



Lettings Policy

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Statement of intent

The **Arthur Terry Learning Partnership (ATLP)** regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the **ATLP** is to support the school in providing the best possible education for its students, the promotion of equality of opportunity and the community cohesion of the local area. The **ATLP** will not let the school premises to any organisation whose purpose is to encourage racial discrimination and /or disharmony between persons of different racial groups or are otherwise involved in activities prejudicial to good race relations. Any lettings of the premises to outside organisation will be considered with this in mind.

The **ATLP's** funding (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

1. Legal framework

1.1. This policy has due regard to statutory legislation including, but not limited to, the following:

- The Management of Health and Safety at Work Regulations 1999
- The Health and Safety at Work etc. Act 1974
- Regulatory Reform (Fire Safety) Order 2005
- Copyright, Designs and Patents Act 1988
- Gaming Act 1968

1.2. This policy has due regard to official guidance including, but not limited to, the following:

- DfE (2014) 'Health and safety: advice on legal duties and powers'
- DfE (2015) 'Emergency planning and response'
- DfE (2014) 'Fire safety in new and existing school buildings'
- National Counter Terrorism Security Office (2015) 'Developing Dynamic Lockdown Procedures'

1.3. This policy will be applied in conjunction with the following **ATLP** policies and procedures:

- Health and Safety Policy
- Charging and Remissions
- Bomb Threat Policy
- Adverse Weather Policy
- Lockdown Policy
- Fire Evacuation Plan
- Personal Emergency Evacuation Plan
- Critical Incident Management Plan

2. Definition of a Letting

2.1 A letting may be defined as “any use of the school premises (buildings and grounds) by either individual, community group or a commercial organisation”. A letting must not interfere with the primary activity of the school, which it to provide a high standard of education for its students. Use of the premise for activities such as staff meetings, parents’ meetings, governor meetings and extra-curricular activities of students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

The use of the school premises by way of a letting is a temporary arrangement for use of the accommodation. It is expected that the letting will usually be by the completion of the school's Lettings Agreement (Appendix A).

2.2 The school's Lettings Agreement covers the hire of the school buildings and grounds.

2.3 The school's Lettings Agreement is personal to the hirer only, it is not transferrable and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to it or of creating any tenancy between the school and the hirer. The hirer will not be allowed to use the venue for any other purpose other than that which it was hired and is stated on the Lettings Agreement.

2.4 The hirer must be over 18 years of age and shall be the person by whom the Lettings Agreement is signed. Such person is responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the terms and conditions contained in this Lettings Agreement.

3. Charges

3.1 The school is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating, lighting and catering)
- Cost of staffing (additional security, caretaking and cleaning) – including “on-going costs”.
- Cost of administration
- Cost of “wear and tear”.
- Cost of use of school equipment (if applicable)
- Fee in lieu of use of premises, i.e. a rental value

3.2 The charge levied will be reviewed annually by the school, for implementation from the beginning of the next financial year (1st September). Current charges will be provided in advance of any letting being agreed.

3.3 Payment of all fees and charges must be paid preferably before the commencement of the letting, or within 28 days of the invoice date. Cheques should be made payable to the school. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

3.4 All lettings fees which are received by the school will be paid into the individual school's bank account.

3.5 Charges will be made at the rate quoted at the time of booking. VAT will be charged at the standard rate where applicable. The letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT. Clarification should be obtained from the school's Finance Manager.

3.6 The school reserves the right to increase costs as required to ensure the continued viability of the service.

4. Management

4.1 The school is responsible for the management of the letting of its premises.

4.2 If the headteacher has any concern about whether a particular request for a letting is appropriate or not, the headteacher will consult with the ATLP Operations and Estates Team who are empowered to make that decision. The ATLP/school reserve the right to cancel any letting, without notice, where the ATLP/school considers it necessary for any cause outside their control.

4.3 The hirer is required to give a minimum of ten working days' notice to cancel a booking. Unless arrangements are made to re-let the venue, the school shall have the right to invoice for the booking. Cancellations must be confirmed in writing.

4.4 The hirer who does not take up their commitment and fails to notify the school in writing shall be liable for the whole of the hire charge together with any additional expenses incurred.

4.5 If the school is required to cancel an existing long-term booking (weekly/monthly lasting for more than three months), one months' notice will be given in writing.

4.6 The school shall determine in advance the duration of a letting. The minimum hire period is one hour.

4.7 A risk assessment must be conducted for each proposed letting.

4.8 Provisional bookings will be held for a maximum of two weeks

5. Administration

5.1 Those seeking to hire part of the school premises should contact the school, who will identify their requirements and clarify the facilities available.

5.2 Hirers should complete school's lettings documentation and returned to the school who will consider the application (see exemplar Lettings Agreement – Appendix A).

5.3 Once it has been decided to proceed with a letting the hirer will receive written confirmation from the school.

5.4 The letting will not take place until the signed agreement has been returned along with copies of the required insurance certificates. No lettings should be regarded as "booked" until the application has been signed by both parties.

6. Terms and Conditions

Use of premises

All ATLP premises are no smoking, this includes all forms of tobacco and vaping.

