



Lettings Policy

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VERSION CONTROL			
VERSION	DATE	AUTHOR	CHANGES
2024	October 2024	ADR	Additional prices added in for lighting booth Page 6.

Vision

Developing people of good character who achieve excellence and make a positive contribution to their communities.

Mission

Our mission is to ensure that:

- students develop the knowledge, skills and character to live happy, healthy and successful lives – all are included and work hard to fulfil their potential regardless of background or starting point
- student choices are not limited by self-belief, opportunity or circumstance.

This can be achieved at Magnus through world class learning, high expectations and through encouraging personal, moral and spiritual development within a Christian framework.

OUR CORE VALUES...

All our work will be underpinned and driven by the following core values:

Determination

- Have the courage to work hard and keep going with a relentless drive to achieve excellence.

“Run in such a way that you may win” 1 Corin 9 v 24

Integrity

- Have the strength of character to choose honesty and truth always and be accountable for our actions.

**“We are taking pains to do what is right not only in the eyes of the Lord but also in the eyes of man”
2 Corin 8 v21**

Ambition

- Have the belief and drive to succeed, placing no limits on what can be achieved

“I can do all things through Christ who strengthens me” Phillips 4 v 13

Humility

- Recognise and respect the value of everyone and celebrate success together.

“Be completely humble and gentle; be patient, bearing with one another in love” Ephesians 4v2

Compassion

- Comfort and support all those in need and offer grace to all in our community.

“Be like minded, be sympathetic, love one another, be compassionate and humble” 1 Peter 3 v 8

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1. Aims and legal framework

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Ensure a wide range of community groups can access suitable, high-quality facilities at an affordable rate.
- Ensure the use of our facilities enable us to fulfil our school vision and to ensure all lettings are in accordance with our school vision, mission and values

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012

- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DFE (2022) Keeping Children Safe in Education 2022

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Sports studio
- Tennis/netball court
- Dance studio
- Main hall
- Music room
- Classrooms
- Playing fields

2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19.

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports hall	590 seated 1000 standing	Whole hall £37 per 55 minutes Badminton per court £10.50 per 55 minutes. Whole Basketball court £37 per 55 minutes Small basketball court £15 per 55 minutes
Sports studio	216 seated 290 standing	£23 per 55 minutes
Main Academy Hall	220 Seated	£26 per 55 minutes
Lighting Booth		£70 Per event
Outdoor tennis courts		£10 per court per 55 minutes

Outdoor net ball court		£10 per court per 55 minutes
Dance Studio		£25 per 55 minutes
Music room	34 seated	£14 per 55 minutes
Drama studio		£14 per 55 minutes
Classrooms	34 seated	£14 per 55 minutes
Field pitches		£30 per match
Playing fields		Whole field events £70 per day

3. Roles and responsibilities

The local governing body or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently across the Academy.
- Working with the headteacher 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.
- Overseeing the marketing of the facilities to ensure their use is maximised.

The headteacher will be responsible for:

- Acting as or appointing a designated premises supervisor.
- Working with the site manager 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 site manager 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 trust adheres to its Estates Management Strategy.
- Reviewing and, where necessary, amending the Community Sports Centre 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. The site manager will be 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.

Hirers will be 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 site manager to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the headteacher 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 headteacher.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Leisure Centre Risk Assessment.

4. Charging rates and principles

4.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. We may decide to impose an additional cleaning fee on top of the hiring rates. Where extra cleaning of the premises becomes necessary as a result of the letting then the cost of £25 will be added to the charge. This may be necessary because of the nature of the hiring either because a special clean is needed before the event or is needed to clear up and clean because of activities during the event. In either case the hirer will be made aware of the cost of the cleaning.

4.2 Cancellations

We reserve the right to cancel any agreed hire. Where possible we will give a minimum of 5 days' notice of cancellation. However, in exceptional circumstances this may not be possible and we reserve the right to cancel without notice. Where a booking is cancelled by us the hire fee will be refunded in full.

The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises may cancel any hire by giving a minimum of 7 days' notice in relation to any shortterm booking or 14 days' notice in the case of long-term bookings. If insufficient notice is received we reserve the right to seek payment of the relevant hire fee.. In this clause short term means up to and including a series of 4 bookings and long term means a series of more than 4 bookings.

4.3 Review

Hiring rates will be reviewed annually and any change to the rates will be advised to hirers before implementation.

5. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by **Adrian Grieve**, site manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Our normal terms are full payment on the day of the booking/event. If payment is required prior to the event taking place, any un-cleared payment prior to the start of the event may mean the cancellation of the letting.

