



# Lettings Policy

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**Author/owner: Board of Trustees**

**Review: Triennial**

**NB.** 'Trustees' means the Directors referred to in the Trust's Articles of Association

## History of most recent policy changes

Version	Date	Page	Change	Origin of Change e.g. TU request, Change in legislation
V1.0	Jan '22		New Policy	Trust policy to replace polices brought in on conversion to standardise policy across Trust schools
V1.1	Jun '23	6, 9, 12	Reflect updated safeguarding requirements	KCSIE 2023
V1.2	Sep '23	9-13	Numerical reference update re clauses.	Discrepancy re clause reference

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## 1. Purpose

- 1.1 Tarka Learning Partnership wishes to make available to the community the facilities of the academies within the Trust. The Trust will consider all requests for lettings the academies facilities with power to give consent to lettings delegated to the Head Teacher of the school site

## 2. Aims and Principles

- 2.1 That Trusts premises represent a significant capital investment and should be fully utilised.
- 2.2 Recognition of the value and importance of the premises to the local community and will vary profit margins in order encourage educational activities.
- 2.3 The need to ensure lettings consider the need of the Academy to fulfil its aims and objectives.
- 2.4 That educational usage should always take precedence and priority.
- 2.5 The need to ensure that, as a minimum, the full cost of the let is met by the hiring organisation.
- 2.6 That a profit margin would be welcome when derived from a private or commercial usage but will not be the objective when facilitating educational activity by designated users.

## 3. Roles and Responsibilities

- 3.1 The Head Teachers is responsible for lettings at their school site and setting any local rules or regulations
- 3.2 The Head Teacher may delegate the organisation of lettings to other staff in the school
- 3.3 The Head Teacher or person with delegated authority is responsible for the Scale of Charges (appendix 1) for their academy and for reviewing this annually.
- 3.4 The Academy will retain records from facilities hire (regardless of if there is a fee) and report to the academy leadership team and local governing body and to the Board of Trustees upon request
- 3.5 The academy will report Health and Safety issues in relation to lettings to the Trust Estates team in order that appropriate support can be given
- 3.6 The Head Teacher or person with delegated authority within the school will ensure that all legal requirements are satisfied by any hiring group (e.g special licenses, insurances, safeguarding requirements)
- 3.7 The Head Teacher or person with delegated authority is responsible for ensuring hirers are made aware of any local rules or regulations not covered by the standard terms and conditions and for documenting these are part of the booking process
- 3.8 Hiring fees, terms and conditions, rules and regulations and booking forms will be available from each academy and available on their website through their own lettings administration systems.
- 3.9 The hirer must comply with the conditions outlined in the policy, terms & conditions, scale of charges and any local academy rules and regulations.

## 4 Priority Usage

- 4.1 School activities must have first call on the facilities but every effort shall be made to allow community groups and individuals to use the facilities when they are not in use by the school.
- 4.2 The Trust have adopted the following categories and priority user:-
  - statutory users (Category A) - where it is established by statute that school premises must be used e.g. elections
  - designated users (Category B) – use for educational purposes with priority as follows
    - i. community education programmed activities (adult education programmes)
    - ii. community users who serve recognised schemes (such as Duke of Edinburgh's Award)
    - iii. community users who serve recognised organisations (such as Girl Guides, Scouts, Cadets)
    - iv. usage by Education department for its purposes

- private users (Category C)
  - i. other groups who serve the community (charitable, health, social)
  - ii. private Individuals
  - iii. commercial enterprises

## 5 Determination of Status

5.1 The Trust has delegated their power to determine designated status to the academy who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing body. The Head Teacher or person with delegated authority will arrange for a list of approved organisations to be maintained. This does not preclude the Head Teacher from referring sensitive applications to the governing body at their discretion.

