



# Lettings Policy

## Document provenance

This policy was approved by:

Approver: Finance Committee

Date of Approval: June 2023

ELT Owner: Chief Operating Officer

Date of Review: June 2025

*Unless there are legislative or regulatory changes in the interim, this policy will be reviewed every 2 years. Should no substantive changes be required at that point, the policy will move to the next review cycle*

## Policy purpose and summary

This policy outlines the approach the procedure for the hiring of spaces within E-ACT Academies.

## Related policies or guidance:

- Health and Safety Policy<sup>1</sup>
- Safeguarding and Child Protection Policy<sup>1</sup>

## Lettings Policy

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<sup>1</sup> [E-ACT Website](#)

## 1. Introduction and Purpose

- 1.1. The E-ACT lettings policy aims to facilitate fair use of E-ACT facilities by local communities. E-ACT is committed to generating additional income from the hire of our facilities which provides additional income to our educational funding and helps maintain the standard of our facilities.
- 1.2. As part of our community involvement, promoting community use of our facilities is important to us. We will promote a balanced range of activities across the Trust and give preference to those in which our pupils can play an active part.
- 1.3. Where applicable, any E-ACT academies which offer extended stay to pupils will give preference to our pupils and our facilities will not be used in any way that is detrimental to them. We reserve the right to cancel any booking without notice should we have cause for concern.
- 1.4. E-ACT is committed to supporting the Government's Prevent Strategy. In upholding our Child Protection and Safeguarding Policy we identify risk and work with local partners to prevent radicalisation and extremism.
- 1.5. We will not hire or let any E-ACT premises to any party, individual or group that we feel would be in conflict with our duty under the Prevent Strategy<sup>2</sup>, or who may disseminate radical views to pupils and/or staff. We reserve the right to carry out checks on organisations who apply to us under this policy to ensure compliance with our policy and statutory legislation.

## 2. Scope

- 2.1. This Policy applies to all staff

## 3. Equality

- 3.1. In accordance with the Equality Act 2010, the specific legal obligations, and duties in relation to discrimination and social inclusion, we seek to:
  - eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Act;
  - advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
  - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 3.2. Our academy is committed to supporting the above statements and we expect hirers of the academy to share in this commitment. Unlawful discrimination and harassment of any member of the academy community is expressly prohibited.

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<sup>2</sup>Statutory guidance on the Prevent duty, which explains schools' duties under the Counter-Terrorism and Security Act 2015: <https://www.gov.uk/government/publications/prevent-duty-guidance>

## 4. Facilities available for hire and prices

- 4.1. E-ACT academies are at liberty to decide which parts of their premises are available for hire ('the Facilities') and what prices are set. The expectation is that academies will charge in line with local market rate and that a fair booking system is in place which gives opportunity to all groups. All final letting costs for any category of hirer and type of booking must reflect the cost incurred to the academy.
- 4.2. E-ACT academies may have a discounted pricing structure for local community groups.
- 4.3. Application for this is to be made by the local group (see Appendix A Application Form) and each case will be considered by the academy on its individual merit.
- 4.4. In circumstances where individuals wish to hire the Facilities (e.g., for a birthday party or similar), each application will be considered by the Regional Facilities Manager along with the Regional/Academy Premises Manager or Community Sports Manager (RFM/CSM). Such hires would need to be supervised by at least one member of E-ACT staff unless the hirer has Trusted Status. To confer Trusted Status to a hirer the RFM/CSM must put a case in writing to the Director of Academies Finance who must authorise the granting of Trusted Status. Where a hirer has been granted Trusted Status, this must be reviewed and re-authorised on an annual basis. General after school clubs within school hours and arranged directly by the school will be led by the Headteacher who carry out any relevant risk assessments with the site team and make arrangements for finance to issue/process invoices.
- 4.5. Academies and regions must have a clear audit trail and a robust method of billing, thus ensuring cash, cheques, and electronic bank payments are handled appropriately and internal audit can, if required, review any booking from initial agreement, through to use of the facilities and income recorded correctly in the accounts system. Regions must also ensure the correct and accurate recording of VAT is applied.

## 5. Terms and Conditions of Use

- 5.1. The terms and conditions are the minimum expected between an E-ACT academy and a hirer(s). These need to be agreed and signed by both parties (see the declaration required in Appendix A).
- 5.2. These terms and conditions, together with the Application Form to hire the facilities, shall constitute the contract between E-ACT Academy and the hirer(s).

