

# Lettings Policy

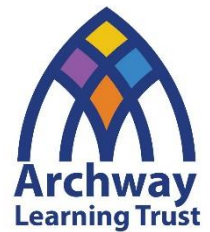


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Responsible Officer: Operations Director

## Trust Ethos, Mission, Vision and Values



The Trust believes in the transformational power of education for each individual and that this is enhanced through collaborative working between the academies.



Working together, transforming lives

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Where the word 'Trust' is used in this document it refers to Archway Learning Trust.

Where the word 'Advisory Board' is used it refers to the Academy Advisory Board (AAB) of an individual academy within the Trust.

Where appropriate the AABs of individual academies will publish details of the procedures and practices to implement Trust policies.

The term 'Trust Executive Leadership Team' (ELT) is comprised of the Chief Executive Officer, Director of Education, Regional Director, Chief Finance Officer, Director of Corporate Affairs, Director of Operations, and Director of People Strategy.

Where the word 'users' is used it refers to staff, future staff issued with ICT access and/or hardware, AAB members, volunteers and regular visitors.

Where the phrase 'Senior Leader' is used, this refers to the ELT, Principals, Headteachers or Business Services Director within the Trust.

Where the phrase 'Principal' is used, this also refers to Headteachers.

### **Related Policies and Procedures**

- Data Protection Policy
- Finance Policy
- Health, Safety and Security Policy
- Safeguarding Policy

## **1. Policy Statement**

- 1.1. The Trust regards the Trust estate buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.
- 1.2. However, the overriding aim of the Trustees is to support each Academy in providing the best possible education for its students. Any lettings of the premises to outside organisations will be considered with this in mind.
- 1.3. All lettings shall be managed through the wholly owned subsidiary company Bluecoat Academy Trading Limited.

## **2. Scope and Principles**

- 2.1. This policy applies to the letting of land, buildings and other facilities across all academies within the Trust
- 2.2. Bluecoat Academy Trading Limited will retain income derived from lettings and the costs incurred by the Trust will be met from this income. Bluecoat Academy Trading Limited shall not enter into letting arrangements where the full costs of the letting are not met by the income derived from the said letting unless there is a direct benefit to the students of any Academy within the Trust. Where an Academy considers a cost sharing arrangement to be in the direct interest of its students any such costs shall be taken from the Academy's unrestricted reserves.
- 2.3. The Trust premises will not be let to individuals or organisations, if there is reason to believe that the name of the Trust or any single Academy within the Trust may be brought into disrepute. Decisions whether to permit lettings will be delegated to each Academy Principal who will provide updates to the Academy Advisory Board and the Trust Executive Team.

## **3. Charges**

- 3.1. The Academy Principals, with support from the Trust, are responsible for setting charges for the letting of the Trust premises. These will be published by each Academy within its procedural documents. Charges for lettings will be reviewed annually. The charges for lettings take into account all costs to Bluecoat Academy Trading Limited including, duty manager hours, cleaning costs, administrative charges, corporate costs, wear and tear and a profit element. Charges are set exclusive of VAT. VAT will be added as appropriate to the letting charge.
- 3.2. The Trustees have agreed to define lettings under the following categories:
  - a. Partner lettings: organisations and institutions which work very closely with the Trust or any Academy within the Trust and whose activities directly support the students of any Academy within the Trust. These lettings will normally be charged to at least recover all additional costs associated with the letting. In exceptional circumstances where an Academy decides to support an element of cost sharing any such cost will be covered by the Academy's unrestricted reserves.
  - b. Community lettings: Non-profit making organisations and institutions or organisations and institutions based in the local community whose activities directly benefit the local community. These lettings will be charged to at least recover any costs associated with the letting.
  - c. Commercial lettings: All other lettings. These lettings will be charged at full cost plus an income margin element for the Trust.

3.3. Charges for lettings will be calculated in accordance with each Academy's schedule of charges.

3.4. Charges will be made for any additional services and equipment hire.

#### **4. Insurance**

4.1. The Trust premises are insured by Zurich Municipal to cover public liability for hire of the premises. Where an Academy does not subscribe to the Trust insurance policy, it will ensure that adequate cover is in place by the DFE RPA self-insurance scheme. All hirers must carry sufficient Third Party Liability insurance. In the absence of this, a charge for insurance will be made.

#### **5. Health and Safety**

5.1. All persons hiring the Trust premises will be expected to conform to the relevant Health & Safety regulations and the Trust Health and Safety procedures.

#### **6. Booking arrangements**

6.1. All bookings must be made in advance. Appropriate forms are available from each Academy's offices. Invoices will be raised and receipts sent on payment. It is expected that payment will be made prior to the booking taking place for one-off bookings or within 30 days of invoice date for ongoing regular bookings.

#### **7. Cancellation of a booking**

7.1. The terms and conditions of the letting should require at least one week's notice of the cancellation or alteration for one off bookings (24 hours' notice for regular bookings). If such notice is not received, the lettings fee continues to be payable and will be charged to the hirer. The Trust or the Academy reserves the right to cancel any letting at short notice should circumstances dictate.

#### **8. Safeguarding**

8.1 Academies must ensure that they have adequate procedures for lettings to ensure that the safety of the students at the Academy is maintained. The Academy must ensure adequate safeguarding procedures for all hirers working directly with young people of the Trust including, but not limited to, requesting sight of appropriate DBS and other checks.