

# East Midlands Academy Trust

## Lettings Policy

**'Every child deserves to be the best they can be'.**

<b>Scope: East Midlands Academy Trust &amp; All Academies within the Trust</b>	
<b>Version: V9</b>	<b>Filename:</b> EMAT Lettings Policy
<b>Approval: February 2026</b>	<b>Next Review: March 2027</b> This policy will be reviewed by the owner and approved by the Trust CEO annually.
<b>Owner:</b> Head of Shared Services	

### Revision History

Revision Date	Revisor	Description of Revision
February 2026 v9	D Unitt	Updated to include current letting fixed costs figure as agreed in EMAT School Opening SLA @£30.00 Per hour. Updated to EMAT's new standard document template
March 2024	D Unitt	Update to reflect KCSIE Changes, reviewed by Thompson Team
July 2023	D Unitt	Document reviewed, minor spelling and grammar changes made
July 2022	M Juan	Update to include P/L insurance requirement increase to £5 million
October 21	M Juan	MAT Lettings Policy issued to all schools

## INTRODUCTION

East Midlands Academy Trust (EMAT) regards its buildings and grounds as community assets and will make every effort to enable them to be available for the delivery of extended services including community use.

EMAT 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. EMAT acknowledges that extended services, including community services, support and complement the main teaching and learning activity within its schools and contribute towards raising standards. However, we would ask that partners note that EMAT, by its very nature, is more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by EMAT in respect of any lettings of its premises. As a minimum, the actual cost to EMAT of any use of the premises must be reimbursed to the academies budget where those activities are not directly aimed at raising pupil attainment and achievement. Further details will regarding costs can be found in EMAT School opening SLA document, the current cost is £30per hour.

## Definitions of a Letting

A letting may be defined as “any use of the trust premises (buildings and grounds) by either a community group, or a commercial organisation.”

A letting must not interfere with the primary activity of EMAT, which is to provide a high standard of teaching and learning environments 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, Local Advisory Board 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 normal life of the academy.

## Charges for a Letting

The Deputy CEO is responsible for setting charges for the letting of EMAT premises. A charge shall be levied to cover the following:

Costs (currently £30 per hour) + Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Deputy CEO. This review will take place during the Spring term, for implementation with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. A

Charging Tariff, as determined by the Deputy CEO, will be established to ensure that access is affordable for particular individuals and groups.

## VAT

The rules for VAT on lettings are complex and are dependent on the type of letting and the status of the hirer. In addition, VAT rules for academy trusts are different from Local Authority schools. When making arrangements for a new letting you must ensure that the VAT treatment is correct from the outset, so a decision must be obtained from the central Finance Team for each let.

## Management of Lettings

The Executive Head/Head of School for each academy is responsible for the management of lettings of their academy, in accordance with EMAT's policy. The Executive Head/Head of School may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services/community development), whilst still retaining overall responsibility for the lettings process.

EMAT is vigilant to the possibility that out-of-hours hire of its premises may be requested by people wishing to run an extremist event. EMAT does not accept bookings from individuals or organisations that are extremist in their views. The academy will not permit any outside speaker or preacher to visit or speak in the academy without the permission of the Executive Head/Head of School

If the Executive Head/Head of School has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with their Designated Safeguarding Lead (DSL).

## The Administration Process

Organisations seeking to hire EMAT's premises should approach the local academy's Executive Head/Head of School or member of staff with delegated responsibility who will identify their requirements and clarify the facilities available. An application form should be completed at this stage. EMAT has the right to refuse an application and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved a letter of confirmation will be sent to the Hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with EMAT's current scale of charges. (Academies may wish to seek payment in advance in order to reduce any possible bad debts.)

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.

All lettings' fees, which are received by EMAT, will be paid into the academy's account, to offset the costs of services, staffing etc. (which are funded from the academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored.

A new booking form for regular hirers should be completed 6 weeks in advance for each new term.

## Public Liability and Accidental Damage Insurance

The hirer must prove to EMAT that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The absolute minimum limit for this insurance cover is £2 million but ideally £5million.

The hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. EMAT will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of its premises.

EMAT will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

## Safeguarding

- Any organisation wishing to hire EMAT facilities for non-school activities are expected to meet the guidance in Keeping Children Safe in Out of School Settings.
- Any organisation submitting a lettings request involving working with children or young or vulnerable people, must submit to the academy a signed copy of their current Safeguarding Policy.
- Any organisation submitting a lettings request involving working with children or young or vulnerable people, will be asked to provide evidence of DBS certificates, and safer recruitment processes having been followed.
- All hirers must state the purpose of the hire.
- All hirers must provide out of hours contact details, in the event the trust is required to notify the LADO of any safeguarding concerns.