## 6. Application

- 6.1. Applications for hire must be made on an Application and Declaration Form (also known as a Booking Form). The Application and Declaration Form will form the basis of the license to use EACT facilities and an example form is provided in Appendix A. Application and Declaration Forms may be tailored to suit individual academy requirements (e.g. the use of a tailored form for the hire of swimming facilities); however, tailored forms must still include the core information and

declarations to ensure compliance with the Lettings Policy, and the tailored format must be authorized by the Education Directors prior to adoption by the academy.

- 6.2. If an organisation is hiring the facilities both the organisation itself and its members are jointly and severally liable under this agreement.
- 6.3. The hirer must ensure that everybody making use of the facilities complies with the conditions of use. This agreement is personal to the hirer and may not be assigned to any third party.
- 6.4. The number of persons using the facilities shall not exceed the number advised by the hirer and authorised by the academy.

## **7. Cancellation**

- 7.1. There will be at least two weeks' notice, in writing to the academy, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee, or full fee if within one week.
- 7.2 The cancellation policy applicable to the hire must be communicated in writing to the hirer prior to the hire.
- 7.2 3 The academy reserves the right to cancel any booking at any time in the event of the academy requiring any of the facilities for academy and education purposes or for any other reason which is considered necessary by the academy. Please note that this may be at short notice but as much notice as possible will be given.
- 7.4 The academy reserves the right to cancel any booking from a hirer that has fallen into arrears with payment for previous hires. See also clause 8.2

## **8. Payment**

- 8.1. New hirers must pay the first hire fee in full upon signing and submitting the Application Form. 'Turn up and play' and 'One-off event' (e.g., Birthday Party) hires must always be paid in advance. Payment terms for block bookings can be set by individual academies to allow reasonable terms to be agreed with recurring hirers; however, payment must always be required in advance if a specific risk of payment default by a hirer is identified (e.g. history of payment outside of agreed terms) and the maximum payment terms that can be given are 30 days from the end of the month of the hire. At the Education Directors discretion, a security deposit of 50% made be used as an alternative to paying upfront, in the event that paying upfront proves problematic.
- 8.2 Where a hirer is given credit payment terms these must be strictly adhered to. If a hirer exceeds payment terms, then future hire bookings must be put on hold immediately and can be cancelled.

## **9. Indemnity and Insurance**

- 9.1. The hirer shall be responsible for all damage caused and shall indemnify the academy against all loss, damage, and expense unless due to the negligence of the academy and any such damage shall be reported immediately to the academy.
- 9.2. Any damage caused to the facilities (or elsewhere in the academy) shall be compensated to an extent considered reasonable at the discretion of the academy, within seven days of a written demand.
- 9.3. The hirer shall indemnify the academy against all and any expenses, liability, loss, claim, and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the facilities unless due to the academy's negligence.
- 9.4. The hirer shall obtain insurance against legal liabilities to third parties (including the academy) with a limit of indemnity of at least £5 million for any one incident. The Certificate of Insurance must be attached to the Application Form.
- 9.5. The provision of insurance documentation would not apply to individuals wishing to hire. A deposit would be required, and this amount should be agreed with the Regional Facilities Manager (RFM) (who in term must agree with the Finance Lead in advance of the application for hire being approved. See 4.4 above for the approval process for individuals wishing to hire.

## 10. The Premises

- 10.1. Access is restricted to the facilities and any toilets and access shall only take place during the designated time and for the permitted purpose. The Application Form in Appendix A will confirm the facilities that can be accessed.
- 10.2. No open flames are allowed. Smoking or vaping is not permitted anywhere on the site.
- 10.3. The hire of the Facilities does not include the use of any equipment, including PE, except where specifically agreed between the parties; such equipment will be detailed in the Application Form and may be subject to further fees; kitchens and catering equipment shall not be used unless approved by the academy subject to any conditions that may be imposed.

## 11. Performing Rights and Licenses

- 11.1. No copyright works shall be performed in the facilities without the license of the copyright owner and the hirer shall indemnify the academy against any penalty or sanction for any copyright infringement that may occur.
- 11.2. The hirer shall not use the facilities for any purpose or activity for which a license or permission is necessary, e.g., preparation and sale of food, unless such a license has been obtained along with prior written permission from the academy.
- 11.3. The facilities shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the academy.

11.4. No alcoholic drinks shall be brought onto academy premises except where the Headteacher agrees otherwise and where a license has been obtained.

