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Policy Category (Please Indicate)	**1**	**Trust/Academies to use without amendment**
	2	Academy specific appendices
	3	Academy personalisation required (in highlighted fields)

Summary of Changes from Previous Version

Version	Date	Author	Note/Summary of Revisions
V1	July 2026	DSN	New Place Partnership policy with lettings charges for 2026/27.

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITION OF A LETTING 3
3. ROLE, RESPONSIBILITIES AND ADMINIUSTRATOPN OF LETTINGS 4
4. CHARGES AND BOOKINGS 5
5. VAT 5
6. THE ADMINISTRATIVE PROCESS 6
7. PUBLIC LIABILITY AND ACCIDENTAL DAMAGE INSURANCE 6
8. SAFEGUARDING AND THE PREVENT DUTY 7
APPENDIX 1 – SCALE OF CHARGES 9
APPENDIX 2 – CONDITIONS OF HIRE AGREEMENT (TRUST) 13
APPENDIX 3 – CONDITIONS OF HIRE AGREEMENT (EDU-LETTINGS) 14

1. INTRODUCTION

- The Trust Board regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible by the local community.

- The Trust Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help students achieve their full potential by engaging with local groups and services meeting the wider needs of our students, families and the local community.

- The vision for the Trust is 'People Belong, Place Matters, Purpose Lasts' and any lettings of the premises to outside organisations will be considered with this in mind.

- The Academy's delegated budget (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 Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of the premises by any outside organisation must be reimbursed to the Academy's budget.

- The Trust engages with a third-party lettings company to manage the lettings on behalf of the West Hub and Maltby Academy. This arrangement continues to be reviewed to ensure that it meets the needs of the organisation and the specific users and continues to offer value for money.

- The Trust may enter into a service level agreement with community groups to reflect a more unique relationship and service provision that goes beyond a simple letting's arrangement.

- The Trust/Academy reserves the right to:

    - Refuse applications without giving a reason.
    - Have a representative present at any function.
    - Terminate any activity not properly conducted.

2. DEFINITION OF A LETTING

- 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'). Lettings can be single use - on one occasion or regular use – the same day and time each week.

- A letting must not interfere with the primary activity of the Academy, which is to provide a high-quality teaching and learning environments for all its students.

- The following activities fall within the corporate life of the Academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.

- Trust Board and Academy Education Committee (AEC) meetings.
- Extra-curricular activities for students organised by the Academy or Trust.
- Academy performances or events.
- Parents' evenings and meetings.
- Parent and Community Advisory Board (PCAB) meetings and events.

- Care should be taken to ensure that any lettings are consistent with Trust values. The following activities are not considered to be appropriate for lettings:

    - Commercial activities with little potential to generate income or support for the Academy.
    - Activities or events of a political nature.
    - Activities or events which might bring the Academy or Trust into disrepute.

  NB. The list above provides examples of activities that are not appropriate for lettings, but it is not considered exhaustive and other examples may fall in the same classification.

3. ROLE, RESPONSIBILITIES AND ADMINISTRATION OF LETTINGS

- The Finance and Resources Committee (FAR) is responsible for:

    - Approving this policy and ensuring that it is reviewed regularly.
    - Setting the hire charges for the letting of Academy premises and reviewing them regularly (working with the third-party lettings company as appropriate).
    - Setting the Terms and Conditions of Hire for lettings.
    - Approving the Health and Safety Policy and ensuring it is reviewed regularly.
    - Ensuring that the Trust has appropriate insurance arrangements in place.

- The Trust Chief Executive Officer (CEO) is responsible for:

    - Ensuring Principals are aware of their responsibilities relating to this Policy.
    - Line managing the Chief Commercial and Operating Officer (CCOO), who has the responsibility for reviewing, revising and managing this policy.

- The Academy Principal is responsible for:

    - Managing lettings, in accordance with the Trust policy. The Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for implementing the lettings policy and procedures.
    - Determining whether a particular request for a letting is appropriate or not, in consultation with the CEO or CCOO.
    - Ensuring the staff responsible for letting of Academy premises are aware of their responsibilities relating to this policy.

- The Trust/Academy lettings staff or Third-Party Lettings Company are responsible for:

    - Ensuring that any outstanding or failed payments are chased up accordingly.
    - Ensuring that the lettings policy and procedures are followed by all hirers.

- Ensuring all lettings are booked via the lettings system and payments are made online.
- Ensuring that all bookings are reviewed and responded to in a timely manner.

- The Hirers are responsible for:

  - Adhering to the Lettings Policy and procedures and Terms and Conditions of Hire.

- The Site Management Team or Third-Party Lettings Company are responsible for:

  - Managing the day-to-day lettings of the premises and ensuring effective supervision and support through the period of hire.
  - Maintaining accurate records of all bookings/attendance.
  - Ensuring appropriate training for hirers or appropriate member of staff is present when any specialised equipment or accommodation is hired.
  - Monitoring all Hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for Academy use.

