



**THE BAY
LEARNING TRUST**

Bay Learning Trust Lettings Policy (Appendix G Financial Framework)

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APPENDIX G

Bay Learning Trust Lettings Policy

The Bay Learning Trust (the Trust) aims to ensure the use of all its academies facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of the learners and secondly, for the local community.

1. BLT Policy and Conditions

1.1 The letting of the Trust premises shall not detract from the primary objective of the Trust as an education provider.

Although providing a vital link with the community and other organisations, the lettings shall be organised so that there is no disruption to the delivery of the curriculum and at no cost to the students of the academy or their education.

The Trust policy is to encourage the use of the premises i.e. buildings, playing fields by students, parents, the community and organisations such as sports clubs, senior citizens groups and music workshops.

The Trust positively encourage individuals or groups who wish to make reasonable use of the premises, regardless of their race, gender, disability, sexuality or religion.

The income received by the letting of academy premises will be used to assist the Local Governing Body to enhance and enrich the education and environment of the students.

1.2 Aims:

- To ensure that lettings are not in conflict with the fundamental purpose of the Trust / academy
- To support community involvement in the life of the academy
- To be consistent with the BLT equality policy
- To maximize the commercial opportunity for lettings
- To ensure costs are fully calculated and covered
- To provide a professional service to users of the academy's premises

1.3 The overall responsibility for managing lettings rests with the Trust.

1.4 The day-to-day responsibility for managing lettings rests with the local academy in compliance with the Trust policy.

1.5 A letting is defined as any use of the academy buildings and ground by parties other than the academy and its partners. This may be a community group such as a local football team or dance club.

1.6 The hirer will accept responsibility for being on the premises, being in charge of the premises let and for ensuring that all conditions of the letting agreement are

observed, particularly those relating to management, behaviour, conduct and supervision whilst on Trust premises.

1.7 The following activities fall within the corporate life of the academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget:

- Trust and local governor meetings
- Extra-curricular activities for students organised by the academy or the Trust
- Academy performances
- Parents' meetings / Evenings

1.8 All lettings must be consistent with the Trust core values. The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the Trust / academy, or are not able to be accommodated within the academy's facilities:

- Commercial activities with little potential to generate income or support for the academy
- Events selling or serving alcohol
- Activities promoting gambling
- Activities or events of a political nature
- Activities or events which might bring the academy or Trust into disrepute.

2. Due Diligence

2.1 Before any new user is able to hire any of the premises the Academy Trust will carry out any necessary due diligence checks to ensure that the organisation are a genuine organisation and they will only use the premises for the activity according to the terms of their hire agreement. This will include ensuring that the organisation are not linked in any way to activities which may bring the reputation of the Academy Trust into disrepute either locally or with the Department for Education.

The Academy will ensure that any Hirer shall not sub-let the premises to another person.

3. Security

3.1 The academy Headteacher / Business Manager and /or Site Manager has delegated authority to determine the security risk for each letting and will be responsible for allocating continuous control measures.

4. Responsibilities

4.1 The day to day management and administration is undertaken by individual staff within each academy.

4.2 Each academy is responsible for:

- Managing the day-to-day lettings of the academy premises and ensure effective communication between all parties concerned
- Maintaining accurate records of all bookings
- Confirming bookings using the Academy Booking Terms and Conditions template

- Inspecting insurance documentation
- Raising invoices and chasing any outstanding payments
- Ensuring appropriate staffing - particularly ensuring an appropriately trained member of staff is present when any specialised equipment or accommodation is hired
- Booking duty site staff for lets, if required
- Ensuring facilities are as required by hirers
- Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use
- Providing a professional service to users of the academy's premises

5. Health and safety

5.1 No smoking is allowed on any site.

5.2 The academy has a responsibility to work within the framework of the law; however, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are held by the site supervisor.

5.3 Hirers must sign all required paperwork and abide by Academy rules, code of conduct and Trust Health and Safety Policies and agree all T&C's associated with the letting.

5.4 The academy's telephone system may be used in the event of an emergency. The academy reserves the right to cancel any letting where the hirer fails to comply with health and safety issues (see Academy Booking Terms and Conditions).

5.5 The academy requires any electrical items used to have a PAT certificate. The Business Manager in consultation with the Site Manager will monitor the number of people on site with regard to safety in the event of a fire and insurance.

6. Safeguarding

6.1 All hirers who provide activities for children and young people are required to complete the Academy Booking Terms and Conditions template which indicates they have appropriate Health & Safety, Child Protection, Safeguarding, etc, policies. Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background. If a particular letting involves contact with academy students all personnel involved must have appropriate recruitment and vetting checks (DBS). The Trust will not hire out premises to current pupils/students.

It is the responsibility of the academy to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence. These checks must be made by prior arrangement with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with BLT students (for example, at an after school sports club) must be appropriately qualified.