



Lettings Policy

Date:	April 2024
Last reviewed on:	April 2024
Next review due by:	April 2025
Source/Owner:	Director of Operations

Definition of a Letting

A letting may be defined as 'any use of the school premises by either a community group or as a commercial organisation' regardless of whether a fee is charged. It must not interfere with the primary activity of the school.

Applying to use the school

All requests to use the school premises should be made to the Head and the Letting Agreement (Appendix A) should be filled in at least 21 days before the event.

The Director of Operations (DoO) will resolve any conflicting requests for the use of the premises, with school functions always receiving priority. The DoO is responsible for the management of lettings, but the Headteacher retains overall responsibility.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

If the DoO has any concern about the appropriateness of a particular request for a letting, he/she will consult the Head. The Head has the right to refuse an application and 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 confirmed in writing.

Letting Agreement

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the Terms and Conditions and the Letting Agreement (Appendix A).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address. The named individual applying to hire the premises will be invoiced for the cost of the letting. The School may request a deposit at the time of booking based on the size and purpose of the event.

Further conditions;

- The hirer may bring on to the premises all equipment necessary for the event provided that while it is on the premises all such equipment shall be at the risk of the hirer and the School shall not be liable for any damage or injury to such equipment or for any injury, loss or damage arising from the hirer's use of the equipment to any person lawfully using the premises.

The hirer further agrees as follows;

- to pay the School on the dates specified by the School at the time of booking.
- to be responsible for the health and safety of all site users in the hirer's charge, and the adoption of safe procedures as required by the School's Health and Safety Policy, which is accessible on the school's website, or on request from the school office, and with which the hirer is required to be familiar.
- not to use the Premises for any purpose other than for the Event specified in the Lettings Agreement at Appendix A.
- to manage and conduct the Event so as to preserve the good reputation of the School and so that nothing shall be done, permitted or omitted contrary to any provision made by or under any statute or bye-law for the time being in force.

- to remove from the Event any person who in the opinion of the School is not suitable to remain on the school premises.
- not to hold itself out as or permit others to believe that it is an agent, partner or associated body of the School.
- to make good, at its own expense, any damage or injury or loss whether caused by the negligence of the hirer its servants or agents clients or caterers or otherwise to the Premises or to any property of the School or to its servants or agents or anyone upon the Premises with the express or implied consent of the School or arising from this Agreement providing that the hirer shall not be liable for any damage or loss where the same results from ordinary wear or tear or death or personal injury resulting from the negligence of the School.
- to inspect the Premises immediately prior to the Specified Period in order to satisfy itself of the condition of the premises and to notify the School in writing of any reservations it may have.
- to take out a policy of insurance with a reputable insurer against all liabilities in respect of any damage or injury or loss which may be suffered during the Event (other than due to the negligence of the School) and to provide evidence of the policy and a receipt of premium to the School prior to the Specified Period. A minimum limit of indemnity of £10,000,000 is required. Please provide copies.
- not to make any alterations or additions to the Premises or remove from the Premises any furniture, equipment or other property of the School or its servants or its agents.
- not to make use of any of the School property other than that property which is necessary to use for the purposes of the Event.
- not to use any furniture, equipment or other property of the School other than for the normal use of that furniture, equipment or property.
- to provide for an adequate number of suitable trained/experienced/ qualified staff under appropriate supervision and direction relevant to the demands of the Event and the numbers participating and in attendance.
- the whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.
- to provide all portable equipment.
- to provide adequate fire drill instructions and procedures to all those attending the Event, and to comply with the School's Fire and Emergency Evacuation procedures, a copy of which can be obtained from the School office on request.
- to ensure the smooth running of the Event with no interference to maintenance work or any other activities of the School on the premises.
- to leave the premises in the same condition of cleanliness and tidiness as on the date immediately prior to arrival.
- to leave the lawns and playing fields in substantially the same condition as on the date immediately prior to arrival and in particular not to allow any activities or equipment thereon which may damage or remove the topsoil.

The School further agrees with the hirer as follows:

- (a) to manage, conduct, maintain and keep the Premises in good order and repair and to take reasonable steps to ensure that nothing shall be done or permitted to be done on the Premises or in relation to the facilities which shall interfere with the running by the hirer of the Event.
- (b) to co-operate with the hirer for the proper arrangement and conduct of activities in suitable areas to be agreed with the hirer as appropriate for the particular activities advertised in the hirer's current brochure and to permit the hirer to conduct and arrange all activities specified in their brochure as available at the premises.
- (c) to be responsible for the insurance of the Premises against fire and all other risks normally covered by the School during the term and notify its insurers of the presence of the Event.

Hirers will also send us hard copies of their risk assessments, method statement and a letter from their insurers confirming they are covered in this current situation along with an up to date certificate if insurance.

Termination of Letting Agreement

The Trust has the immediate power to terminate any letting agreement relating to the hire of the school premises.

SIGNED by and on behalf of (THE HIRER)

SIGNED by and on behalf of (THE SCHOOL)

.....

.....