4. CHARGES AND BOOKINGS

- The FAR is responsible for setting charges for the letting of the Trust/Academy premises. All charges will be reviewed and set annually in consultation with the CEO and CCOO, working with the third-party lettings company as appropriate.

- A charge may be levied to cover the following:

  - Cost of services (heating and lighting).
  - Cost of staffing (additional security, caretaking and cleaning) – including 'on costs'.
  - Cost of administration.
  - Cost of 'wear and tear'.
  - Cost of use of Academy equipment (if applicable).
  - Profit element (if appropriate).

- The charges review will take place during the Spring/Summer Term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided to hirers in advance of any letting being agreed (see Scale of Charges Schedule – Appendix 1).

- All bookings will be made directly with the Trust/Academy or Third-Party Lettings Company (where relevant), via the online lettings platform and includes the completion of the online Booking Terms and Conditions signed by the hirer.

- In considering requests for lettings, the provider will think carefully about the following:

  - Whilst the Academy will try to accommodate all requests, the students in the Academy and current hirers will be given priority.
  - The type of event, site supervision availability, the number of other lettings coinciding and the suitability of the accommodation for the proposed activity.

5.VAT

- In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (Although there are exemptions to this under certain circumstances).

- Sport facility lettings charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

    - Each period is in respect of the same activity carried on at the same place.
    - The interval between each period is not less than one day and not more than fourteen days.
    - The charge is payable by reference to the whole series and is evidenced by written agreement.
    - The facilities are let to a school, club, association, or an organisation representing affiliated cubs or constituent association.

- In the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations or junior clubs.

6. THE ADMINISTRATIVE PROCESS

- Organisations seeking to hire the Academy premises should register an interest online. The Administrator or Third-Party Lettings Company will then identify their requirements and clarify the facilities available.

- The Trust/Academy or Third-Party Lettings Company has the right to refuse an application, and no letting should be regarded as 'booked' until the booking is approved online or 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, an automated confirmation will be sent to the hirer from the booking system, setting out full details of the letting. This will included charges that apply, when payment will be taken, conditions and Hire Agreement which can be accessed via the hirer's live online booking.

- The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Trusts current scale of charges.

- The provider will seek payment in advance to reduce any possible bad debts. A one-off booking must be paid in advance, and all other bookings are either paid monthly or termly in advance.

- 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. If the named individual needs to be updated this can be done by amending the account details online.

7. PUBLIC LIABILITY AND ACCIDENTAL DAMAGE INSURANCE

- All hirers, whether groups or individuals, are responsible for arranging their own public liability insurance and to ensure the insurance covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which premises are being hired). This cover must also extend to include loss or damage to the premises of the Academy site arising out of the letting. The minimum limit for this insurance cover is £5 million. Evidence of the appropriate cover will be required in advance of any hire and will be subject to annual review.

- The Academy or Third-Party Lettings Company has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other appropriate control measures.

8. SAFEGUARDING AND THE PREVENT DUTY

- The Academy adheres to the Keeping Children Safe in Education (KCSIE) as part of our commitment to education and the children and young people in our community. All hirers that have U18s within their care are subject to comply with new KCSIE regulations as amends are released.

- Any organisation submitting a lettings request involving working with children and young people must submit to the Lettings Administrator or Third-Party Lettings Company, a signed copy of their current Child Protection Policy.

- It is expected that any provider is compliant with keeping children safe in and out of school settings. Where the Academy and/or Third-Party Lettings Company receives an allegation against a member of staff using the premises to run activities for children it will follow the Trust safeguarding procedures and processes for managing allegations, including referral to LADO as necessary.

- All hirers must state the purpose of the hire. Each application will be vetted by the Lettings Administrator and/or Third-Party Lettings Company, and any concerns will be reported to the CEO/Principal prior to approval.

- When determining whether to approve an application, the CEO/Principal or person with designated responsibility will consider the following factors:

    - The type of activity.
    - Possible interference with Academy activities.
    - The availability of facilities.
    - The availability of staff.

- An application will not be approved if it:

    - Is aimed at promoting extremist views.
    - Involves the dissemination of inappropriate materials.
    - Contravenes the statutory Prevent duty.
    - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Principal, balanced or outweighed by freedom of expression or artistic merit).

- The Lettings Administrator and/or Third-Party Lettings Company will file an incident report form if they have reason to believe that the letting has been used for political purposes not

previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

- Where an individual or group is found to be promoting views in contravention of the Academy's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the Academy or Third-Party Lettings Company will contact the police who will remove the person or group from Trust premises.

