



Lettings Procedure

Background

Acer Trust land and buildings may be let out to third parties and community groups (referred to as 'clients' in this document) as a way of providing additional income to the school. This document will provide guidance and information on lettings to ensure safety in operation and development of appropriate contracts.

Provided there is no interruption to, or curtailment of school use of Acer Trust school premises, part of the school buildings and grounds may be let to outside clients before or after the end of the school day, at weekends and during the holidays.

Within Acer Trust schools, parents place a level of trust in outside school activities, assuming a satisfactory level of safety as they are on school premises. However, some activities outside school hours may not involve the school at all. Acer Trust schools will ensure that anyone hiring school premises are competent and safe to do so.

Statement of intent

By letting out their premises, Acer Trust schools will:

- Ensure any costs incurred by the clients including, but not exclusive to, heating, lighting, and staffing, are covered by the income generated.
- Better integrate the schools into the local community.
- Meet some of the needs of local individuals, groups and organisations.
- Increase the use of facilities which are under-used by the schools.

When letting out their premises, Acer Trust schools will take reasonable steps to:

- Ensure that clients follow health and safety procedures.
- Ensure that clients are compliant with fire safety regulations.
- Check that clients have adequate insurance.

Health and safety

The following legislation applies to letting school premises: the [Health and Safety at Work Act 1974](#), the [Management of Health and Safety at Work Regulations 1999](#) and the [Occupiers Liability Act 1984](#). Any clients will be made aware of this legislation and of any relevant Acer Trust health and safety policy via email. We will provide a copy of the Acer Trust H&S policy. They must agree to comply with any safety and security requirements and with the conditions of use.

The clients are responsible for checking for safe use of the premises themselves, entrances and exits, and any plant or equipment.

A fire risk assessment will be carried out by Acer Trust schools and kept under review on at least an annual basis. This risk assessment will include potential lettings and the varied use of school premises.

Next Review	May 2025	Version	1	Approval Date	19.05.22
Review Cycle	Every 3 years	Owner	Ops Group/COO	Approval Body	TEG

Before letting out any of their premises, Acer Trust schools will ensure that:

- Escape routes are unlocked and unobstructed internally and externally.
- All doors are easily and immediately operable from the inside.
- Safety lighting is in good working order.
- Seating and gangways are arranged to allow sufficient space to escape in the event of an emergency.
- Firefighting equipment is properly maintained and available for immediate use.

After hiring out any of their premises, the client's designated key-holder(s) responsible for closing and securing the school premises will ensure that:

- All electrical appliances and lights are switched off.
- All doors and windows are closed, and the premises have been left secure.

Charging rates and principles

Rates

The rates for hiring out different areas of Acer Trust schools are available on enquiry from the relevant school. Certain organisations or activities may be permitted to use school premises for a reduced rate or free of charge if it supports the core aims of the school.

The client must ensure enough time is allowed to set up and clear away before and after use of the facilities and include this in the times requested. Occupancy of a school site for longer than the agreed times may result in additional charges.

The costs of hiring Acer Trust school premises are reviewed annually.

Cancellations

Acer Trust schools reserve the right to cancel any agreed let with as much notice as possible. A full refund will be issued if a let is cancelled by an Acer Trust school. The school will not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any let.

The client can cancel any let with a minimum of seven days' notice in writing. If fewer than seven days' notice is given, the client will not be entitled to a refund.

Payment

Payment must be made within 30 days of the invoice date, or by three days before the date of hire, whichever is earlier. Overdue payments may be subject to additional charges.

Car parking

Each Acer Trust school will allow visitors to events taking place in school premises that have been let out to park their vehicles in school car parks. Good access and egress will be maintained for emergency service vehicles.

