

Author	Bob Stacey	Target group	All employees, consultants and volunteers
Issued	September 2019		
Approved by	Education Executive Team	Next review	September 2021

## Lettings Policy

### Introduction

The Board of Trustees of Anthem recognises that the primary purpose of school premises is to provide accommodation for the teaching, learning and welfare of its students. The requirements of the school will therefore always take precedence over external hiring; however, when not required by the school, the Trust is willing to hire out the school premises, as they:

- represent a significant capital investment and therefore should be used as far as possible
- can provide a valuable resource to the community which the school serves
- can be a potential source of income.

In adopting this policy, the Trust supports the schools' development plan and their current priorities and targets. The Trust also recognises that the hiring out of school premises will always be an incidental part of the schools' aims.

All Anthem schools will operate a fair lettings policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability.

### Scope and publication

The Board of Trustees has delegated the task of reviewing (and proposing for amendment if necessary) this policy every two years in order to assess its implementation and effectiveness to the Local Governing Body of each school.

The policy will be implemented by all Anthem schools. Distribution of the policy is to:

- all employees
- prospective hirers, on request.

This policy is available on request and can be made available in large print or other accessible formats if required.

### Basis for charging

In arriving at rates for lettings, the Trust has agreed the following principles:

- The school should not, except in exceptional circumstances, subsidise the letting of its premises to third parties.
- The overall cost of letting school facilities must be recovered from users.
- That private users will be charged at cost plus a margin.
- That VAT at the prevailing rate, if chargeable, will be payable in addition to the charges on the Card of Rates.

On the recommendation of the Business Manager, the Local Governing Body will, on an annual basis, approve a Card of Rates setting out the charges for different areas of the premises for different users and including any discounts ("Card of Rates"). In case either the organisation or the area of the premises is not sufficiently clear from the Card of Rates, the Business Manager will determine which rate is applicable to any particular individual or organisation/area of the premises.

## **Additional charges and deposits**

The Trust reserves the right to charge a premium over and above the rates in the Card of Rates if the school/Trust will incur additional costs before, during or after the actual letting.

The Trust requires the payment of a refundable deposit (over and above the charge) as security against damage to the premises (including any equipment) or against the premises being left in an unacceptable condition requiring the school to incur additional cost, e.g. for cleaning, caretaking or other expenses or against any non-payment of relevant charges under this policy.

## **VAT**

As a general rule, if the letting makes use of a school sports facility e.g. gymnasium, hall or playing fields, then VAT will be chargeable. However, if certain conditions are met then the letting may be exempt from VAT e.g. sole use for more than 24 hours or a series of ten or more bookings are made and paid for at one time.

Lettings of meeting rooms or classrooms are generally VAT exempt.

## **Cancellations**

The Trust will seek to recover any cost incurred by the school which is unavoidable and results directly from the cancellation of a letting. Details of the charges are shown in the Card of Rates.

## **Administration of premises hiring**

All schools are responsible for the administration of their premises hiring.

## **Record keeping**

All hiring of the school's premises, including those for which no charge is made, shall be properly documented and all hirers must sign a School Letting Contract, which includes a copy of the conditions of hire. The School Letting Contract is an enforceable contract.

All schools must create and retain an up-to-date record of all lettings held at the school that will include the name and contact details of the hirer and the value of the lettings agreed.

## **School Letting Contract and Conditions of Hire**

No member of staff of a school, except for the Headteacher or Business Manager, is permitted to vary the School Letting Contract including the Conditions of Hire under which the school's premises are hired out or to deviate from the school's Card of Rates.

## **Time of payment**

Payment of the charges at the time of booking is expected and must in any case be paid at least three days before the event/hiring takes place.

## Credit facilities

The Trust will allow the extension of credit to organisations and individuals where they are satisfied that these are creditworthy. However, the Trust reserves the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an invoice will be issued.

## Security

The Trust will not normally insist upon continuous caretaking presence. However, it does reserve the right to insist upon caretaking presence where the nature of the hiring may leave the school vulnerable to theft or damage.