APPENDIX 1 – SCALE OF CHARGES

MANAGED BY THE TRUST (See Trust Website for more information)			
Maltby Grammar Business Hub			
		Cost/Hr	**Cost/Day**
	Large Exhibition Space	N/A	£500
	Medium Training Room	£36	£200
	Large Training Room	£50	£300
The above rates reflect the standard commercial lettings rates however a separate charging tariff will be applied to those who fall into categories identified as Community / Business Partners.			
MANAGED BY EDU-LETTINGS (See Academy Website for more information)			
Maltby Academy			
		Charges per hour 2025/26	**Charges per hour 2026/27**
	Classroom *(Per Classroom)*	£32	£32
	Main Hall *(Per Hall)*	£52	£52
	ICT Suite	£36	£36
Maltby Academy			
Astroturf	Per Quarter Pitch *(Non-Partner Rate)*	£32/£42	£42
	Per Quarter Pitch *(Partner Rate)*	£26	£31.50
	Per Half Pitch *(Non-Partner Rate))*	£64/£84	£80
	Per Half Pitch *(Partner Rate)*	£52	£60
	Per Full Pitch *(Non-Partner Rate)*	£128/£168	£130
	Per Full Pitch *(Partner Rate)*	£104	£97.50
	Weekend Use – All users (full pitch) Full pitch for games No lights/changing	£66	£75
Maltby Academy			

Sports Hall	Per Hall	£42	£42
	Per Hall *(Juniors/Seniors Maltby)*	£36	£36
Maltby Academy			
Activity Hall	Per Hall	£34	£34
	Per Hall *(Juniors/Seniors Maltby)*	£28	£28
MANAGED BY WATH ACADEMY (See Academy Website for more information)			
Wath Academy			
		Charges per hour 2025/26	**Charges per hour 2026/27**
	Classroom *(Per Classroom)*	£32	£32
	Main Hall *(Per Hall)*	£52	£52
	ICT Suite		£36
Wath Academy			
Gym	Hire of Blue Gym *(Per Gym)*	£40	£40
	Hire of Gym 1 *(Per Gym)*	£30	£30
Wath Academy			
Astroturf	Per Third *(Junior teams)*	£36	£36
	Full Pitch *(Junior teams)*	£85	£85
	Per Third *(Senior teams)*	£42	£42
	Full Pitch *(Senior teams)*	£95	£95
	Per Third *(Commercial teams)*	£50	£50
	Full Pitch *(Commercial teams)*	£115	£115
	Weekend Price	£66	£66

		(Per game)	
Wath Academy			
Grass Pitches	Full Sized Pitch 1	£80 Saturday £90 Sunday	£90 Sat/Sun
	Full Sized Pitch 6	£80 Saturday £90 Sunday	£90 Sat/Sun
	9 v 9 Pitch 2	£40 Saturday £45 Sunday	£45 Sat/Sun
	9 v 9 Pitch 5	£40 Saturday £45 Sunday	£45 Sat/Sun
	7 v 7 Pitch 3	£40 Saturday £45 Sunday	£45 Sat/Sun
	5 v 5 Pitch 4	£40 Saturday £45 Sunday	£45 Sat/Sun
MANAGED BY THE TRUST (See Academy Websites for more information)			
MLT Primary Academies			
		Charges per hour 2025/26	**Charges per hour 2026/27**
	Classroom *(Per Classroom)*	£32	£32
	Main Hall *(Per Hall)*	£52	£52
MLT Primary Academies			
	Grass Pitch (Per Pitch)	£45 Sat/Sun	£45 Sat/Sun

MANAGED BY EDU-LETTINGS (See Academy Website for more information)			
Ossett Academy (Managed by Edu Lettings)			
3G Pitch		**Charges per hour 2025/26**	**Charges per hour 2026/27**
	Per Third	£40	£40
	Per Two Thirds	£75	£75
	Full Pitch	£100	£100
Sports Hall	Full Sports Hall	£45	£45
	Badminton Court	£17	£17

Netball Court	1 Court	£30	£30
Astroturf	Full Pitch	£30	£30
Horbury Academy			
Sports Hall	Full Sports Hall	£48	£48
	Badminton Court	£17	£17
Astroturf	Full Pitch	£55	£30
Netball Court	*1 Court*	£30	£30
	2 courts (Full MUGA)	£42	£42
Main Hall	Full Hall	£35	£35
Gymnasium	Full Pitch	£32	£32
Classroom	Full Classroom (Per classroom)	£27	£27
Drama Studio	Full Studio	£30	£30
Dining Hall	Full Hall	£30	£30

Atrium	Full Atrium	£30	£30
Changing Room	Changing Room	£15	£15

APPENDIX 2 – CONDITIONS OF HIRE AGREEMENT (TRUST)

In this agreement, the hirer accepts the following conditions of hire when signing this document:

1. Wherever possible, bookings must be made 21 days in advance and for one-off bookings the full hiring charge is to be paid 7 days prior to the activity taking place, all other bookings are either paid monthly or termly in advance. Failure to settle amounts due on receipt of the first reminder, will result in the lettings being terminated with immediate effect.
2. If the original hours of hiring are exceeded, then an additional charge equal to twice the hourly rate will be made for each excessive hour or part thereof (e.g., 10 minutes over time, the charge will be for 2 hours; 70 minutes over time, the charge will be for 4 hours.
3. The hiring times must be from the time that the first person requires entry until the time the last person leaves the school grounds and must include preparation and clearing up time.
4. The Trust accepts no responsibility for loss or damage to cars parked on their Academies premises/car parks or the contents thereof unless such loss or damage is caused by negligence of the Trust.
5. All fire exits and escape routes to be always kept clear.
6. The use of naked flames or any equipment that produces open unguarded flames is forbidden.
7. Use of kitchen equipment within the Academy buildings is not allowed but a mobile catering van can be used after agreement with the Facilities Manager in advance.
8. The use of any equipment that produces smoke or mist is prohibited and in the event of the need for such equipment to be used in a theatrical production, a prior arrangement needs to be made with the Academy's Facilities Manager at least 14 days beforehand.
9. The Trust retains the right to refuse or cancel any application.
10. The Trust may cancel or terminate at any time, any hiring if there is any omission from, or misstatement in the application form; or if the premises are hired or used for any purpose for which they have not approved; or if payment is not made on time.
11. The hirer will be responsible for:

    i) Any damage which may be caused to the Trust/Academy premises or its contents by any visitor, or:
    ii) Any loss or injury suffered by any person as a result of this hiring and the hirer shall indemnify the Trust in respect of any such damage, loss or injury.
    iii) The behaviour of all their visitors at all times.

12. No smoking or consumption of alcohol to be permitted on the Trust's land or within the Academy buildings.

13. Only the consumption of confectionary and non-alcoholic drinks is allowed in the Academy buildings, any other food which is consumed externally on the Academy site must relate to point 7 above, but the ban on alcoholic drinks still applies.
14. No noise, which is audible outside the Trust/Academy buildings may be permitted and the hirer shall ensure that all visitors enter and leave the premises quietly. Excessive noise may cause hiring to be terminated.
15. No booking shall extend beyond the hour of 10pm. Bookings beyond 10pm require a minimum of 3 months' notice and are subject to the availability of a member of the site team to facilitate closing the site.
16. All areas used by the hirer must be left in a tidy condition.
17. The hirer shall not cause, or permit, any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors; or into any furniture or fitting; or do or permit anything to be done which is likely to cause damage to the building or any such furniture or fittings.
18. The hirer shall pay to the Academy/Trust on demand, the cost of reinstating or replacing any part of the premises, or any property whatsoever belonging to the school, in or upon the premises, which are damaged, destroyed, stolen or removed during the period of hiring.
19. Electrical equipment, light sports equipment, e.g. balls/racquets are not included in hire charges.
20. Any electrical equipment used by hirers should be PAT tested.
21. The use of wind-up extensions and power blocks is forbidden. If extension leads are to be used, they should be PAT tested and the Academy's Facilities Manager should be made aware of their intended use at least 14 days before the booking.
22. Cancellations should be made in writing at least 48 hours before the proposed letting, otherwise the hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the Trust will credit the hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required. Any termination of a booking must be provided in writing with 14 days' notice, otherwise the two weeks' notice period of charges will be payable and included in the final invoice.
23. A suitable fire risk assessment is required from the organisation hiring any part of a premises, where it is being used exclusively by them outside normal school opening times. For usage at other times or when it is not an exclusive use, the Academy's Fire Risk assessment and Fire Policy should be followed.
24. In addition to 23 above, any hirer needs to have an effective fire evacuation plan in place.
25. Rooms should not be used in such a way that this would result in over capacity, which would put anyone using the room at risk.
26. Toilets on site can only be used with the advance agreement of the Facilities Manager.

Locking up on completion of a booking – arrangements should be made with the Caretaker on duty to lock up after the facility after the booking has finished.

APPENDIX 3 – CONDITIONS OF HIRE AGREEMENT (EDU-LETTINGS)

1.TERMS

'EDU Lettings' means EDU Lettings (UK) Limited a company incorporated and registered in England and Wales with company number 12789267 whose registered office is at 1st Floor, Bayley House, St Georges Square, BL1 2HB (the Lettings Operator). 'Hirer' refers to the group/person identified as name of hirer in the hire agreement. 'Hire Period' refers only to those days, dates and times outlined in the hire agreement. 'Premises refers to the accommodation hired, as set out in the hire agreement, at the venue designated on the booking invoice.

2.ACCURACY OF BOOKING

You warrant that the information and details given upon booking is correct, accurate and contains no errors or omissions. EDU lettings reserve the right to cancel this agreement without having to refund any costs incurred by you (including any deposit or damage deposit) if you are in breach of this warranty. All hire agreements are valid for a maximum of one academic year, ending on 31st August each year.

3.FEES

3.1 The hirer agrees to pay to EDU Lettings the fee stated in the booking.

3.2 The hirer shall be liable for and must plan for the payment of, any tax or royalties chargeable in respect of the purposes for which the premises hired is booked by the hirer. A

3.3 All invoices issued by us to you, must be paid prior to the 23rd of the month for the upcoming months usage. In the event of a one-off booking, this must be paid within 28 days of booking or 7 days prior to your booking, whichever comes sooner. If you fail to settle the invoice in full within this period, you will pay interest on the overdue amount at the rate set out in the late payment of commercial debts regulations 2013 and your hire may be terminated.