## 6. Commercial lettings

6.1 A commercial letting is any hire of academy premises or equipment that is intended to produce a profit for commercial gain over and above the cost of running the event. Commercial hirers shall not be allowed to become affiliated to the academy to gain pecuniary advantage, where a pecuniary interest exists this must be declared, and it must be demonstrated that the hire charges applied are in line with the policy for commercial hire of facilities.

## 7. Concessions

- 7.1 The academies own activities (governors, PTA, Plays, Fundraising events) will be classed as priority use for the purposes of furthering education and will be exempt from charge.
- 7.2 Academies have the discretion to waive the rental element of a letting fee for non-education groups with a registered charitable status.

## 8. Hire & Charges

- 8.1 The hire fees must cover costs of caretaking, cleaning, heating, lighting and maintenance. Any profit, if there is some, will be reinvested to improve the learning environment.
- 8.2 Academies should not subsidise lettings for community groups, private individuals or commercial ventures.
- 8.3 Where academy facilities are used to provide wrap-around care or other type of provision that is a chargeable service, the costs of facilities and utilities should be taken into account and the costs incorporated as part of the service charge. That cost may be internally transferred from the traded service to lettings for budgetary purposes.
- 8.4 In recognition of the various facilities available for hire at each site, each academy is responsible for publishing its own Scale of Charges (Appendix 3). The Scale of Charges will include details of the times that each facility is available for hire, the rate of hire for the category of user, the minimum hire period and details of any local arrangements. Where the hire is for a swimming pool the Academy must have its own local regulations in relation to pool safety for the Hirer
- 8.5 Each academy will set its own scale of charges to take account of their community needs and to place themselves competitively within their market.

## 9. Payment

- 9.1 Payment for one-off lettings is expected in advance of the hire date.
- 9.2 Regular lettings will be invoiced termly in advance, unless explicitly agreed with the Academy at the time of booking
- 9.3 The Academy may request a non-refundable deposit to secure a booking

9.4 The Academy may request a refundable deposit against possible additional costs for cleaning or damage. This will be agreed with the hirer prior to booking. (This does not affect the ability of the Academy to levy additional charges where the Hirer has not complied with the Terms and Conditions of the booking)

## 10. Cancellation

- 10.1 The Academy reserves the right to cancel any letting, with good reason, without any obligation other than to make a full refund of any deposit or letting fee paid to the Academy
- 10.2 Cancellation by the hirer for any reason with seven days' notice, a fee of 25% of the agreed total hire charge will apply. Fees paid in advance in excess of the cancellation fee will be refunded.
- 10.3 Cancellation by the hirer within seven days of the hire date, full hire fee is payable.
- 10.4 See terms & conditions of hire 10 & 11.

## 11. Lettings Administration

- 11.1 All lettings of the academy premises shall be documented, included where no charges are made
- 11.2 All hirers must complete a booking using the academies preferred booking method. This may be an Application and Contract Hire of Academy Premises form (Appendix 2) or via the academies on-line booking system.
- 11.3 The Hirer must receive a copy of the Trusts Terms & Conditions of Hire of Academy Premises (Appendix 1) together with any local information or conditions that the academy wishes to include within the hire contract.
- 11.4 Once costs have been agreed in accordance with the Scale of Charges, the Application and Contract Hire of Academy Premises form (appendix 2) must be signed by both parties. A confirmed on-line booking is deemed to be acceptance of the Terms and Conditions and contract of Hire.

## 12. Safeguarding

- 12.1 Tarka Learning Partnership and its academies are committed to safeguarding and promoting the welfare of children and young people. The Trust will not permit the hire of its premises for activities that promote any extremist or terrorist activities or for the dissemination of extremist views or materials.
- 12.2 All hirers are responsible for ensuring that safeguarding measures are in place in relation to their activities. Hirers providing services to children must have DBS checks, and appropriate child protection and safeguarding policies and procedures in place to ensure children's safety; these must be supplied to the academy on request. It is the responsibility of any Hirer, as an employer/organisation, to carry out DBS checks and other checks on its staff/volunteers.
- 12.3 All hirers must and ensure there is a nominated person to liaise with the school regarding safeguarding matters and follow best practice in Keeping Children Safe in out-of-school settings [Keeping children safe in out-of-school settings - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

