



Lettings Policy

October 2024

Next review date: October 2026

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1. Definition of a Letting:

A letting may be defined as “any use of school premises (buildings and grounds) by either a community group, or a commercial organisation”. Lease agreements and after school clubs, which are provided by the school, are not subject to this policy. Use of the premises for activities such as staff meetings, parents meetings, Trust and Governing body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school.

2. Aims

We aim to:

- Make sure the school’s premises and facilities can be used, where appropriate, to support community or commercial organizations
- Allow the hiring of the premises without using the school’s delegated budget to subsidize this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school’s primary purpose of providing a high quality education to its pupils
- Promote the use of school premises by the wider community
- Ensure that all activities taking place on school premises reflect NET Academies Trust equalities and safeguarding policies and prevent any extreme views or activities.
- Ensure a range of activities for children and young people.

3. Areas available for hire

We have six schools within the Trust with various sizes of halls, playgrounds and school fields. Please contact the relevant school for further details, to book a visit, or look on the website for photos.

At Latton Green Primary Academy, a Training Room is available to hire. This area can accommodate 40 people and has access to an interactive whiteboard and kitchen facilities. The charge to hire this area is £25 per hour / or part thereof.

Abbotsweld Primary Academy
Partridge Road
Harlow
Essex
CM18 6TE
Tel: 01279 630 120
email: office@abbotsweld.netacademies.net

Jerounds Primary Academy
Pyenest Road
Harlow
Essex
CM19 5NJ
Tel: 01279 423 485
email: office@jerounds.netacademies.net

Katherines Primary Academy
Brookside
Harlow
Essex
CM19 5NJ
Tel: 01279 421 495
email: office@katherines.netacademies.net

Latton Green Primary Academy
Riddings Lane
Harlow
Essex
CM18 7HT
Tel: 01279 421 567
email: office@lattongreen.netacademies.net

Longwood Primary Academy
Paringdon Road
Harlow
Essex
CM18 7RQ
Tel: 01279 866 155/149
email: office@longwood.netacademies.net

Waltham Holy Cross Primary Academy
Quendon Drive
Waltham Abbey
Essex
EN9 1LG
Tel: 01992 713 191
email: office@whc.netacademies.net

4. Charges for a Letting and Cancellations

The charge for a letting covers the following:

- Heating and Lighting
- Administration
- Wear and tear
- Staffing (Opening and closing of the premises)

The charge for a one hour letting, or part thereof, is £25, which means this is the minimum charge. If a security company is required to open or close the school premises then the minimum charge is for 2 hours; this is to cover the associated additional costs.

All regular hires will be invoiced monthly in advance and must be paid within 14 days. Larger one-off hires will be invoiced for a 20% non-refundable deposit, then the balance one month ahead of the event date.

We may decide that certain organizations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school or to build up a clientele in the first stages of a new letting.

4.1 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 5 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

4.2 Review

The revenue raised from hiring out will be reviewed by the Trust Finance Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

5. Application process

In the first instance, when the school office receives an enquiry regarding a potential Letting, they will provide the hirer with a copy of the Lettings Policy and inform them the 'Hire Request Form' is within the policy and should be completed and returned to the school office for approval.

The school office will contact the potential hirer with the decision as to whether the application has been approved. If the request is approved, the school office will request documentation (including Public Liability Insurance, relevant qualifications, risk assessments etc.). The Finance Team will provide details of how to submit payment. The school office will send to the hirer a letter of confirmation as to the date(s) of the letting and charges. All documentation must be received 10 days before the Letting commences.

On the first day of the Letting, the School Office will provide the hirer with a Lettings Pack, which includes information on the Emergency Evacuation Procedures, Map of School, and Risk Assessment etc. (See Appendix 3). If the Letting is within school hours or there are pupils still on site, the school office will check the original DBS Certificate and ID for all individuals and record the details on their Single Central Record, if appropriate.

The school office will complete the 'Letting Process Checklist' to monitor and record the application process (See Appendix 1)

We reserve the right to decline any applications at our absolute discretion, in particular where the organization does not uphold the values of the school, or reputational damage may occur.

6. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the hirer.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this license.
4. The hirer shall not sub-license any of the premises under the license.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the license, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the license.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school staff or pupils from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the license.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the license shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the license.
12. Any cancellations by the hirer received with less than 5 days' notice will not be refunded.
13. Any cancellations by the school made with at least 5 days' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. Failure to comply with this requirement will result in the hirer being charged the full cost to return the premises to a clean and tidy condition ready for pupil use.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the license and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the license or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.

20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's Lettings policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the license.
23. No animals / pets are permitted on the premises, including external areas, without the permission of the Head of School.
24. Smoking is not permitted anywhere on the premises.
25. The hirer is not allowed to bring or permit to be brought onto the premises illegal substances.
26. The hirer is not allowed to bring or permit to be brought onto the premises intoxicating liquor without permission of the Head of School.
27. The hirer must not permit or bring on to the premises any articles of a flammable, explosive, dangerous, noxious or offensive nature.
28. The hirer must not use the Trust's or school logo or refer to the Trust or school in their promotional literature, without the written permission of the Chief Operating Officer.
29. This license shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this license.

