



Education Trust

‘Inspiring the individuals of today, for a better society tomorrow,
“Aspire, Belong, Collaborate”

COMMUNITY USE & LETTINGS POLICY

Review Frequency	Annual
Reviewed	May 2025
Next Review	May 2026
Agreed by Trustees	23 rd May 2025



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Policy on lettings – ie Community use of School Premises within the Trust

Rationale

It is the policy of the Trustees that the school buildings and grounds should be regarded as a community facility and therefore the Trustees will:

- Maximise the use of the premises
- Make the premises available for approved community use

Policy

Whilst seeking to encourage the wider use of premises during non-school time in recognition of the school's role in the community, the Trustees have determined that the schools' budget may not subsidise any non-school use of its premises.

Lettings should not interfere with the daily educational running of the schools.

The order of priority is:

- School Sponsored activities
- Local Community Use
- Other approved and appropriate use

The Trustees are aware of their responsibility to let the premises for purposes laid down by statute if required. School premises must not be let for political use, the only exception to this is as a polling station.

Declaration of Interest

Any members of school staff, trustees or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

Guidelines/responsibilities

The Finance, Audit & Risk Committee are responsible for monitoring the policy and the adherence to the policy. The ability to approve lettings is delegated to the CEO and CFO, in conjunction with the head of school. The day to day authorisation and administration is delegated to the head of school and designated support staff within each school.

The CEO/CFO/head(s) will have the right to suspend any lettings which are causing difficulties to the running of the school.

The rate for approved use will be decided annually by the committee.

The designated finance officer will be responsible for raising invoices and keeping track of payments.



The designated officer in each school will keep a diary of all lets and organise additional cover/cleaning/facilities as and when required.

The duty staff (caretakers) will ensure the facilities are as required by hirers and open and close the premises as required *** They will also be required to monitor hirers (community hirers in the main) to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use. To keep senior management informed of any cause for concern/breach of hire agreement.

***** With the head's approval nominated hirer, personnel of regular hirers, may be trained to open and close the premises in line with Health and Safety guidelines and completion of an appropriate induction process**

In the event of school premises being required for a school-sponsored activity, the school shall give as much notice as possible to any organisation which would otherwise be using the premises, that they are so required.

A scale of charges for the use of equipment (where applicable) will be drawn up annually.

CONDITIONS OF HIRE

Regular Lettings

A hire form has been drawn up with conditions of hire as stated on the reverse of the booking form. This form should be used for all regular/ongoing lettings. All hirers must sign the lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement is a contract which the Trustees may enforce by law. Designated authority to sign agreements on behalf of the school(s) shall be delegated by the CEO to the designated officer:

Oldway: Head of School/PA to the CEO/SLT

Roselands: Head of School/PA to the CEO/SLT

Shiphay: Head of School/PA to the CEO/SLT

Please note room hire does not include storage of items for use during the letting.

One off hire of facilities

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented.

A room hire enquiry form is completed which details the date, event title, approximate number of delegates, start and finish times, contact name, email and telephone number. There is also space to record room layout, refreshment/lunch timings and resources required (such as laptop, flipchart etc). After the event has taken place the costings for refreshments etc based on actual number of



delegates, are calculated and together with the cost of hire of the room, provides the details needed to raise the invoice in respect of the hire.

The Trustees have determined that all users shall abide by the Trust policies and procedures with regards to security, health, safety and insurance. All Public Liability insurance cover for regular lettings must be checked on an annual basis. Parking is an issue during the school day and there will be not guaranteed parking available on site.

Swimming Pool

When not required for Trust purposes, the swimming pool may be hired 'en bloc' to another organisation. The inclusive fee is to be set at a level which ensures the recovery by the Trust of any additional costs which it may incur. This organisation may within any period of hiring permit the use of the pool for a charge. Any such letting will be bound by the licence agreement agreed by Trustees on an annual basis.