11.5. No film or video shall be shown or taken in the facilities without the academy's prior consent.

## 12. Health and Safety

12.1. The hirer is responsible for the health and safety of everybody using the Facilities (including first aid) and must make itself aware of the fire precautions and procedures in existence.

12.2. Electrical apparatus shall not be brought onto the facilities without the academy's consent, and all electrical equipment must have an 'in date' PAT test.

12.3. Animals, other than guide dogs, are not permitted in the Facilities without the written prior consent of the academy

12.4. The hirer will leave the facilities in a clean and orderly state.

12.5. The disposal of any refuse arising from the use of the Facilities is the responsibility of the hirer.

12.6. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 or vulnerable adults, even if this is supervised.

12.7. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the academy site.

12.8. All clubs/organisations hiring the facilities must have the following policies in place:

- Health and Safety
- Quality Assurance
- Safeguarding and Child Protection (if working with children).

## 13. Preservation of Order

13.1. The hirer shall not cause nuisance or annoyance to the occupiers of any neighboring premises.

13.2. The academy does not accept any responsibility for any articles of property left by the hirer, their guests, agents, or any member of the public in the facilities during the period of the hire. No equipment may be stored in the facilities.

13.3. The hirer must provide details of a "Nominated Responsible Officer" who must be present on site at all times of the agreed hire period. This person will be

responsible for ensuring that the terms and conditions of use are adhered to whilst in the facilities and will also be the point of contact between the persons using the facilities and our E-ACT staff on site.

## 14. Responsibilities

- 14.1. The following responsibilities apply in respect of this policy:
- Board of Trustees – Responsible for approving the Policy.
  - Chief Operating Officer – Accountable for ensuring that implementation and compliance of the Policy is effective trust-wide.
  - Regional Facilities Manager - Responsible for ensuring compliance at a regional level.
  - Headteachers the Regional/Academy Premises Managers – Single Point of Contact – (SPoC) or Community Sports Manager – Responsible for approving lettings applications and ensuring compliance with the policy in the academies as well as impact to premises and resources.

## 15. Monitoring and Compliance

- 15.1. Additional advice and support to help individuals comply with this policy can be sought from the Finance Lead.

<b>Appendix A: Lettings Application and Declaration Form</b>		
<b>Hirer</b>	Full Name:	
	Address:	
	Postcode:	

	Telephone:	
	Email:	
	<i>If acting on behalf of a business, club, organisation etc. please state its full name and address plus your position there.</i>	
	Name of organisation:	
	Address:	
	Your position:	
<b>Nominated Responsible Officer</b>	<b>Responsible Officer:</b>  Name:  Signed:  Date:  <b>Secondary Responsible Officer:</b> <i>(to act as responsible officer in absence of the named above)</i> Name:  Signed:  Date:	

<b>Areas and Facilities to be included in this Hire</b>  <i>(Please complete next section if this application is for a regular booking)</i>	Day/Date(s) Required:	Area/Facilities	Start time	Finish time
<b>Regular</b>	<b>Days of the week:</b>	<b>Start Time:</b>	<b>Finish Time:</b>	<b>No. of Weeks:</b>



<b>Bookings</b>	<i>(please circle all days required)</i>								
	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	<b>S</b>		
	<b>First date required:</b>				<b>Last date required:</b> <i>(or ongoing)</i>				
<b>Area/Facilities Required:</b>									
<b>Further details</b>	Event Title								
	Is the event/activity exclusively for 0-19 year olds?			Yes	No				
	Expected Numbers								
	Equipment Required (please list):								
	<i>Please note that hirer's own electronic equipment must be PAT tested. We can arrange this for a fee if necessary.</i>								
<b>Payment</b>	Unless otherwise agreed, <b>full</b> payment must be returned along with this agreement, in order to secure your booking. Please make cheques payable to (enter payment details) and electronic bank transfers made to (enter payment details).				<b>Total Amount Attached:</b>				
<b>Insurance</b>		All hirers <b>must</b> have public liability insurance with		Name of Insurer:					
				Policy Number:					
				Expiry Date:					
				Limit of Indemnity:					
		Minimum cover of £5,000,000.00		<i>Please enclose a copy of the insurance certificate when returning this form</i>					

<b>DBS checks/ Certificates/ Qualifications</b>	If this activity involves young people (under the age of 18), have all staff working with the children been Enhanced DBS checked?	Yes	No
	<i>If yes, please enclose copies of all certificates when returning this form</i>		
	If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications?	Yes	No
	<i>If yes, please give details below:</i>		

**References** Please give the contact names & addresses of two organisations we may contact for a reference (including previous/current premises used):

Name of organisation	Address	Tel no.	Email
1.			
2.			

