

# Lettings Policy

## VERSION CONTROL SHEET

**POLICY NAME:** Lettings Policy

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Document date	Filename	Meeting submitted	Summary of changes required
Feb 2014		FGC	
Nov 2016		Finance committee	Updated to reflect academy status
Feb 2018		LGB	Fees updated
Oct 2019		Nov LGB	Reviewed and updated
March 2021		LGB	Reviewed – no changes

The Governing Body is responsible for ensuring that the Academy has effective policies and procedures for safeguarding children and young people (S.175 Education Act 2002). Where Academy premises are let to other organisations, and children/young people participate in the business/service of the hirer (i.e., they are on site during the specified times of hiring), the Governing Body will seek written assurance that the hirer has appropriate policies and procedures in place with regard to safeguarding children and child protection.

Most importantly in these circumstances, the Governing Body will require written assurance from the hirer that all those engaged by the hirer (i.e., staff and/or helpers) to supervise children or regularly work with them in any other capacity, have been vetted through the DBS process, within the last 3 years, and are deemed suitable for the role. Where these written assurances have been given and the Governing Body is made aware that the said arrangements are not in place, the Governing Body reserves the right to terminate the contract with immediate effect and without any financial liability falling to the Academy. Similarly, the Governing Body reserves the right to see the hirer's policies/procedures regarding safeguarding and child protection where they deem it necessary.

### **The Administrative Process**

Organisations seeking to hire the Academy premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. An initial request letter should be completed at this stage. The Governing Body 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 formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the Academy. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. The Academy may wish to seek payment in advance in order to reduce any possible bad debts.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the Academy will be paid into the Academy's bank account, in order to offset the costs of services, staffing etc. (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

## **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the Academy and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the Academy's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DfE guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the Academy's pupils (for example, at an after-school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

## **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to Academy functions.

## **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

## **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

## **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and -where applicable -the Hirer must adhere to the correct adult/pupil ratios at all times.

## **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

## **Damage, Loss, or Injury**

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

## **Insurance for One-off Lettings**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

The Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **Academy Equipment**

This can only be used if requested on the initial application letter and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of Academy equipment they are using, and for the equipment's safe and appropriate use.

## **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the Academy site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

## **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

## **Toilet Facilities**

Access to the Academy's toilet facilities is included as part of the hire arrangements.

## **First Aid Facilities**

There is no legal requirement for the Academy to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Academy's resources is not available.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided.

## **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

## **Smoking**

The whole of the Academy premises is a non-smoking area, and smoking is not permitted.

## **Heels and Shoes**

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy against all sums of money which the Academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## **Sub-letting**

The Hirer shall not sub-let the premises to another person.

## **Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

## **Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the Academy.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

## **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the Academy by the nearest exit and assemble on the Multi Use Games Area (MUGA). The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the Academy office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

## **Lettings Procedure**

### **SCALE OF CHARGES**

Hire of Meeting Room/Classroom:	£10.00 per hour*
Hire of Academy Hall:	£25.00 per hour*
Hire of Field/Pitch:	£15.00 per hour*
Hire of MUGA	£15.00 per hour*
Hire of Restaurant	£10.00 per hour*
Hire of Kitchen	£15.00 per hour*
Hire of MAC/Reception	£10.00 per hour*

\*The Academy may, at their discretion, waiver or reduce the charge for hiring when the use is deemed to directly support the needs of the Academy's pupils.



Mayflower Community Academy  
Hire Agreement

<b>Between:</b>	The Governing Body of Mayflower Community Academy
<b>And The Hirer (Name):</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email Address:</b>	
<b>Area/s of the Academy to be Used:</b>	
<b>Specific Nature of Use:</b>	
<b>Maximum Attendance:</b>	
<b>Details of any Academy Equipment to be Used:</b>	
<b>Date/s of Hire:</b>	
<b>Period/s of Hire:</b>	
<b>Fee (specify per hour/per session/flat fee):</b>	

The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures: ..... (The Hirer)

..... (On behalf of the Governing Body)



Mayflower Community Academy  
Letting – Initial Request Form

Name of Applicant:			
Address:			
Telephone Number:			
Email Address:			
Name of Organisation:			
Activity of Organisation:			
Details of Premises Requested (e.g. Hall, Playground, Football Pitch etc.):			
Day of Week Requested:			
Second Choice:		Third Choice:	
Start Time (please allow time for your preparation):			
Finish Time (please allow time for your clearing up):			
Dates Required:			
Use of Academy Equipment (please specify):			
Details of Electrical Equipment to be brought:			
Maximum Number of Participants:			
Age Range of Participants:			
Number of Supervising Adults:			
Relevant Qualifications of Supervising Adults (please continue overleaf if required):			
Have DBS checks been carried out?			
DBS certificate numbers (please continue overleaf if required):			



Dates during the year when the premises will be unavailable due to Academy use or closure will be issued at the beginning of the academic 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.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to first aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

**Any other relevant information:**

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: .....

Date: .....



Mayflower Community Academy  
Lettings Checklist

If you are hiring the Academy building, checks need to be made to ensure the organisation hiring the facilities has the correct insurance and the correct documentation has been sent to the hirer and kept on the Academy records.

If you are doing a let please follow this process:

	Completed
Academy Letting - Initial Request Form has been completed.	
Hire Agreement Form has been completed.	
A copy of the completed hire agreement has been given/sent to the Hirer with a copy of the Terms and Conditions for the Hire of the Academy Premises	
A copy of insurance certificate has been obtained ensuring they have sufficient public liability cover of £2m and valid at the time of the letting	
Details of relevant DBS certificate/s have been obtained	

If you are letting an Academy sporting facilities area which is specifically for a sporting purpose i.e., sports hall, then VAT needs to be added.

If you are doing a let for a sporting purpose, but the let area is the general Academy Hall, no VAT needs to be added.

On the Letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations, please ask what type.