



## Lettings Policy

**2023 - 2025**

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<b>Other related policies/documents</b>	

### Version History Log for this document

<b>Version</b>	<b>Date Published</b>	<b>Details of key changes from previous version</b>
<b>1</b>	September 2023	New policy created

## **Aims and scope**

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations;
- Allow the hiring of the premises without using the school'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 school;
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education or wrap around care to its pupils;
- Hire out facilities in a way that is safe, within current legislation and following government guidelines.

## **Definition of a letting**

A letting is defined as:

"Any use of the school buildings and ground by parties other than the school. This may be the Local Authority, another school, a community group (such as guides/scouts or youth football team), a charity (or equivalent), or a commercial organisation (such as a childcare provider or football league)".

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Governing Body meetings;
- Extra-curricular activities for pupils organised by the school;
- School performances;
- Parents' meetings;
- Meetings of the PTA;
- School organised events.

## Areas available for hire

### Available areas

The school will permit the hire of the following areas:

- Hall
- Classrooms
- MUGA
- Field

### Weekday capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
<b>Hall</b>	Days available: Monday - Friday Times available to hire: 3:30pm - 9pm Capacity: 1 - 100	£30 per hour £80 for 3 hours
<b>Classrooms</b>	Days available: Monday - Friday Times available to hire: 6pm - 9pm Capacity: - 1 - 30	£20.00 per hour £50 for 3 hours
<b>MUGA</b>	Days available: Monday - Friday Times available to hire: 5pm - 9pm Capacity: - 1 - 30	£30.00 per hour £100 for 4 hours
<b>Field</b>	Days available: Monday - Friday Times available to hire: 5pm - 9pm Capacity: - 1 - 200	£30.00 per hour £100 for 4 hours

## Weekend capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
<b>Hall</b>	Days available: Saturday - Sunday Times available to hire: 10:00am - 7pm Capacity: 1 - 100	£45 per hour £120 for 3 hours £300 for entire day
<b>Classrooms</b>	Days available: Saturday - Sunday Times available to hire: 10:00am - 7pm Capacity: - 1 - 30	£27.50 per hour £70 for 3 hours £190 for entire day
<b>MUGA</b>	Days available: Saturday - Sunday Times available to hire: 10:00am - 7pm Capacity: - 1 - 30	£45 per hour £120 for 3 hours £300 for entire day
<b>Field</b>	Days available: Saturday - Sunday Times available to hire: 10:00am - 7pm Capacity: - 1 - 200	£45 per hour £120 for 3 hours £300 for entire day

## Charging rates and principles

### Rates

The rates for hiring out different areas are listed in the table on pages 3 and 4. 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.

The school will consider a reduced rate for hirers who book and pay in advance for 10 sessions or more. The school's Business Manager has delegated authority to apply the "Regular Hirers Rate" where there are less than 10 bookings but the hirer is still considered a regular hirer e.g. where closure of a facility for school use prevents the hirer from booking a series of 10.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any replacement) or the premises being left in an unacceptable condition resulting in additional costs for cleaning, caretaking or other expenses.

## **Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 30 days' notice. The school reserves the right to cancel any agreed hiring, if it is deemed to no longer safe to complete the hire. The school will endeavour to give the organisation or individual as much notice as possible in these exceptional situations. A member of the school's Business Team will contact the named hirer via phone as well as sending a follow up email. A full refund will be issued if we do cancel a hire. The school 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.

The hirer of the premises can cancel any hire with a minimum of 30 days' notice. The organisation or individual should endeavour to give the school as much notice as possible in these exceptional situations. The organisation or individual should call the school's Business Team on 01708 866743 as well as sending a follow up email to [finance@westthurrockacademy.co.uk](mailto:finance@westthurrockacademy.co.uk).

## **Security**

The Head Teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

## **Management of Lettings**

The Governing Body has delegated day-to-day responsibility for lettings to the Head Teacher. Where appropriate, the Head Teacher may delegate all or part of this responsibility, such as security, insurance arrangements, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

The school's produces a report for the Finance, Risk and Audit Committee of the Governing Body annually to inform the review of the lettings policy and scale of charges for the next year.

## **Lettings Procedure**

The lettings procedure is overseen by the school's Business Manager.

Hirers are required to complete and sign a hire request form, detailing their requirements. A completed booking form sent by e-mail, attached to the hirer's own e-mail address, will also be acceptable.

Dates and times of hire will be confirmed to the hirer in writing and an invoice raised by the school's Business Manager. A copy of the current Terms and Conditions will also be issued to the hirer.

The lettings diary is maintained by the school's Business Manager.

When payment is received by the school's Business Manager, details of the payment will be recorded on the school's finance system. A receipt will be issued and filed with the paid invoice.

All out of school hours activities will be reported to the school's Business Manager for inclusion in the lettings diary to avoid double bookings and so that the Site Team has a complete picture of out of hours use of facilities.

The school's Business Manager will provide the Site Manager with a weekly list of bookings in advance.

