

# The Crabtree Academy Trust

Crabtree Lane, Harpenden, Herts. AL5 5PU



## Lettings Policy

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<b>Name/Title of responsible committee/individual:</b>	Resources Committee
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<b>Target audience:</b>	School Office Staff, Site Managers, Headteachers, Governors, Hirers

The governing body shall conduct the school with a view to promoting high standards of learning, attainment and care.

Crabtree Academy Trust is committed to eliminating discrimination, advancing equality of opportunity and fostering good relations between different groups. These factors were considered in the formation and review of this policy and will be adhered to in its implementation and application across the whole school community.

The Crabtree Schools will promote the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs and will actively challenge any member of the school community expressing opinions contrary to fundamental British Values, including 'extremist' views.

Version	Date Approved by Resources Committee	Notes	Date of Review
V1.0	03/03/2015		
V1.1	20/04/2015	Amendment to para 3.7 to allow for deposit or payment in full for casual hires and revised T&C	
V1.2	29/04/2015	Removal of Appendix 4 (VAT on lettings)	
V1.3	N/a	Inclusion of PREVENT in 3.1	
V2.0	28/02/2018	Removal of policy administrator reference and amendment of 2.1 for headteachers responsibility for review of policies. No other material changes	Feb 2021

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# 1 Purpose and Scope of Application

The primary purpose of the Trust site is to facilitate the education of pupils attending Crabtree Infants' and Crabtree Junior Schools. However, the Board recognises that its school premises are a valuable resource and encourages the letting of the schools' facilities:

- to provide a service to the local community, and
- as a means of generating additional income for the schools.

Public lettings during the school day are not considered appropriate and will not be authorised with the exception of directed lettings, such as use of the schools for polling.

This policy applies to requests for use of school premises on weekdays after school, at weekends and during the school holidays. The schools' normal activities and operation will always take precedence over lettings.

# 2 Arrangements for Monitoring and Review

The Resources Committee shall be responsible for periodic review of the register of bookings.

The Resources Committee will review annually the standard rates of hire and receive reports on lettings where the Headteacher has negotiated a different rate

Income from lettings shall be reported annually to the Resources Committee.

New regular lettings shall be reported to the Resources Committee as they arise.

## 2.1 Policy review

This policy will be reviewed every three years or earlier at the request of the Directors or in the event of changes to statutory or non-statutory guidance.

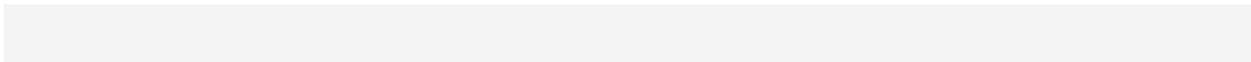
Review and approval of the policy is delegated to the Headteachers with support from Resources Committee if required.

# 3 Policy

All requests for hire of school premises shall be considered and it is the Trust's policy that, subject to the provisions of this policy statement, whenever it is reasonable and practical, use of the schools' physical resources outside normal school hours by members of the local community or other third party groups shall be permitted.

## 3.1 Premises for hire

Our school is committed to supporting the Government's Prevent Strategy by following our safeguarding policy, we identify risk and work with local partners to prevent radicalisation and terrorism. We will not hire or let the school to any party, individual or group that we feel would be in conflict with our duty under the Prevent Strategy. Any organisations or individuals wishing to hire the School will be 'open source' checked to confirm that they do not have any extreme or radical views. This requirement will also be included in any Letting Agreements.



In the interests of minimising disruption to the operation of the schools, applications for hire will usually be restricted to use of the hall and/or dining hall and the playground/sports field.

Requests for use of working classrooms (other than by the Parents' Association, for the school fair, for example, and for community classes) must be approved by the class teacher and Headteacher.