3.4 All bookings will be in line with HMRC guidelines on the provision of community lettings under clause 17.

3.5 If the premises is not vacated on time, EDU lettings will charge any additional fees at the minimum charge of 30 mins of facility rate.

3.6 All payments to be paid in line with the payment schedule available on the booking. Failure to make payments in line with the schedule may result in termination of the booking or full booking value becoming due to continue with the booking.

4.USE

4.1 The hirer shall not use the premises for any purpose other than as specified when making the booking.

4.2 The number of persons using the premises hired shall not exceed the number authorised by EDU Lettings.

4.3 The hirer shall only be permitted access to the facility during the hire period specified in the booking.

4.4 The hirer shall not cause or permit any animals to be brought into or onto the premises except with the specific prior consent in writing of EDU Lettings and subject to such conditions as may be required.

4.5 The hirer shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the venue for your specific use. You indemnify us and the owner(s) of the venue against the consequences of your failure to do so.

5. SAFEGUARDING AND CHILD PROTECTION

5.1 EDU Lettings comply with the latest standards set out in the DFE guidance document - KCSIE (Keeping Children Safe in Education), The hirer undertakes to comply with EDU Lettings reasonable regulations, procedures, guidance, and requirements. Including those relating to safeguarding, health and safety and to:

5.1.1 Safeguard and promote the welfare, including proper supervision, of all the children or young people with whom EDU Lettings and/or the hirer engages.

5.1.2 Ensure that all individuals engaged in connection with the hirer in the use of the Premises have undergone safeguarding training, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate.

5.1.3 Monitor the level and validity of the checks under clause 5.1.2 for everyone engaged in connection with the hirer in the use of the premises.

5.1.4 Immediately provide EDU Lettings with any information that it requests to enable it to be satisfied that the obligations of this clause 5.1 have been met.

5.1.5 Not employ or, in connection with the use of the premises, engage with any person who is, or who the hirer has reason to believe is, barred from or would not be suitable to be engaged in connection with the permitted use or who may otherwise present a risk to children.

5.1.6 Immediately refer information about any person engaged in connection with the use of the premises to the Disclosure and Barring Service where it removes permission for such person to be engaged in connection with the use of the premises (or would have, if such person had not otherwise ceased to be engaged in connection with the use of the premises) because, in its opinion, such person has harmed or poses a risk of harm to children, and immediately inform EDU Lettings of such removal; and

5.1.7 Ensure that suitable first aid provision (including a suitably trained person) is always available at the premises.

5.2 EDU Lettings specifically reserves the right to terminate this agreement with immediate effect if the hirer does not have in force the appropriate arrangements with regards to the safeguarding of

individuals in their care. The hire agreement includes a safeguarding declaration which must be electronically agreed by the hirer prior to booking acceptance.

5.3 The hirer agrees to be responsible for ensuring the proper supervision and safeguarding of all its invitees and customers during the hirer's use of the premises.

5.4 Photography and Videography is only permitted with written consent from EDU Lettings. The hirer must request permission at least seven (7) days prior to the booking and consent is granted on the following basis:

5.4.1 Children under eighteen (18) are only to be included in photography with written consent from parents / guardians. If the photography is to be shared online or in social media, the permission must expressly confirm this. This permission is to be retained by the hirer and produced to EDU Lettings upon request.

5.4.2 Not include use of the venue name, address, and branding without written approval from the venue and EDU Lettings.

6. HEALTH AND SAFETY CONDITIONS

6.1 For the duration of the period of hire the hirer must ensure the following:

6.1.1 That all due diligence in taken, and proper standards are met in relation to the health and safety of your bookings. The hirer may be requested to supply an activity risk assessment for their booking.

6.1.2 A venue information form is provided to all lead hirers with booking, This details the emergency procedures of the venue. This must be shared with, and followed by, all users.

6.1.3 A first aid kit is provided. EDU Lettings do not hold any first aid provision during the hire.

6.1.4 No equipment on the premises is used without prior written consent from EDU Lettings.

6.1.5 Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.

6.1.6 An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on annual basis.

6.1.7 Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the hirer and/or their clients, EDU Lettings, or the equipment.

6.1.8 Alcohol is not consumed or sold on the premises.

6.1.9 Smoking (Including the use of E-Cigarettes) is not permitted on or on any part of the premises.

6.1.10 Dogs are not permitted on any of our venues without express written permission. Assistance dogs are permitted if always wearing an identifiable assistance dog vest.

6.1.11 Emergency exits, fire extinguishers and alarm points are not obstructed.

6.1.12 Adequate walkways are available to allow free and easy access and egress.

6.1.13 No gas cylinders or canisters are used inside the premises.

6.1.14 Combustible materials are not placed adjacent to heat sources.

6.1.15 Electrical equipment brought to the venue by the hirer, must be either PAT tested or a receipt of purchase within the last 12 months and complies with the applicable British standards.