<b>Declaration</b>	1. I have enclosed the appropriate amount for hiring charges	Yes	No
	2. I have read and agree to be bound by the TERMS & CONDITIONS OF USE	Yes	No
	3. I agree to indemnify E-ACT against any claims for loss or damage or personal injury or any associated costs arising from this agreement.	Yes	No
	Signature:		
	Name and Position:		
	Date:		

**Return**

Once fully completed, this application form, a copy of your public liability insurance certificate and your total fee due must be returned to the below address:

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<b>FOR OFFICE USE ONLY</b>	
<b>Approval of hiring by Academy or Regional Facilities Manager:</b>	
<b>Agreement Date:</b>	
<b>Customer reference:</b>	
<b>Booking reference:</b>	
<b>Insurance check due:</b>	

### Community Use Pricing

*If you are running a sports club or activity that is specifically aimed at residents in the local area or is beneficial to the local community or our pupils.*

*If you believe that your activity fulfils these criteria, please outline the reason for this below and we will confirm whether or not a community discount will be applied.*

Step	Activity	Responsible Staff Member	Staff members involved at academy level	Process(es)	Notes
1	Potential hirer requests a letting	Regional/Academy Premises Manager or Community Sports Manager (CSM)	Regional/Premises Manager for enquiries 9am-5pm. After 5pm lettings staff can take and process 'turn up and play' bookings, but all club/block booking enquiries are passed on to the RFM/CSM to deal with the following day. Some lettings staff are on historic contracts, the remainder are on zerohours contracts.	Hirer asked to complete the relevant Application & Declaration Form (Booking Form). Form will be emailed by RFM/CSM to the hirer or a paper copy provided at front office.	Details of facilities for hire and rates are on the academy website and booklets are available from the office. Facilities are also promoted via social media accounts.
				Hirer asked to provide proof of liability insurance	If a club/block booking
				Hirer asked to provide written confirmation that DBS certificates are held by relevant individuals at the club including the hire lead. Hirer is also asked to provide written confirmation that qualifications are held by relevant individuals at the club were applicable (e.g. for	If a club/block booking. NB: DBS not required for after-school hours turn up and play bookings. Risk is mitigated by the sports facilities having a separate entrance to ensure segregation from students at afterschool clubs and

				swimming clubs).	by duty officer and caretaker walk-arounds.
				A standard Community Use Discount may be applied or a Student/16-17/OAP concession offered on the hire of some facilities (e.g. Fitness Centre).	
2	Authorisation process	RFM/CSM	RFM/CSM for all club/block bookings & event bookings. After 5pm lettings staff can authorise 'turn up and play' bookings.	Completed booking form returned, reviewed & signed off. Booking details are entered in the Booking System (e.g. Avalon).	If written confirmation re DBS & insurance certificates is not provided then the booking form is not signed off and the booking is not processed
					New hirers are required to make a minimum onemonth upfront payment.
					If a banned hirer register is maintained

					the new hirer should be checked to the register
3a	Invoicing & payment - turn up and play bookings	RFM/CSM	Lettings staff take cash at the front office. RFM/CSM checks the cash takings the following day.	Cash is put in a locked cash tin and kept in the safe. A cash count sheet is filled in and the cash received also logged in the Booking System. At the end of the evening a cash received report is generated in the Booking System and matched with the cash sheet and amount in the tin. The following morning the	

Step	Activity	Responsible Staff Member	Staff members involved at academy level	Process(es)	Notes
				CFM/CSM checks the report, the cash sheet and counts the cash in the tin. On a weekly basis the cash is collected for banking.	
			CFM/CSM provides reports to the finance team	The RFM/CSM generates a weekly cash letting income report from the Booking System and sends this to the finance team. The CFM/CSM also maintains a separate	

				spreadsheet of cash letting income for the week and reconciles this to the Booking System report.	
			Finance team	The finance team generate a cash sales invoice in PSF	VAT treatment is based upon the nature of the hire and the invoice raised accordingly.
3b	Invoicing & payment - other bookings	RFM/CSM	RFM/CSM	CFM/CSM generates a report of lettings for the month from the Booking System and sends this to the finance team.	VAT treatment is based upon the nature of the hire and the invoice raised accordingly.
			Finance team	The finance team generate sales invoices in PSF and sends these to the hirers.	Payment terms are 30 days from invoice date. Payments are made by cheque or bank transfer.
			RFM/CSM	Refunds are not provided for cancelled bookings but as long as notice of cancellation of at least 24 hours is given then a replacement booking will be made without additional charge	