At the end of the week, the Site Manager will return his booking list to the school's Business Manager, clearly marked to show whether or not the hirers attended.

## **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 the ***Terms and conditions of hire*** (Appendix 2).

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the school's Business Manager and Head Teacher.

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 their 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 school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Hire charges for regular events will be invoiced at the beginning of the month and payment terms are 28 days from the date of the invoice. The hirer will need to pay the invoiced amount using BACS. One-off occasional hires will be invoiced and paid in full 28 days prior to the date of the hire. The hirer will need to pay the invoiced amount using BACS

## **Review**

The revenue raised from hiring out will be reviewed by the school's Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

Every regular letting will have a review point every 6 weeks. Both the school and the hirer will be able to use these review points to give notice for cancelling the hire. If notice is given, notice periods should be followed (30 days). The review period can also be used to extend the hire.

## **Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils at all times.

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.



## 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 this policy. If you have any questions, please contact the school's Business Manager via phone on 01708 866743 or by email to [finance@westthurrockacademy.co.uk](mailto:finance@westthurrockacademy.co.uk)

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity  <b>Please note:</b> these numbers must adhere to latest government	

guidance on social distancing	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school’s premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [finance@westthurrockacademy.co.uk](mailto:finance@westthurrockacademy.co.uk) . Someone from the Business Team will contact you to inform you of the outcomes of your application. If successful, the school’s Business Manager will arrange a meeting (virtual or in person) to finalise the arrangements of the letting.

## **Appendix 2: Terms and Conditions**

All users of school premises MUST read this document before completing a booking application form to ensure they are aware of the conditions that apply to the usage of school facilities.

Hirers of the MUGA must also read the additional terms and conditions specific to this facility at Appendix 3.

### **Applying for a Letting - Regular Hirers**

All regular users of school facilities will receive a letter in June each year inviting them to apply for lettings for the forthcoming academic year. Applications will need to be returned before the closing date stated in our letter. Any applications received after the deadline will not be considered until all other applications have been dealt with.

Providing the application is returned by the deadline, all invoices during the previous season have been settled within 30 days, and all booking conditions complied with, the hirer will be entitled to retain the slots held during the previous academic year, if the hirer has indicated on their application that these are still required.

Failure in the previous academic year by a hirer to meet payment deadlines will result in that hirer not retaining their previously held slots, where another regular hirer who has met payment deadlines, has applied for additional slots and/or change of day/time.

The school's Business Manager will notify each hirer in writing of the slot(s) provisionally allocated to their club/organisation. An application pack will accompany this notification.

To confirm acceptance of the provisionally allocated slot(s), the hirer must return the completed booking form(s) and supporting documentation (refer to sections linked to Insurance and Child Protection in these terms and conditions) to the school's Business Manager by the deadline notified within the application pack.

Hirers must ensure that the start time and end time stated on the booking form take account of set up and clearing up time. Arrival before the start time and vacation of the facility after the end time is not allowed. If this should occur, you will be required to pay for the additional time (minimum charge of 1 hour) at double the hourly rate for the facility hired.

A separate form must be completed for each school term. Forms received that include dated spanning more than one term will be rejected.

## **Applying for a letting – Ad-hoc Hirers**

All applications must be made on the application form, and returned to the school's Business Manager as soon as possible but no later than 14 days prior to the requested start date.

To confirm acceptance of the provisionally allocated slot(s), the hirer must return the completed booking form(s) and supporting documentation (refer to sections linked to Insurance and Child Protection in these terms and conditions) to the school's Business Manager by the deadline notified within the application pack.

Hirers must ensure that the start time and end time stated on the booking form take account of set up and clearing up time. Arrival before the start time and vacation of the facility after the end time is not allowed. If this should occur, you will be required to pay for the additional time (minimum charge of 1 hour) at double the hourly rate for the facility hired.

## **General Terms and Conditions of Hire**

Use of the school premises must not interfere with educational use or cause annoyance either within the school or to our neighbours.

You may only use the facility for the purpose, length of time and for the organisation specified at the time of booking.

The main named contact on the booking form is responsible for the supervision of their members and so must be present from the start time to the end time of each session booked; or the main contact must let the School's Business Manager know the name and contact details of any person to whom responsibility for a specific session has been delegated.

You must not have more people in the facility than are allowed under the licensing or fire regulations. Capacity limits are available from the Site Manager.

Hire of the facility does not include equipment or materials. You may request to use school equipment and/or materials by completing the appropriate section of the booking form. If approved, an additional charge may be applied.

Should you require removal or re-organisation of any furniture or equipment, this must be agreed in advance with the Site Manager who will provide an estimate of the cost for your approval in advance of the booking being confirmed.

If any furniture or equipment is moved by the hirer, this must be replaced as it was found.

Only equipment and materials approved by the Site Manager (acting on behalf of the Head Teacher) may be brought on to the school premises. No flame producing equipment may be used at any time.

Delivery of approved equipment and/or materials to the school in advance of your booking must be arranged in advance with the Site Manager.

