



# Lettings Policy

Audience:	Public and prospective lettings client Current lettings clients Local Governing Bodies Trustees Regional Boards
Approved:	Local Governing Body (LGB) – Dec 2019
Other related policies:	Safeguarding & Child Protection Policy Health & Safety Policy
Policy owner:	School Business Manger
Policy model:	Trust & School Developed Policy
Review:	Every three years (Dec 2022)
Version number:	1.0 (December 2019)

It is the policy of REAch2 Academy Trust and the Governors of the Palmer Academy to make the facilities of the school available for the benefit of the local community without detriment to the school or its site, although the use of the premises for school functions will take priority over lettings. To this end groups and individuals may hire certain aspects of the school's facilities, subject to availability and in accordance with the terms and conditions for hire as determined by the School Governors.

The Governors delegate the day to day decision making to the head teacher or his/her representative, who will arrange for the necessary accounting and administrative procedures in accordance with **REAch2 Academy Trust's Financial Regulations**.

The Governing Body reserves the right to refuse application to hire the premises.

### **CHARGES**

Charges will be agreed by the Governing Body and reviewed in March for implementation on 1<sup>st</sup> April each year. The type of user and proposed function will determine the level of charges.

- (a) For groups using the school for a regular letting (at least 4 times per term booked in advance) and which continue over at least two school terms
- (b) For single functions and lettings which take place less frequently than 4 per school term
- (c) For Groups registered with the appropriate local authority Youth and Community Service

Governors reserve the right to apply discretionary measures which in their opinion are appropriate to the circumstances

Facilities available and hire charges are listed on the attached hire charge sheet.

VAT is payable on equipment with the exception of tables, chairs and sports equipment.

### **INSURANCE**

All users (including Youth and Community Groups) must carry sufficient insurance (currently £5 million public liability). Hirers must produce evidence of such insurance prior to the event.

### **APPLICATION TO HIRE**

An application to hire form is attached and should be completed and returned to the school at least 14 days prior to the proposed date of hiring.

Confirmation or otherwise of the booking will be given in writing within 7 days of receipt of the application to hire form.

Detailed terms and conditions are included in the application hire form and the hirer will be expected to strictly comply with these.

The school premises will not be let for functions where a Public Entertainment Licence is required.

The school is not able to provide facilities for weddings, birthday parties, discos (other than those organised by the school for its pupils or parents) and similar functions.

In order to cause the minimum of inconvenience locally any lettings within the school must finish 11pm. Users must vacate the premises and school site by 11pm and any music etc. must be terminated by 10.30pm.

### **PAYMENT**

With the exception of regular lettings, a deposit, refundable after the letting, may be requested on booking.

For single event lettings payment will be required at least 7 days before the event is due to take place.

Regular lettings will be invoiced termly and payment is required within 14 days.

Items subject to VAT WILL BE SHOWN SEPARATELY ON INVOICES.

### **SCHOOL'S REPRESENTATIVE**

The school's representative will unlock and lock the premises but will be available, otherwise, only in the event of an emergency. Hirers should liaise with him/her concerning specific requirements such as setting out chairs, equipment etc.

The school's representative has authority to take any necessary action to protect the school's interests during any particular letting.

### **Condition of Premises**

Hirers are required to clean and tidy the premises at the end of the letting and leave premises and equipment in the condition in which they took it over. The school reserves the right to charge for cleaning or to deduct these costs from the deposit.

### **SMOKING**

The school operates a strict **NO SMOKING POLICY**. Anyone attending a function is not permitted to smoke anywhere within the confines of the school building or on any of its grounds or fields



## HIRE CHARGES FOR THE FINANCIAL YEAR 2019/2020

### REGULAR LETTINGS

(at least 4 per term)

<b>Facility available:</b>	<b>Cost per hour</b>
School Hall	£ 55
Classroom	£ 45

### SINGLE EVENT LETTINGS

<b>Facility available:</b>	<b>Cost per hour</b>
School Hall	£ 60
Classroom	£ 50

### SCHOOL FIELD – NO LIGHTING

½ Pitch per hour	£ 25
Full Pitch per hour	£ 50

BASKETBALL COURT £25

NETBALL COURT £25

PLAYGROUND £25

**Community Groups:** Contact the School Business Manager

**Use of Hall Projector & Sound System:** £60 plus V.A.T.

**THE PALMER ACADEMY**

CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, FIRMS AND COMPANIES.

**CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE REACH 2 ACADEMY TRUST (ACTING BY THE SCHOOL) AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE ACADEMY TRUST FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.**

IN CONSIDERATION OF **THE PALMER ACADEMY** AGREEING TO LET ME

NAME	
ADDRESS	
POSTCODE	
TELEPHONE NO	
FACILITIES (state your requirements/rooms/hall/accommodation/etc)	
Plus (where applicable) any additional equipment (e.g. Radio/TV/Shower facilities etc. Please specify)	
FOR THE PURPOSE OF (State Purpose of Letting)	
Date from:	Date to:
Times	
FROM (Insert Times) ..... to..... IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES.	
VAT:            Yes <input type="checkbox"/> No <input type="checkbox"/>	
I HEREBY AGREE TO TERMS AND CONDITIONS ON REVERSE OF FORM.	
SIGNATURE OF HIRER (where hirer is an individual) OR AUTHORISED SIGNATORY (where hirer is a firm or company)	
DATE	
POSITION	
WITNESSED BY:	
Witness signature:	

ADDRESS OF WITNESS
POSTCODE
OCCUPATION

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to: If the hirer is a firm this Agreement must be signed by a partner of the firm. If the Applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to the School at least 7 days before the proposed date of letting.

### **TERMS AND CONDITIONS**

1. To hire and use the said accommodation/equipment in accordance with the School's lettings policy and conditions and charges which I confirm that I have seen and read.
2. That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand.
3. That I have read, understood and shall observe and fulfil all the following Conditions:
  - A. I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.
  - B. Seven clear days' notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge.
  - C. VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.
  - D. I will ensure that a responsible person will be present on the premises at all times during the period for the letting.
  - E. I accept full responsibility for the damages to or theft of the School's and REAch2 Academy Trust's property occurring during the period for which the premises are hired.
  - F. Any cleaning undertaken which, in the opinion of the officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
  - G. The School and REAch2 Academy Trust accept no responsibility, whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting.
  - H. If I discover a hazard in regard to access to School premises or the equipment to be used I shall take action to make the School's representative aware of the hazard.
  - I. I agree that no equipment will be used without the prior approval of the Headteacher of the School or the School's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel.
  - J. I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of the fire will also be studied and the information passed on by me to the users and any other person concerned.
  - K. I shall indemnify the School and REAch2 Academy Trust against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate from the use of the swimming pool by myself apart from

claims and actions arising through the negligence of REAch2 Academy Trust, its servants or agents, the School or its Governing Body.

- L. I further agree to effect third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or personal injury or death of any person whatsoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis: -
  - a. Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £5 million;
  - b. Accidental damage caused by fire to the premises on hire - £5 million
  - c. Accidental damage caused to the premises on hire other than fire - £10,000