## 13. Health, Safety & Security

- 13.1 During the period of the letting, it is the responsibility of the Hirer to ensure safety for all those making use of the premises and the safety of the members of the public who may be on the premises as a result of the letting.
- 13.2 The Governors reserve the right to insist upon caretaking presence where, in their view, the letting may leave the school vulnerable to theft, damage or address other safety concerns.
- 13.3 The Hirer must make their own arrangements for first aid, such as first aid trained staff and the provision of a first aid kit.
- 13.4 No intoxicants shall be brought on to or consumed on the premises
- 13.5 The whole of the school premises is a non-smoking area and smoking is not permitted, this includes the use of e-cigarettes
- 13.6 All litter must be placed in the bins provided.

#### **14. Monitoring and Review**

13.1 The Trust will review this policy in a three-year cycle and assess its implementation and effectiveness

13.2 The scale of Charges will be reviewed annually by the academy.

## Appendix 1 - Terms & Conditions of Hire if Academy Premises

### GENERAL TERMS & CONDITIONS FOR HIRE OF Academy PREMISES (Lettings Policy – Appendix 1)

#### Application and Fees

1. Application forms should be submitted to the office at least two weeks before the first day of the proposed letting.
2. The person signing the application form will be considered to be the Hirer. Where a promoting organisation is named in the application that organisation shall also be considered the hirer and shall be jointly and severally hereunder with the signatory.
3. All applications will be considered on their merits, taking into consideration the suitability of the activity. The Academy reserves the right to:
  - a) refuse applications without giving a reason
  - b) have a representative present at any function
  - c) terminate any activity not properly conducted
4. The fee payable for the hiring shall be calculated in accordance with the 'scale of charges' published by the Academy and confirmed at the rate applicable on the date on which the Academy accepts the Hirer's booking.
5. The fee for occasional hiring shall be paid to the Academy within five days of receipt of the invoice. Non receipt of payment will result in the right to cancel the booking; in such an event the Academy will not incur any liability whatsoever to the hirer.
6. In the case of a long term letting the Academy may, at their discretion, permit periodic payment for hire charges in arrears.
7. The Academy reserves the right to vary its rates in any year
8. The Academy reserves the right to charge for lettings which overrun the agreed time at double the Academy's published hourly rate for that letting
9. The Academy reserves the right to charge for cleaning where the premises are left in a state which requires cleaning above that normally required

#### Cancellation

10. The Academy reserves the right, having good reason, at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the premises on any particular date. In such an event the Academy shall not incur any liability whatsoever to the hirer other than for the return of any fee paid in respect of the hiring.
11. If the hirer wishes to cancel the booking then the Academy shall be entitled to retain or demand as the case may be the whole of fee in respect of the original booking unless at least seven days clear notice is given prior to the date of the hiring when the fee will be refunded to the hirer subject only to any deduction or expenses in respect



of the booking already incurred by the Academy. In most cases this would consist of an administration fee of 25% of the fee agreed for the hire of the premises for that date.

### **Furniture & Equipment**

12. The hirer's use of the premises shall be deemed to include the use of chairs and tables only. Agreement at the time of booking must be made for the use of other furniture and equipment. The use of other equipment or furniture shall incur an additional charge and conditions to the hirer which will be agreed at the time of the booking.

### **Kitchen Facilities**

13. Kitchen facilities and facilities for preparation of refreshment are not included in the hiring unless explicitly referenced and charged on the booking form.

### **Safeguarding**

14. The hirer shall:

- a) Make available evidence of safeguarding checks or copies of child protection and safeguarding policies as requested by the academy in relation to the hiring organisation, its volunteers or sponsor partners
- b) Report any safeguarding incident that has taken place on the site during the hire period to the academy Safeguarding Lead in sufficient detail that the academy may take steps to review systems, process and the environment to minimise risk of reoccurrence.

