

# **CHULMLEIGH ACADEMY TRUST**

## **LETTINGS POLICY**

**The policy was adopted by Directors: Autumn Term 2018**

## **USE OF TRUST FACILITIES AND SERVICES BY THE COMMUNITY (LETTINGS POLICY)**

### **I. Principles**

- 1.1.** Chulmleigh Academy Trust (the Trust) facilities are a valuable educational resource and their use should be maximised and prioritised with respect to providing opportunity and experience for the students
- 1.2.** Use of the facilities where not in conflict with principle 1.1 is extended to the wider community.

### **2. Administration of Lettings**

#### **2.1. General**

Authority is delegated to the Estates Manager to accept applications for hire.

#### **2.2. Lettings Documentation**

The use of the Trust premises must be documented. All hirers are required to complete a Booking Form (appendix 1) detailing the booking requirements, and if accepted in principle by the Trust, the parties will complete and sign the Particulars of Hire detailing the agreed rates and any specific conditions, which together with the Conditions of Hire form the Hire Agreement. The Hire Agreement is a contract which is governed by the Laws of England & Wales.

#### **2.3. Charging Policy**

The Trust reserves the right to make a charge for the use of the Trust premises and the provision of services, including catering.

i) The standard scale of hire rates contained in the Conditions of Hire is indicative only, and in the event of conflict, the rate specified on the Particulars of Hire shall apply.

ii) Bespoke rates for external events requiring a combination of venue, catering and other services are agreed with the Hirer.

iii) The Executive Headteacher has the right to insist upon the presence of a Trust staff member where the nature of the hiring may leave the college vulnerable to theft or damage. In this instance a charge shall be included in the Particulars of Hire.

#### **2.4. Cancellations**

Whilst every effort is made to avoid cancelling an external booking, the Trust reserves the right to withdraw permission or cancel any booking. In this event as much notice as possible is given, generally no less than 24 hours and, where possible alternative accommodation is offered or a refund provided.

#### **2.5. Invoicing and Payment**

Invoices shall be raised in accordance with the Particulars of Hire and are payable within 30 days, unless otherwise determined in the Particulars of Hire.

In the event invoices are not paid in accordance with the Particulars of Hire, no further use of the Facilities is permitted, unless, at the discretion of the Estates Manager a deferred payment plan is agreed.

#### **2.6. Refusal to Hire**

No application for hire is accepted where the Trust has reason to suspect that the premises will be used in contravention to the Equality Act 2010. The Trust recognises its obligation under this Act to ensure functions are carried out with due regard to the need to eliminate discrimination and to promote equality of opportunity.

No application for hire is accepted where the Trust has reason to believe lewd, indecent or libidinous activities shall take place on the premises.

No application for hire is accepted where the Trust has reason to suspect that the facilities shall be used to disseminate extremist political views and agendas.

Where there are conflicting requests for use of the premises the Estates Manager will make the final decision with priority at all times given to College events.

Applications for hire submitted by a person under the age of 18 years of age are at the discretion of the Estates Manager.

All Applications for the hire of the facilities and premises are at the ultimate discretion of the Board of Directors.

## **2.7. Review of Policy**

This policy is reviewed annually by Senior Leadership Team under authority delegated by the Board of Directors.

Appendix 1 – Booking Form for Chulmleigh Academy Trust Lettings  
(Please use BLOCK CAPITALS)

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

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

Facility/ies Required	• Sports Hall	• Football field
• School Kitchen	• Youth Services Building	• School Toilets
• Tennis Courts	• Other (please specify):	
Equipment Required		
Other arrangements		
<i>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</i>		

Will refreshments be served?	• Yes	• No
Will alcohol be consumed?	• Yes	• No
If yes, will the alcohol be served or sold?	• Served	• Sold
<i>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>		

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 or email. No letting will be regarded as booked until the first term's fee (and any agreed deposit) is received in full and the Hire Agreement has been signed by the Hirer and the Trust.*

**Please return the form to:**

(Trust use only)

This application for letting is: ACCEPTED/REJECTED Signed:  
Position: Date:

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

**Appendix 2 – Conditions of Hire**

**Particulars of Hire**

**Chulmleigh Academy Trust permits the hiring of facilities within the Premises as set out below on the Conditions of Hire and Booking Form attached and the following particulars apply:**

Name of Hirer	
Address of Hirer	
Facility/ies to be hired	
Premises	Chulmleigh Community College / Chulmleigh Primary / Lapford Primary / East Worlington Primary
Hire Period	From [date and time] To [date and time]
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
Trust Emergency Contact	
Any other information or arrangements  (payment terms shall be as detailed in the Conditions of Hire unless noted differently here)	

Signed on behalf of the Trust:.....

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name:.....

Signed on behalf of the Hirer:.....

Date:.....

