# **Lettings Policy**

## RIDGEWAY EDUCATION TRUST

Approved by Finance & General Purposes Committee: 10<sup>th</sup> June 2025

Review date: June 2027

## Ridgeway Education Trust Lettings Policy

### 1. Aims and scope

Ridgeway Education Trust is committed to ensuring that the premises and facilities across its schools are utilised effectively and responsibly to support appropriate community and commercial activities, in line with the Trust's Articles of Association.

The aims of this policy are to:

- Enable the use of school premises by community groups, local organisations, or commercial enterprises where appropriate and beneficial.
- Ensure that such use is at least cost-neutral to the school's delegated budget and does not require subsidy from educational funds.
- Recover the full cost of lettings through a structured charging model and, where possible, generate additional income to support school development.
- Ensure that all lettings are managed in a way that does not compromise the Trust's primary function of delivering high-quality education.
- Facilitate safe and compliant use of facilities, adhering to all relevant legislation, government guidance, and comprehensive risk assessments.

Lettings may be managed either directly by the school or through an appointed external provider, depending on the needs and capacity of the individual school. Regardless of the delivery model, all lettings will be managed in line with the principles and safeguards outlined in this policy.

#### 2. Areas available for hire

#### 2.1 Rooms available for hire

In general, the following areas may be made available for external hire at Ridgeway Education Trust schools:

- Sports halls and gymnasiums
- Main school halls
- Libraries
- Classrooms
- Playing fields
- Car parks
- Meeting and conference rooms

The specific facilities available for hire will be determined by the Headteacher, in consultation with the School Business Manager (where applicable). A record of all hireable areas will be maintained at the school level.

School kitchens, as well as technology and design/technology (DT) classrooms, will not normally be available for external hire due to their specialist nature. Any exceptions to this must be approved by the Chief Operating Officer, who will assess the request in relation to health and safety requirements, appropriate supervision, and suitability of use by the proposed hirer.

### 2.2 Room Capacity and Safety Compliance

To ensure compliance with health and safety regulations and fire safety requirements, the maximum occupancy of each room available for hire will be calculated using the Occupant Load Factor Table below. This table sets out the minimum floor space required per person, depending on the type of activity or use of the room.

Room capacity will be determined by dividing the total usable floor area (in square metres) by the applicable load factor (m² per person) from the table. The School Business Manager or designated representative will ensure that these calculations are reviewed and confirmed for each letting.

Use of Hall / Room	m² per person
Area for standing	0.3
Amusement arcade, assembly hall, bingo hall, club concourse, dance hall, etc	. 0.5
Bar (dependent on seating and tables)	0.3 – 0.5*
Bowling alley, billiard room, games & sporting activities	9.3
Conferences, dining room, restaurant (dependent on seating and tables)	1.0 – 1.5*
Studio (radio, film, TV, recording)	1.4
Common room (lounge, reading room, staff room, waiting room)	1.0

<sup>\*</sup>Note: Load factors marked with an asterisk will vary based on the layout and the amount of fixed or movable seating and tables to be provided.

All hirers will be informed of the maximum occupancy for the area they intend to use and must comply strictly with these limits.

## 3. Charging principles

#### 3.1 Rates

Each school within Ridgeway Education Trust will establish and maintain its own schedule of hire charges, based on the following principles:

 Charging rates will reflect the cost of use, including utilities, wear and tear, and staffing where applicable.

- Schools may choose to offer reduced rates or free use of facilities to organisations or activities that align closely with the core aims and values of the school or the Trust.
- An additional cleaning charge may be applied where necessary, particularly for bookings outside normal operating hours or where additional cleaning is required as a result of the activity.
- Charging schedules will be reviewed annually to ensure they remain financially sustainable and reflect any changes in operational costs.

All rates and any concessions must be approved by the Headteacher and recorded as part of the school's lettings records.