**Failure to meet any of these requirements will prevent a letting being accepted or taking place.**

Each application will be vetted by the academy's DSL and any concerns will be reported the Executive Head/Head of School before a hire is confirmed.

When determining whether to approve an application; the appropriate school DSL will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- EMAT's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school
- Confidence that the provider has met the guidance in Keeping Children Safe in Out of School Settings.

An application will not be approved if the hirer's purpose:

- 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 trust, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they should contact the Executive Head/Head of School immediately.

The Executive Head/Head of School will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty OR the person or group is guilty of an offence under the Education Act 1996, the school will contact the police or school security who will remove the person or group from the school premises.

All hirers will read and comply with, the school's Child Protection and Safeguarding Policy.

If EMAT receives allegations related to an incident that happened when an individual or organisation was using its school premises for the purposes of running activities for children, the academies DSL will follow EMAT safeguarding policy and procedure, including informing LADO.

**APPLICATION FORM AND TERMS AND CONDITIONS FOR THE HIRE OF EAST MIDLANDS  
ACADEMY TRUST PREMISES**

Before completing this application form, a site visit must be undertaken by the applicant. Please read the terms and conditions listed on this form and bookings will not be accepted without a signed application form to confirm adherence to our terms and conditions. In addition, the applicant will be asked to provide evidence of insurance and any other documents at the request EMAT.

**1. ORGANISATION**

<b>Name of Organisation</b>	
<b>Organisation's Aims and Objectives</b>	
<b>Address of Organisation</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

**2. APPLICANT'S DETAILS**

<b>Name of Applicant</b>	
<b>Position held in Organisation</b>	
<b>Applicant's Address</b>	
<b>Telephone Number</b>	<b>Day time:</b>
	<b>Evening/out of hours:</b>
<b>Email Address</b>	

### 3. NATURE OF FUNCTION

**Please state purpose  
of function:**

**i) Single use**

<b>Day(s):</b>
<b>Date From:</b>
<b>Date To:</b>
<b>Time Required: From:</b> <b>To:</b>

**ii) Regular Use**

<b>Day(s):</b>
<b>Date From:</b>
<b>Date To:</b>
<b>Time(s) Required: From:</b> <b>To:</b>

### 4. FACILITIES REQUIRED

How many rooms will be required & for which dates (attach details)?			
How many people will be attending (max. numbers)?	Max no:	Adults:	Children (under 12):
Will a charge be made for admission to the event?	Yes / No		
Will the function include public entertainment?	Yes / No		
Will alcohol be served or sold at the event?	Yes / No		
Do you require furniture/equipment, e.g. tables, chairs, media equipment?	Yes / No		
Do you require this furniture to be moved by the school? (If 'Yes', a charge will be made)	Yes / No		

## 5. SAFEGUARDING REQUIREMENTS

If children are attending the event, the hirer agrees to provide the school with the name of individuals who are working with children during the hire; confirmation that DBS checks have been made for relevant individuals and clearance confirmed; and details of supervision arrangements in place for those who it is deemed not necessary to obtain a DBS check:

Number of Supervising Adults:	
Relevant Qualifications of Supervising Adults:	
Does the Hirer have appropriate policies/procedures to ensure the safeguarding of children? <i>Please provide copies of all relevant information</i>	
Where applicable have DBS checks (including DBS Children's Barring List checks, where necessary) been carried out?	
When?	
By Whom?	
Does the hirer confirm they have read and meets the guidance in <a href="#">Keeping Children Safe in Out of School Settings</a> if children are attending the event(s)	

## 6. DECLARATION

I hereby apply for the use of accommodation as stated on this application form. I undertake for and on behalf of the organisation that if permission is granted, the organisation will comply with the terms and conditions of the letting to which that permission will be subject, which terms and conditions I have received a copy and read.

Dates during the year when the premises will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances. The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see Terms and Conditions for further details). The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (see Terms and Conditions for further details). The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions

for further details). The Hirer undertakes to comply with the regulations regarding Safeguarding and KCSIE (see Terms and Conditions for further details).