Applications for use of the school kitchens will not normally be granted but must be referred to Herts Catering and if use of kitchen facilities is agreed, hirers must refer to the Herts Catering Food Safety Policy:

([http://www.thegrid.org.uk/info/healthandsafety/documents\\_manual/food%20\\_safety\\_policy.pdf](http://www.thegrid.org.uk/info/healthandsafety/documents_manual/food%20_safety_policy.pdf)).

### **3.2 Delegation**

The Directors delegate to the Headteachers the right to accept or decline a booking.

In deciding whether or not to permit the letting of school premises, the Headteacher shall have regards to the nature of the hire and the reputation of the hirer, the likelihood of any damage being caused to the premises and any nuisance that may arise as a result of accepting the booking.

### **3.3 Administration**

The School Office staff are responsible for administering lettings of school premises and have authority to make firm bookings for established or approved hirers for times when the facilities are expected to be available. Requests from new hirers or for lettings at a potentially difficult time must be referred to the Headteacher. All requests for weekend bookings must be referred to the Headteacher.

Where one school is unable to fulfil a lettings request, the letting will be referred to the other school, to maximise letting opportunities across the Trust.

The Headteacher reserves the right to cancel any booking which in his/her opinion conflicts with the normal operation of the school or where appropriate security or supervisory arrangements cannot be made. However, the schools will never seek to cancel a booking unreasonably.

### **3.4 Terms and conditions**

The standard terms and conditions of hire are set out in *Appendix 1*.

All hirers shall be given a copy of the terms and conditions, together with a booking form (*See Appendix 2*). The form must be completed and returned to the School Office, signed by a responsible person for the hirer, at least one day prior to the letting.

For each new let, the school will enter into a lettings management agreement with the hirer (*See template in Appendix 3*).

Hirers are obliged to comply with all legislation relevant to their use of the school, including that pertaining to health and safety, liquor licensing, gambling, public entertainment and copyright. They are also required to show consideration for the school's main function and not to behave in a way that might disrupt the school's normal activities.

Smoking is not permitted anywhere within the school premises or grounds.

Hirers should be made aware of the school's strict 'No Nuts' policy.

### **3.5 Security**

For any letting it is essential that either the Site Manager be in attendance to unlock and lock up or that the keys to the premises be in the hands of a person approved by the Headteacher, such person to be responsible for the restoration of the facilities used and for locking up securely. Additional keyholders must be added to the log maintained by the Site Manager.

### **3.6 Hire charges**

Lettings for non-school activities that require subsidy from any Trust budget shall not be authorised.

All lettings will be subject to a minimum charge of one hour and the time on which the fee for hiring is based will be rounded up to the nearest fifteen minutes.

The Resources Committee shall determine the hourly rate to be applied per room but the Headteacher has delegated authority to negotiate terms for holiday lettings over more than one day and lettings which use multiple rooms. In addition, at the discretion of the Headteacher, discounted rates may be offered to regular hirers where no Site Manager presence is required or where termly letting fees are paid in advance.

In addition, a reduced hire charge may be made in the following circumstances:

- The Parents' Association shall be exempt from charges for their use of the school and will have priority booking over other third party hirers.
- Where the Headteacher considers that a letting is in the interests of the community, particularly where the proposed letting is for the purposes of providing extra-curricular activities for pupils of the school of an educational, recreational or cultural nature, or the request for hire is from a charitable organisation, he may, at his discretion, apply a discounted rate of hire, subject to all direct costs being covered.

All deviations from the standard rate of hire must be reported to the Resources Committee.

VAT at the standard rate will be levied where appropriate (*see Appendix 4*).

Hirers shall be given a minimum of one month's written notice of the school's intent to increase the hiring charge.

### **3.7 Invoicing**

Where payment is requested in full to secure the booking, an invoice will be raised on receipt of the payment. Otherwise, invoices for casual hires will be normally be raised a minimum of two weeks prior to the event taking place with full payment due ten days before the date of the hire.

For regular hirings, invoices will be raised by the School Office in advance (usually termly or half-termly) even though agreement may be made to settle these monthly in arrears. This will enable all invoices for a financial year to be raised prior to the year-end in question and all outstanding income to be identified for the accruals in the year-end accounts.