#### 3.2 Cancellations

Each school reserves the right to cancel any confirmed booking, providing a minimum notice period as specified in the school's individual Hiring Agreement. This cancellation period will be determined at the school level and clearly communicated to all hirers. In the event of a school-initiated cancellation:

- A full refund of any fees paid will be issued.
- The school and Ridgeway Education Trust shall not be held liable for any indirect or consequential losses incurred by the hirer. This includes, but is not limited to, loss of profits, business, or revenue resulting from the cancellation.

Hirers may also cancel a booking, subject to the minimum notice period specified in their Hiring Agreement. Cancellation terms are as follows:

- Notice given as per Hiring Agreement: Full refund issued.
- Less than 7 days' notice: All fees will be forfeited.
- For block bookings during school holidays, the following cancellation charges apply:
  - Up to 1 month before the start date: Full refund
  - Between 2 weeks and 1 month before: 50% refund
  - Less than 2 weeks' notice: No refund

All cancellations must be submitted in writing to the school. Any refunds due will be processed in accordance with the school's financial procedures.

#### 3.3 Staff Discounts

Schools may consider offering a discounted hire rate to staff members, where appropriate. However, any staff discount must ensure that:

- The cost of the hire is at least covered, with no subsidy required from the school's delegated budget.
- The decision to offer a discount, along with the rate applied and rationale, is formally documented at the school level.
- Discounts are applied consistently and transparently, and in accordance with the school's overarching lettings policy.

Staff discounts must be approved by the Headteacher and recorded as part of the lettings records.

#### 3.4 Review

All revenue generated through the hire of school facilities will be incorporated into the school's financial reporting and submitted to Ridgeway Education Trust as part of regular budget monitoring. This ensures:

- Transparency in the use of school assets
- That the school is achieving best value from its lettings activity
- That income contributes effectively to the school's overall financial planning and sustainability

Lettings income will be tracked through a dedicated cost centre to enable clear visibility and evaluation.

## 4. Booking Process and Approval

Individuals or organisations wishing to hire school premises should contact the relevant school office to request a Hire Request Form and accompanying Lettings Agreement. These documents outline:

- The terms and conditions of hire (see Section 5)
- · Details of available rooms and facilities
- Applicable hire charges
- Capacity and usage limits
- Health and safety and safeguarding requirements
- Any site-specific access arrangements

The completed and signed Hire Request Form must be returned to the school office for processing. Requests will be reviewed and approved by the School Business Manager, or by the school's appointed external lettings provider, if applicable.

If the request is approved:

- The school will contact the hirer with payment instructions (e.g., deposits, final payment deadlines)
- Arrangements will be confirmed for the date and time of the hire
- The school will issue relevant documentation, including:
  - Emergency evacuation procedures
  - Relevant health and safety guidelines
  - o Emergency contact details
- The hirer must provide evidence of valid Public Liability Insurance

The school reserves the right to decline any hire application at its absolute discretion. Applications may be refused where:

- The proposed activity does not align with the values of the school or the Trust
- The hiring may pose a risk to the school's reputation or operational integrity
- The organisation does not uphold British values or other relevant ethical standards

The school will undertake appropriate checks to ensure suitability before confirming any booking.

#### 5. Terms and conditions of hire

The following terms and conditions must be adhered to by all hirers of the school premises. These conditions are designed to ensure the safety, security, and appropriate use of school facilities.

Please note: Items marked with an asterisk (\*) do not apply to private parties. However, hirers should still act in the spirit of the Trust's commitments to responsible site use.

Failure to comply with any applicable terms may result in immediate termination of the hire agreement and cancellation of future bookings without refund. "Hirer" means the person or entity identified in the relevant hire request form.

