




## Lettings Policy

<b>Adopted by The Hawksmoor Learning Trust</b>	Signature	
	Print Name	Peter Spruce
	Date	21-5-24
	On behalf of the Hawksmoor Learning Trust	

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**Definitions.**

- Hirer** The person or organisation identified in the Letting Agreement.
- Letting** A letting is: ‘any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation’.
- All lettings are social lettings; no business tenancy can, or should, be inferred from this or any other agreement relating to a letting unless explicitly stated to be a tenancy.
- Trust** The Hawksmoor Learning Trust
- School** Any school which is part of the Trust and is the location for the Letting
- Writing** means letter, fax or email. Writing does not include a text message.

**Introduction**

- 1 The Trust regards the Trust’s buildings and grounds as a community asset and will make every effort to make them to be available for the delivery of extended services including community use.
- 2 The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community.
- 3 The Trust acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school of the Trust and contribute towards raising standards.
- 4 A charge will normally be levied to meet the additional costs incurred by the Trust in respect of any lettings of the premises.
- 5 In all cases, a deposit will be taken at the time of booking.

**Roles.**

**6 Trust.**

6.1. Trust Operations Officer (TOO).

6.1.1 The over-riding role of the TOO is to;

- ensure compliance to statutory and Trust policy,
- oversee lettings from a Trust perspective eg responding to support from schools,
- respond to initial enquiries if referred by the school,
- interpret and decide on the suitability of lettings,
- resolve booking conflicts through awareness of availability across the Trust and
- act as a Trust focal point for all lettings related matters.

6.1.2 The TOO;

- provides

Trust oversight of the letting of all Trust / school facilities,  
and

co-ordinates letting activities across the Trust,

- is the subject matter expert available for advice and guidance,
- signs all Letting Agreements on behalf of the Trust once all pre-letting requirements, terms & conditions have been completed.

6.1.3 The TOO does not get involved in the routine administration of lettings at school level.

6.2. Trust Finance Officer (TFO).

6.2.1 The TFO;

- receives information from the Schools,
- raises, and sends out, termly / quarterly / ad hoc invoices based on the lettings information received and
- is responsible for all financial aspects of accounting for invoices including any follow up action required to elicit payment.

## 7 **School.**

7.1. The school is responsible for;

7.1.1 administering routine lettings eg opening & closing,

7.1.2 local issues and close liaison with the Hirer,

7.1.3 responding to low level assistance and advice,

7.1.4 liaising with the TOO,

7.1.5 at the end of each term, ensuring sufficient information is available for the TFO to raise invoices and

7.1.6 forwarding information in a timely manner to allow the TFO to raise invoices.

### **School Usage.**

8 Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school.

9 Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### **Charges for a Letting.**

#### 10 **General.**

10.1. The Trust is responsible for setting the charges for the letting of the Trust facilities.

10.2. Any charges will consider the following costs:

10.2.1 services (heating and lighting),

- 10.2.2 staffing (additional security, caretaking and cleaning) - including 'on-costs' eg National Insurance,
- 10.2.3 administration,
- 10.2.4 'Wear and tear',
- 10.2.5 Insurance,
- 10.2.6 use of school equipment,
- 10.2.7 profit element,
- 10.2.8 Covid cleaning.

11 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved at the discretion of the school.

12 **Other Charges.**

- 12.1. The specific charge levied for each letting will be reviewed annually.
- 12.2. The review will normally take place during the summer term, for implementation with effect from Sep of that year.
- 12.3. Charges for the forthcoming year will be available in advance of any letting being agreed.

**Management and Administration of Lettings.**

13 The Head / Head of School;

- 13.1. Is supported by the;
  - 13.1.1 TOO for policy guidance and
  - 13.1.2 school admin team for administrative letting support,
- 13.2. is responsible for the management of lettings, in accordance with the Trust Policy,
- 13.3. may delegate authority to other members of staff and

14 If the Head / Head of School has any concerns about whether a particular request for a letting is appropriate, the Head should consult with the TOO who will provide guidance; the final decision to allow or decline a booking request lies with the Head.

**The Administrative Process.**

15 Organisations seeking to hire the school premises should approach the relevant school.

16 The School will engage with the enquirer but may refer the matter to the TOO if it is a complex issue. The TOO may agree to negotiate on behalf of the School / Trust.

17 At the end of the initial interaction the prospective hirer should;

- 17.1. complete Annex A and
- 17.2. return it to the school with a deposit of £50 or evidence from the TFO that a deposit has been received on-line.  
(NB. Cash is not acceptable. If on-line payment is not an option, a cheque is acceptable.)

18 The School will;

- 18.1. confirm the facilities are available,

18.2. insert the recommended letting fee and

18.3. forward Annex A (and the deposit cheque if applicable) to the TOO.

19 The TOO will ensure compliance with extant legislation and Trust policy. Once satisfied that the Trust lettings policy requirements has been met, the TOO will return Annex A to the School for action; the School will confirm agreement with the hirer.

