



THE PATHWAY ACADEMY TRUST

Registered address: c/o Culverstone Green Primary School,
Wrotham Road, Meopham, Kent DA13 0RF

Registered Company N° 9782388

LETTINGS POLICY

Author	Trust Business Manager
Approved by	Finance & Audit Committee
Version	1.0

Introduction

The Pathway Academy Trust regards its school buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of The Pathway Academy Trust is to support their schools in providing the best possible education for their pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as:

Any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of Weight Watchers)

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all of its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Use of school premises by the school or the Parent Teachers' Association will take priority over other lettings.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place.

Charges for a Letting

The school's Head Teacher is responsible for setting charges for the letting of their premises and will have a published table of charges available upon request.

The following factors should be taken into consideration when calculating the charge:

- Cost of services (e.g. heating, lighting, water);
- Cost of staffing (additional security, caretaking and cleaning)
- Additional costs for Out of Hours lettings

- Cost of administration;
- Cost of wear and tear of the premises (including sports pitches) and any equipment used during the letting;
- Profit element (if appropriate).

If applicable, the Local Council will reimburse the school with a token payment to cover the utility charges when the school is being used for election purposes.

For regular hirers a discount may be applied to the listed prices; this is at the discretion of the Head Teacher

VAT

The Pathway Academy Trust is not VAT registered therefore no VAT will be charged for lettings.

Management and Administration of Lettings

Head Teachers are responsible for the management of lettings in their schools. Where appropriate, Head Teachers may delegate all or part of this responsibility to other members of their staff, whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Executive Leadership Team of The Pathway Academy Trust.

The Administrative Process

Organisations seeking to hire the school premises should approach the Head Teacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. All requests for lettings should be made using the Lettings Agreement form (*appendix 1*). The start and finish times requested should be such, to allow time for any setting up and clearing up respectively.

The Head Teacher has the right to refuse an application if they consider it in the interests of the school to do so, therefore no letting should be regarded as approved until confirmation has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, confirmation of the particulars of hire will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the school's current scale of charges. Full payment must be made at least one month in advance of the letting.

An additional returnable deposit, over and above the hire fee, will be requested as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition requiring cleaning, caretaking or other expenses. The Head Teacher will conduct a risk assessment to determine the amount of deposit required on a case by case basis.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

An annual report on lettings income will be made to The Pathway Academy Trust's Finance and Audit Committee.

Terms and Conditions

Full Terms and Conditions (*Appendix 2*) will be provided with the Lettings Agreement form. Only the relevant sections relating to the type of event and facilities hired will apply.

All terms and conditions must be adhered to. The Hirer shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting, ensuring that the premises are returned to their prior state and ensuring that all other terms and conditions are adhered to.

(School Name & Logo to be added)**Lettings Agreement Form**

Name of Hirer							
Address of Hirer (<i>Personal address</i>)							
Name of association or company (<i>if applicable</i>)							
Contact Number(s)							
Email Address							
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		
Booking times must allow sufficient time for preparation and clearing away before and after the event.							
Facility Required		<input type="checkbox"/> Sports Hall		<input type="checkbox"/> Football field			
<input type="checkbox"/> School Kitchen		<input type="checkbox"/> School Toilets		<input type="checkbox"/> Other			
Equipment Required							
Other arrangements							
<i>The School 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?		<input type="checkbox"/> Yes		<input type="checkbox"/> No			
Will alcohol be consumed?		<input type="checkbox"/> Yes		<input type="checkbox"/> No			
If yes, will the alcohol be served or sold?		<input type="checkbox"/> Served		<input type="checkbox"/> Sold			
<i>If permitted by the School, the relevant licence must be obtained by the hirer 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:							
<i>You will receive confirmation of whether this application has been accepted or rejected. No letting will be regarded as booked until this confirmation has been received.</i>							
Full payment must be made at least one month prior to the event.							
Please return the form to:							
(School to enter contact details)							
(School use only)							
This application for letting is: ACCEPTED/REJECTED							
Signed: Position:							
Date:							
Evidence of own insurance cover supplied and approved				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If no , include in Schools insurance cover				<input type="checkbox"/> Yes		<input type="checkbox"/> No	

Particulars of Hire

The [enter school name] permits the hiring of facilities within the School Premises as set out below:

Name of Hirer	
Address of Hirer	
Premises to be hired	
Hire Period	From [date and time] To [date and time]
Hire Fee	
Surety Deposit <i>(returnable unless repairs/cleaning required)</i>	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

Signed (the School):.....