- 1. The hirer shall pay the full amount as stipulated by the trust, and shall not be entitled to set off any amount owing to the trust against any liability, whether past or future, of the trust to the licensee.
- 2. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the trust by this licence.
- 3. The hirer shall not sub-licence any of the premises under the licence.
- 4. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
- 5. Any additional uses of the premises not agreed in writing by the trust will result in the immediate termination of the licence.
- 6. The trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- 7. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- 8. If the hirer is an organisation other than a community group, they must obtain public liability insurance from a reputable insurer approved by the school. Upon request by the Trust, the hirer must provide a copy of the valid insurance certificate no later than 10 days prior to the commencement of the licence period..\*
- 9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the trust in relation to the premises.
- 10. The hirer shall indemnify and keep indemnified the trust from and against:
  - a. Any damage to the premises or trust equipment;
  - b. Any claim by any third party against the trust; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

- 11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the trust by the hirer under the licence.
- 12. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 13. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind, unless as per the agreement a cleaning fee is included.
- 14. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior agreement from the trust.
- 15. If the hirer breaches any of the terms and conditions, the trust reserves the right to terminate the licence and retain any fees already paid to the trust, without affecting any other right or remedy available to the trust under the licence or otherwise.
- 16. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 17. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
- 18. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running using the schools risk assessment for the specific locations. \*
- 19. The hirer must ensure that first aid equipment is available during the booking and that a person with first aid training is present \*
- 20. Where the activity involves the use of swimming the hirer, is responsible for ensuring that they persons with the requisite level of lifeguard training are present throughout the booking.
- 21. The hirer must not permit alcohol to be consumed or sold in the venue or its ground, without the prior written approval of the school
- 22. The hirer shall not allow any gambling, smoking, the sue of e-cigarettes or illegal drugs at the venue.
- 23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 24. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the trust shall apply to and are incorporated in the licence.
- 25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 26. The trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. Safeguarding

If the Hirer is working with children they must follow the guidance issued in the latest update of Keeping Children Safe in Education (2024). In particular:

- It will be necessary for the hirer to undergo an enhanced DBS check if a particular letting involves contact with children and young people, except in the case of a children's party. It is the responsibility of the hirer, as advised by the School to ensure that they have complied with this requirement and any relevant Oxfordshire Safeguarding Children Board requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the school any safeguarding concerns which may arise. The Hirer will be required to provide evidence that DBS checks have been carried out on request.
- The hirer will be expected to show they have robust Safeguarding arrangements in the form of appropriate safeguarding and child protection policies in place and that there is a named "designated person" for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be in line with OSCB procedures, and should be provided at the start of the hire agreement.
- Where the hirer is providing sporting activity or coaching, valid and current First Aid
  certificates must be in place when school First-Aiders are not present; a certificate of public
  liability must be in place; and coaches should be qualified to at least Level 2 in a sport or
  other discipline.
- The hirer is responsible for understanding how to report a Child Protection concern in Oxfordshire, and how to contact the LADO if there is a concern about the suitability of an adult to work with children
- The school must ensure the hirer is aware of arrangements for liaising with the school on any safeguarding issues, regardless of whether or not children are on the school rollx.
   Where the hirer is providing the services of qualified teachers, the provider should conduct a barred list check.
- Schools are expected to pay due regard to the Prevent Duty and as such should not hire or lease school premises or facilities to groups that have extreme ideologies, viewpoints or links. If a school becomes aware of a Prevent concern regarding a group or individual using their premises and facilities or applying to do so, they should report their concerns through 101, through Children's social care or Adult services or through any other official reporting routes available to them.

Full safeguarding requirements, such as DBS checks and designated safeguarding lead responsibilities, are not required for private, non-educational events such as children's birthday parties. However, Ridgeway Education Trust schools remain committed to upholding the highest standards of child safety and wellbeing.

Hirers are therefore strongly encouraged to be mindful of the school's safeguarding responsibilities and to:

- Ensure appropriate levels of adult supervision are in place at all times
- Ensure individuals who may pose a safeguarding risk are not engaged
- Consider the nature and supervision of any external entertainers, contractors, or service providers they engage

The school reserves the right to seek further information about any proposed activity and may decline a booking if it believes the event could compromise the safety, welfare, or safeguarding of children on the premises.

## 7. Monitoring arrangements

We will review and update this policy on a 2 yearly basis.