## **Hire of Trust Premises .....**

### **Terms and Conditions**

#### **1. Interpretation**

- a. Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting.
- b. Trust: means Chulmleigh Academy Trust
- c. Premises means the school site at which the Facility (as defined below) is situated

#### **2. Term, effective date of Agreement**

The term of this Agreement will be for use of the facility or facilities specified on the Particulars of Hire form (the Facility) on the date(s) specified in the Booking Form, save that the Hirer shall not be permitted to use the Facility where the Trust gives at least 2 weeks' notice to the Hirer that the Trust or a third party authorised by the Trust needs to use the Facility on the date(s) and time(s) specified in that notice.

#### **3. Use and Access**

- a. The Trust permits the Hirer to access and use of the Facility on the times specified by the Particulars of Hire form.
- b. The Trust does not warrant that the Facility is fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The Trust retains the right to access and use the Premises, including the Facility, at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by Trust staff.
- e. The Facility and any Trust equipment used remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- f. A gate/door key may be given to the Hirer to obtain access into the Facility by prior arrangement with and at the discretion of the Trust's Estates Manager or other person so authorised by the Trust. The key must be kept secure at all times and on leaving the Premises, the Hirer must comply with any instruction given in relation to locking and securing the Premises. Notification must be given to the Trust immediately if the key is misplaced. Keys should not be passed to any other person without direct written permission from the Trust, and the Hirer remains responsible for any loss or damage occurred through negligence or misuse by that person. Only named key holders may operate the security system.

#### **4. Restrictions on Use**

- a. The Hirer shall not use the Facility for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any owner or occupier of neighbouring property.
- b. If The Hirer shall not make any alterations or addition to the Facility, shall not affix any items to the Facility and no interference is to be made with Trust property/equipment or other parts of the building which do not form part of this hire agreement.
- c. If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the Premises at the end of day.
- d. Any storage space must be agreed with the Trust before using.
- e. The use of Trust equipment must be agreed in advance of the letting.
- f. Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time without the written consent of the Trust, and subject to appropriate licenses being obtained by the Hirer and copies provided in advance to the Trust.
- g. Illegal drugs are not to be brought onto or consumed on the Premises.

- h. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- i. Smoking is not allowed on the Premises at any time.
- j. No betting, gaming or gambling is allowed on the Premises
- k. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

#### **5. Hire Fee and Deposit**

- a. The Hire Fee is the sum specified in the Particulars of Hire and is payable in advance termly
- b. The Trust reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

#### **6. Condition and Damage**

- a. The Hirer will keep the Facility in a clean and tidy condition when in occupation. The Premises and Facility must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the Premise's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or Trust property will be the responsibility of the Hirer and the Hirer shall pay to the Trust the cost of making good any such damage. Any damages or breakages must be reported as soon as practicable.

#### **7. Insurance**

- a. The Hirer must hold Public Liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Trust.
- b. The Hirer must hold Employers Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Trust.
- c. The Trust may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the Trust will arrange for the Hirer to be covered under the Trust's own insurance and any extra associated costs will be included in the Hire Fee.

#### **8. Indemnity**

- a. The Hirer shall keep the Trust indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

#### **9. Loss**

- a. The Trust does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The Trust shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery,

fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the Trust of access to or use of the Premises or Facility.

#### **10. Assignment**

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

#### **11. Health and Safety**

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable electrical equipment to be used must have a current PAT test certificate if electrical.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the Trust of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the Trust Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

#### **12. Safeguarding and Child Protection**

- a. Hirers providing services to children and vulnerable persons must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children.

#### **13. Car Parking**

- a. Subject to availability, these may be used by the Hirer and other adults involved in the letting.

#### **14. Cancellation**

- a. This agreement may be terminated by either party at a date earlier than the termination date by giving to the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Trust.
- b. The Trust may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Trust is not capable of being remedied.
- c. The Hirer may cancel individual dates at any time by contacting the Trust. If a booking is cancelled with more than one week's notice, the full Hire Fee will be repaid. If less than one week's notice is given, 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.



## 15. Advertising

The Trust must approve of all advertising and posters concerning the use of the premises.

### Chulmleigh Academy Trust Letting Charges

Room/Area	Charging Period	Community Use	Commercial Use	VAT (if payable)
<b>Outdoor Education Building</b>	<b>Per hour</b>	£20	£30	20%
<b>Sports Field</b>	<b>Per match</b>	£30	£40	20%
<b>Standard Classroom</b>	<b>Per hour</b>	£10	£15	20%
<b>Specialised classroom</b> eg laboratory, drama, art, workshop	<b>Per hour</b>	£20	£25	20%
<b>School Hall</b>	<b>Per hour</b>	£25	£30	20%
<b>Kitchen Area</b> (may be booked as an additional facility)	<b>Flat fee</b>	£20	£25	20%
<b>Other</b> , such as refreshment facilities, miscellaneous equipment.	<b>To be agreed</b>			20%
Please note that charges may be levied for equipment depending on the facilities required – please enquire for details.	<b>For the duration of the letting</b>			20%
<b>Additional Charges:</b> All lettings that finish after 19:00 will be charged a security/locking up fee of £7.50				
<b>Sports' Bookings:</b> Outside of standard school operating hours any letting would normally be managed and dealt with by Chulmleigh Recreational Association (CRA)				