

Learning Accord Multi Academy Trust

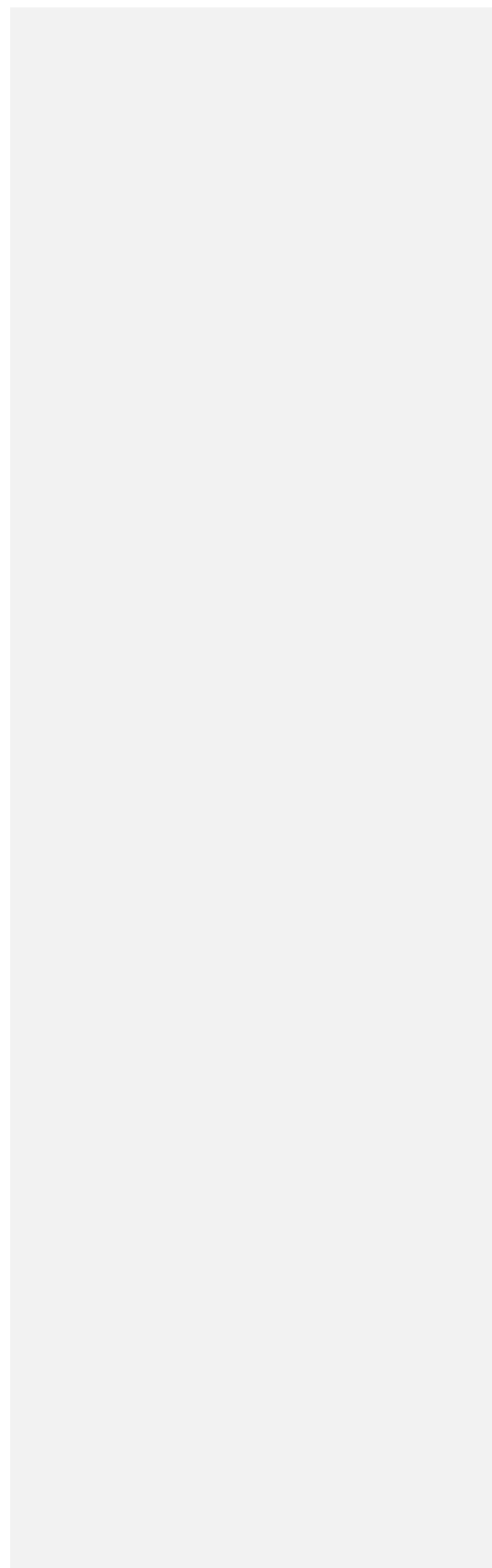
Lettings Policy



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Introduction

Learning Accord Multi Academy Trust is committed to ensuring the safe, effective and efficient use of its premises. When not required for educational purposes, Trust premises may be made available for community, commercial or private use.

The Trust recognises its legal duty to manage risks associated with lettings in accordance with health and safety legislation and the Department for Education Risk Protection Arrangement (RPA) risk management standards.

The Trust will ensure that all lettings:

- Do not compromise the safety and wellbeing of pupils, staff, visitors or contractors
- Are subject to suitable and sufficient risk assessment
- Are managed in accordance with Trust health and safety policies and procedures
- Have appropriate monitoring and supervision arrangements in place
- Comply with safeguarding, statutory compliance, and emergency planning requirements

The safety of pupils, staff and visitors will take priority over all lettings.

Definitions and Categories

A letting is defined as any use of Trust buildings or grounds by external organisations or individuals.

Categories of lettings include:

- Community use
- Commercial use
- Private use

Lettings may be single-use or recurring.

Roles and Responsibilities

Board of Trustees:

- Approve and review this policy
- Ensure appropriate risk management arrangements are in place
- Ensure adequate insurance arrangements exist

GEO:

- Ensure Trust-wide compliance with this policy

Headteachers and School Business Managers:

- Ensure risk assessments are completed and reviewed
- Ensure hirers are competent and suitable
- Ensure appropriate supervision and monitoring arrangements
- Ensure accident and incident reporting procedures are followed

Site Staff:

- Ensure safe access and security arrangements
- Report hazards, incidents and concerns

Hirers:

- Comply with all Trust safety procedures
- Provide required documentation and risk assessments
- Ensure safety of participants

Hire and Charges

- Each Academy reserves the right to make a charge for the use of the school premises. The charge will vary depending on the facilities used and the category of the letting. School Business Managers maintain a list of the hire charges.
- An academy's delegated budget must not be used to subsidise any lettings by community or commercial organisations.
- In operating this policy, the needs of an academy must be given priority. Use of academy premises by the academy, or on behalf of the academy (e.g. Parent Teacher Associations), are not subject to the charging elements of this policy.