All income received is collected through the School Office. Payment by BACS is encouraged.

In the event of the school needing to cancel an agreed letting, the Trust will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit

### **3.8 Public Liability Insurance**

No hiring should proceed unless there is adequate Public Liability Insurance. One-off hirers will automatically be charged for public liability insurance at a rate of 10% of the booking charge to enable cover under the school's own Annual Cover arrangements, unless evidence of the hirer's own insurance (minimum cover £5 million) is provided to the School Office prior to the letting. A photocopy of the insurance schedule will be kept for the school's records.

Regular hirers *must* provide evidence of their own Public Liability Insurance cover.

### **3.9 Time of functions**

In general, lettings will not be accepted for functions running beyond midnight. Lettings will also only be accepted if the school can be satisfactorily restored to its

normal operating profile in time for the next school day, without placing an unreasonable burden on the Site Manager or any other responsible member of staff or governor. Hirers will be expected to leave the school in a clean and tidy state, with furniture returned to where they found it.

### **3.10 Maximum numbers**

The maximum number of persons occupying either school hall is restricted to 200.



# CRABTREE ACADEMY TRUST

## Appendix 1:

### Conditions of Letting of School Premises

These conditions should be read in conjunction with the lettings management agreement.

1. Persons/groups hiring the school premises shall use only those rooms, facilities and equipment as agreed when the hire arrangements are made.
2. Hirers are expected to leave the school in a clean and tidy state, with furniture returned to where they found it. Consideration for the school's neighbours must be shown when arriving at and leaving the school's grounds
3. If use by the hirer occasions any extra cleaning or caretaking duties, a Site Manager charge will be added to the invoice at a rate of £10 per hour. Damage or breakages must be reported to the school and the cost of repair/replacement will be invoiced to the hirer.
4. Smoking is not permitted anywhere within the school premises or grounds.
5. Animals (other than guide dogs) are not permitted within the school premises or grounds.
6. Hirers are asked to make all users aware of the school's strict 'No Nuts' policy. Due to a number of pupils who have life-threatening nut allergy, no nuts or products containing nuts are allowed in school.
7. For casual hires, payment is required at the time of booking to confirm the hire. The school may request either a deposit of 10% of the hire fee or payment in full.  
  
For regular hirings, invoices will be raised by the School Office in advance (generally termly or half-termly) even though agreement may be made to settle these monthly in arrears.
8. In the event of the school needing to cancel an agreed letting, the school will not be liable for any claim for compensation (financial or otherwise) other than the return of any monies received. A minimum of seven days' notice shall be given (14 days for regular lets), except in *force majeure*
9. The maximum number of persons occupying the school hall is restricted to 200.
10. The hirer must ensure emergency exits are unlocked and free from obstruction at the commencement of each session. For hirings of the hall, the emergency exits are via the main entrance, external dining room door, or back door on to the playground.
11. In the event of fire or other major incident requiring evacuation of the building, the hirer shall:
  - a) Operate (impact) the nearest fire bell.
  - b) Call the fire brigade and other emergency services as required.
  - c) Evacuate the building – the fire assembly point is in the playground, next to the playing field. The person in charge should confirm by roll call/register that all persons are accounted for.
  - d) Contact emergency contact numbers given overleaf.No one should be permitted to re-enter the building unless cleared to do so by the emergency services.
12. Location of main services for the premises are on display in the main entrance

13. Security (for unsupervised lets)
  - a) At the initial hiring, details of the alarms & keys will be explained and emergency contact details provided. Key and code information is strictly confidential. The key holder will sign for both key details and security code. The code is changed periodically and the key holder will be informed.
  - b) All doors and windows opened by the hirer must be closed upon departure and locked.
  - c) In the event of the school's security contractor being called to attend the school as a result of the hirer's failure to secure the premises properly, the call-out charge will be invoiced to the hirer.
14. Any complaint in respect of the hire of premises should be addressed to the Headteacher.