7. Safeguarding

We are dedicated to ensuring the safeguarding of our pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

8. Health and Safety

Fire doors and doors fitted with automatic closures must not be interfered with by the hirer. The hirer shall keep every corridor, passage, entrance and exit of the premises clear of obstruction and ready for use in an emergency.

The hirer shall comply with all the Health and Safety regulations of the Trust.

The hirer should familiarize themselves with the location of the nearest telephone for use in emergencies or have use of a mobile telephone.

The hirer should notify the school of any accident by completing the relevant accident form (Appendix 5).

8.1 School Equipment

School equipment can only be used if it is requested on the initial 'Hire Request Form', and if approval has been given. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

8.2 Hirer's Equipment

The hirer should state on the initial 'Hire Request Form' any equipment that they intend to bring onto the premises. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good repair. The intention to use any electrical equipment must also be notified on the

'Hire Request Form' and all equipment brought onto the premises must be removed from the premises at the end of each letting session.

All electrical equipment must have been PAT tested in the last 12 months, and be visually inspected by the Site Manager prior to use.

8.3 Car parking Facilities

Subject to availability, the hirer and other adults/attendees may be able to use the school car parking facilities. This depends on which school is undertaking the letting as some of the schools do not have visitor car parking facilities. The Trust does not accept any responsibility in terms of damage, theft or loss of any car left in the car park during this period (this includes belongings left in the car).

8.4 Toilet Facilities

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

8.5 Food and Drink

No food and drink, apart from rehydration fluids, may be prepared or consumed on the property without authorization from the Head of School, in line with current food hygiene regulations.

8.6 Restricted Access

The school will ensure that all areas containing personal data are secured in accordance with the GDPR Regulations 2018. The hirer will not be given access to the school's Wi-Fi / internet in accordance with the Trust's e-safety policy.

9. Political Purposes

NET Academies Trust will not let its premises for political purposes.

NET Academies Trust also takes its responsibility to prevent radicalization seriously and will therefore not let its premises to any groups judged to be encouraging radicalization.

The Head of School should consult NET Academies Trust in the event that a letting is sought, for non-political purposes, by any of the following:

- A political party, or any organization registered as a political party under Section 22 of the Political Parties, Elections and Referendums Act 2000.
- Any person registered as a candidate in any election or by-election to a governmental position. A non-exhaustive list of governmental positions can be found at in Appendix 1 of this policy.

NET Academies Trust shall allow the letting of the academy for political activities related to the functioning of UK democracy, such as a polling station.

10. Associated Documents

- NET Academies Trust Child Protection Policy
- NET Academies Trust Health and Safety Policy
- Risk Protection Arrangement (RPA): Hiring of Academy Premises Guidance

11. Appendices

Appendix 1: Letting Process Checklist

Appendix 2: Hire Request Form

Appendix 3: Lettings Pack

Appendix 4: New Customer Form

Appendix 5: Accident Form

Appendix 1

Lettings Process Checklist

For completion by School Office

Name of Academy:	
Hirer Name / Name of Club:	

Lettings Process	Action By Whom	Completed (date)
The School Office receives a Lettings enquiry and provides the potential hirer with the Lettings Policy and Hire Request Form for completion.	School Office	
School Office arranges for the hirer to visit the premises to view facilities and check requirements.	School Office	
The potential hirer returns the completed form to the School Office	Hirer	
The School Office refers the form to the Estates Manager for review form and liaises with the Head of School and Site Manager as to availability of the premises and staff for opening/locking up. (NB It is possible for a Security company to be engaged to lock and unlock, subject to availability, and at a cost to the school.	Estates Manager	
If it has been agreed to proceed (on the basis that all relevant documentation will be in place), the Estates Manager will inform the following people of confirmation of the letting and details as to days / times and charges (Hire Request Form): - School Office - Site Manager - Finance Team - Hirer	Estates Manager	
Hirer is advised that application to hire premises has been approved and informed of documentation which must be provided	School Office	
Hirer provides the school with all relevant documents, 10 days before Letting commences : - Public Liability Insurance (minimum £5 million) - Details of First Aider(s) - Qualifications - Letter of Assurance (Safeguarding) - New customer form	Hirer	
Once new customer form has been received, the Finance Team send details to hirer as to how to make payment.	Finance Team	
The School Office receives and checks all documentation:	School Office	
Public Liability Insurance		
Details of First Aider(s)		
Qualifications		
Letter of Assurance (Safeguarding)		
New customer form		
Risk Assessments		