6.1.16 Flammable or hazardous substances are not permitted on the premises.

6.1.17 No open fires, candles or unauthorised electrical equipment will be used on the premises; and

6.1.18 Noise levels must always be contained to a reasonable level.

6.2 Furniture, instruments, or equipment belonging to the hirer must not be left or stored on the premises unless this has been agreed with EDU Lettings in advance and can be stored safely. Any items stored on site are left at your own risk and no liability will be accepted for missing or damaged items.

6.2.1 If storage has been agreed by EDU Lettings and the school, this is subject to review and can be removed at any point. Storage does not make up a condition of your booking and permission can be removed by either the school or EDU Lettings.

7. FOOD AND DRINK

7.1 All our schools are nut free zones, if you have specified on the booking options that you will be preparing, serving, or selling food and/or drinks at the venue, you must observe all relevant food and hygiene laws and regulations.

7.2 Food & Drink sales at the venue must be approved at least 7 days in advance of the booking.

VENUE SECURITY

8.1.1 EDU Lettings will organise for the venue to be opened and locked after your specific event. You agree to notify us as soon as you become aware that your specific event may, or will, start later or end earlier than specified on your booking receipt.

8.1.2 You must ensure that adequate supervision is always available and ensure that no unauthorised persons are permitted to enter the Venue. You must adhere to all security and fire precaution measures of the venue. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the venue immediately in accordance with the venue's policies.

8.1.3 The hirer agrees to be responsible and accountable for all group members throughout the hire period, this includes first aid, fire evacuations, behaviour and conduct around the facility.

8.1.4 EDU Lettings employees are authorised to refuse any person entry to the venue and to require them to leave.

8.1.5 No suppliers of goods or services may enter the school without prior approval from EDU Lettings.

INSURANCE, LIABILITY AND INDEMNITY

9.1 The hirer agrees to confirm if they are part of an organised club, affiliated organisation, committee, team, community group or a commercial hirer as part of their booking process.

9.2 All organised clubs, affiliated organisations, committees, teams, community groups or commercial hirers must take out their own public liability insurance policy with a minimum level of cover of £1 million to cover its use of the premises, and any other insurance that EDU Lettings considers necessary. Copies of such insurance documents must be provided to EDU Lettings prior to the first use of the premises.

9.3 The hirer agrees and undertakes to indemnify EDU Lettings and keep EDU Lettings indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from this hire agreement.

9.4 Casual users are defined as groups that are not part of any organised clubs, committees, affiliated organisations, teams, community groups or any commercial organisation. The casual user exemption to insurance can only be used for recreational activities.

9.5 Casual users will not be required to provide their own public liability insurance at point of booking, however, will be a charged a surcharge based on a % charge of the booking. Casual users are bound by all other terms and conditions of this agreement.

9.6 The hirer agrees to complete the client signing in sheet on arrival to the facility, accepting the relevant terms and conditions of hire and notices provided.

9.7 EDU Lettings gives no warranty that the premises possesses the necessary consents for the use specified in the hire agreement.

9.8 EDU Lettings gives no warranty that the premises are physically fit for the use specified in the hire agreement.

9.9 EDU Lettings is not liable for:

9.9.1 The death of, or injury to the hirer, its employees, customers, or invitees to the premises.

9.9.2 Damage to any property of the hirer or that of the hirer's employees, customers, or other invitees to the premises.

9.9.3 Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer or the hirer's employees, customers, or other invitees to the premises.

9.10 Nothing in clause 9.5 shall limit or exclude EDU Lettings' liability for:

9.10.1 Death or personal injury or damage to the premises caused by negligence on the part of EDU Lettings or its employees or agents.

9.10.2 Any matter in respect of which it would be unlawful for EDU Lettings to exclude or restrict liability.

10. DAMAGE TO PROPERTY

10.1 The hirer undertakes either to make good or to reimburse EDU Lettings for the cost of making good (as EDU Lettings directs) any damage to the premises caused by the hirer, their staff, visitors or clients and the hirer indemnifies EDU Lettings for all damage and loss suffered because of the hiring.

10.2 If the premises hired are left in a state which requires additional cleaning above that normally expected, the hirer may be subject to an additional charge.

10.3 Activation of the venue fire alarms under malicious or false circumstances will incur charges set down by the venue. These will vary depending on the charges applied by Venue staff, Contractor involvement and any charges applied by local fire services.

10.4 Any damage, additional cleaning required, malicious use or additional charges received will incur a charge for administration. This administration charge will be at least £100+VAT for each incident and must be paid before any further usage of the facilities will be permitted.

10.5 The below table shows a breakdown of the minimum charges which will be applied in the event of damage, additional cleaning, overstaying booking times, fire alarm activation and any other break of the hirer terms and conditions. The minimum charge that will be applied is the admin fee and further charges as detailed below may be charged in addition.