## Template School Lettings Contract

(Please use BLOCK CAPITALS)

<b>Name of school</b>						
<b>Name of Hirer (the nominated organiser)</b>						
<b>Address of Hirer</b>						
<b>Contact number(s)</b>						
<b>Email address</b>						
<b>Purpose of hire</b>						
<b>Attendees</b>	Total No.		No. adults		No. children	
<b>Single booking</b>	Date of booking		Start time		End time	
<b>Block bookings</b>	Frequency/days					
	Start date				Start time	
	End date				End time	
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>						
<b>Hire fee</b>						
<b>Deposit</b>						
<b>Facility required</b>	<input type="checkbox"/> Dining Hall			<input type="checkbox"/> Assembly Hall		
	<input type="checkbox"/> Conference Room			<input type="checkbox"/> Astro Turf		
<b>Equipment required</b>						
<b>Other arrangements</b>						

<p><i>The Trust does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met, and the facilities are fit for purpose.</i></p>		
<p><b>Will refreshments be served?</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Will alcohol be consumed?</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>If yes, will the alcohol be served or sold?</b></p>	<input type="checkbox"/> Served	<input type="checkbox"/> Sold
<p><i>If permitted by The Trust, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i></p>		
<p>I have read and accept the Conditions of Hire and I confirm that I am over the age of 18.</p> <p>Signed (Hirer):</p> <p>Full name:</p> <p>Date:</p> <p><i>You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full and the School Lettings Contract has been signed by the Hirer and the School.</i></p>		
<p><b>Please return the form to:</b></p>		
<p>(School use only)</p> <p>This application for letting is: ACCEPTED/REJECTED</p> <p>Signed:</p> <p>Position:</p> <p>Date:</p>		
<p>Evidence of own insurance cover supplied and approved</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Does the letting involve working with children/young people</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>If yes, has the school followed their safeguarding procedures</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Conditions of Hire

### 1. Acceptance of conditions

The hiring of accommodation in the school is permitted only on the conditions set out below. The Trust reserves the right not to let the school premises.

### 2. Nominated organiser

The hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure that the prescribed conditions of hire are met. This person must be identified and must make her/himself known to the Headteacher/Business Manager or his/her representative at the start of the hiring.

### 3. Areas hired

The hirer must ensure that only the areas agreed with the school at the time of hire are used.

### 4. Behaviour and supervision

Children must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those using the school. Noise must be kept at a reasonable level, as determined by the school's on-site staff, at all times.

### 5. Periods of hire

The hirer must ensure that the period of actual hire does not exceed the times set out in the School Lettings Contract. Failure to keep to the designated hours may result in a proportion of a refundable deposit being forfeited, the amount to be determined by the school not acting unreasonably.

### 6. Numbers

The numbers of people using the school premises at any one time must not exceed the numbers indicated on the booking form and in the School Lettings Contract. Failure to comply with this condition may result in the immediate termination of the hiring by the school without refund.

### 7. Cleaning

The hirer must leave the areas used, including the school grounds, in a good state of cleanliness. Failure to do so may result in a proportion of the refundable deposit being forfeited, the amount to be determined by the school.

### 8. Health and safety

The health and safety features of the school, such as evacuation routes, will be indicated by on-site staff at the time of hire. The hirer must not interfere with, or misuse, any property of the school which is provided in the interests of health, safety or welfare. Hirers have a responsibility to ensure that all activities are safe and to safeguard their participants from avoidable harm.

### 9. Fire

The hirer will be made aware of the school's fire evacuation procedures relating to the area hired. All fire exits must be kept absolutely clear during the hiring.

## **10. DBS checks**

Hirers must ensure that DBS checks are in place in accordance with current safeguarding legislation and the school's Child Protection and Safeguarding Policy. The school will seek written assurance that the hirer has appropriate policies and procedures in place in relation to safeguarding children.

## **11. Anti-radicalisation**

If any agreement is made to allow non-school groups or organisations to use the premises, appropriate checks will be made before agreeing the contract. Usage will be monitored and in the event of any behaviour not in-keeping with the Tackling Extremism and Radicalisation Policy, the Trust may contact the police and terminate the contract.