Scale of Charges:

The following charges are exclusive of VAT, effective from 1 September 2025

PREMISES	RATE	RATE – HIRER UNLOCK/LOCK
Oldway		
• Gibson Hall	• £34.50 per hour	N/A
• KS1 Hall	• £17.50 per hour	N/A
• Music Room	• £17.50 per hour	N/A
• Conference Room *	• £22.00 per hour (£155 whole day)	N/A
• Pool - weekdays	• £38.50 per hour	N/A
• Pool – weekends	• £40.00 per hour	N/A
• Field	• £24.50 per hour	N/A
HOSPITALITY		N/A
• Tea/Coffee	• £1.95 per person	N/A
• Tea/coffee/biscuits	• £2.50 per person	N/A
Roselands		
• Hall	• £17.50 per hour	N/A
• Field	• £24.50 per hour	N/A



Shiphay		
• Hall	• £17.50 per hour	N/A
• Field	• £24.50 per hour	N/A

Any area not covered by the above table will be charged at the discretion of the CEO / Head of School depending on the nature / activity of the hirer.

All unsociable hours, weekend and Bank Holiday additional costs will be met by the hirer. This will include the cost of Caretakers Overtime. Any time taken after the confirmed booking time has ended will be charged at an additional hours cost.

School equipment will not be available for hire other than a net for badminton and volleyball. Rates to school partnership organisations will be at the discretion of the CEO/head of school depending upon the nature/activity of the hirer.

These charges to be reviewed at least annually by the Trust Finance, Audit & Risk Committee. The Trustees reserve the right and as required by law, apply Value Added Tax to all transactions when this becomes applicable for the Trust.

Insurance and licences

External clubs/groups/societies using academy facilities must provide evidence of public liability insurance in operation at the time of the hire.

In all cases the hirer shall ensure the academy is indemnified in a manner sufficient to cover the hirer’s liabilities arising from hire of the premises.

The hirer shall be responsible for obtaining any license required in respect of the sale of food or drinks, or audio or video recordings of performances. The sale of drinks or food is prohibited without the prior approval of the Head of School.

Payment Method

All bookings should be payable within 14 days of the invoice date. Cash, Cheque or direct payment into bank is acceptable. Any non-payment may result in cancelling bookings until payment is settled.

Invoices will be raised each half term for bookings.

Cancellations



The Trust must reserve the right at any time without notice to cancel a hiring or withdraw permission to the hirer to occupy any part of the hired premises on any particular date. In such event Riviera Education Trust shall not incur any liability whatsoever to the hirer for return of any fee or the appropriate part of any fee paid in respect of hiring.

Any cancellation received within 7 days of the booking Hirer will be charged at 50% of the agreed fee. Any cancellation received within 2 days of the booking Hirer will be charged for 75% of the agreed fee.

Note if payment had been received in advance reimbursement would be made to the account from which the original payment was made.

Bookings are taken subject to the school or college premises not being subsequently required by Riviera Education Trust for Parliamentary or Local Government elections or other statutory purpose and in the event of the premises being so required, Riviera Education Trust will refund to the Applicant all charges made by Riviera Education Trust. Neither the governors of the school or Riviera Education Trust shall be liable to pay any loss incurred by the Applicant.

Non Smoking and Vaping Policy

The Trust has a total non-smoking policy; this extends to the school boundaries. Any group that does not comply with this ruling may have any future booking cancelled. This includes Vaping.

New Hirers

New Hirers should visit the specific site to be shown the Health and Safety Procedures in place and sign the hirers document to acknowledge receipt of these procedures.

Security

The Trustees will not normally insist upon continuous caretaking presence. However, they reserve the right and have delegated power to the Head to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage. The cost of this will be met by the hirer.

Health and Safety

Hirers are responsible at all times for the appropriate supervision of all persons using the hired facilities and will be invoiced for any damage caused. Hirers are responsible for the training and qualifications of its supervising staff and volunteers. All hirers should acquaint themselves with the health and safety and emergency procedures relevant to the hired premises (such as fire exits and evacuation routes). The hirer is responsible for ensuring that all activities take place in a safe manner.

The behaviour and safety of persons on the premises for any booking are the responsibility of the hirer. The Trust shall not be responsible for any loss or damage to any property arising out of the



hirer's activities, and the hirer is responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the period of hire.

Hirers must satisfy themselves that the hired premises are fit for purpose, and immediately report any defects in the hired premises to the academy. The hirer must ensure that its guests are restricted to the area of the premises that have been hired. The hirer is responsible for the safety and suitability of all equipment brought onto the premises

Fire Regulations

The hirer shall be aware of the fire safety responsibilities of leasing the accommodation. A responsible person must be identified and hirers must become familiar with fire alarm positions, fire-fighting equipment, risk assessments, exit routes and emergency evacuation/ fire drills. Sample fire document attached at Appendix 1

Safeguarding

The Trust considers the safeguarding of children as paramount.