**CRABTREE ACADEMY TRUST**

**Appendix 2:  
Application to Hire School Premises:  
Crabtree Infants' School / Crabtree Junior School**

<b>CONTACT NAME:</b>							
<b>COMPANY NAME:</b>							
<b>ADDRESS:</b>							
<b>TELEPHONE NUMBER:</b>							
<b>EMAIL ADDRESS:</b>							
<b>NATURE OF HIRE:</b>							
<b>DATES REQUIRED</b>							
<b>DAY(S) OF THE WEEK REQUIRED: (please tick)</b>	MON	TUE	WED	THURS	FRI	SAT	SUN
<b>TIME REQUIRED:</b>							

	<b>HIRE TIME</b> (to include preparation and clearing time)		<b>FOR OFFICE USE</b>	
	FROM	TO	CHARGE £	VAT £
HALL				
CLASSROOM(S)				
DINING ROOM				
PLAYGROUND				
PLAYING FIELD				
TOILETS				
	<b>TOTAL</b>			
* The hirer is required to hold Public Liability Insurance. If a copy of the cover note is not produced <u>prior</u> to the hiring, the school will arrange cover and a 10% charge will be made.	<b>*HIRER INSURANCE FEE (10%)</b>			
	<b>TOTAL VAT</b>			
	<b>TOTAL CHARGE</b>			
	<b>10% DEPOSIT (if required)</b>			
	<b>BALANCE PAYABLE</b>			

I wish to apply for the use of the accommodation shown above. I have read the Conditions of Letting, which I accept on behalf of the organisation named above. I agree to pay the charge agreed at the time of hire. NB For ongoing bookings, the school reserves the right to vary the rate of hire with a minimum of one month's notice. The rate of VAT payable (if applicable) will be the rate of VAT in force at the tax point date.

I am over 18 years of age.

Signed..... Date .....

Name .....  
[IN BLOCK CAPITALS]

## Appendix 3: Hiring Premises Management Agreement

[This appendix provides the broad outline for a Hiring Management Agreement but is to be customised by the school to suit the agreed use of premises and any specific terms and conditions. General T&C in 2-11 can be left 'as is' with Para 1 personalised for the hire in question]

It is agreed by both parties this Hiring Management Agreement is put in place to ensure the smooth running of the whole site. Both parties duly agree to abide by the provisions detailed below.

This document supplements the Trust's general Conditions of Lettings document; where terms differ, the arrangements set out below will apply.

This agreement is made on DATE and will be valid for XX Months unless terminated before DATE (End date)

**Agreement between:**

**School, address, contact details**

**Hirer, address, contact details**

### 1. USE OF PREMISES

Description of use of premises

- Access (including rooms to be used or out of bounds)
- Security of premise (keys & alarms)
- Hours of usage (to include set up and Cleaning)
- Cleaning
- Equipment (including safety checks)
- Car Parking (specific arrangements)
- Food & Drink

Rates and Charges

- Hourly / Day rate
- Free of charge?
- What this does and doesn't include (see below)

Safeguarding (for lets during school hours)

- Chaperoning to/from school premises
- Safeguarding policy to be sent to school
- All hirers to have Enhanced DBS and not disqualified by association

Emergency contact

- In the event of any queries, or problems arising regarding security, please contact the [Site Manager] or [Headteacher]. [Phone numbers to be added here.]

### LETTING TERMS AND CONDITIONS

#### 2. Premises

- 2.1 Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect.

- 2.2 Documents and equipment should not be touched and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 2.3 The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes.
- 2.4 At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition and to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- 2.5 Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to *in writing* by the school at least 7 days in advance of the let.
- 2.6 The minimum letting period shall be one hour.
- 2.7 Consideration must be given to local residents with regard to noise and car parking
- 2.8 Any lettings may be subject to a trial period of three months

### 3. Financial Arrangements

School will set the charge within the following principles:

- 3.1 Booking time must include any time required by the hirer to set up or break down the event.
- 3.2 Lettings will include the cost of the Site Manager's attendance (if applicable), heating & lighting, wear & tear and administration.
- 3.3 Hirers will be given a minimum of 28 days' written notice of School's intent to increase the letting charge.
- 3.4 Charges will be reviewed annually.

