



**Marish**  
Academy Trust



# LETTINGS POLICY

# **Lettings Policy**

## **1. The Purpose**

The purpose of this document is to set out the procedures for hiring school premises. It is the policy of this school to welcome members of the local community into the school on a commercial basis.

The school halls, football pitch, netball court, (no changing rooms available) with car parking facilities will be available for lettings within the community for clubs, meeting or events which will be of benefit to the local residents. The Governing Body may consider any classrooms not currently in use for letting, subject to agreement.

Lettings are occasions when employees of the school are not organising the event. These functions could include Guides, Brownies, other Youth and Community Lettings, Keep fit classes, Yoga, Special events etc.

Special lettings at the discretion of the Leadership team will be considered eg after school clubs for children.

## **2. Terms and Conditions**

To ensure the best interests of the hirer and the Academy Trust, certain terms and conditions will apply as follows:

The approval of Executive Headteacher will be required and either school reserves the right to refuse any lettings without explanation or appeal. Access will be restricted to areas specified in the hire agreement.

The caretaker will either be on site or available to be called to the site on a telephone number..

School use will take priority. The school premises will not be let for functions where a Public Entertainment Licence is required.

The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.

All hirers must provide a copy of their Insurance Certificates, Employees Liability and Public Liability.

- All persons hiring the school premise will be expected to comply with the relevant health and safety procedures, as stated in the terms and conditions.
- A non-smoking policy prohibits smoking in both school buildings and sites.

- Under no circumstances should cars be parked on footpaths or grassed areas.
- The hirer is advised that they must ensure that they have access to a mobile phone at all times during the period of hire and that this number is available to the caretaker

### **3. Types of Lettings**

The community/commercial rates are decided at the Executive Headteacher's discretion in consultation with the Trust Directors. Rates will be reviewed annually.

### **4. Times**

Lettings will finish by 10pm.

### **5. Scale of Charges**

- Charges may be reduced or waived for special lettings, arranged at the discretion of the Executive Headteacher. This will depend upon whether the letting is seen as a community service letting, a commercial letting or an after-school club letting (see section 1 paragraph 4).
- Hirers are required to submit their Insurance form (to be supplied by the hirer, photocopied and kept in school) and our Letting Agreement
- Charges are reviewed annually.
- The hire of the outside grounds will be decided on a case by case basis.

### **6. Application to Hire**

- The hirer is deemed to be the person or persons named on the Hire Agreement and they or a responsible deputy will be present for the duration of the let.
- Hirers are requested to vacate the premises promptly as stated on the hiring agreement. The premises will be locked at the maximum of 15 minutes after this time. Delay in vacating the premises may result in an additional charge.
- School equipment is only available where detailed on the hire agreement form and by arrangement with the school prior to hiring. All school equipment will conform to current safety legislation eg. PE equipment will have been inspected and certified; any portable electrical equipment will have been checked and labelled.
- The caretaker, in addition will make a visual check of equipment that is to be used eg. the robustness of chairs, wheels on piano, before it is used.
- Damage to equipment may result in a charge to the hirer.
- Any equipment brought in for use by the hirer needs to be safe. It is the hirer's responsibility to ensure this and where necessary the hirer must have available appropriate documentation to prove this.
- The hirer is responsible for bringing their own first aid equipment and ensuring that reasonable steps are taken to ensure the safety of themselves and other users for the duration of the hire.

- Any accidents or incidents occurring during the let must be recorded and reported to the school caretaker on the day of the let. This will be recorded in the accident book.
- It is not the usual policy of the Trust to hire out the kitchen in either of our schools. Where the kitchen is hired out, with the agreement of the school catering contractor, a competent member of the school catering staff must be present to supervise. The hirer will be charged for this member of staff.

## Governing Body Approval

This policy is reviewed by the school staff and ratified by the Governing Body

Version	Approved	Next review	Comments
1.0	30 <sup>th</sup> May 2010	May 2012	
2.0	30 <sup>th</sup> May 2012	May 2014	
3.0	16 <sup>th</sup> June 2014	May 2016	
3.01	13 <sup>th</sup> June 2016	May 2018	
3.02			New logo added

**MARISH ACADEMY TRUST**

**AGREEMENT FOR THE HIRE / LETTING OF SCHOOL ACCOMODATION,  
EQUIPMENT AND ASSOCIATED SERVICES.**

IN CONSIDERATION OF MARISH PRIMARY SCHOOL OR WILLOW PRIMARY SCHOOL ( DELETE AS  
APPLICABLE) GOVERNING BODY AGREEING TO LET ME

NAME.....

ADDRESS

.....

.....POSTCODE.....

TELEPHONE NO.....

OCCUPATION.....

the following accommodation (state your requirements/rooms/hall/accommodation/etc.)

.....

Plus

(where applicable) any additional equipment (e.g. School Piano/Radio/T.V/Shower facilities etc,  
please specify)

.....