## **12. School equipment, fabric and fittings**

No use may be made of school equipment, such as pianos, without the prior agreement of the school, such equipment being listed in the School Lettings Contract. The hirer must not otherwise interfere with the fabric, fittings or contents of the school premises in any way.

## **13. Hire of extra facilities**

The provision of additional facilities such as OHPs, TV, video, interactive whiteboards etc, must be agreed at the time of booking.

## **14. Hirer's property**

Permission should be obtained from the school in advance if the hirer wants to bring electrical and other items equipment into the property. Hirers may not bring equipment or articles of a flammable, explosive or dangerous nature onto the school premises.

The school cannot accept any liability for the Hirer's or their guest's property on the premises at any time during the hire. This includes vehicles and their contents parked at the premises.

## **15. Right of access**

The Trust and its agents reserve the right of access to the premises during the hiring.

Any keys or access codes, issued to the hirer by the school, are to be used exclusively by the hirer and must not be copied or shared with any third party, and must be returned to the school immediately at the end of the period of hire.

## **16. Deposits**

The Trust requires the payment of a refundable deposit (over and above the charge) as security against damage to the premises (including any equipment) or against the premises being left in an unacceptable condition requiring the school to incur additional cost, e.g. for cleaning, caretaking or other expenses or against any non-payment of relevant charges under this policy.

## **17. Payment of charges**

The refundable deposit and the hire charge must be paid at least three days before the date of the hiring, otherwise the accommodation will not be regarded as being agreed.

## 18. Insurance

The school may require the hirer to have insurance to provide cover for the hirer in the event of a claim for damage to property or injury is made against the hirer from a third party. This will be down to the school's discretion and will be agreed with the hirer prior to the confirmation of the booking.

## 19. Own risk

It is the hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.

## 20. Accident or injury

- The hirer must report any injuries to the on-site staff so that the necessary first aid, medical and reporting procedures can be initiated.
- The hirer must comply fully with instructions from the school's on-site staff and/or the emergency services.
- Any spillages or other accidents must be notified to the on-site staff as soon as possible.
- The Trust does not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the school premises during the period of the hiring.

## 21. Food

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

## 22. Alcohol

Alcohol may not be sold or served without the written agreement of the Trust. If permission is given and the school does not already hold an Alcohol Licence, then alcohol may not be sold on the premises without a magistrate's licence. It is the responsibility of the hirer to obtain and show the licence to the Headteacher/Business Manager in advance of the hiring.

## 23. Sale of goods

The hirer shall, if selling goods on the premises, comply with the Fair-Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total price of all goods and services are prominently displayed, as shall be the organiser's name and address.

## 24. Animals

The hirer shall ensure that no animals (including birds) except for guide dogs are brought into the premises unless otherwise agreed with the Trust.

## 25. Musical works and copyright

No musical works in the repertoire of the Performing Rights Society may be performed in public in the Property unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.

## 26. Public entertainment

Film, musical, dancing (including disco), and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the hirer's responsibility to obtain an Occasional Licence as required.

## 27. Indemnity

The hirer indemnifies the Trust and the school from and against any liability, damages, loss, costs, charges and expenses incurred by the school as a result of any breach by the hirer of these terms & conditions.

## 28. Late payment

The Trust reserves the right to charge a late payment penalty. If any payment is not paid when due, the hirer agrees to pay a late payment fee equal to five percent (5%) of the payment amount then due which will be deducted from the hirer's deposit.

## 29. Warranties and undertakings

The Trust agree, warrant and undertake that:

- We are fully empowered and authorised to grant the rights granted in this agreement and we are free to enter into this agreement without having to obtain additional consent from any third party.
- That we have advised you of any defects or dangers that we are aware in relation to the hiring.
- We will not make any disclosure or supply any information or photographs or any other material whatsoever to the public or third party (other than as required by law, safeguarding guidance or as agreed otherwise in writing with you) relating to this agreement or your activities hereunder.

This agreement is subject to the Conditions of Hire which we have made available to you.

This agreement is governed by and shall be construed in accordance with English Law.