No pets (other than aid dogs) are allowed anywhere on the school site.

You must leave the facility clean and tidy after each session, otherwise you will be charged an additional cleaning fee.

Any damage to the premises, furniture or equipment during the hire (other than ordinary wear and tear), must be reported immediately to the Site Manager. Any cost incurred in repairing damage caused or replacing items will be recharged to your organisation.

You or your members must not harass, abuse or threaten any person in or about the premises in any way.

You must not use the premises for any illegal or immoral act or purpose.

The school reserves the right to cancel any booking(s) without notice if:

- a) Any of the terms and conditions of hire are broken;
- b) There is a conflict with educational priorities of the school;
- c) Wear and tear of premises, furniture or fittings is deemed excessive;
- d) The Head Teacher has concerns linked to safeguarding or health and safety.

## **Insurance**

Your organisation must have third party public liability insurance to cover liabilities up to £5,000,000. A copy of a valid insurance policy must be attached to your completed booking application form. Your application will be refused if you do not have valid insurance. Employers' liability, professional indemnity or personal accident/injury insurance held by individual players or instructors are not sufficient.

If your organisation is non-profit making, and you have difficulty arranging your own insurance, this can be provided through the school's insurers. If you require this, you must contact the school's Business Manager who will provide you further details.

We will not, under any circumstances, accept responsibility or pay for any goods or equipment brought into or left in the premises which are damaged, lost or stolen.

In completing and signing a booking form, you agree to indemnify the school against any claims made as a result of loss, damage, injury or death resulting from your booking e.g. injury from a piece of equipment you have brought in. As the costs of any claim could be very high, you must have adequate insurance cover as detailed in these terms and conditions.

### **Child Protection**

All organisations that involve children under the age of 18 years must have a child protection policy in place. A copy of this policy must be attached to the application form when it is submitted and will form part of your hire agreement.

The policy must confirm that DBS checks are carried out on all staff and volunteers.

The policy must be reviewed at least every three years.

If you do not supply a copy of your child protection policy or if the information contained in your policy does not provide assurances that staff and volunteers are DBS checked, your application to hire the premises will be refused.

### **Health and Safety**

All hirers must take reasonable care of their own health and safety and that of any other person who may be affected by their acts.

All hirers must familiarise themselves with notices related to health, safety and fire precautions wherever displayed. For specific advice, contact the Site Manager.

During your period of hire, you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or contrary to the conditions contained in this document.

West Thurrock Academy – its buildings and grounds – is a no smoking environment. Smoking anywhere on site (indoors or outdoors) is strictly prohibited.

Car parking is provided in marked bays at the front of the school and to the right hand side of the school. The hirer must ensure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.

Cycles must be parked outside and not brought into the buildings.

Children must not be left unsupervised; an adult must be present at all times.

You must ensure that members of your organisation do not access areas of the premises that you have not booked.

No glass containers of any kind may be used.

All corridors and entrances must be kept clear at all times.

The main contact named on the booking form is personally responsible for ensuring that all children/members of their group comply with the conditions of this agreement.

The hirer must ensure that they have been fully briefed by the Site Manager on emergency procedures for the area they are hiring. It is the hirer's responsibility to ensure that all of their staff/volunteers have been briefed on these procedures.

IN CASE OF FIRE it is the responsibility of the hirer to provide a suitable number of stewards for their event and to familiarise themselves with the school's procedure for evacuation in an emergency, the location of portable fire-fighting equipment, emergency exits, nearest telephone and assembly points.

First Aid Hirers are responsible for making their own arrangements for the attendance of a (current) first aid trained person and for carrying out their own basic first aid equipment.

## **Appendix 3: Hire of the MUGA**

Information you need to know:

### **Footwear**

Only appropriate footwear will be allowed – (bladed or moulded football boots or trainers). No metal-studded football boots of any type are allowed on the MUGA, Anyone wearing inappropriate footwear will be asked to change them or leave.

No muddy footwear will be allowed on the MUGA.

### **Clothing**

Please wear appropriate clothing for the activity. It is suggested that users of the MUGA cover arms and legs to avoid grazes. Shin guards are strongly recommended for hockey and football activities in addition to any other required protection.

### **Equipment available**

1 set of seven a side goals

### **Behaviour**

Hirers should note that there are other community and educational hire activities taking place within the school during the evenings, and MUGA users should try to keep noise to a reasonable level. Any unsociable behaviour or language may result in the termination of use of the MUGA.

No bikes to be ridden on the school grounds.

### **Time Allocation**

In order to ensure that all hirers get their full time allocation, please be prompt in finishing your session. Any problems in this regard should be reported to the Site Manager.



## **Car Parking**

There is no charge for car parking. The school does not take any responsibility for cars or personal belongings left on the site.

## **Additional Information**

No food is to be taken on to the MUGA, and only unbreakable bottles are permitted.

There are currently no toilets available for MUGA users.

There are currently no lights used during periods of darkness.