### **Health, Safety & Condition of Premises**

15. The hirer / hirers shall during the hiring be responsible for:

- a) Taking all necessary measures to ensure that the permitted numbers of persons using the hired premises is not exceeded;
- b) The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Academy's policy of No Smoking on the Academy's premises;
- c) Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- d) Ensuring all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned through appropriate risk assessment
- e) Familiarising themselves with the fire-alarm positions, the locations of the fire-fighting equipment and the establishments exit routes
- f) Ascertaining the location of the nearest emergency telephone;
- g) The provision of a first aid kit
- h) Report any accidents that occur during the letting period to the Academy and provide any detail as requested to support any subsequent investigation
- i) Ensure no dogs (other than assistance dogs) are permitted onto the school site.

16. The hirer shall throughout the duration of the hire ensure

- a) No nails, tacks, screws or other similar objects are driven into any part of the hired premises, nor shall any placards decorations or other articles be fixed thereto

- b) No alterations or additions, either permanent or temporary to electrical installations on the hired premises may be made. Electrical apparatus must be switched off after use and plugs removed from sockets.  
*Failure to comply with these conditions may lead to additional charges*

17. The hirer shall at the end of the hiring be responsible for

- a) Ensuring the hired premises are vacated promptly and quietly;
- b) Ensure the hired premises are left in a safe and secure condition and in a clean and tidy state  
*Failure to comply with these conditions may lead to additional charges*

18. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Academy and pay for any damage thereto including accidental damage caused by any act of neglect of himself, his agents or any person on the hired premises by the reason of the use thereof by the hirer.

19. It is understood and agreed that the Academy does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires the hirer to discontinue that use immediately upon it becoming reasonable foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person in danger of suffering injury, loss or damage.

## **Insurance**

20. The Academy insures the Academy premises, however, it is the responsibility of the hirer to provide evidence of Public Liability Insurance of a minimum of £5 million to cover their activities.

21. Except insofar as the Unfair Contract Act 1977 (or statutory modifications or re-enactment often otherwise requires, the academy will not be responsible or liable in any way whatsoever or to any person whatsoever and whether or not there shall be any negligence by its servants or agents) in respect of:

- a) Any damage or loss of any property brought onto or left upon the hired premises either by the hirer or by any other person
- b) Any loss or injury which may be incurred by or done or happen to the hirer or any person resorting to the hired premises by reason to the use thereof by the hirer
- c) Any loss to breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;

And the hirer shall be responsible for and shall indemnify the Academy, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

## **Licences**

22. Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without the express consent of the academy having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for the hired premises and shall produce such Licence to the academy if called upon to do so.

23. The hirer shall be responsible for obtaining any necessary music, singing and dancing licence in connection with the proposed use of the hired premises and any Licence that may be required under the Theatres Act 1968 (or any statutory modification or re-enactment of it). If you include the playing of pre-recorded music you are required to provide a copy of the Phonographic Performance Licence to authorise the usage of pre recorded music before this letting can be approved.
24. No betting, gaming, lottery or gambling in any form shall take place on the hired premises without prior permission of the Academy.
25. No cinematic exhibition shall take place on the hired premises without the prior permission of the Academy. If given, such permission shall be subject to any additional conditions the Chief Fire Officer may impose.
26. The hirer shall indemnify the academy against any infringement of copyright which may occur during the hiring.

### **Parking**

27. The hirer may only park vehicles in designated places. The Academy is not liable for any damage to cars or property stolen whilst parked on the premises
28. The hirer or any other person must remove its vehicles from the premises promptly at the end of the letting
29. The hirer must provide adequate stewardship for controlling parking if necessary
30. The Academy reserves the right to exclude parking from the hire agreement and will make this clear on the booking form.