If academy premises are to be used by organisations or individuals alongside children and young people ("the hirer"), the hirer must comply with the requirements of this Policy, the Trust Safeguarding Policy and any statutory requirements with respect to the safeguarding of children, young people and vulnerable adults applicable to the use of hired premises.

Organisations - if the hirer is an organisation, their authorised representative will be asked to complete the safeguarding checklist for hire of premises and this must be returned to the academy with the booking form. All adults providing services to children and young people will have had an enhanced DBS (disclosure and barring service) check completed before commencing. In addition, the hirer shall ensure that its staff and volunteers have undergone appropriate child protection training. In the context of this policy, an 'organisation' is a group or club meeting on a regular basis, either profit or non-profit making, whereby regular contact by adults associated with the organisation, with children or young adults is established, and therefore these adults would be seen in a position of authority and/or trust.

The Trust will require the 'hirer' to complete a Safeguarding checklist for Lettings - Appendix 2. The Hirer will also be provided with a model child protection policy for community organisations - appendix 3 and a sample code of behaviour - appendix 4.

Review of Policy

The Trustees will review the policy annually and review the scale of charges for the following financial year commencing 1st September. The Policy will also be reviewed when new buildings and facilities become available for use to the community at which time pricing structure for the new facilities will also be decided.



Definitions of users

Many individuals and groups will approach Schools with a view to hiring premises or grounds. These are defined in three bands:

Statutory Users

Where it is established by statute that school premises may be used then other priorities must stand aside. This does not preclude Trustees from setting a realistic letting charge to recover their costs.

Statutory usage will be:

- use of premises for polling stations or political meetings when an election (local or parliamentary) has been declared
- official meetings of the Parish or Parochial Church Councils
- any other statutory purpose which may arise

It is suggested that Trustees formulate their local policy with due regard to ongoing groups or those to service locally (eg charitable groups, guilds, exhibitions, associations, meetings furthering public health or social education) balanced against benefits derived from commercial usage such as wedding receptions or conferences.

Guidance on VAT

The Trust is not currently registered for VAT

In the event of becoming registered, the Trust would comply with VAT NOTICE 701/45 : Sport (2015)

Review in accordance with Finance Policy



FIRE SAFETY RESPONSIBILITIES FOR HIRERS GIBSON HALL

For the duration of your occupancy a caretaker or delegated leader will be on the premises and will be responsible for the general safety of people.

You also have responsibilities for the safety of your staff and clients, outlined below:

- Maintain an accurate register of people on the premises in conjunction with your letting
- Make sure you or your clients do not park on yellow lines and block access for emergency vehicles or disabled persons
- Familiarise yourself with emergency evacuation procedures, including the location of fire exits, fire alarm call points and fire-fighting equipment (see red poster on wall in hall). Do not move firefighting equipment.
- Ensure that all clients are aware of the emergency evacuation procedure, escape routes and assembly point B
- Ensure you have a mobile phone available for emergency use
- Ensure you have provided a copy of this information to people who are running activities at the school under the arrangement with you as main contractor.

If you find a fire:

- Operate the fire alarm (Break Glass)
- Evacuate the premises – to fire evacuation points on the playgrounds
- Call the fire brigade 999
- Call the caretaker on 07729 512439 or 07766 660126

When you hear the fire alarm:

- Take clients out of the building via the nearest emergency exits and assemble at Assembly point B on the main playground. Discourage running or talking. Take your register with you.
- Ensure that all staff and clients immediately leave the building and join you at the assembly point.
- Call your register and ensure that all are present. Take appropriate steps if anyone is missing.
- Remain at the assembly point until you receive further instructions. If you are aware of the source of the fire, inform the caretaker. He will decide if it is appropriate to fight the fire and call the fire brigade



- The caretaker will inform you that it is safe to return to the hall or you will be instructed to move to a position of further safety (probably the school field)
- The caretaker will meet the Fire & Rescue Service on arrival and give them relevant information

I am aware of my duties and have received instructions with regards to fire safety.

Signed.....

Print

Organisation.....

