CHULMLEIGH ACADEMY TRUST

LETTINGS POLICY

This policy was approved by the Senior Leadership Team under authority delegated to it by the Board of Directors: January 2026

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1. Aims and scope

We aim to:

- Make sure the premises and facilities of Chulmleigh Academy Trust (the Trust) can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the Trust's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust
- Not let any hiring out of the premises interfere with the Trust's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the Trust's risk assessment(s)

This policy is entitled 'Lettings Policy', but for the avoidance of doubt any hire of Trust premises or any part thereof shall be on the basis of a licence only, and no relationship of landlord and tenant shall be created; the hirer shall not be entitled to exclusive possession of any part of Trust premises and the Trust shall retain full rights of access to all parts of the Premises at all times.

2. Areas available for hire

2.1 Available areas

The Trust will permit the hire of the following areas:

MUGA

Sports Field

School Hall

Standard Classroom

Sports Hall

Kitchen Area

Hiring of other areas may be agreed from time to time

Tennis / Netball Courts

Gymnasium

Lapford Sports Hall

2.2 Charging rates

The rates of hire for each area are as follows:

Room/Area	Charging Period	Community Use	Commercial Use	VAT (if payable)
Chulmleigh College				
MUGA (pitch sizes below) **One side** **Both sides** **Floodlights** **One side** **Both sides**	**Per hour** **Per hour**	 £12.00 £15.80 £7.20 £14.40	 £22.00 £25.80	20%
Sports Field	**Per match**	£36.50	£46.50	20%
School Hall e.g. St Thomas of Canterbury Hall	**Per hour**	£30.50	£40.50	20%
Standard Classroom	**Per hour**	£12.00	£22.00	20%
SPORTS HALL **Half hall** **Whole Hall**	 **Per hour** **Per hour**	 £17.50 £33.00	 £27.50 £43.00	
GYMNASIUM **Individual Use** **Group Booking**	 **Per hour** **Per hour**	 £6 £20	 £8 £30	 20% 20%
Kitchen Area (may be booked as an additional facility) Cleaning charge will apply if the facility is not left in a good condition.	**Flat fee**	£30	£40	20%
Other	To be agreed			
Discount: For regular hirers a discount may be applied to the listed prices; this is at the discretion of the Trust				
Additional Charges: For bookings that start or finish outside of normal school operating hours, an increase in charges (eg.to cover the cost of heating, unlocking and locking of the premises, etc) may be made at the discretion of the Trust.				
Sports Bookings: Sports booking may be VAT payable in accordance with the current VAT regulations				
MUGA pitch sizes: **Astro pitch measures 35m long by 18m wide** **Hard surface pitch measures 35m long x 21m wide**				

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed hiring or part thereof with a minimum of 24 hours' notice, provided always that in the event of an emergency (for example, where the school is closed due to severe weather), the Trust may provide less than 24 hours' notice of cancellation.

A full refund will be issued if we do cancel a hire (with a pro-rata refund for cancellation of any part of a hire). The Trust 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. If the cancellation relates to part only of a hire, this licence shall remain fully in force for the remainder of the booking.

The hirer of the premises can cancel any hire with a minimum of seven calendar days' notice. If less notice than this is given, the licensee shall not be entitled to a refund. Cancellation of part only of a hire by the hirer will not usually be accepted.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the Trust. Approval of the request will be determined by a member of SLT.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

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

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the Trust 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 Trust, and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the Trust to the licensee.
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 Trust by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the Trust will result in the immediate termination of the licence.
7. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the Trust 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.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the Trust, shall provide a copy of the relevant insurance certificate upon demand.
10. 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 Trust in relation to the premises.
11. The hirer shall indemnify and keep indemnified the Trust from and against:
    a. Any damage to the premises or Trust 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 licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence 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 Trust 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 licence.
13. Any cancellations or part thereof by the Trust will be refunded (with a pro-rata refund being issued where the cancellation is of part of the hire only) unless the cancellation is due to a breach by the hirer of any of these terms and conditions.

14. Any cancellations by the hirer received with less than seven calendar days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will leave the premises clean and tidy, and agrees to pay upon demand the reasonable costs incurred by the Trust in making good any mess left by the hirer.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the Trust.
19. If the hirer breaches any of the terms and conditions, the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the Trust under the licence or otherwise.
20. The hirer shall observe any maximum capacity of the part(s) of the premises being hired as indicated to them from time to time by the Trust and shall not allow this to be exceeded.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The Trust's Lettings Policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The Trust 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 licence.
27. In relation to hiring of the gym, the hirer shall ensure that a responsible person for a group booking has attended a gym induction session. They are responsible for ensuring that equipment is inspected prior to sue and is safe and that only authorised participants are admitted i.e. those belonging to their club.

6. Safeguarding

The Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the Trust.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the Trust premises, they shall contact the Trust's Designated Safeguarding Lead as soon as reasonably practicable.

The hirer understands that if the Trust receives an allegation relating to an incident where an individual or organisation is using our premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

This policy has been approved by the Senior Leadership Team under authority delegated by the Board of Directors.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the Estates Manager

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Site (please circle)	Chulmleigh College / Chulmleigh Primary / Lapford Primary / East Worlington Primary					
Purpose of Hire						
Attendees	Total No.		No. Adults		No. Children	
Single Booking	Date of Booking		Start Time		End Time	
Block Bookings	Frequency/Days					
	Start Date				Start Time	
	End Date				End Time	
Booking times must allow sufficient time for preparation and clearing away before and after the event.						

Facility/ies Required	☐ Sports Hall [whole / half]	☐ Sports Field
☐ Kitchen Area	☐ MUGA [one side / both sides]	☐ Floodlights [one side / both sides]
☐ School Hall	☐ CCC Gymnasium [individual / Group]	
☐ Standard Classroom	☐Other (please specify):	
Equipment Required		
Other arrangements		
The Trust does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose		

Will refreshments be served?	☐ Yes	☐ No
Will alcohol be consumed?	☐ Yes	☐ No
If yes, will the alcohol be served or sold?	☐ Served	☐ Sold
If permitted by the Trust, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.		
I have read and accept the terms and conditions of hire and I confirm that I am over the age of 18.		
Signed (Hirer): Full name: Date: *You will be sent confirmation of whether this application has been accepted or rejected by post of email. No license will come into existence until the first term's fee (and any agreed deposit) is received in full and the Hire Agreement has been confirmed by the Trust.*		
Please return the form to:		
(Trust use only) This application for a license is: ACCEPTED/REJECTED Signed: Position: Date:		

Evidence of own insurance cover supplied and approved	☐ Yes	☐ No
If no, include in Trust's insurance cover	☐ Yes	☐ No
Does the letting involve working with children/young people	☐ Yes	☐ No
If yes, has the Trust followed its safeguarding procedures	☐ Yes	☐ No

Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is available on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the terms and conditions already provided to you, details of which are contained in our Lettings Policy, which is also available to view on our website.

Based on the length of time and area requested, the full amount for the hire will be £ [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

As indicated in our terms and conditions, we reserve the right to cancel the hiring of the premises (either the whole of the hire or any part of it) for any reason with at least 24 hours' notice.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]