***Please find enclosed, where appropriate, proof of public liability insurance and any other documents required.***

**I declare that I am 18 years of age or over and undertake that the letting(s) will be under adult supervision throughout.**

Name of Applicant  
(please print):

Signature of Applicant:  
Date:

#### **TERMS AND CONDITIONS FOR THE HIRE OF EAST MIDLANDS ACADEMY TRUST PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

##### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. East Midlands Academy Trust reserves the right to refuse or revoke any bookings. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between East Midlands Academy Trust and the Hirer.

If a particular letting involves contact with the East Midlands Academy Trust’s pupils or other young or vulnerable people, then:

Any organisation submitting a lettings request involving working with children, young or vulnerable people must submit to EMAT, evidence that appropriate policies and procedures are in place with regard to safeguarding and child protection and provide evidence to the EMAT of criminal record checks relating to all staff and others working closely with children or vulnerable people.

EMAT will require Disclosure & Barring Service (DBS) relating to staff and other adults using academy premises at a time when academy pupils or other young people may be on site.

EMAT will agree to obtain the Children’s Barred List check (formerly List 99)/DBS clearances on behalf of a Hirer (DBS checks would require a minimum of a one half term advance notice).

EMAT will require evidence of appropriate qualification for Hirers using facilities for specific activities.

##### **Priority of Use**

The Headteacher / Executive Head or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to academy function therefore, the academy reserves the right to cancel a booking at short notice i.e. less than 1 week. We

will in the first instance offer an alternative date for the booking. This will only be in exceptional circumstances e.g. forced academy closure, adverse weather conditions.

### Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

### Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### Public Safety

The Hirer shall adhere to the Academy's Health and Safety Policy. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and where applicable, the Hirer must adhere to the correct adult / child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the academy by the nearest exit and assemble at the venue area as advised to them by the Hirer, as detailed in the terms and conditions. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

### Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects, at their own risk.

### Damage, Loss or Injury

The Hirer warrants to EMAT that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. EMAT will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Academies will inform the Hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

The hirer is responsible for the cost of repair or replacement of any property belonging to EMAT that has been damaged or destroyed during or in connection with the occupation of the academy premises.

### Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall # pay the cost of any reparation required.

### Academy Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher / Executive Head (or other person with delegated responsibility). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of EMAT equipment they are using, and for the equipment's safe and appropriate use. Use of the academy's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the Academy's office is available during the time of the letting and it is a requirement that the Hirer has access to a mobile phone to cover the event of an emergency.

### Hirer's Equipment

The Hirer should state on the hire agreement any equipment they intend to bring into the academy. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto EMAT's sites must have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer under a year old. All equipment should be sound condition. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into/removed from school within the time booked.

EMAT will not accept liability for any accident caused by defective equipment brought on to the academy premises by the hirer.

### Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the academy car parking facilities. East Midlands Academy Trust will not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

### Toilet Facilities

Access to the academy's toilet facilities is included as part of the hire arrangements.

### First Aid Facilities

There is no legal requirement for the academy to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is a requirement that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

### Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of EMAT, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

### Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

### Smoking

The whole EMAT estate is a non-smoking area, and smoking is not permitted within any of its buildings or grounds at any time.

### Suitable footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify EMAT against all sums of money which EMAT may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### Sub-letting

The Hirer shall not sub-let the premises to another person.

### Charges

Hire charges are reviewed annually and current charges are set out in the *Hire Agreement*.

### Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by EMAT on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the Hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

### Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with EMAT's current scale of charges. Payment must be received by the academy prior to the date of the letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with EMAT's current scale of charges.

### Right of Access

EMAT reserves the right of access to the premises during any letting. The Headteacher / Executive Head (or delegated officer) EMAT staff or appropriate delegated committee, may attend to monitor activities from time to time.

### Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation as it was found, in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

### Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

### Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the academy must be sanctioned by the Headteacher / Executive Head (or delegated officer) at least one week prior to proposed distribution by the Hirer.

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#### **Office Use Only:**

**Is the form complete? Y / N**  
**If no, why not**

**Does the letting meet school's guidelines? Y / N**  
**If no, why not**

**Details of Safeguarding checks carried out and by whom.**

**Does the letting meet Policy guidelines? Y / N**  
**If no, why not**

**Has a site visit and face to face meeting being held? Y/N**  
**If no, why not**

**Cost of Hire**  
**Please provide approximate cost of hire (staff / Heating / Etc )**



***Application Approved***

***Name***

***Date***

**Letter confirming approval/refusal:**

**Date:**

**Invoice Raised:**

**Amount (£):**

**Date:**