The school shall have the right to cancel any booking in the event of the school being affected by an emergency.

The hirer and their participants must only use the facilities and equipment hired which must be left in a clean and tidy condition.

The hirer and their participants must take good care of the facilities and equipment hired and will be held responsible for any damage incurred and the cost of repair as a result of their activities.

Real flames including candles, should not be used on site. Explosive and flammable liquids should not be brought onto the premises.

The hirer or users must not stand on furniture or seats.

Furniture or equipment must not be removed from the school without prior consent.

No fixtures or decoration of any kind requiring screws or nails are to be used in the venue.

Placards or advertising materials may only be displayed at the school by prior consent.

Any type of footwear likely to cause damage to the floor is not permitted.

It is the hirers responsibility to ensure that all participants have appropriate footwear.

The hirer should ensure that all refuse and waste is removed from the venue. Soiled nappies should not be disposed of at the school.

Any equipment brought into the school must be in good working order and fit for purpose. Any electrical equipment brought onto the premises requires the relevant PAT test certificate.

No property should be left at the venue without prior approval from the school.

Any equipment brought into the school is left at the owner's risk.

All ATLP parking facilities are used at the owner's risk.

The school reserves the right to accept multiple lettings, hirers will be informed where this is the case and will be expected to give due concern and respect other groups using the school. Any unscheduled users (who are not ATLP staff with ID) should be refused access.

No person may use the facilities of the ATLP to express or promote discriminatory views in relation to the protected characteristics listed in the Equality Act 2010.

The ATLP will not allow the use of its facilities by any group or organisation that is prohibited by HM Government.

In deciding whether to allow any group or organisation to make use of its premises, the ATLP will take into account the views, policies and objectives of the group or organisation making the application and may refuse on the grounds that these are incompatible with the policies and objectives of the school. In particular, access will be refused if it appears likely that the proposed activity would promote extremist ideological, political or religious beliefs.

Termination of Right of entry

The school reserves the right to terminate a hirer's booking or series of bookings in the event of the hirer breaching any of the conditions of this Letting Agreement. In the event of such a termination the school will not be obliged to reimburse the hirer for any sums already paid.

Booking Period

Access to the venue will only be available for the specified booking period, unless alternative arrangements are made with the school.

During the booking period the hirer must not leave the school unattended/unlocked unless there is an emergency.

Supervision

The hirer will ensure that a responsible adult, minimum of 18 years of age is in attendance at all times.

The hirer must ensure that all activities are conducted in an orderly manner unlikely to cause annoyance or become a nuisance to the locality. This is particularly relevant when playing music and when large groups are leaving the premises.

Safeguarding of participants is the responsibility of the hirer, current legislation regarding DBS checks and identity must be followed. A register of all participants must be maintained.

Emergency Procedures

The school will provide their Emergency Evacuation Plan to the hirer. Hirers are responsible for ensuring participants are aware of these evacuation procedures.

All fire exits, doors, passages shall be kept free from any obstruction at all times.

Indemnity and Insurance

The school is not responsible and will not accept liability for any loss, damage, injury or death however and by whomever caused.

The hirer is responsible for all safety aspects of the venue during the event, and shall be liable for any loss, damage, injury or death caused by their neglect.

The hirer is responsible for ensuring leaders/coaches/instructors of the activities on offer are suitably qualified.

Appropriate public liability insurance should be held by the hirer. The hirer shall produce this as required.

Where appropriate the ATLP may request a copy of a relevant DBS Certificate from the hirer.

The hirer shall indemnify the school against any loss claims liability or damage suffered by the school as a result of the hirer's use of the venue.

Appendix A – Lettings Agreement (Exemplar)

Application for Hire of (Insert name of ATLP School Premises)

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1. Name of Hirer
2. Address of Hirer
3. Telephone Number
4. Email Address
5. Details of requirements: Room and area to be hired (tick relevant columns)

Hall	Dining Room	Staff Room	Class room	Sports field	Play ground	Changing Rooms & Toilets	Swimming Pool	Other
Start date:				Start time:				
End date:				End time:				
Day of Week:				Number of Lettings				
Nature of Activity:								
Equipment / facilities requested.								
Equipment to be brought in by hirer:								
Age range of those attending:				Numbers attending:				

APPLICATION FOR HIRE OF [insert name of school]

I hereby make application for the hire of the accommodation and facilities stated overleaf and agree to abide by the Terms and Conditions of Use specified in this agreement.

I understand it is my responsibility, on behalf of my organisation to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found.

I must also ensure that my organisation enter and leave the premises at the times stated in this agreement.

I can confirm that I have public liability Insurance in the name of the individual/organisation hiring the school premises for a limit of indemnity of at least £5,000,000.

I can confirm that I have (where appropriate) Employers Liability in the name of the individual/organisation hiring the School premises for a limit of indemnity of at least £10,000,000.

I can confirm that all staff/volunteers representing the individual/organisation have due regard to the Keeping Children Safe in Education (KCSiE) and have undergone a criminal record check.

A copy of these certificates must be presented with this application.

Signature of Applicant:.....

Full Name (in block letters)

Date:

NOTE: The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.