We may accept credit accounts by submitted invoice on a monthly basis, payable with-in 14 days from date of invoice at the digression of the Director of Finance & Development

6. Health and Safety

Risk assessments

The site manager and headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities.

Emergencies

In case of an emergency, the on-site telephones can be used to call the emergency services. 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.

First aid

The site manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items. The site manager will show hirers where first aid kits are, should they be required. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Fire safety

The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises. The headteacher will make copies of the Academy's Fire Safety Policy available to the hirer prior to the first hire date. The hirer will be shown the trust's fire exits and evacuation points by the site manager prior to the first hire date.

Asbestos Academy's Asbestos Management Policy and asbestos management plan (AMP) before using the site.

The site manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

[Provide details of where ACMs are located within the school and ensure the hirer is aware of them before using the site.]

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If the trust finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, the Academy will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The Academy's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the trust's incident reporting procedures.

Smoking and alcohol

Smoking will not be permitted on the premises at any time. Alcohol will not be brought on to, or consumed on the premises unless this has been agreed in writing by the Headteacher.

7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

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 extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact

- Adrian Grieve, site manager - AGrieve@magnusacademy.co.uk / 01636 680066 ext 2530
- Lindsay Thompson, School DSL – LThompson@magnusacademy.co.uk / 01636 680066 ext 2525 as soon as reasonably practicable.

All hirers must state the purpose of the hire. Each application will be vetted by the site manager, Headteacher and DSL prior to approval.

When determining whether to approve an application; the head teacher / board of governors will consider the following factors:

- The type of activity
- Possible interferences with academy activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The academy's duties with regard to the prevention of terrorism and radicalization
- Whether the letting is deemed compatible with the vision and values of the Academy.

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).
- Is not compatible with the vision and values of the Academy.

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorized, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Academy will contact the police/school security who will remove the person or group from Academy premises.

All hirers will read and review the Academy's Child Protection and Safeguarding Policies.

8. Using the site

The hirer will liaise with the site manager to ensure the Academy remains secure before, during and after use.

Hirers will be given an emergency contact number for the site manager in case of any security breach or emergency.

The premises will not be available to hirers after **10:00pm**, to avoid any noise complaints from neighbouring residents.

The lettings assistant will remain on site until **10:00pm** to manage all lettings for the evening.

Keys or security codes will not be passed to any hirer or other person without written permission from the Headteacher.

The lettings assistant will ensure the site is clean and secure ready for the next day.

The Academy uses a 'three strike rule' when handling complaints lodged against hirers; however, the Academy reserves the right to take more severe action depending on the nature of the complaint.

- 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 towards 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 Academy also expects the hirer to issue an apology to the Academy and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

The Academy's car park is available to hirers during their time on the premises; however, the Academy will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the premises for additional parking.

In the event that additional parking is required, this should be arranged in advance with the site manager. The site manager will ensure the Academy premises remain accessible to the emergency services, should they be required.

9. Equipment

Hirers will identify any equipment they require from the Academy and detail this in their application form; hirers must seek permission from the Academy to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site manager or headteacher. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises and fire regulations.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

The Academy cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

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.

Hirers will report any stolen or missing equipment to the site manager/letting assistant immediately.

Risk assessments for manual handling will be carried out by the headteacher and site manager in accordance with the Manual Handling Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Academy before carrying this out.

The hirer will prepare food and drink in line with current food and hygiene regulations.

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.

Hirers will not bring animals onto the premises without permission from the headteacher.

10. Monitoring and review

This policy will be reviewed annually by the local governing body and the headteacher.

The scheduled review date for this policy is **Jan 2024**

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our lettings policy and our rates of hire.

If you have any questions, please contact Adrian Grieve, site manager - AGrieve@magnusacademy.co.uk / 01636 680066 ext 2530

Name	
Address (for invoicing purposes)	
Organisation	
Contact number	
Email address	
Deposit amount	
Payment method	
Requirements	
Date of hiring	
Time of hiring	
Trust	

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 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:	

Please return this form via email to Adrian Grieve, site manager; AGrieve@magnusacademy.co.uk or to the school office at Earp Avenue, Newark NG24 4AB or using the office email address, office@magnusacademy.co.uk. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shar

Appendix 2: Confirmation of hire template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the terms of the letting policy.

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Proof of Safeguarding checks, policies, and training
- Licensing relevant to your hire
- Proof of health and safety training relevant to your hire We've

attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- School health and safety policy
- Child protection policy

Please make sure you're familiar with these before the date of hire.

You can contact Adrian Grieve on agrieve@magnusacademy.co.uk with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]