	Charge	When Charged
Admin Fee	£100 plus VAT	On all occasions where a breach of T+C's has occurred
Additional Cleaning	£50 plus VAT (Per Hour)	When a facility has not been left as found
Overstaying booking times	£50 plus VAT (Per Hour)	When a facility was not vacated at the end of the booking period
Fire Alarm malicious activation	£250 plus VAT	On all occasions where a fire alarm is activated by client neglect or deliberate misuse

11. UNAVAILABILITY OF PREMISES BY EDU-LETTINGS

11.1 EDU Lettings may give verbal or written notice to the hirer at any time that the premises are temporarily unavailable in the following instances:

11.1.1 Where the premises are closed for any reason.

11.1.2 Where the premises are in EDU Lettings' opinion unsafe to be used by the hirer.

11.1.3 Where there are emergency circumstances which require the use by the school of the premises.

11.2 When facilities are deemed unsafe by EDU Lettings due to adverse weather conditions, EDU Lettings will follow the guidance in the adverse weather policy which may include cancelling bookings at short notice.

11.2.1 Facilities may be deemed unsafe by the venue and closed by the venue management.

11.2.2 Facilities may be deemed unsafe by on site EDU Lettings team members.

11.3 If you arrive on site and you perceive the facility to be unsafe for any reason, this must be raised with the onsite team at the time, and our central team must be contacted on 03331 02 03 03. No claims for unused sessions will be agreed if we are informed after the booking finish time.

11.4 Bookings cancelled due to adverse weather by EDU Lettings will be eligible for one of the following actions to be decided by the hirer.

11.4.1 Reschedule the session planned to the end of the block booking -See section 16 for types of bookings.

11.4.2 Any bookings adjusted must be completed within the same academic year as the cancellation. (Ending 31st August)

11.4.3

Number of Weekly Sessions booked on one invoice	Option to Reschedule to alternative date	% Refund	% Charge for alternative date	Full Refund
One off session	Yes	None	None	No
(2-11)	Yes	50	50	No
(12-24)	Yes	50	50	No
(25-39)	Yes	50	50	No
(40+)	N/A	100	N/A	Yes

11.5 EDU Lettings may give verbal or written notice of a decision to suspend or terminate the bookings of hirers at any point in the hire period. Suspension or termination of booking may be required on the following grounds:

11.5.1 Where the premises are closed for any reason.

11.5.2 Where the premises are in EDU Lettings' opinion unsafe to be used by the hirer.

11.5.3 Where there have been allegations of aggressive, improper, or challenging behaviour from the hirer or any of their group members.

11.5.4 Any reported usage of the facility that is deemed as unsafe or out of keeping with the values of the venue or EDU Lettings.

11.5.5 Any conduct that is likely to bring the venue or EDU Lettings into disrepute.

11.5.6 The contract between EDU Lettings and the venue being terminated. 1

1.5.7 Bookings may be adjusted or cancelled if the session value does not cover operating costs at any point in the year.

11.6 In the event of cancellation by EDU Lettings. EDU Lettings will not be liable for any other costs associated with

11.6.1 Loss of revenue

11.6.2 Loss of reputation

11.6.3 Any costs incurred by the hirer in the organisation or planning of the booking.

11.7 EDU Lettings operate in line with the academic year. We undergo a process of renewing clients each summer. This is known as our renewal window.

11.7.1 Where reasonable and practical EDU Lettings endeavours to rebook existing customers into their previous slots from the previous academic year. 1

1.7.2 Booking requests for the upcoming academic year that are lower in time used, weeks booked or lower in value will not be accepted during the protected renewal window.

12.NUISANCE

12.1 The hirer must not (and must ensure that any person entering the premises during the hire period does not) cause any nuisance or disturbance to EDU Lettings or neighbours.

13. ADDITIONS AND ALTERATIONS

13.1 The hirer will make no alterations or additions to the premises, including change or removal of furniture or the installation or removal of any fixings and fittings.

13.2 The hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the premises.

14. ASSIGNMENT AND SUB-HIRING

This hire agreement is personal to the hirer, and the hirer must not assign or sub-hire the whole or any part of the premises or allow any third party to occupy them unless agreed with EDU Lettings.

15. CHANGE OF CONTACT PERSON

The hirer agrees to notify EDU Lettings in advance if the contact person is to change and to change the name of the new contact person on the online booking platform. If the transfer of contact person does not correspond with a renewal of hire agreement, the new contact person will be required to agree in writing that they demonstrate they agree to these terms and conditions.

16. TERMINATION AND NOTICES

16.1 Types of bookings:

- One Off Clients (OOC) – These are clients who book between 1-11 consecutive weekly sessions.
- Short Term Block Bookings (SBB) – These are clients who book between 12-24 consecutive weekly sessions.
- Long Term Block Bookings (LBB) – These are clients who book between 25 – 39 consecutive weekly sessions...

• All Year-Round Clients (AYR) – These are clients who book between 40 – 52 consecutive weekly sessions.

16.2 Notice Periods:

• OOC – These bookings cannot be cancelled, amended, or changed.

• SBB – These bookings are eligible for up to 2 sessions to be rescheduled to the end of the booking period.

• LBB – These bookings are eligible for up to 2 sessions to be either rescheduled to the end of the booking period or can be cancelled.

• AYR – These bookings are eligible for up to 4 sessions to be cancelled or rescheduled to the end of the booking period and the whole booking can be terminated by providing 4 weeks written notice after the first 10 consecutive sessions have been completed.

