the welfare of all the children or young people for whom we provide a service. I accept the requirement to follow the guidance and procedures outlined above and at paragraph 5.1 of the agreement.

I/we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of **[insert name of user organisation]** have been through the appropriate recruitment checks (identified in Keeping Children Safe in Education, 2019) and have received and will continue to receive on a three yearly cycle appropriate child protection training. Please note if a young person has been employed, you are required to follow Keeping Children Safe in Education procedures.

The hirer undertakes to uphold fundamental British values and will not seek to express or allow any individual in their organisation to express unlawful, radical or extremist views.

[Insert name of the ‘user’ representative] of **[insert name of the organisation]** make this declaration to confirm that we agree to and accept the expectations of this agreement outlined above and the transfer of control agreement (if appropriate).

Signed _____ (on behalf of user organisation)

Date _____

(Please attach a copy of your organisation’s Child Protection Policy with this declaration).