Security

If access is required at times when the schools are normally closed, it will be necessary to revise the security risk assessment and arrangements to take this into account. This will be done in liaison with the client to ensure that the school premises are protected during the let. The following issues will be taken into consideration:

- The number of access points that are open.
- Who controls the access points and the risk of unauthorised access.
- Damage to or theft of school property due to intruders, arsonists etc.
- Who is responsible for locking up.
- Lone working.
- The likelihood of violence.

Supervision of children

Entertaining children on Acer Trust school premises through lettings needs to be well controlled. The client must provide adequate supervision to prevent overcrowding, unnecessary movement around school premises and unruly behaviour. Any adults involved in supervision must know what action to take in the event of an emergency.

First aid provision

The client is responsible for ensuring that a fully stocked first aid kit is always available during the let. It must be accessible to all those responsible for administering first aid.

The level of first aid that should be provided by the client depends partly on the nature of the activities being undertaken. An assessment of the risks and first aid requirements should be carried out by the client to decide on an adequate level, although there will always be at least one first aider available to provide first aid treatment.

The school's own employees should not be relied on by the client as the first aid provision, as they may not be present during the let.

Written permission will be obtained by the client from children's parents to seek any necessary emergency first aid advice or treatment.

In the event of a minor injury such as a small cut, graze or bruise, the first aider on site will take the appropriate first aid action and then make provision for the injured person to rest or continue, as necessary.

In the event of a major injury, it is the responsibility of the client to ensure the first aider is summoned immediately. The injured person must not be moved unless leaving them could result in further injury. Arrangements will be made by the client for the injured person to be taken to hospital, or an ambulance will be called. The injured person's next of kin will also be notified by the client. If a child is involved their parents will be notified immediately.

Any accidents or injuries will be reported promptly by the client to the school by telephone or in person. Accidents that are legally reportable under RIDDOR ([Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013](#)) will be reported to the HSE (Health and Safety Executive) by the client. However, accidents will be reported by the school if they result from a work activity or are due to the state of the school premises.

Emergency Action Plan (EAP)

In the event of an emergency at an Acer Trust school the safety and preservation of life will override all other considerations. The Acer Trust school being hired will provide an Emergency Action Plan (EAP) to the hirers before the let begins. This is a school-level document which should include the following:

- Staff responsibilities. In the event of an evacuation school personnel will have specific responsibilities, including calling the emergency services as appropriate, ensuring the pupils' safe evacuation to the designated place(s) of safety, collecting class registers, checking attendance registers and communicating the names of pupils who are unaccounted for, and so on. In the case of a let, the client must designate the specific responsibilities as appropriate and necessary.
- The alarm system. The school must ensure that the alarm is clearly audible in all areas throughout the school. It will be able to be activated from clearly marked call buttons located throughout the school. The alarm (along with the call buttons) must be tested and serviced regularly.
- Evacuation routes. Evacuation route ways and exit doors must be signposted and kept clear of obstructions at all times. A plan of the route way from every room in the school should be displayed by or near the doorway together with a plan of the designated safe evacuation assembly locations.

Members of staff and clients will ensure that they are familiar with alternative escape routes in case the designated primary route is impassable.

- Fire drill. A practice fire drill and full school evacuation must be held during on a regular basis but without prior notice.
- Firefighting equipment. Firefighting equipment will be located throughout the school. The client must be made aware of where these locations are. Fire extinguishers should be used mainly for the purpose of clearing a safe pathway to an exit.
- Emergency evacuation procedure. Overall, this will ensure the safe evacuation of everyone on school premises to the designated place(s) of safety. Although the details may vary from school to school, there are some aspects that will always be true: The evacuation should be conducted in an orderly fashion following available escape routes. If possible, all windows and doors should be closed as buildings are exited. Everyone should assemble at the predetermined place(s) of safety. Buildings must not be re-entered under any circumstances, or until given express permission to do so by the senior officer of the emergency services.