FOR THE PURPOSE OF (state purpose of letting)

.....

ON (insert date(s)).....

FROM (insert times) ..... to .....IN ACCORDANCE  
WITH THE TRUST'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF  
CHARGES (Attach documentation plus any special charges relating to the specific letting).

I HEREBY AGREE:

1. to hire and use the said accommodation / equipment in accordance with the Trust's lettings policy and conditions and charges which I confirm that I have seen and read,
2. that the Trust governing body may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the school's charges on demand,
3. that I have read, understood and shall observe and fulfil all the following conditions and:
  - a) I am at least 18 years of age
  - b) I agree that all requirements relevant to the letting will be complied with including

obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.

c) Twenty one days' notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge.

d) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.

e) I will ensure that a responsible person, taking into account the age and number of people for which the premises is being hired, will be present on the premises at all times during the period for the letting.

f) I accept full responsibility for the damages to or theft of the school's property occurring during the period for which premises are hired, or arising as a result of the letting.

g) Any cleaning undertaken which, in the opinion of the officers of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.

h) The Trust governing body accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left on the premises during the letting.

i) I agree that no school equipment will be used without the prior approval of the Headteacher of the school or school's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel

j) Where I use my own electrical equipment I will ensure that such electrical equipment has been tested and is safe to use.

k) I understand that the Trust governing body does not warrant that my own electrical equipment will be suitable to connect to the power supply provided, and that the governing body cannot accept any liability whatsoever in respect of all or any loss or damage to electrical equipment as a result of its use on school premises.

l) I accept that throughout the letting we must ensure we have access to a working mobile phone and we must familiarise ourselves with the position of escape routes and fire alarm points as necessary. Notices regarding the procedures in relation to action in the event of the fire will also be studied and the information passed on by me to the users and any other person concerned.

m) Highly flammable substances must not be brought on to the premises

n) I shall indemnify the school against all claims, costs, demands, expenses, actions arising from the use of the premises apart from claims and actions arising through the negligence of the school or its governing body its servants or agents,

o) I further agree to effect Third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-

i) Accidental bodily injury including death to third parties and further in respect of damage to their property - not less than £2 million

ii) Accidental damage caused by fire to the premises on hire - not less than £1 million

iii) Accidental damage caused to the premises on hire other than fire £10,000

p) In accordance with Paragraph 1, I agree to pay an additional insurance premium of 10.5% (*subject to a minimum of £5.00*) of the hire charge in respect of the above insurance conditions, unless I can demonstrate that any own insurance cover satisfies the specified conditions. Where this charge is levied, the hirer should note that there is a £50 excess in respect of paragraph o (iii) hereof.

q) I agree that the premises will not be used for any other purpose other than that described in the hiring agreement and the premises are not to be sub hired or used for any unlawful purpose or in any unlawful way.

r) The Governing Body have the right to cancel the booking at its discretion. In such event the school governing body will give as much notice as possible and will return any money already paid but will not be liable to pay any compensation in consequence of such cancellation if the cancellation is due to any of the following reasons

- The premises, grounds or equipment are required for civil purposes
- An act of God, accident or emergency renders the hired premises unavailable
- In the event of civil disorder

s) The school governing body reserve the right to refuse to enter into a hire agreement if it is not satisfied as to the purpose for which the premises are being hired.

Nothing contained in this license shall be deemed to create the relationship of landlord and tenant.

AUTHORISED

SIGNATORY.....Date.....

(the Hirer)

FULL NAME IN BLOCK

CAPITALS.....

POSITION.....

WITNESSED

BY.....Date.....

(Signature)

FULL NAME OF WITNESS IN BLOCK

CAPITALS.....

ADDRESS OF WITNESS.....

..... POSTCODE.....

OCCUPATION .....'

***The Trust reserves the right to terminate this agreement by giving six (6) weeks notice in writing or immediately if any condition of this agreement is breached.***



## Appendix 2

### An Example of a Scale of Charges statement

#### **Lettings: Scale of Charges**

For: Martial Arts Club

Facility Hired: School Main Hall, Marish

Time of Hire: 16:45hrs to 20:45hrs

Days of Hire: Tuesday and Thursday of each week excluding the usual public holiday periods

Dates of Hire: For an initial period of 4 weeks commencing 17<sup>th</sup> April 2012 during which either party may cancel this agreement, thereafter this agreement will run on an annual basis.

Provisions: The school reserves the right to first use of the facility (the school main hall) in the event that the school requires use of the hall for a specified school activity. The school will give a minimum of seven (7) days notice of such activity and if possible will offer an alternative school based venue.

Hire Charge: £££ per hour subject to the hirer providing an instructor to run the school's own after school 'Children's University' Martial Arts club at no cost to the school.

Payment: Monthly in advance prompt on receipt of invoice.