#### 3.5 EITHER

Deposits: For casual lets, or first-time regular hirings, a minimum deposit of 10% will be required at the time of application to confirm the hire. Invoices for casual hires will be raised a minimum of two weeks prior to the event taking place and the balance of payment should be payable no later than 10 days prior to the hiring taking place. For bookings made less than two weeks before the date of hire, payment will be required in full at the time of booking. Failure to make payment a minimum of 48 hours before the date of hire will result in the hiring being cancelled and the deposit forfeited.

OR

For casual lets, payment will be required in full at the time of application to confirm the hire and an invoice will be raised on receipt of the payment. For new regular hires, the first period invoice must be paid in full to guarantee the booking.

- 3.6 VAT will be charged as required, in accordance with VAT rules.
- 3.7 In the event of the school needing to cancel an agreed letting, the school will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received. A minimum of seven days' notice shall be given, except in *force majeure*.
- 3.8 If the school's security contractor is called to attend the school as a result of the hirer's failure to secure the premises properly, the call-out charge will be invoiced to the hirer.

### 4. Insurance

- 4.1 All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to School before this agreement is signed.

- 4.2 In the event of loss or damage to Crabtree Academy Trust property, the hirer will be liable to an excess of £250 relating to each and every claim arising from their hire of the premises
- 4.3 In the event of claims arising from the hire of Crabtree Academy Trust premises the hirer will not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Headteacher.

## **5. Regulations**

- 5.1 All persons hiring/using the premises will be expected to conform to relevant Health & Safety regulations and will be required to follow the instructions of the Site Manager, or his representative, at all times.
- 5.2 The hirer is responsible for obtaining all licences pertaining to the hire, e.g. for the performance of music or the sale of alcohol. This is not the responsibility of Crabtree Academy Trust.
- 5.3 Smoking is not allowed on site at any time.
- 5.4 A representative of the organisation utilising the premises must complete a risk assessment form for the activity to be carried out and return it to **School**. The risk assessment form must state the maximum number of people who will be on site.

## **6. Cancellation and Termination**

- 6.1 The main priority for **School** is the provision of education for its pupils and the fulfilment of obligations to its parent body. Therefore school events will take priority over the letting and the school reserves the right to cancel the hire for any particular date within the period of hire covered by this agreement. The minimum notice period in the event of such cancellation is 14 days.
- 6.2 In the event of breach of agreement, **School** reserves the right to terminate the agreement with immediate effect
- 6.3 For termination by the Hirer, the notice period will be 7 days for a single event and 14 days for a regular booking, Failure to notify the school in writing within 7 days will render any fees paid non-refundable. Should any fees due not have been paid prior to cancellation and notification of cancellation is either not made or is made outside the required notice period, the full hire charge will remain payable – unless the school is able to re-let the premises to another party.

## **7. Staffing**

- 7.1 Where the premise is being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire County Council's Safeguarding Board and the legal rules and procedures defined by The Safeguarding Vulnerable Groups Act 2006 and any subsequent Acts pertinent to the service provided.
- 7.2 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.
- 7.3 If the Service involves the care of children as defined by Ofsted Regulations, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

## **8. Monitoring**

- 8.1 Both parties under this Letting Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.

8.2 The school shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures.

**9. Disputes**

9.1 If a dispute arises between the parties of this Letting Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

**10. Complaints Policy**

10.1 The hirer must communicate its complaints procedure to all service users.

**11. General Terms**

11.1 School must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

**12. Signatures**

We agreed to the terms and conditions above:

NAME .....  
School .....  
DATE.....

NAME.....  
Hirer .....  
DATE .....