			Finance team & CFM/CSM	The finance team monitor outstanding invoices and advise the CFM/CSM of any that are overdue. CFM/CSM then chase the hirer for payment. If no progress is made future bookings for the hirer are put on hold and a debt collection agency are engaged to recover the debt.	The CFM/CSM will also advise the regional Finance Lead of the situation
4	Letting	RFM/CSM	Lettings staff & CFM/CSM	CFM/CSM have a changeover session when the letting staff begin their shift and provides an information sheet which details bookings for the shift. Lettings staff also have access to the Booking System and can check bookings in the system	
			Lettings staff, duty officer & caretaker	Access to the facilities is provided to the hirer for the duration of the letting	The duty officer & caretaker are onsite and the duty officer undertakes a walk-round to ensure there are no problems during the letting.
<b>Step</b>	<b>Activity</b>	<b>Responsible Staff Member</b>	<b>Staff members involved at academy level</b>	<b>Process(es)</b>	<b>Notes</b>

			Lettings staff, duty officer, caretaker & CFM/CSM	If the hirer has a problem or complaint during the letting they can discuss this with the letting staff at the front office	If a significant problem arose during a letting then the letting staff would advise the caretaker and the CFM/CSM may also be contacted.
			If a hirer failed to comply with the terms of the letting or caused damage to facilities the lettings staff inform the CFM/CSM. The CFM/CSM would then decide what action was required.		

## Appendix C: Induction for Vivify Lettings Employees

### Induction for Vivify Lettings Employees

Date of Induction: .....

E-ACT School Site: .....

Name of Vivify lettings employee being inducted: .....

Name of E-ACT Site Operative giving induction: .....

Vivify Enhanced DBS No: .....

Date of DBS cert: .....

**Induction Topics:**

*To be completed by Vivify's Lettings Employee*

<b>Site Safety &amp; Security</b>	
I confirm I am to take responsibility for keys and fobs that give access to the following School areas:  .....  .....  .....  .....	
I confirm that the keys and fobs listed above will remain only in my custody and will not be handed to any other person, unless they are a Vivify inducted employee.  If keys are passed to another Vivify inducted employee, this must be confirmed to Ricky Bryant, the School's Site Operative at the earliest opportunity.	Yes/No
I confirm that I will not allow onto the School site any persons who are not part of a Club or Group who have pre-arranged use of the School premises.	
I confirm that I will check the site thoroughly before I leave to ensure all areas are safe, clean and tidy, all hirer-owned equipment has been removed, and all School equipment is back in place.	Yes/No
I will ensure that the site is properly locked and alarms and CCTV are set when I leave. I will not leave the School site unless I am confident the site is secure.	Yes/No
I confirm I know the telephone number of who to contact in case of a security emergency.  Who is this? .....	Yes/No
<b>Fire</b>	
I agree that I have been inducted on the fire system, that I understand where the smoke sensors are situated, and that all cooking (or other) activities will be managed in order to reduce the risk of activation.	Yes/No
I am confident in how to manage fire evacuations, I know the location of the assembly point and confirm that I will share this information with the hirers. I will ensure that all fire routes remain clear at all times.	Yes/No
I confirm that I will not allow any smoking or vaping within the School perimeter.	Yes/No
I confirm I know the telephone number of who to contact in case of a fire emergency.  Who is this? .....	Yes/No
<b>Accidents/Incidents</b>	
I confirm that I am confident in managing accidents or incidents on the School premises.	Yes/No

I confirm that I will ensure that any accidents or incidents occurring on the School premises will be reported to Ricky Bryant (Site Operative) by telephone and email at the earliest opportunity.	Yes/No
I confirm I know the telephone number of who to contact in case of a accident and emergency.  Who is this? .....	Yes/No

I confirm that myself and the Site Operative have discussed all the topics above and that I am happy to act as Vivify's Lettings Employee on E-ACT's behalf. I confirm that I will keep the site safe and secure and will act in E-ACT's best interests at all times.

Signature of Vivify Lettings Employee: .....

I am happy that the Vivify Lettings Employee has been inducted on all the above topics to my satisfaction.

Signature of E-ACT Site Operative: .....