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 (the Hirer):..... Date:

[Enter school name]

Hire of School Premises –

Terms and Conditions (where applicable for event / facilities hired)

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 The Pathway Academy Trust, represented by the Board of Directors
- c. School: means the school premises and facilities where the letting is taking place
- d. Particulars of Hire: includes the term and date of this agreement, premises, facilities and equipment hired and the hire fee

2. Use and Access

- a. The Trust permits the Hirer to access and use the school premises as detailed in the Particulars of Hire. The terms shall be applied only to the named areas of the school which are to be hired and all other areas shall remain out of bounds. The school's outdoor play equipment is not to be used at any time.
- b. It is the Hirer's sole responsibility to control entry of all visitors. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting to ensure that only those people known to them are allowed access to the school premises. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.
- c. The Trust do not warrant that the facilities are fit or suitable for the purpose of the hire.
- d. 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 school premises during the hire period and for the prevention of disorderly behaviour.
- e. The Hirer is responsible for ensuring that the correct licences are obtained for draws and lotteries, music and entertainment, sale of alcohol and charitable collections. Evidence of these licences must be provided to the school prior to the event.
- f. The Trust retains the right to access the school premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- g. The School reserves the right to use the premises, facilities and/or equipment covered under this agreement for their own purposes during the hire period. In these instances, prior notice of at least two weeks will be provided by the School to the Hirer.
- h. The school's premises remain 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.
- i. The school's caretaker / authorised representative, is empowered to enforce the conditions of hire and to refuse entry to or require persons to leave the premises.

- j. In some circumstances, a gate/door key may be given to the Hirer to obtain access into the school's premises. The key must be kept secure at all times and on leaving the school Premises, the gates/doors must be made secure. Notification must be given to the School immediately if the key goes missing. Keys should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system. A separate Key Holder Agreement form (*Appendix 3*) must be completed in all cases.

3. Restrictions on Use

- a. The Hirer shall not use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.
- b. The Hirer shall not make any alterations or addition to the premises, shall not affix any items to the premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- c. No movement or alterations to the tuning of the piano may be made without the consent of the School and should only be carried out by professionals. No use of school computers is allowed.
- d. If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day. The kitchen must be left in the same condition to which it was found.
- e. Any storage space must be agreed with the School before using.
- f. The use of School equipment must be agreed in advance of the letting. No item of school property shall be removed from the school premises.
- 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 and/or school grounds at any time.
- j. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises unless prior agreement has been given by the School.

4. Condition and Damage

- a. The Hirer will keep the football field in a clean and tidy condition when in occupation. The premises 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 school's refuse area. If additional cleaning is necessary, the Hirer will forfeit the return of the surety deposit and/or be charged accordingly.
- b. Consideration should be given, taking into account the prevailing weather conditions, whether the field is fit and safe for play. Play should not be allowed if there is any danger to the users or if damage will be caused to the field. If the field is damaged the hirer will be responsible for restoring the surface to a usable condition. The school reserves the right to cancel a letting if the weather / condition of the field is not suitable.
- c. Any damage, destruction or theft that occurs during the Hire Period in or to the premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

5. 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 School.

- 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 School.
- c. The School 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 School will arrange for the Hirer to be covered under the Schools own insurance and any extra associated costs will be reflected in the Hire Fee.

6. 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.
- b. The Trust accepts no responsibility for injury to a person or persons during a letting on school premises.

7. 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 School of access to or use of the Premises.

8. 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.

9. 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. The School will inform the Hirer of the maximum numbers of people permitted to use each area of the school and the Hirer shall ensure that these numbers are not exceeded.
- c. Any portable electrical equipment to be used must have a current PAT test certificate.
- 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 is responsible for First Aid during the Hire Period and should ensure that suitable First Aid supplies, relevant to the activity, are available for use. The Hirer should maintain their own Accident Book.

- f. The hirer is responsible for providing access to a mobile phone on the premises in case of medical or other emergencies.
- g. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

10. Safeguarding and Child Protection

- a. Hirers providing services to children 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 School upon request.
- b. The Hirer has an obligation under of the Children and Young Persons Act 2008 to provide stewards to restrain the amount of children to the levels that the building can accommodate, to control the behaviour and movement of the children and to take reasonable safety precautions.

11. Car Parking

- a. Subject to availability, these may be used by the Hirer and other adults involved in the letting.
- b. Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the Hirer.

12. Cancellation

- a. This agreement may be terminated by either party by giving to the other at any time at least one months' notice in writing.
- b. No compensation shall be paid to the hirer or any other person for the cancellation. If this agreement is cancelled by the School, any fees paid will normally be reimbursed unless cancellation is due to damage.
- c. The School 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 School is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.

13. Advertising

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



The Pathway Academy Trust

KEY HOLDER AGREEMENT

Name of School:.....

Name of Hirer:.....

The School has agreed to issue you a key(s) to gain access to its premises for the purpose of your letting agreement.

Should the key(s) become lost or stolen whilst in your possession you will be liable to the cost of replacement.

The school reserves the right to request additional reimbursement towards any new locks and related keys as deemed necessary. This will depend on the circumstances relating to the loss of the original key.

Please sign and return the slip below as confirmation that you accept these terms and conditions.

.....

Name of Hirer:

I agree to the above terms and conditions relating to the issue of a key to access the school's premises.

I understand that if the key is lost or stolen I will be responsible for the cost of replacement keys/locks as deemed necessary by the school.

I will not pass the key on to any other person without direct permission from the school.

I understand that only named key holders may operate the security system.

Signed:.....

Key Received:.....

Date:.....