

Lettings Policy

Lettings policy: document provenance

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Summary of changes in this review	• This is a new policy
Related policies and documents	• Child protection and safeguarding • Health and safety • Fire safety and evacuation • Lockdown, shelter in place and invacuation • Finance policy • Charging and remissions policy • Keeping Children Safe in Education

Unless there are legislative or regulatory changes in the interim, the policy will be reviewed as per the review cycle. Should no substantive change be required at this point, the policy will move to the next review cycle.

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1.0 Policy statement

- 1.1 Dixons Academies Trust (DAT, our trust) recognises the role that each academy plays within their communities and welcomes the use of academy premises for a variety of purposes that provide beneficial leisure and other opportunities for children, residents, and other local parties.
- 1.2 Our trust has agreed that academies can supplement their school budgets by encouraging the letting of their premises where possible, provided that any letting is not detrimental to the academy or its students.
- 1.3 Our academies may also choose to use their premises free of charge for the benefit of the local community or other local parties and are encouraged to do so where appropriate.

2.0 Scope and purpose

- 2.1 The purpose of this policy is to set out clear, consistent arrangements for the letting of trust premises to third party organisations and community groups. It ensures that lettings:
 - are managed safely and responsibly
 - do not compromise safeguarding, security or the day-to-day operation of our academies
 - are compliant with trust policies and legal duties
 - protect trust assets, reputation and community relationships
- 2.2 This policy applies to:
 - all academies and sites within our trust
 - all lettings of buildings, facilities or grounds outside the normal school day including evenings, weekends and holidays as identified in the site map and agreed with academy principal
 - all third-party hirers whether commercial or non-commercial and whether let directly or through a third-party
 - all lettings regardless of whether a charge is applied or not
- 2.3 Activities that form part of the normal life of the academy (e.g. school run extra-curricular activities) are not considered lettings.

3.0 Definitions

- 3.1 A letting is defined as any use of our trust premises (buildings and grounds) by an external organisation or individual that is not directly managed or delivered by our trust. This includes arrangements where no charge is applied.
- 3.2 A letting must not interfere with the normal activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents' meetings, governing body meetings and extra-curricular activities of pupils supervised by school staff, fall within the normal life of the academy and must take priority.

4.0 Principles

- 4.1 Lettings will be managed in line with the following principles:
 - safeguarding first: the welfare of children and young people is paramount
 - security and control: access to premises must be managed and supervised
 - community benefit: priority may be given to activities that benefit the local community
 - risk management: risks must be identified, assessed, and controlled
 - transparency and accountability: roles, responsibilities, and expectations must be clear

5.0 Lettings agreements, approvals and cancellations

- 5.1 All lettings (even those where no charge is made) must be subject to a letting agreement. This will detail the terms of the letting and must be signed by the booking party. A letting will only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed or the changes to be documented in writing alongside the original agreement.
- 5.2 All lettings must be approved in advance in line with internal trust procedures.
- 5.3 The principal (or delegated trust officer) retains the right to approve or refuse any letting at any point in time for any reason.
- 5.4 Our trust reserves the right to refuse or cancel lettings where activities are incompatible with our trust's mission and values, or where any of the requirements contained within this policy are not met.
- 5.5 The academy has priority use of the site and all facilities to cover day to day teaching and curriculum needs.



6.0 Safeguarding

6.1 Where lettings involve children or young people:

- hirers must provide appropriate safeguarding policies and procedures
- evidence of relevant DBS checks must be provided for responsible adults
- hirers must always confirm appropriate supervision arrangements

6.2 Dixons Academies Trust retains the right to verify information and refuse access where safeguarding standards are not met.

6.3 Safeguarding expectations apply equally to all direct and third party managed lettings where lettings involve children or young people.

6.4 Any allegations which are received which relate to an incident during the course of a letting or in relation to a letting will be investigated in line with DAT safeguarding policies and procedures.

7.0 Insurance

7.1 Hirers must hold adequate Public Liability Insurance for the duration of the letting.

7.2 Proof of insurance must be provided prior to confirmation of any booking.

7.3 Dixons Academies Trust accepts no responsibility for loss, damage, or injury arising from the hirer's activities.

8.0 Health and safety

8.1 Hirers must comply with all relevant health and safety requirements as required by law.

8.2 A suitable risk assessment must be provided where required. This will be requested in advance of a signed lettings agreement where relevant.

8.3 Hirers must follow DAT procedures for fire safety, first aid, and emergency arrangements including Martyn's Law.

8.4 Our trust may refuse or terminate a letting where health and safety requirements are not met.

8.5 Hirers are expected to report any health and safety risks, damage, accidents and incidents, potential hazards immediately.

8.6 Hirers are responsible for ensuring exit routes are kept clear of personal belongings and equipment during use of the facility and that no dangerous materials are brought onto the premises.