Lettings Process	Action By Whom	Completed (date)
The School Office sends confirmation to Estates Manager, Site Manager and Finance Team that all documentation has been received and checked and the confirmed date for the Letting to commence.	School Office	
The School Office sends the hirer a letter of confirmation	School Office	
The School Office provides the hirer with the Lettings Pack on the first day of the Letting.	School Office	
The School Office checks DBS on first day of arrival together with Identity checks, i.e.: Passport/Driving licence.	School Office	
SCR to be updated with details of hirer (if appropriate)	School Office	
For regular hirers, Site Manager informs Finance team monthly in advance of proposed dates of hire so that invoices may be issued	Site Manager	Ongoing
For regular hirers, School Office to diarise to obtain up to date Public Liability insurance on renewal each year	School Office	Ongoing

Appendix 2:**Hire request form**

Before filling out a request form, please familiarize yourself with our Lettings Policy and terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact the School Office.

Name of applicant/organization and company number (where applicable)	
Applicant contact details	Contact Name: Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organization	
Part of the premises requested to be hired	
Date and time of hire (please complete for each day of hire)	Date: Start Time: Finish Time:
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks, term time only)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's Lettings policy.

Signature:

Name:

Date:

Please return this form via email to the school office (see below for each school). We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be provided.

School	email address
Abbotsweld Primary Academy	office@abbotsweld.netacademies.net
Jerounds Primary Academy	office@jerounds.netacademies.net
Katherines Primary Academy	office@katherines.netacademies.net
Latton Green Primary Academy	office@lattongreen.netacademies.net
Longwood Primary Academy	office@longwood.netacademies.net
Waltham Holy Cross Primary Academy	office@whc.netacademies.net

Appendix 3:**Lettings Pack**

This Lettings Pack must be given to the hirer before the letting commences. Below is a list of the contents and it is the responsibility of the Office Manager to ensure that it is updated as and when required. The pack should be returned to the school, when the period of hire has ended.

• Lettings Policy
• Emergency Evacuation Procedure
• Location of First Aid Boxes / Defibrillators
• Accident / Incident Record form
• Emergency Contact Numbers
• Map of School
• Term Dates
• Details of any known hazards in school
• Lettings Generic Risk Assessment
• Child Protection Policy

Appendix 4:**New Customer Form**

NAME OF CUSTOMER	
ADDRESS	
POST CODE	
TELEPHONE NUMBER	
VAT NUMBER	
COMPANY NUMBER	
CONTACT NAME	
EMAIL	

Please return the completed form to:

orders@harlow.netacademies.net

Appendix 5

Accident Form

ACCIDENT/INCIDENT RECORD			
Incident Details			
Date of Incident		Time of Incident	
Academy		Location of the Incident	
Name of Injured person		Role in NET / Contractor / Visitor	
Description of the Incident			
Description of the incident, what damage occurred and what injuries were sustained (if any)? Include any photos, drawings etc.			
How did the accident/incident happen (give cause if you can)			
What activities/tasks were being carried out at the time of the accident?			
Please sign below to confirm that the information given above is accurate.			
Signature:		Date:	

ACCIDENT/INCIDENT INVESTIGATION REPORT				
Person conducting this report/investigation				
Name		Role in NET		
Description of the Incident				
Type of incident (please delete as applicable)	Lifting/Handling Fall from height/stairs Contact with electricity Near miss incident Property loss/damage Equipment failure/misuse Falling objects Hot/cold contact Physical assault Other (please specify) _____ Slip/trip/fall Road traffic accident Fire Cut with sharp object Chemical exposure Hazardous substance Machinery in operation Physical contact (not assault) Struck against/by _____			
What type of injury/injuries occurred? Delete as applicable	None	Minor	Moderate	Major
	Over 7 day injury			
	Part of body _____			
Type of injury? Delete as applicable	Abrasion Amputation Bruise Burn/scald Sprain/strain Other (please specify) _____ Fracture/dislocation Laceration Pain Crush/internal injury Swelling			
Type of treatment given? Delete as applicable	None required Ambulance Called First Aid Sent to Hospital			

	Accompanied to Hospital	Advised to see GP/OH	
First aiders comments:			
Were witness statements taken? If so please attach	Yes / No Witness name: Position: Witness name: Position:		
Cause of the Incident?			
What were the immediate causes? (Unsafe acts or Unsafe conditions causing the event)			
What were the root causes? (System and social pressures, organizational/job factors causing the event)			
Was there a risk assessment covering the activity/task being undertaken?	Yes (please attach copy) No (please review your current risk assessments)	Was the person trained and competent to carry out this activity?	
Is the incident RIDDOR reportable?		If so, when was this reported? And by whom? HSE Notification number:	
Corrective and Preventative Action			
What preventative actions are being taken? Delete as applicable	Additional training Training procedures Modifying existing systems of work Repair to premises Review risk assessment Review maintenance No further action required Other: (please specify)		
Action	By whom	By when	Completed
Date investigation completed: Signature: Date: Job title:			