Date



APPENDIX 2

Safeguarding checklist for lettings

**Riviera Education Trust
Safeguarding Checklist for lettings**

Name of organisation
Address

Telephone number
Name of organisation leader
Address (if different)

Email address

Does the proposed use of premises involve children under the age of 18? **Yes/No**
If Yes, please complete the section below:

Is the organisation registered with Ofsted? **Yes/No**

If Yes please provide a copy.

If No, a model Child Protection Policy for Community Organisations is included as appendix 3 to the Hire of Premises Policy and should be adopted by the organisation.

Names, addresses and telephone numbers of adults regularly running the class and their DBS status

Name
Address
Tel No

Has this person been Enhanced DBS checked? **Yes/No**

Date of DBS check DBS Reference No.

Name _____

Address _____

Tel No _____

Has this person been Enhanced DBS checked? **Yes/No**

Date of DBS check _____ DBS Reference No _____

Date the leader was Enhanced DBS checked _____

Date the leader last attended child protection training _____

Who was the training provider?



Have all other adults been provided with basic child protection induction training?

Yes/No

(This induction training can be carried out by the Leader providing they have had Child Protection Training within the last 3 years.)

I understand, where children or young people are present, that I must notify the academy if there had been a change in Ofsted registration or adults regularly attending, and that failure to do so could result in a termination of the Hire Agreement.

I confirm that all the information provided by myself, or my organisation, in the form above is accurate.

Signed by organisation leader _____

Date _____



APPENDIX 3

Model Child Protection Policy for Community Organisations

Policy Statement

(organisation/group name) believes that it is always unacceptable for a child or young person to experience abuse of any kind and recognises its responsibility to safeguard all children and young people and promote their welfare, by a commitment to practice which protects them.

We recognise that:

- The welfare of the child/young person is paramount
- All the children, regardless of age, disability, gender, racial heritage, belief, sexual orientation or identity, have the right to equal protection from all types of harm or abuse
- Working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people's welfare.

The purpose of the policy:

- To provide protection for the children and young people who receive *(organisation/group's name's)* services, including the children of adult members or users.
- To provide staff and volunteers with guidance on procedures they should adopt in the event that they suspect a child or young person may be experiencing, or be at risk of, harm.

This policy applies to all staff, including senior managers and the board of trustees, paid staff, volunteers and sessional workers, agency staff, students or anyone working on behalf of *(Organisation/group name)*.

We will seek to safeguard children and young people by:

- Valuing them, listening to and respecting them
- Adopting child protection guidelines through procedures and a code of conduct for staff and volunteers

Recruiting staff and volunteers safely, ensuring all necessary checks (including CRB checks) are made

- Sharing information about child protection and good practice with children, parents, staff and volunteers
- Sharing information about concerns with agencies who need to know, and involving parents and children appropriately



- Providing effective management for staff and volunteers through supervision, support and training.

Procedures for referral

All action is taken in line with the latest versions of the following legislation/guidance:

- *Safeguarding Children and Safer Recruitment in Education (2012)*
- *Working together to Safeguard Children 2018*
- *What to do if you're worried a child is being abused 2015*
- Keeping Children Safe in Education
- Torbay Safeguarding Children Board manual:
(<https://www.proceduresonline.com/SWCPP/torbay>)

Any member of staff or volunteer who receives a disclosure of abuse or suspects that abuse may have occurred **must** report it immediately to the designated person for child protection (*insert name*) or if unavailable to the deputy designated person (*insert name*). In the absence of either of the above, the matter should be brought to the attention of the most senior member of staff.

The designated person will immediately inform Children Services Referral Team by telephone.

Telephone number: 01803 208100

Out of hours: 0300 4564876

If you feel a child is in immediate danger, dial 999.

Confidentiality must be maintained and information relating to individual children and young people/families shared with staff on a strictly need to know basis.

Alleged Abuse by Staff, Managers, Volunteers or Trustees

When an allegation is made against a member of staff or volunteer, then the allegation must be passed to your designated person for child protection or their deputy.

Your designated person for child protection should contact one of the Local Authority designated officers for consultation

- Local Authority Designated officer, on 01803 208541
- The designated officer contacted will record a note of the consultation and will advise on the appropriate action that needs to be taken.



