



THE ST. BART'S
ACADEMY
TRUST



Lettings Policy

May 2018

The St. Bart's Academy Trust Lettings Policy

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Date	Section Amended	Signature

LONGFORD PRIMARY ACADEMY			
Position	Signed	Print	Date
Chair of Governors			
Principal			



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1. Introduction

The St. Bart's Multi-Academy Trust (SBMAT) regards the estate 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 SBMAT is to support all academies in providing the best possible education for its pupils and any lettings of the premises to outside organisations will be considered with this in mind.

The budget (which is provided for the education of its pupils) 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 lettings of the premises.

2. Letting Definition

A letting may be defined as “any use of the academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents meetings, Local Governing Committee meetings and extra-curricular activities of pupils supervised by staff, fall within the corporate life of the Trust. Costs arising from this type of use are therefore a legitimate charge against the budget.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the Principal and the Hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

3. Charges

The Principal/Local Governing Committee is responsible for setting charges for the letting of the premises.

A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning)
- Cost of administration
- Cost of wear and tear
- Cost of use of school equipment (if applicable)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

All lettings of grounds or buildings within the Trust are exempt of VAT.

4. Management

The Principal is responsible for the management of lettings, in accordance with the Trust Lettings Policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the lettings process.

If the Principal has any concern, about whether a particular request for a letting is appropriate or not, they will consult with the Trust.

5. The Administrative Process

Organisations seeking to hire the premises should approach the Principal (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Booking Form (**Appendix 1**) should be completed at this stage. The starting and finishing times on the booking form should allow time for any setting up and clearing up respectively. The Principal/Trust 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, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the Hire Agreement (**Appendix 2**) and Terms & Conditions (**Appendix 3**). The letting should not take place until the signed agreement has been returned.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the charge agreed with the Hirer at the time of booking. Academies must 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 will be paid into the academies individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the budget). Income and expenditure associated with lettings should be regularly monitored to ensure that at least a “break even” situation is being achieved.

6. Terms & Conditions

The terms and conditions can be changed depending on the hirer (e.g. If kitchen use is required, access into the building is needed etc.)

All terms and conditions 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 and ensuring the terms and conditions are adhered to.

The full terms and conditions can be found in **Appendix 3**.



Hire of Premises – Longford Primary Academy

Booking Form

(Please use BLOCK CAPITALS)

NAME OF HIRER			
ADDRESS OF HIRER			
CONTACT NUMBERS	HOME		MOBILE
EMAIL ADDRESS			

PURPOSE OF HIRE						
ATTENDEES	TOTAL #		# ADULTS		# CHILDREN	
SINGLE BOOKING	DATE OF BOOKING		START TIME		END TIME	
BLOCK BOOKINGS	FREQUENCY/DAYS	MON	TUES	WEDS	THURS	MON-FRI
	START DATE			START TIME		
	END DATE			END TIME		

Booking times must allow sufficient time for preparation and clearing away before and after the event.

FACILITY REQUIRED	<input type="checkbox"/> HALL	<input type="checkbox"/> SPORTS FIELDS	<input type="checkbox"/> STUDIO
<input type="checkbox"/> CLASSROOM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EQUIPMENT REQUIRED			
OTHER ARRANGEMENTS			

The Trust does not provide any warranty that the 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 HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF HIRE AND I CONFIRM THAT I AM OVER THE AGE OF 18.		
Signed (Hirer): Full name: Date:		
<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 Hire Agreement has been signed by the Hirer and the Academy.</i>		
PLEASE RETURN THE FORM TO:		
(Academy use only)		
This application for letting is: ACCEPTED/REJECTED Signed: Position		
EVIDENCE OF OWN INSURANCE COVER SUPPLIED AND APPROVED	<input type="checkbox"/> YES	<input type="checkbox"/> NO



Hire of Premises – Longford Primary Academy

Hire Agreement

The Trust permits the hiring of facilities as set out below and on the Booking Form attached.