To ensure that the emergency procedures are fully effective, Acer Trust schools will regularly check exit doors, signage, firefighting equipment (including fire extinguishers) and fire alarm call buttons and keep them free from obstruction. The schools will also make sure all fire exit doors are operable without the aid of a key at all times the premises are occupied.

Fire safety

In Acer Trust schools the fire alarm sound is an easily recognisable continuous loud bell or alarm. On discovering a fire, the fire alarm must be activated immediately. The fire must not be tackled unless it is safe to do so (with no risk to self).

It is the client's responsibility to ensure that sufficient responsible adults understand the following fire precaution arrangements and procedures:

- The locations of fire alarm call points and how to use them.
- The locations of fire exits.
- The locations of fire assembly points.
- The locations of fire extinguishers and firefighting equipment.

If evacuation is necessary due to a fire, then it is essential for everyone to observe the following rules:

- Do not panic or run.
- Raise the alarm and call the fire services.
- Do not stop to collect personal belongings or allow others to do so.
- Assist people with disabilities if needed and if safe to do so.
- The last person out should close the doors behind them.
- Where possible use the nearest fire exit.
- Take any registers in use to the fire assembly point.
- Report any individuals unaccounted for to the fire brigade.
- Do not use any lifts.
- Do not re-enter school buildings until instructed to by the fire officer in charge.

Clients who hire out school premises on a regular basis must run a fire drill, at least annually, and report the outcome to the school.

Theft

All thefts will be recorded, whether from an Acer Trust school or an individual. In the case of an individual, a record will be taken of the name, address and telephone number of the person whom the theft has occurred against. Theft from an Acer Trust school will be reported to the school at the earliest opportunity. The person or school concerned will then be asked if they want the theft to be reported to the police. If the theft is reported to the

police, the person doing so should request a CAD (Computer Aided Dispatch) incident number and make note of it for future reference.

If there are reasonable grounds to suspect that a particular person was involved in a theft, then the police must be called, and the person informed of the course of action being taken. The person concerned cannot be physically restrained or held against their will as this constitutes assault. The same goes for the person's property or clothing. However, every effort should be made to detain the person until the police arrive.

Assault

If an alleged or actual assault takes place, the most senior person available on site will be informed and/or summoned. This person should attempt to find out the background factors that led to the assault. They should also find any witnesses and make a note of their names and addresses. The police should also be summoned if it is deemed necessary.

If an injury is sustained, first aid will be provided and, if required, an ambulance called. Assaults will be reported promptly to the school.

Use of photographs and media devices

The use of cameras, mobile phones and other equipment with the capacity to photograph is the responsibility of the hirer. They must obtain any necessary permission from the parents/carers of children being photographed or videoed. This may be audited by the school at any time during the let.

Safeguarding

The client will ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves, and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks.

The client will undertake to ensure that all staff or volunteers providing a service on behalf of the client will be made aware of the [Oxfordshire Safeguarding Children's Board Child Protection Procedures](#), the [DFE guidance Keeping Children Safe in Education \(Jan 2021\)](#) and the [Oxfordshire Safeguarding Adults Board Multi-Agency Adult Protection Procedures](#).

Acer Trust schools reserve the right to require the client to produce evidence that enhanced DBS checks have been carried out on all persons, to review safeguarding policies and procedures, and to impose any additional requirements they consider appropriate in connection with the hiring. If for any reason the school is not satisfied, then it reserves the right to cancel any letting and there will be no liability to the client other than to refund any hiring fee or deposit paid.

No safeguarding policy is required in the case of small-scale community lets (such as birthday parties), but safeguarding is still the responsibility of the client.

Should any safeguarding concerns present themselves during the let of an Acer Trust school premises, the client will contact the Designated Safeguarding Lead via the relevant school office immediately.

To show that the client accepts the responsibilities to safeguard and promote the welfare of all the children or young people for whom they provide a service, the client will sign the safeguarding/child protection declaration on the [Acer Trust School Facilities Hire Request Form](#).