Record Keeping

Any member of staff or volunteer receiving a disclosure of abuse, or noticing possible abuse, must make an accurate record as soon as possible noting what was said or seen, putting the event into context, and giving the date, time and location. All records must be dated and signed.

All hand-written records will be retained, even if they are subsequently typed up in a more formal report.

Written records of concerns about children should be kept, even where there is no need to make a referral immediately.

All records relating to child protection concerns will be kept in a secure place and will remain confidential.

Parental Involvement

This organisation is committed to helping parents/carers understand its Responsibility for the welfare of all children and young people.

Parents/carers will be given information about the organisation's child protection Procedures.

Where possible, concerns should be discussed with parents/carers and the designated person should seek agreement to making a referral, unless to do so would place the child/young person at increased risk of significant harm.

Training

The designated person and his/her deputy must receive training every 3 years in child protection. Training is available from Torbay Safeguarding Children Board. Tel: 01803 207224

All Staff and volunteers shall have access to induction training on commencing and appropriate refresher training on a regular basis, at least every 3 years.



The Role of the Management Group or Governing Body

(In organisations where there is a management Group or Governing Body) The designated person for child protection should provide an annual report for the management group/governors on changes to child protection policy procedures; training undertaken by the designated person, other staff, volunteers and governors; the number of child protection incidents/cases (without detail or name); and the place of child protection issues in planning.

Review

This policy will be reviewed on an annual basis, and up-dated if appropriate.

Further information

For further information about what to do if you are worried a child is being abused, see Torbay LSCB website, <http://www.torbay.gov.uk/index/health-socialcare/childrens-families/tscb>.

The policy statement has been taken from Firstcheck, NSPCC 2006, whilst the remainder of the policy has been adapted from the Model Child Protection Policy for Community Organisations issued by Swindon LSCB – March 2009.



APPENDIX 4

Sample code of behaviour

You must:

- Treat all children and young people with respect
- Provide an example of good conduct you wish others to follow
- Ensure that, whenever possible, there is more than one adult present during activities which children and young people or at least that you are within sight or hearing of others
- Respect a young person's right to personal privacy
- Encourage young people and adults to be comfortable and caring enough to point out attitudes or behaviour they do not like
- Remember that someone else might misinterpret your actions, no matter how well-intentioned
- Recognise that special caution is required when you are discussing sensitive issues with children or young people.
- Operate within the organisation's principles and guidance and any specific procedures
- Challenge unacceptable behaviour and report all allegations/suspicion of abuse.

You must not:

- Have inappropriate physical or verbal contact with children or young people
- Allow yourself to be drawn into inappropriate attention-seeking behaviour/make suggestive or derogatory remarks or gestures in front of children or young people
- Jump to conclusions about others without checking facts
- Either exaggerate or trivialise child abuse issues
- Show favouritism to any individual
- Rely on your good name or that of the organisation (faith or charity) to protect you
- Believe "it could never happen to me"
- Take a chance when common sense, policy or practice suggests another more prudent approach

You should give guidance and support to inexperienced helpers.

The Sample Code of Behaviour has been taken from the NSPCC Safe Communities Toolkit, which in turn took and adapt it from the Final Report of the Independent Review on Child Protection in the Catholic Church in England and Wales, September 2001 and Firstcheck, NSPCC, 2006.



DETAILS OF AMENDMENTS

June 2019

- Charges increase
- Updated from headteacher to head of school
- Updated in line with new H&S guidelines
- Appendix 2 updated to reflect guidance

September 2020

- Reviewed small minor txt changes
- Charges remain the same except increase of Shiphay to £12 per hour

September 2021

- Reviewed and changes made in line with updated Safeguarding and child protection guidance and KCSiE.

September 2022

- Charges updated per agreed amounts from Finance and Audit Committee for 22-23
- Updated payment terms to 14 days
- Updated cancellation policy to include the Trust's right to cancel bookings.
- Added in section for Health and Safety
- Added in section for Insurance and Licenses

September 2023

- Charges updated per agreed amounts from Finance, Audit & Risk Committee for 23-24
- Updated fire safety responsibilities for hirers
- Updated guidelines/responsibilities

July 2024

- Charges updated per agreed amounts from Finance, Audit & Risk Committee for 24-25
- Updated insurance section wording

May 2025



- Charges updated per agreed amounts from Finance, Audit & Risk Committee for 25-26