Initial Assessment

Each individual Academy, upon receipt of a letting request, must undertake a formal assessment to determine whether the proposed letting can be safely accommodated and appropriately managed. This assessment must ensure that the proposed use does not introduce unacceptable risk to pupils, staff, visitors, premises, or Trust assets, and that the Academy can fulfil its statutory duties under health and safety, safeguarding, and risk management legislation.

Considerations must include, but are not limited to:

- Interference with Academy activities, noting that educational use and Academy functions will always take priority over external lettings
- The suitability and availability of the facilities requested, including confirmation that the premises are safe, fit for purpose, and that any statutory inspections, maintenance, and compliance requirements remain valid

- The availability of appropriately trained Academy staff to open, secure, supervise, and respond to emergencies as required during the letting period
- The identification and assessment of security risks, including the potential for unauthorised access, safeguarding concerns, damage, theft, or misuse of premises, and confirmation that appropriate control measures can be implemented
- Compliance with the Academy's safeguarding and child protection policies, including verification that appropriate safeguarding arrangements are in place where activities involve children, young people, or vulnerable adults
- Compliance with the Academy's health and safety policy, including consideration of the nature of the activity, number and profile of users, supervision arrangements, competency and qualifications of instructors or organisers, and the suitability of the environment for the intended use
- The requirement for the hirer to provide appropriate documentation, including public liability insurance, risk assessments, safeguarding arrangements where applicable, and evidence of competency to safely deliver the activity
- The compatibility of the proposed letting with the values, ethos, and reputation of the Academy and Trust
- The Academy's ability to maintain compliance with statutory safety obligations during the letting, including fire safety, emergency procedures, asbestos management, legionella controls, electrical safety, and security arrangements

The Academy must refuse or defer any letting where the risks cannot be adequately controlled, where sufficient supervision or safety arrangements cannot be provided, or where the letting would place the Trust in breach of its legal or regulatory obligations.

The assessment must be carried out by the Headteacher, School Business Manager, or other authorised person acting on behalf of the Academy, and must be recorded in accordance with Trust procedures.

Documentation and Service Level Agreement

Where an Academy has approved a letting in principle, the successful applicant ("the Hirer") must be formally notified and provided with full details of the letting, including the conditions of use, safety requirements, and documentation required prior to final confirmation.

No letting may commence until all required documentation has been received, reviewed, and approved by the Academy, and the Academy is satisfied that the Hirer is competent to safely undertake the proposed activity and that appropriate risk control measures are in place.

Information sought from a prospective Hirer must include, but is not limited to:

Commented [LW1]: Section enhanced to introduce a formalised risk-based assessment of all letting requests, including explicit consideration of health and safety, safeguarding, statutory compliance, hirer competency, and security risks. This strengthens governance, clarifies accountability, and ensures lettings can be safely accommodated in line with Trust risk management and DfE Risk Protection Arrangement requirements.

- A valid Public Liability Insurance certificate, with an appropriate level of indemnity as determined by the Trust, to cover all activities undertaken during the letting
- Disclosure and Barring Service (DBS) certification where applicable, particularly where activities involve children, young people, or vulnerable adults
- Evidence of relevant qualifications, licences, registrations, or governing body approvals required to lawfully and safely undertake the activity
- Evidence of appropriate first aid provision, including confirmation that suitably trained persons will be present during the letting where required
- A copy of the Hirer's relevant statutory policies and procedures, including safeguarding, child protection, health and safety, and risk assessments appropriate to the activity
- Written risk assessments specific to the activity being undertaken on the Academy premises, identifying hazards, control measures, and emergency arrangements
- Confirmation of supervision and management arrangements during the letting, including identification of the responsible person present on site
- Any additional documentation required by the Academy to ensure compliance with statutory obligations, Trust policies, insurance requirements, and risk management arrangements

The Academy must review the documentation provided and may request further information or clarification where necessary. The Academy reserves the right to refuse, suspend, or withdraw approval for any letting where satisfactory documentation is not provided or where safety, safeguarding, or compliance requirements are not met.

The Hirer must also be provided with a copy of the Service Level Agreement and Terms and Conditions of Hire. The Hirer must sign and return this agreement prior to the commencement of the letting, confirming that they:

- Accept and agree to comply with all Trust policies, procedures, and safety requirements
- Accept responsibility for the safe conduct of their activity and participants
- Agree to comply with all statutory, safeguarding, and health and safety requirements
- Agree to comply with the Trust's emergency procedures and site rules

The Academy must retain copies of all documentation and agreements in accordance with Trust record keeping procedures to ensure compliance, audit, and insurance requirements.

Commented [LW2]: Section strengthened to require formal verification, review, and retention of hirer documentation, including insurance, risk assessments, safeguarding arrangements, and competency evidence, prior to commencement of any letting. This ensures compliance with statutory duties, Trust risk management procedures, and DfE Risk Protection Arrangement requirements.