Noise nuisance

Some activities can cause noise (for example, where music is being played or a generator is located near a neighbouring property), so care must be taken to avoid nuisance to the

neighbours. Noise levels and location must be carefully considered and control over the level of noise exercised by the organisers. As a general rule, the noise should not be audible beyond the boundary of the property.

The advice of the Environmental Health Services can be obtained prior to a letting to ensure compliance.

Repeat bookings may not be continued/accepted if suitable noise levels have been exceeded.

Drug/Alcohol abuse

Anyone found to be under the influence of drugs and/or alcohol will be asked to leave the school premises, and if necessary escorted off the site by the most senior person available. In the event of disruptive or threatening behaviour relating from drug and/or alcohol abuse, it is important that nobody places themselves at risk; the police will be summoned in all such cases.

If there is an unconscious casualty due to drug and/or alcohol abuse, an ambulance must be called. While waiting for the ambulance to arrive the casualty should be treated by a qualified first aider.

Temporary Event Notices (TENs)

Anyone hiring Acer Trust school premises for an entertainment event where alcohol will be supplied by retail must apply for a Temporary Event Notice (TEN). The Headteacher must also give their permission for alcoholic drinks to be consumed on the premises.

The client is responsible for obtaining the TEN and ensuring that its requirements are complied with. This person must be present at all times during the event.

Applications for a TEN must be submitted to the Local Authority no less than ten working days before the event, otherwise the TEN will not be granted. One school can apply for a maximum of 12 TENs a year in total.

Insurance

The two main potential hazards that will need to be insured against during a letting are injuries to pupils, teachers, adult helpers and members of the public, and property damage and theft.

The following control measures will assist in removing these hazards, or in reducing the likelihood of the risk of exposure to these hazards being realised:

- Determine what activities, functions or entertainment are permitted on Acer Trust school premises.
- If possible, a meeting with the clients will take place to discuss the activities to be undertaken, along with the health and safety and emergency arrangements.
- Check the certificates of any professionally qualified individuals involved.
- Check the clients' safeguarding policy and procedures before the first let. If children are involved in any of the activities, then the recruitment checks undertaken by clients should be the same as those used in school.
- Provide the clients with basic safety information, emergency procedures and fire safety instructions.
- Ensure that risk assessments are carried out for all unusual or risky activities to be undertaken during the let.
- Ensure that all equipment and facilities used by the clients during the let are adequately inspected and maintained. This includes electrical testing of electrical equipment.
- Ensure that the clients are aware of the rules on the storage and use of equipment, emergency evacuation, reporting incidents and clearing up spillages.

- Monitor that the clients are complying with the relevant safety standards.
- Carry out regular checks of the school premises before and after a let to confirm they are safe for the activities to be carried out by the clients.
- The school fire risk assessment will include arrangements for letting school premises. Fire alarm procedures and emergency routes will be formalised and communicated to the clients.
- Restrict access to only those areas needed by the clients, although without compromising fire safety.
- Provide adequate external lighting for the entrances and exits used by the clients.
- Any failure to implement the above control measures could invalidate the insurance and lead to costly civil claims being brought against the individual(s) involved and the school.

Other relevant information

- Acer Trust schools reserve the right to decline any applications to hire out any of their premises at their absolute discretion, in particular where the organisation does not uphold the values of the Acer Trust or its schools, or reputational damage may occur.
- Eating and drinking (except water) are not permitted within any venue unless agreed before the period of the let.
- Animals must not be brought onto or kept on any of the Acer Trust school premises without prior consent or approval of the relevant school. Exception is given in the case of guide dogs and dogs that assist under disability laws.
- If there are any false alarms from any fire/smoke detectors or burglar alarms, the client may be responsible for the call-out charges.
- Variations on timings outside of a regular client's agreement must be requested at least 28 days prior to the required date.
- Regular clients must arrange with the relevant Premises Manager an annual full emergency evacuation drill.