NAME OF HIRER		
ADDRESS OF HIRER		
PREMISES TO BE HIRED		
HIRE PERIOD	FROM	[date and time]
	TO	[date and time]
HIRE FEE		
DEPOSIT		
AREAS OF PERMITTED USE		
EQUIPMENT PROVIDED		
ACADEMY EMERGENCY CONTACT		
ANY OTHER INFORMATION OR ARRANGEMENTS		

Signed on behalf of the Academy:.....

Date:

The Hirer confirms that they have read and understood the Hire Agreement and Terms & Conditions. The Hirer agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name:.....

Signed on behalf of the Hirer:.....

Date:



Hire of Premises – Longford Primary Academy

Terms & Conditions

1. Interpretation

- 1.1 Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting.
- 1.2 Trust: means the St. Bart's Multi-Academy Trust (SBMAT).

2. Term of Agreement

- 2.1 The term of this agreement will be for use of the areas as stated on the Hire Agreement. If for any reason the Trust requires the rooms on conflicting dates, the Trust notice of at least 2 weeks will be given to the Hirer.

3. Use and Access

- 3.1 The Trust permits the Hirer to access and use of the facilities on the times specified by the Hire Agreement.
- 3.2 The Hirer must be over 18 years old and have completed all relevant documentation requested and have adequate Public Liability Insurance cover in place.
- 3.3 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Booking Form.
- 3.4 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.
- 3.5 The Hirer is responsible for ensuring these terms and conditions are observed and for the effective supervision of the arrangements and activities on the academy premises during the hire period and for the prevention of disorderly behaviour.
- 3.6 The Trust retains the right to access to the premises at all times during the hire period and the Hirer must comply with any reasonable instructions given by Trust staff.
- 3.7 The facilities remains in the Trusts legal possession notwithstanding the Hirers occupation during the hire period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- 3.8 The Hirer is responsible for ensuring the let finishes promptly, extra charges can be applied for extra costs incurred for delay.
- 3.9 Permission to use the premises will not be granted, if in the opinion of the Trust, it is likely that the let would create unreasonable disturbance or inconvenience to the neighbours. Hirers are requested to respect the Trust neighbours rights.
- 3.10 No additional staging, curtains, decorations or scenery may be erected without consent, which will only be given if all items are rendered non-flammable and removed at the end of the let.
- 3.11 The use of sticky tape on any surface is prohibited.
- 3.12 Chairs and furniture may not be removed from their existing locations without consent.
- 3.13 No adaptations, modifications or additions may be made to any part of the electrical installations.
- 3.14 Use of Trust facilities (AV equipment, computers, photocopiers etc.) is not generally allowed, requests for use of such equipment will be considered on an individual basis.

4. Restrictions on Use

- 4.1** The Hirer shall not use the premises for any illegal purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust, or any owner or occupier of neighbouring property.
- 4.2** The Hirer shall not make any alterations or additions to the premises, shall not affix any items to the premises and no interference is to be made with property/equipment of the building, which do not form part of this hire agreement.
- 4.3** If the hire agreement allows use of any kitchen facilities, the area must be left clean and tidy.
- 4.4** Any storage space must be agreed with the Trust before using.
- 4.5** The use of equipment must be agreed in advance of the letting.
- 4.6** Alcohol is not allowed on the premises at any time.
- 4.7** Illegal drugs are not allowed on the premises at any time.
- 4.8** No items of a flammable, dangerous or noxious character may be brought onto the premises, including fireworks, confetti or gas.
- 4.9** Smoking/Vaping is not allowed on the premises at any time.
- 4.10** No betting, gaming or gambling is allowed on the premises.
- 4.11** Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises.

5. Hire Fee and Deposit

- 5.1** The hire fee is payable within 30 days of receiving invoice.
- 5.2** The Trust reserves the right to require a deposit over and above the hire fee as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

6. Condition and Damage

- 6.1** The Hirer should report any damage on arrival to site staff on duty.
- 6.2** The premises must be left in the same condition as before the hire period. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refuse sacks should be used and can be disposed of in the academy refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- 6.3** Any damage, destruction or theft that occurs during the hire period will be the responsibility of the Hirer and they agree to pay the Trust, the cost of making good any such damage. Any damages or breakages must be reported.
- 6.4** The Hirer is responsible for ensuring that pupil's property, work or equipment is not interfered with in any way.