Terms and Conditions of Hire

The Hirer's acceptance of a booking confirmation, whether in writing or electronically, constitutes formal acceptance of the Academy's Terms and Conditions of Hire, Service Level Agreement, and all applicable Trust policies and procedures relating to the use of the premises.

Acceptance confirms that the Hirer agrees to comply with all health and safety requirements, safeguarding obligations, emergency procedures, site rules, and statutory responsibilities associated with the letting.

The Terms and Conditions of Hire form part of the contractual agreement between the Hirer and the Academy and are legally binding.

Appendix 1 contains the full Terms and Conditions of Hire, which must be read, understood, and complied with by the Hirer at all times.

Lettings Administration

All booking requests must be submitted through the School Office and passed to the designated Lettings Co-ordinator or other authorised person within the Academy. The Lettings Co-ordinator is responsible for reviewing the request, confirming availability, ensuring suitability of the premises, confirming applicable charges, and issuing the appropriate application forms, Terms and Conditions of Hire, and Service Level Agreement.

Booking Forms, Terms and Conditions of Hire, and any required supporting documentation must be fully completed and returned by the Hirer in advance of the proposed letting. This must include all documentation required under the Trust's lettings procedures, including insurance, risk assessments, and safeguarding information where applicable.

Upon receipt of the completed documentation, the Lettings Co-ordinator must review the information to ensure that:

- all required documentation has been provided
- the Hirer has demonstrated appropriate competency and insurance cover
- the proposed activity is suitable and compliant with Trust policies
- appropriate risk control measures and supervision arrangements are in place

Where necessary, clarification or additional documentation must be requested prior to approval. The Academy reserves the right to refuse or defer any booking where documentation is incomplete or safety, safeguarding, or compliance requirements have not been satisfied.

Successful bookings must be formally confirmed in writing to the Hirer. No letting may commence until written confirmation has been issued and all required documentation has been received and approved.

Commented [LW3]: Clause strengthened to clarify that acceptance of the booking forms a legally binding agreement and confirms the Hirer's responsibility to comply with all Trust policies, safety requirements, and statutory obligations, ensuring clear accountability and enforceability.

The Lettings Diary must be updated to maintain an accurate record of all lettings, including dates, times, locations, and Hirer details. All booking forms, agreements, risk assessments, and supporting documentation must be securely retained in accordance with Trust record keeping, audit, and insurance requirements.

The Hirer will be invoiced in accordance with the Trust's financial procedures. The Academy may require a deposit or full payment in advance of the letting in order to protect the Trust from financial loss, damage, or cancellation.

If the Hirer is dissatisfied with any aspect of the letting, the Trust's Complaints Procedure will be followed.

Commented [LW4]: Section enhanced to strengthen administrative controls, including formal verification of hirer documentation, competency, and risk management arrangements prior to approval, and to ensure appropriate record keeping, audit trail, and compliance with Trust financial, safety, and insurance requirements.

Equalities Impact Statement

The Trust has assessed the impact of this policy on individuals and groups with protected characteristics, in accordance with the Equality Act 2010 and the Public Sector Equality Duty. This assessment has considered whether the policy could directly or indirectly disadvantage any individual or group and whether reasonable adjustments may be required to ensure fair and equitable access to Trust premises.

The Trust is satisfied that this policy supports its commitment to equality, diversity, and inclusion, and does not unlawfully discriminate against any individual or group. The Trust will take reasonable steps, where practicable and appropriate, to ensure that its facilities are accessible and that lettings arrangements do not create unjustifiable barriers to participation.

This policy supports the Trust's ethos and its duty to eliminate discrimination, advance equality of opportunity, and foster good relations between individuals and groups with protected characteristics, in accordance with legislative requirements.

Commented [LW5]: Section strengthened to explicitly reference Equality Act 2010 and Public Sector Equality Duty, confirming the Trust's commitment to non-discrimination, accessibility, and equitable access, and ensuring legal compliance and audit assurance.

Monitoring and Review

This policy will be reviewed every three years, or earlier, following a significant incident or a change in guidance or legislation.