9.0 Security and use of premises

9.1 The hirer shall ensure that no loss or damage is caused to the facility on hire or any part thereof or to the equipment, apparatus or fittings. The hirer shall pay on written demand the reasonable cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or fitting which is lost or damaged, during the course of, or in connection with, the hiring.

9.2 The hirer is expected to leave the facility in the same condition in which it was at the beginning of the booking. Costs incurred for any subsequent cleaning of the facility will be met by the hirer.

9.3 The hirer is expected to maintain the security of the site for the duration of the letting and ensure that the site is secure as they arrive and leave. Any concerns regarding the security of the site must be reported immediately.

9.4 No food may be brought onto the facilities by the hirer without prior agreement.

9.5 No alcohol may be brought onto the facilities by the hirer without prior agreement.

9.6 All facilities are designated no smoking environments, therefore smoking is not permitted anywhere onsite.

9.7 The hirer is responsible for obtaining the relevant licenses and the payment of any fees which may become due. If the premises are required for concerts, plays, musicals, films or any other public entertainment, or if visual aids are used, the hirer must ensure that:

- copyrights are not infringed
- all licensing requirements have been met
- no play shall be performed, or film shown, which is in any way offensive

9.8 Our trust will not permit lettings where:

- activities conflict with our trust's values or safeguarding duties
- there is a risk to community cohesion or public order



- the activity presents an unacceptable risk to people, property, or reputation

9.9 Our trust may refuse or terminate a letting where security requirements are not met.

10.0 Indirect lettings via a managing agent

- 10.1 The managing agent will ensure that access is permitted to approved areas only, which will be agreed in advance of any bookings commenced. Any changes to approved areas will be agreed in writing between our trust and the managing agent.
- 10.2 The managing agent must not permit unauthorised access to other parts of the site and is responsible for ensuring the security of the site for the duration of the booking.
- 10.3 The managing agent is responsible for the condition of the premises during the letting. The managing agent is expected to leave the facility in the same condition in which it was at the beginning of the booking. Costs incurred for any subsequent cleaning of the facility will be met by the managing agent (who may wish to claim it from their customers).
- 10.4 The managing agent shall ensure that no loss or damage is caused to the facility on hire or any part thereof or to the equipment, apparatus or fittings. The managing agent shall pay on written demand the reasonable cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or fitting which is lost or damaged, during the course of, or in connection with, the hiring.
- 10.5 All managing agents must ensure all their staff are trained on the following:
- general duties at the start of the day, when groups arrive and leave and when closing and locking the buildings to include use of building alarms.
 - conduct on site
 - what to do in the event of adverse weather
 - what to do in the event of an emergency
 - manual handling and COSHH where appropriate
 - first aid
 - KCSIE, safeguarding and child protection

11.0 Direct lettings between an academy and hirer

- 11.1 Access will be limited to approved areas only. Hirers must not access unauthorised areas of the site.
- 11.2 Hirers must comply with all relevant policies and procedures, and all instructions given by academy employees.
- 11.3 The hirer is expected to leave the facility in the same condition in which it was at the beginning of the booking. Costs incurred for any exceptional cleaning of the facility will be met by the hirer.
- 11.4 The hirer shall ensure that no loss or damage is caused to the facility on hire or any part thereof or to the equipment, apparatus or fittings. The hirer shall pay on written demand the reasonable cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or fitting which is lost or damaged, during the course of, or in connection with, the hiring.
- 11.5 Hirers will be sent a monthly invoice and will be responsible for payment of any charges on a monthly basis in arrears. Hirers must provide up to date contact details including a telephone number and email address.

12.0 Charges

- 12.1 Letting charges and any deposits will be agreed up front during the process of establishing a lettings agreement. Our trust reserves the right to review charges on an annual basis. This will be communicated in writing in advance of any changes to provide sufficient notice to hirers.
- 12.2 Charges will be determined in line with our mission and values, our charging and remissions policy, and any other relevant finance policies. Charges will be fair and proportionate.
- 12.3 Deposits may be used to cover damage, cleaning, or breach of terms.
- 12.4 The hirer shall ensure that no loss or damage is caused to the facility on hire or any part thereof or to the equipment, apparatus or fittings. The hirer shall pay on written demand the reasonable cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or fitting which is lost or damaged, during the course of, or in connection with, the hiring.
- 12.5 Hirers are expected to pay promptly in line with agreed terms and conditions. Our trust reserves the right to cancel or terminate bookings due to non-payment.

13.0 Compliance



- 13.1 Dixons Academies Trust reserves the right to monitor lettings and carry out checks.
- 13.2 Failure to comply with this policy or the terms of hire may result in suspension or termination of future lettings.
- 13.3 Relevant details of the monitoring process will be shared with hirers in advance of the signed lettings agreement.

14.0 Monitoring and review

- 14.1 This policy has been approved by our trust's audit and risk committee who will review on a two-year cycle to ensure continuing appropriateness.