Role: _____

Role: _____

Date: _____

Date: _____

Appendix 1

Lettings Agreement

1 copy to be kept in lettings file and 1 copy to be given to Hirer.

Name of Hirer (main contact person):					
Name of Hirer's Organisation: (if applicable)					
Hirer/Organisation Address:					
Contact Number: (named Hirer)		Email Address: (named Hirer)			
Purpose of Hire:					
Facility/Facilities Required:					
Total Number Attending:		No. of Adults:		No. of Children:	
Single Booking Date:		Start Time:		End Time:	
Block Booking days/frequency:		Start Time:		End Time:	
Block Booking Start date:		Block Booking End date:			
DBS checks completed: (where applicable)	In date? By Whom?				
Safeguarding Policy and Procedures in place?	Please provided copies of relevant information:				
Relevant qualification of supervising adults:					
Insurance cover in place (copy please):					
Risk assessment been completed?					
Equipment Required from the Academy:					
Equipment provided by the Hirer:					
Any other relevant information:					
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 & Conditions for details).					Yes / No
The Hirer confirms that arrangements are in place with reference to First Aid (including Covid compliance) and they have understood the fire and emergency evacuation procedures (see Terms & Conditions for details).					Yes / No
The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for details).					Yes / No
I have read, accepted, and signed the Terms and Conditions of Hire and I confirm that I am over the age of 18. Booking times include set up and clear up time.					
Signed (Hirer):		Dated:			
You will be sent confirmation of whether this booking has been accepted or rejected by email. No letting will be regarded as booked until the confirmation has been sent.					

This form should be emailed to Director of Operations - If posting, please send FAO Director of Operations

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.

Academy Use Only:	
Application status: Accepted / Denied	Deposit required: Yes / No
Additional Notes:	
Signed:	Date:

Appendix 2

Lettings Indemnity Form

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number: _____

Expiry Date: _____

Name and Address of Insurance Company:

Indemnity Limit: _____

Signature: _____

Date: _____

DECLARATION (Please read before signing)

I have received a copy of the Lettings Terms and Conditions and agree to be bound by them. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature: _____

Date of application: _____

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss

Appendix 3

Scale of Charges Schedule

West Sussex

	Primary
Fixed charge per session per site	£37.50
Heating supplement per session per site	£15.10

Hall/Gym charge per hour	£15.00
Room Charge per hour	£15.00
Holiday club daily rate	£100 per day
Playing Field/Football pitch (per pitch)	£15.00
Football line marking	£30.00
Cleaning supplement (toilet facilities)	£20.00

These charges will apply to West Sussex education services using school sites and facilities.

Please note that the definition of a session is a morning, an afternoon or an evening. For morning and afternoon sessions during the school day, education services would not normally be charged for heating and opening and closing charges since such costs are already publicly funded through the school budget share. The Music Education Hub provides instrumental tuition for pupils during the school day and will not be charged for the use of premises during the school day but can be charged the standard charge for use of premises out of school hours.

A service level agreement between regular local authority service users of school premises and schools will set out the level and quality of service that is covered by the standard charge and arrangements to meet any costs that fall outside the standard charge structure.

ELECTION CHARGES

Scale of Charges for the Electoral Use of School Premises 2022/2023

The Scale of Charges for Electoral Use of School Premises effective from 1 September 2023 is detailed below. School premises are publicly funded so schools can only charge the additional costs of caretaking and utilities.

1.

Estimated cost of caretaking £25.80 plus an additional £8.80 if polling continues after 10.00 p.m.

Plus

2.

For one polling station on the site, an additional payment of £4.60 for the cost of caretaking and £12.10 in respect of the school's expenses;

Or

3.

For two or more polling stations on the site, (a) an additional payment of £9.10 for the cost of caretaking, and (b) £12.10 per station in respect of the school's expenses.

Surrey

Burstow Primary School

Room/Area	Period	Community	Commercial	VAT (if payable)
Classroom	Hourly	£15	£	20%
Field/Playground	Hourly	£20	£	20%
Field (Regular use by another school)	Hourly	£25	£	20%
Hall	Hourly	£20	£	20%

Sandcross Primary School

Room/Area	Period	Community	Commercial	VAT (if payable)
Hall	Hourly	£25	£	20%
Studio	Hourly	£20	£	20%
Sports Field	Hourly	£25	£	20%

Additional Charges: May be made at the discretion of the Trust if any of the following apply:

- booking that start or finish outside normal Academy operating hours
- an increase in charges (e.g. to cover the cost of heating, unlocking and locking etc)
- premises / facility hired is left in an untidy or disordered manner
- premises / facility requires repair following the hire period

This list is not exclusive in terms of the Trust making an additional charge.

See **Terms and Conditions** for more detail.

Sports Bookings: Certain sports bookings may be exempt VAT payable in accordance with the current VAT regulations. See **VAT** information in **Trust Lettings Policy**.

Discount: For certain Hirers a discount may be applied to the listed prices if the majority of beneficiaries / attendees are children who attend the Academy or another Academy within the Trust. This is at the discretion of the Trust CFO and should be discussed at the time of booking.