Appendix 1 – Terms and Conditions of Hire

1.0 General

- 1) The hiring of the school premises is permitted only on these conditions. The Trust retains the absolute right, at its sole discretion, to refuse, cancel, or terminate any letting where it considers it necessary to protect the safety of persons, the condition of the premises, or the interests of the Trust. Acceptance of a booking confirmation constitutes acceptance of these Terms and Conditions of Hire and forms a legally binding agreement between the Hirer and the Trust. The Hirer must nominate a responsible person, aged 18 or over, who will be present on site at all times during the letting and who will be accountable for ensuring compliance with these Terms and Conditions. The Trust reserves the right to terminate the letting immediately where these conditions are not adhered to.
- 2) The Hirer must be over the age of 18, must have completed all required booking documentation, and must hold valid Public Liability Insurance with an indemnity level acceptable to the Trust. Evidence of insurance must be provided prior to the commencement of the letting. The Hirer accepts full responsibility for injury, loss, or damage arising from their use of the premises, except where caused by the negligence of the Trust.
- 3) The Lettings Agreement is personal to the Hirer and may not be transferred, assigned, or sub-let to any other individual or organisation. This agreement does not create any tenancy or exclusive possession, and the Trust retains full control and access to the premises at all times.
- 4) The Hirer must not use the premises for any unlawful, unsafe, or inappropriate purpose. The Trust reserves the right to cancel or terminate any letting which, in its reasonable opinion, may bring the Trust into disrepute or present unacceptable risk.
- 5) The Hirer is responsible for complying with all applicable legislation, including copyright, licensing, safeguarding, and public entertainment legislation. Where required, the Hirer must obtain appropriate licences, including Temporary Event Notices or Public Entertainment Licences, and provide evidence to the Trust prior to the event.
- 6) All publicity relating to the letting must be approved in advance by the Headteacher or School Business Manager. The Hirer must not imply endorsement by the Trust. The Hirer must notify the Trust in advance of any media attendance.
- 7) The Hirer must not assign, transfer, or sub-let the premises or any part thereof.
- 8) The Hirer accepts responsibility for the safe conduct of their activities and participants. The Trust shall not be liable for injury, loss, or damage arising from the Hirer's use of the premises, except where caused by the Trust's negligence.
- 9) The Trust reserves the right of access to all areas of the premises at all times for inspection, safety, safeguarding, maintenance, or emergency purposes.

- 10) The Trust reserves the right to impose additional conditions where necessary to ensure safety, safeguarding, legal compliance, or protection of Trust property. These conditions will be confirmed in writing.
- 11) Gambling is prohibited unless explicitly authorised in writing by the Trust and conducted in accordance with the Gambling Act 2005 and any licensing requirements.
- 12) Health, Safety and Security
- 13) Safeguarding is of paramount importance. Where activities involve children or vulnerable persons, the Hirer must ensure appropriate safeguarding arrangements are in place, including DBS checks where applicable, and must comply with safeguarding legislation and Trust safeguarding requirements.
- 14) The Hirer must comply with all Trust health and safety policies, site rules, fire safety arrangements, and emergency procedures. Fire exits, escape routes, and safety equipment must remain unobstructed at all times.
- 15) The Hirer must carry out and provide suitable and sufficient risk assessments for their activities and must implement appropriate control measures to ensure the safety of participants, staff, and visitors.
- 16) Smoking and vaping are strictly prohibited anywhere on Trust premises.
- 17) Alcohol and intoxicating substances are prohibited unless expressly authorised in writing by the Trust and subject to appropriate licensing.
- 18) Consumption of food or drink must be approved in advance and must not create health, safety, or hygiene risks.
- 19) Any electrical equipment brought onto site must be safe, fit for purpose, and compliant with electrical safety requirements. The Trust reserves the right to refuse use of unsafe equipment.
- 20) Parking is permitted only in authorised areas. Vehicles must not obstruct emergency access routes.
- 21) Hazardous, flammable, or dangerous materials must not be brought onto site without prior written approval.
- 22) Trust equipment must not be used without prior written permission.
- 23) The Hirer must ensure appropriate supervision and safe behaviour at all times.
- 24) Hirers must remain within authorised areas only.
- 25) Premises must be left clean, safe, and secure.
- 26) Any damage must be reported immediately. The Hirer accepts financial responsibility for damage caused.
- 27) Waste must be disposed of appropriately.
- 28) The Hirer accepts responsibility for participants attending their activity.
- 29) Lettings must not exceed agreed times.
- 30) The Hirer must ensure appropriate first aid provision.
- 31) The Hirer must ensure site security is maintained at all times.
- 32) All accidents, incidents, or near misses must be reported immediately to the Trust. The Trust reserves the right to investigate incidents and take appropriate action.
- 33) Hire Charges
- 34) Hire charges are set and reviewed by the Trust.
- 35) Additional charges may apply for overruns, damage, or additional staffing requirements.

36)The Hirer accepts financial responsibility for any loss or damage arising from their use of the premises.

37)Cancellation charges may apply as determined by the Trust.

Commented [LW6]: Terms and Conditions strengthened to clarify Hirer accountability for safety, risk assessment, safeguarding, insurance, and legal compliance, and to strengthen the Trust's legal protection, enforcement rights, and compliance with DfE Risk Protection Arrangement and statutory health and safety requirements.

Signed: (Hirer)

Print name:

Name of organisation:

Date: