



# LETTINGS POLICY

May 2025-2028

Passmores Co-operative Learning Community

# Lettings Policy

## Section 1: Introduction

The Trust recognises the position of the school in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

## Section 2: Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject to separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Trust Board and governing body committee meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

## Section 3: Charging

The Trust Board is responsible for ratifying charges for the letting of the school premises following recommendations by the Finance & Audit Committee. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of insurance
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

The letting of rooms is exempt of VAT.

#### **Section 4: Management of Lettings**

The Head of Infrastructure is responsible for the management of lettings. The Head of Infrastructure delegates the day to day administration of the lettings to the Office Administrators, however retains overall responsibility for the lettings process.

If the Head of Infrastructure has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Trust Board to determine the issue on behalf of the Trustees.

#### **Section 5: Operational Process**

All organisations wishing to hire school premises must make their booking through the School Hire system. Office Administrators remain available to assist with initial enquiries, clarify available facilities, and support the process where required.

Prospective hirers must complete their application via School Hire. The Trust Board reserves the right to decline any application, and all applicants should be advised that no booking is confirmed until written approval is issued through the School Hire platform. No public announcements or promotional material regarding the proposed event or activity should be published until the booking has been formally confirmed.

Once the letting is approved via School Hire, the hirer will receive confirmation outlining the full booking details along with the terms and conditions of hire. The letting must not proceed until the hire agreement has been signed and submitted electronically through the system.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

During a hire of the school's premises, a member of the school's staff must be present to open and lock the building.

#### **Section 6: Child Protection and the Prevent Duty**

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Head of Infrastructure prior to approval.

When determining whether to approve an application, the Head of Infrastructure (delegated to the Office Administrators) will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Headteacher, balanced or outweighed by freedom of expression or artistic merit).

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

**This policy was approved by the Finance Audit & Risk Committee on the 12<sup>th</sup> May 2025. It will be reviewed at least every three years.**

## Appendix 2

### Passmores Cooperative Learning Community (PCLC) Facility Hire Terms and Conditions

#### 1. General Conditions of Hire

1.1 Passmores Cooperative Learning Community (PCLC) facilities may be hired for sporting and educational purposes unless otherwise agreed with the Lettings Manager. Applications for alternative use must be made at least two weeks in advance.

1.2 All bookings must be made via the School Hire booking platform.

1.3 The hirer must be over 18 years of age. If applying on behalf of an organisation, the applicant must be an authorised representative.

#### 2. Booking and Payment

2.1 Facility hire is available on a block booking basis. One-off bookings may be accommodated where possible, but VAT will apply.

2.2 Bookings are confirmed only after submission of a completed booking form via School Hire and acceptance by PCLC.

2.3 The hirer is responsible for all hiring charges as per the agreed rates.

2.4 Payment will be made via debit card on the School Hire platform. Alternative methods are available at the discretion of the PCLC finance team.

2.5 PCLC reserves the right to adjust hire charges with at least 4 weeks' notice.

#### 3. Cancellations and Amendments

3.1 Any cancellations must be made via the School Hire booking platform at least **24 hours in advance**. Failure to do so will result in the full fee being charged.

3.2 The hirer may not transfer, sub-let, or assign the hire to any other individual or organisation without written permission from PCLC.

3.3 PCLC reserves the right to cancel a booking due to school requirements, repairs, or unforeseen circumstances. Reasonable notice will be provided, and no charge will be made for these cancellations.

#### 4. Use of Facilities

4.1 The hirer may use only the agreed facilities and must not make unauthorised changes.

4.2 Hirers must provide DBS/CRB checks, coaching qualifications (for under-18 activities), and public liability insurance before the hire period begins.

4.3 The facilities include access to toilets, heating, and lighting. Additional facilities may be available for an extra charge.

4.4 No permanent furniture or equipment may be brought onto the premises without prior approval.

## **5. Responsibilities and Conduct**

5.1 Hirers must conduct their own risk assessments and provide copies upon request.

5.2 The hirer must ensure the facility remains clean and tidy. Failure to do so may result in additional charges.

5.3 Any damage to property or equipment must be reported immediately, and repair costs may be charged to the hirer.

5.4 All electrical equipment brought onto the premises must be PAT tested and certified.

5.5 Use of PCLC equipment is not permitted unless agreed in writing.

## **6. Safety and Regulations**

6.1 Only non-marking shoes are permitted in the activity studio, dance studio, and sports hall.

6.2 Only moulded boots and trainers are allowed on the 3G football pitch.

6.3 Smoking is strictly prohibited on all PCLC premises.

6.4 Alcohol may not be brought onto the premises without prior written permission and the relevant licensing arrangements.

6.5 PCLC accepts no liability for injuries sustained during facility hire.

6.6 First Aid is the responsibility of the hirer, and a first aid kit must be available at all times.

6.7 Fire exits must remain clear at all times. The hirer is responsible for fire safety compliance.

6.8 Car parking is available at the hirer's risk. Emergency access routes must always be kept clear.

6.9 Advertising materials may not be displayed without prior approval.

## **7. PCLC's Rights**

7.1 PCLC has priority use of its facilities and reserves the right to amend bookings where necessary.

7.2 PCLC may update these terms and conditions with 7 days' notice to the hirer. By proceeding with a booking, the hirer agrees to comply with these terms and conditions.

**PASSMORES COOPERATIVE LEARNING COMMUNITY RESERVE THE RIGHT TO ALTER, AMEND OR ADD TO THE LETTING TERMS AND CONDITIONS AT ANY TIME AND SUCH ALTERATIONS, AMENDMENTS OR ADDITIONS WILL BE EFFECTIVE ON THE GIVING OF 7 DAYS NOTICE TO THE HIRER.**

## **STEWARDS SWIM SCHOOL POOL HIRE**

### **Terms & Conditions of Hire**

*Please read this information carefully.*

**Facility hirers and all users must abide by the requirements included in this document.**

**The individual making the application for hire or use is deemed to be the responsible hirer and agrees to the following conditions and undertakes to observe them:**

### **Charges, policies, and Payments of Bookings**

- Applications to hire Stewards Academy Pool must be on the official booking form, the person signing the document must be over 18 years of age.
- All bookings are made complete on receipt of a signed application form and are subject to these Terms and Conditions of hire.
- Stewards Academy reserves the right to refuse a booking or refuse access or entry to any person /persons without giving a reason.
- Stewards Academy reserves the right to cancel the hire at short notice should they (the school) require use of the facility.
- Hirers must give at least 48 hours' notice of any cancellations, or they will be charged for the session.
- Any hires cancelled by Stewards Academy will not have to pay the hire fee.
- The capacity of the pool is 10 swimmers in a shallow end class

- Hirers must adhere to the same lifeguard ratios as instructed in the pool N.O.P.
- On arrival the Hirer must ensure that the Lifeguard(s) are stationed on poolside before allowing the group into the pool.
- If the hirer cannot provide qualified lifeguards then Stewards Academy will provide them at the current rate of hire.
- Any hirer using their own lifeguards must produce a valid NPLQ qualification for all named lifeguards. A copy of their certificate must be attached to the Application Form
- A booking will not be deemed to be cancelled until Stewards Academy has received written notification from the hirer. (E mails to the Pool and Letting Management Team are acceptable)
- Stewards Academy will make every effort to carry out its part of the booking but cancellations may be necessary on some occasions, for example when circumstances are beyond Stewards Academy's control. In the event of snow, the Academy may be closed to children throughout the day and will therefore be closed in the evening.
- Stewards Academy will not be held liable, or be required to pay compensation for any loss incurred as a result of, or in any way arising out of, the cancellation.
- In the event of cancellations with no prior notice, the hirer will be charged in full.
- The hirer must comply fully with the Stewards Academy Swim School Normal Operational Procedure.
- Hire of the pool includes use of the changing rooms.

### **Health & Safety, including Fire Regulations**

- The hirer must make all their users and guests aware that they (i.e. all users and their guests) must adhere to Health and Safety legislation and Stewards Academy's Normal Operating Procedure and Emergency Action Plan.
- The hirer is required to keep the facility clean, tidy, and leave it in the condition that it was found.
- Organisers are responsible for communicating the Emergency Action Plan and Emergency Evacuation Procedure to their group as soon as possible after their arrival at the facilities. This must include reference to emergency routes and exits.
- Information on the Emergency Procedures, including Evacuation, can be found at the main on the Yellow Evacuation posters placed around the Academy.
- Authorised representatives of Stewards Academy shall have free access to the pool at all times.
- In the event of a fire alarm the compliance of all persons attending the booking with any relevant Fire safety instruction, whether displayed in notices or issued verbally by Stewards Academy staff is required.
- Hirers are responsible for providing their own First Aid cover.

### **Insurance, Liability, Facilities, Equipment and Activities**

- Stewards Academy does not accept liability for loss of, or damage to property, articles or things placed or left on Academy premises by the hirer or visitors.
- The hirer agrees to indemnify, and to keep Stewards Academy indemnified, against liabilities, loss, damage, expense, costs and claims by any person in respect of injury or loss or damage to property howsoever caused during the use of Academy premises by the hirer.
- A copy of the insurance certificate must be attached to the Application for Hire form.
- The hirer will be responsible for the activities that take place.
- The hirer must check the facility and the equipment prior to use – any defective equipment is not to be used and must be reported to the Pool & Lettings Manager.
- The hirer must not use, or allow to be used, any of Stewards Academy's equipment without the prior consent of Stewards Academy.
- Any group hiring Stewards Academy's Pool must have a qualified coach/instructor for their specific activity in attendance at all times.
- The hirer is required to comply with any reasonable request from a member of Stewards Academy staff concerning the use of the premises and facilities.
- The hirer should ensure that they are present throughout the booking. If not then there must be a representative of the hirer present at all times.
- Stewards Academy does not accept any responsibility for the action of minors. Minors must be under the control of the hirer at all times.

**The hirer shall be responsible for the following:**

- The good conduct of all those participating in the booking, including spectators.
- The liaison with Stewards Academy staff when called upon to do so during the booking
- The supervision of all persons attending the booking to ensure their safety, the comfort of others and the protection of Stewards Academy property.
- The prompt reporting of any accident, injury, illness or incident to a member of the Stewards Academy Swim School staff. In the case of accidents, a Stewards Academy Accident Form must be completed on every occasion and submitted to Reception.

**Restrictions & Conditions of use**

- Stewards Academy operates a No Smoking policy in all areas within the Academy site. This includes the grounds and car park.
- Animals, with the exception of Assistance Dogs, are not permitted on Stewards Academy premises.
- The hirer is not to grant broadcasting or filming rights without the prior written consent of Stewards Academy.
- Alcohol must not be brought onto, sold, or consumed on, Stewards Academy premises at any time.
- The purchase or use of any illegal substances is strictly forbidden.

- No publicity material may be affixed to any Stewards Academy building without the prior written consent of Stewards Academy.

### **Behaviour & Damage**

- The hirer will be liable to answer for the good order and conduct of the group.
- All Stewards Academy regulations must be observed in so far as they relate to the facilities being hired.
- The hirer accepts responsibility for any damage caused to Stewards Academy facilities during the period of hire by the group and will be liable for the costs of rectifying the damage.
- In the event of a serious incident or misbehaviour, such as fighting, racial abuse, safeguarding issues, harassment, use of illegal substances or damage to property, Stewards Academy will insist that organisers make arrangement to remove the group from Stewards Academy property immediately.

### **Children and the Use of Stewards Academy Pool Facilities**

- Stewards Academy welcome appropriately supervised children to use the facilities. However, please note that some restrictions on use may apply in certain circumstances.
- Many areas of Stewards Academy can be potentially hazardous to children and so we would draw your attention to Stewards Academy's Normal Operating Procedure and Emergency Action Plan, with particular reference to the Safe Guarding of Children Policy.

***Stewards Academy cannot accept responsibility for the safety of children at times or places without pre-arranged supervision and care facilities.***

### **PRE-USE REQUIREMENTS & DOCUMENTATION**

- Stewards Academy Swim School will provide suitably qualified staff to oversee the organised training sessions.
- Children will not be allowed to join the training session unless they have completed a **registration form, signed by a parent or guardian.**
- Groups will not be allowed to undertake the activity unless Stewards **Academy has** received a Hire of Facilities Application form.
- Participants' swimwear must be appropriate for the activities taking place.
- Supervising adults / Parents / Guardians will be held responsible for any damage caused to Stewards Academy sports facilities and will be liable for the costs of rectifying the damage.

## **Code of Behaviour for under18 year olds and Expected behaviour**

- Children are expected to show responsible behaviour whilst on Stewards Academy property.
- Children are expected to respect the rights of other users of Stewards Academy Pool and Facilities.
- Children are expected to follow emergency procedures

## **Conditions of use**

- Alcohol must not be brought onto, or consumed on, Stewards Academy premises at any time.
- The purchase or use of any illegal substances is strictly forbidden.

## **Serious incidents of misbehaviour**

- In the event of a serious incident or misbehaviour, such as fighting, racial abuse, harassment, use of illegal substances or damage to property, Stewards Academy will insist that supervising adults, parents or guardians make arrangement to remove the children from Stewards Academy property immediately.

## **Complaints**

Complaints regarding the services and facilities provided should be made in writing and addressed to:

**Pool & Lettings Manager,  
Stewards Academy,  
Parnall Road  
Harlow  
CM18 7NQ**

## **Disclaimer**

**Stewards Academy will accept no liability in respect of people hiring Stewards Academy Dry Facilities, for the loss of or damage to property or any injuries sustained, or damage to third parties.**

**Persons wishing to indemnify themselves against any of these liabilities should affect their own insurance.**

## **BASIC EMERGENCY AND RESCUE GUIDELINES**

- Always wear suitable pool side clothing.
- Always carry a whistle.
- Always make sure the group is aware of emergency signals.

1 blast of whistle = STOP, PAY ATTENTION

3 blasts of whistle = EVACUATE THE POOL IMMEDIATELY

- Be aware of the position of safety aids.
- Have a mobile phone at hand and know the Emergency Action Plan.
- In the event of an accident whilst using the facility a written report must be sent to the school.
- Know the position of the fire doors and escape routes.

## **2. EMERGENCY ACTION PLAN**

- Evacuate the pool using the 3 blast whistle signal.
- Designate someone to ensure that all bathers leave the pool and are safe.
- Liaise with Stewards Academy staff to evacuate building.
- Ensure medical/rescue help has been alerted.
- When phoning for an ambulance, give the following information:

Location: Stewards Academy Swimming Pool  
Pincey Brook  
Harlow  
CM18 7NQ

Nature of the injury.

Your name.