16.3 Consecutive sessions cannot be cancelled.

16.4 EDU Lettings must be notified seven (7) days prior to rescheduling or cancelling sessions that are in line with agreement in 16.2.

Number of weekly sessions booked on one invoice	Option to Cancel Sessions		Option to Amend Sessions	Option to Cancel Remainder of booking
(0-11)	No		No	No
(12-24)	No		2 per booking	No
(25-39)	2 per booking	or	2 per booking	No
(40+)	4 per booking	or	4 per booking	4 Weeks written notice with 10 sessions completed.

16.5 4 weeks' notice is required to reduce the booking value by greater than 10% of its original value.

16.6 Sessions that form part of the notice period cannot be cancelled.

Any termination or notice given may result in additional charges due to different VAT treatment under Clause 16, after the date of the hire of the venue, we reserve the right to raise a further invoice to the hirer for any additional VAT payment due, such invoice to be payable within seven (7) days of the date of the invoice. At the discretion of EDU Lettings this could be offset against any other payments received from the hirer.

17. VAT

17.1 In line with HMRC guidelines on the provision of community lettings, EDU Lettings would like to draw attention to the following VAT key points that must apply to your bookings before an exception is given for any related sport/ activity bookings or space.

• Bookings must be for a minimum of 10 sessions over at least 10 weeks.

• Bookings must be on one invoice, generated in full at time of booking.

- Bookings must not have a gap of greater than 14 days at any point.

- Bookings must be for the same facility (A different pitch or court is acceptable) and the same venue.

17.2 EDU Lettings venues vary, and some will always incur VAT charges due to the unique tax treatment that applies to those venues. In this case, VAT will apply to all bookings, irrespective if the above terms are met, EDU lettings will communicate this upon booking.

18. DEPOSITS

18.1 If a deposit is requested prior to a booking. An Invoice will be generated in advance and must be paid 14 days prior to the booking. Any deposit payment not received will result in the termination of the booking.

18.2 The hirer accepts responsibility for all users within their booking and the deposit can be retained for damage, loss to the venue or facility by any group member.

18.3 Any loss, damage, additional cleaning, or time spent in a facility over the hire period will be removed from the deposit. Any funds left after losses will be refunded by BACS to the hirer within 14 days.

19. SWIMMING POOL

19.1 The hirer is responsible for having adequate public liability insurance suitable for their activity. A copy of the certificate must be uploaded at point of bookings.

19.2 Hirers must ensure that no person wearing outdoor footwear enters the pool area and no items that have had outside contact, including but not limited to prams, are allowed into the pool area.

19.3 The hirer will be provided a copy of the PSOP and current site risk assessment for the facility and must complete their own risk assessment for their activity. Which must have suitable and sufficient control measures in place for any risk identified in Edu Lettings Risk Assessment, The Pool's PSOP and the hirers risk assessment. This must be available and uploaded prior to bookings being agreed.

19.4 The hirer will ensure suitably trained individuals hold relevant qualifications such as The National Pool Lifeguarding Qualification (NPLQ) or National Rescue Aware for Teachers and Coaches (NRASTC) or equivalent. This must be available and uploaded prior to bookings being agreed.

19.5 Groups such as Sub Aqua, canoeing, or similar may utilize the existing rescue qualifications approved by their governing bodies such as BCU Canoeing rescue award or BSAC Lifesaver Award. Your use of these qualifications is to be addressed in your risk assessment

19.6 Training and CPD of all qualifications are the responsibility of the hirer and standards identified in your risk assessment must be made available upon request by Edu Lettings.

19.7 Lifesaving equipment present and available to you with your hirer is to be checked for suitability prior to the start of each booking. Lifesaving equipment must not be moved from its defined location in the PSOP unless being used for emergency lifesaving intervention.

19.8 EDU Lettings staff and management conduct Swimming Pool Safety Spot Checks on all pool clients at random. Names of staff supervising the pool will be checked against the document manager on your EDU Lettings account. You must ensure that all staff supervising the pool always have a valid NPLQ or NRASTC or equivalent on the document manager. If a session is found to be

running without a copy on the document manager, it will be stopped and no refund for loss of session provided.

20. OTHER

20.1 EDU Lettings may vary the terms and conditions of this hire agreement by giving the hirer 7 days' notice in writing of the variation.

20.2 The hirer must comply with any regulations and rules that EDU Lettings makes and notifies to the hirer from time to time governing the hirer's use of the Premises.

20.3 No illegal, indecent or immoral activity is permitted, and no betting, gambling, or gaming is permitted on the premises.

20.4 No sale of goods unless otherwise agreed, you must not use the premises for any auction sale, trade, business, or manufacture of goods.

20.5 The licence granted under this hire agreement is not intended to create the relationship of landlord and tenant.

20.6 A person who is not a party to this hire agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this hire agreement.

20.7 All bookings are accepted in line with our Vetting Policy, and a booking request is not a guarantee of acceptance until confirmed by EDU Lettings