7. Insurance

- 7.1** The Hirer must hold public liability insurance in respect of their occupation of the premises for a minimum of £5 million and will provide a copy to the Trust.
- 7.2** The Hirer must hold Employers Liability insurance (where applicable) for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Trust.
- 7.3** The Trust may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the premises for commercial or business purposes). They may not hold these insurances and may find it difficult to obtain. In these circumstances, the Trust could arrange for the Hirer to be covered under their own insurance and any extra associated costs be reflected in the hire fee.

8. Indemnity

8.1 The Hirer shall keep the Trust indemnified against all expenses, costs, claims, damage and loss arising out of the use of the premises by the Hirer.

9. Loss

9.1 The Trust does not accept liability for any loss, theft or damage to property brought onto the premises by or on behalf of the Hirer, damages to vehicles parked in any car park provided or injury to any person.

9.2 The Trust shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical, power failures or other circumstances whatsoever outside its control and which affect the access to or use of the premises.

10. Assignment

10.1 This hire agreement is personal to the Hirer and the Hirer shall not sublet, or share possession or occupation of the premises.

11. Health and Safety

11.1 The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer, including but not limited to Health and Safety legislation.

11.2 The Hirer is responsible for carrying out a risk assessment to cover their activities.

11.3 The Hirer should, as far as possible, have an accurate list of those present.

11.4 Any portable electrical equipment to be used must have a current PAT test certificate.

11.5 The Hirer must ensure they are aware of the fire exits and the emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the hire period, including ensuring the means of escape from fire are not blocked or impeded.

11.6 The Hirer will immediately inform the site contact of any emergency, accident or serious incident that occurs during the hire period by calling the Academy Emergency Contact.

11.7 The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

11.8 The Hirer is responsible for arranging first aid provision.

11.9 The Hirer must ensure there is an adequate number of responsible stewards to be present throughout the hire to assist in the preservation of order.

11.10 The Hirer must ensure that anyone attending their event are familiar with the evacuation procedure in the event of an emergency.

11.11 The Hirer should appoint a responsible person to be in charge in the event of any emergency. The responsible adult must ensure all members are registered and checked to be safe at the assembly point. The fire evacuation routes are displayed and must be followed. If any person is missing, they must advise the Academy Emergency Contact immediately.

12. Safeguarding and Child Protection

- 12.1** Hirers providing services to children must have policies and procedures in place to ensure children's safety.
- 12.2** The Hirer is responsible for ensuring that all relevant guidelines are followed to protect the children in their care during the hire.
- 12.3** The Hirer should ensure that all children at their event are adequately supervised by their representative.
- 12.4** The Principal should ask to see all relevant documentation to satisfy themselves that the Hirer is compliant.

13. Car Parking

- 13.1** Parking is only permitted in the designated areas. Vehicles must not be parked where they would cause an obstruction. The Trust cannot accept liability for valuables or possessions that are lost/damaged in any way.
- 13.2** Subject to availability, these may be used by the Hirer and other adults involved in the letting.

14. Cancellation

- 14.1** This agreement may be terminated by either party, at a date earlier than the termination date, by giving to the other at least 4 weeks notice in writing. No payment other than a refund of the paid hire fee will be made by the Trust.
- 14.2** The Trust may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement, which in the reasonable opinion of the Trust is not capable of being remedied and no hire fee (or part thereof) shall be refundable.
- 14.3** The Hirer may cancel individual matches on outdoor pitches at any time by contacting the academy. If a booking is cancelled with more than one weeks notice, the full hire fee will be repaid. If less than one weeks notice is given, only 50% of the hire fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the hire.
- 14.4** Any event deemed to bring the Trust name into disrepute can be cancelled at any time by the Trust.

15. Advertising

- 15.1** The Trust must approve of all advertising and posters concerning the use of the premises.
- 15.2** All publicity for the admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event.



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