### **General**

31. The right of entry to the hired premises at any time during the hiring is reserved of officers and employees of the Academy
32. The Hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.
33. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.
34. The person who authorised the hiring may give any notices or take any action necessary under this hiring on behalf of the Academy.

**Appendix 2 – Application and Contract for Hire of Academy Premises**

**APPLICATION AND CONTRACT FOR HIRE OF ACADEMY PREMISES  
Details of Hirer**

Name of Organisation or Hirer: \_\_\_\_\_

Name of Responsible Officer: \_\_\_\_\_

Address of Hirer: \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

Position in Organisation: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Activity Taking Place: \_\_\_\_\_ Approx Number Attending: \_\_\_\_\_

**Facilities Required:**

Room/pitch Hire and other chargeable items	Date		Time		Charge per session £	Total Charge £	Invoice Frequency (i.e termly / in advance)
	From	To	From	To			
<b>Total</b>							

<b>Special Seating / Room Arrangements, if required</b> (NB: some arrangements may incur additional charges, please check)	<b>No. Tables:</b>	
	<b>No. Chairs:</b>	

For all lettings please tick the boxes to confirm the following:

- I have received a copy of the general terms & conditions of hire and I agree to abide by them
- I agree to pay all charges which may be due
- I attach a copy of my/our Public Liability Insurance

Does this letting include the supervision of children? **Yes/No (please circle)**

**If Yes:** please tick the boxes to confirm

- You are meeting the requirements of Keeping Children Safe In Out Of school Education
- You have supplied evidence of suitable DBS checks for the staff running the activity with the application form
- You have supplied a copy of your safeguarding/child protection policy

I can confirm that use of the premises will not include the playing of pre-recorded music: **YES / NO (Please circle)**

**NB:** If you have circled 'NO', under the terms of clause 23 of the lettings policy, you are required to provide a copy of the Phonographic Performance Licence to authorise the usage of pre-recorded music before this letting can be approved

Signature of Hirer \_\_\_\_\_ Date \_\_\_\_\_

Letting agreed on behalf of the academy by:

Name \_\_\_\_\_ Designation \_\_\_\_\_ Date \_\_\_\_\_

Emergency Academy Contact during letting period: \_\_\_\_\_

This letting includes the ability to park on the school site **YES/NO (please confirm)**

Details of local rules and regulations issued by the Academy:

### Scale of charges – Lettings policy

Each Academy is responsible for setting its scale of charges and publishing it on its website.  
These must be reviewed annually.

**Key:**

**Statutory Users – Category A. Designated Users – Category B. Private Users – Category C.**

There is a minimum hire period of **X** hours.

Item  Please include the rental charge for each facility	Normal Hours 7am – 6pm term time only			Outside Normal Hours & Weekends			Bank Holiday or before 7am & after 10pm		
	£			£			£		
	A	B	C	A	B	C	A	B	C
Category of user									
Rental Charge*– i.e Hall <b>per hour</b>	0	0	X*	0	0	X*	0	X	X*
Rental Charge*– i.e Sports Pitch <b>per hour</b>	0	0	X*	0	0	X*	0	X	X*
Rental Charge*– XX <b>per hour</b>	0	0	X*	0	0	X*	0	X	X*
Rental Charge*– XX <b>per hour</b>	0	0	X*	0	0	X*	0	X	X*
Opening & Closing of premises only	0	0	0	X	X	X	X	X	X
Additional Caretaking charges. (setting up/clearing down, presence on site) – <b>per hour</b>	0	0	X	X	X	X	X	X	X
Heating & Lighting Water – <b>per hour</b>	0	X	X	X	X	X	X	X	X
Contribution to Cleaning costs <b>if applicable</b>	0	X	X	X	X	X	X	X	X
Admin, wear & tear - <b>charged as a percentage of above costs</b>	0	10%	10%	10%	10%	10%	10%	10%	10%
Other Equipment - IT									

\*this fee may be waived in the case of community charitable users.