**Letting Notification.**

20 No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

21 Once a letting has been approved, the School will send out a Letting Agreement for the Hirer to sign.

22 The letting should not take place until the signed agreement has been returned to the School.

23 The person or organisation applying to hire the premises will be invoiced, monthly or termly in arrears for the cost of the letting as appropriate in accordance with the agreed fees.

24 All lettings fees will be:

24.1. paid into the Trust account and

24.2. allocated to the School providing the Letting facilities.

**Payments and Charges.**

**25 Deposit.**

25.1. A deposit of 1 month's fees or 10% of the hire fee or £50 (whichever is the greater) is required on making the booking.

25.2. No planning by the Hirer should take place until the Trust has confirmed the booking in writing. If the Trust cannot accommodate the booking, the deposit will be refunded in full without undue delay.

25.3. The deposit;

25.3.1 does not form part of the payment

25.3.2 does not confirm the booking or infer any acceptance of a contract and

25.3.3 is held pending satisfactory conclusion of the letting.

**26 Residual Expenses.**

26.1. Any residual costs will be;

26.1.1 deducted from the deposit before refund and

26.1.2 fully transparent and reasonable.

26.2. At the end of a hiring, the deposit, either whole or in part, will be refunded without unreasonable delay.

**27 Routine Payment.**

27.1. All hire payments are required to be paid on production of an invoice.

27.2. The Trust reserves the right to cancel a booking at any time for non-payment of fees.

**Ad Hoc Charges.**

**28 Damage.**

- 28.1. The Trust reserves the right to impose reasonable additional charges for damage to premises, fixtures, and fittings above what is considered to be reasonable wear and tear.
- 28.2. The Hirer agrees to pay these charges on production of a relevant invoice.

**29 Additional Cleaning.**

- 29.1. The Trust reserves the right to recover some of the additional cleaning costs involved with mitigating the risk of Covid-19; any such costs will be;
- 29.1.1 reasonable,
  - 29.1.2 transparent and
  - 29.1.3 will not seek to make a profit.
- 29.2. Any additional costs will be discussed with the Hirer before invoicing.

30 **VAT.** All charges are inclusive of any VAT at the appropriate rate; VAT will not be shown separately.

**Booking.**

- 31 No assumption on continuity of bookings will be made by the Trust.
- 32 No assumption on continuity of booking should be made by the Hirer until confirmation is received in writing.
- 33 If the Hirer wished to extend or renew a booking, the Hirer must, at the end of any hiring, indicate clearly that the booking is to continue in successive months or years.
- 34 Whilst the Trust will endeavor to give first option of a particular booking time and / or location to an incumbent Hirer it is under no obligation to do so and the Trust reserves the right, in the absence of clear written guidance or statement of intent from the incumbent, to hire the facility to another individual or organisation.
- 35 No booking will be accepted from any individual under the age of 18 years old.
- 36 The Trust reserves the right to decline a booking for any individual or organisation without having to give a reason.
- 37 The Trust will carry out due diligence before agreeing to a booking which may include seeking references about an organisation. By signing the Letting Agreement, the Hirer agrees to the Trust seeking appropriate references should the Trust deem this necessary.
- 38 The Trust reserves the right to cancel any booking should any due diligence or activity identify anything which may be unacceptable to the Trust or risks bringing the Trust or individual schools into disrepute.
- 39 The Hirer agrees to leave the premises in a clean & tidy manner commensurate with the condition in which it was in at the beginning of the hire period. Any additional costs associated with cleaning & tidying will be passed on to the Hirer in line with the terms of this contract.
- 40 The Hirer agrees to maintain the high standards and ethos of the Trust and undertakes to do nothing which may undermine the Trust in these matters.

**Neighbours.**

- 41 All the Trust premises are situated in residential areas, the Hirer is responsible for ensuring the use of facilities does not cause annoyance to any people living in the areas.
- 42 The Hirer undertakes to ensure those taking part in their activity;
- 42.1. act reasonable at all times and
- 42.2. take the potential concerns of the community into account before carrying out any activity which may cause offence, annoyance, irritation or bring the Trust and / or the schools into disrepute.
- 43 The Hirer agrees to ensure that all car parking;
- 43.1. is carried in line with directions on the premises and
- 43.2. does not cause annoyance or inconvenience to local residents.

**Cancellation.**

- 44 **Trust.**
- 44.1. The annual calendar of trust & school events is produced in September each year. Whilst every effort will be made to respect the Hirer's booking, a booking clash will only occur for a recognized Trust or school event.
- 44.2. Where a booking clash cannot be avoided, the Trust will, in the first instance seek to resolve the clash by offering an alternative location or time. If the clash cannot be resolved, the Trust reserves the right to cancel or reschedule a booking.
- 45 **Hirer.** Reasonable notice must be given of any cancellation; reasonable notice is deemed to be;
- 45.1. 6 weeks' notice would be expected for long term bookings ie a booking of 1 term or more and
- 45.2. 2 weeks' notice for short term bookings.
- 46 Failure to give adequate notice may lead to costs being applied to the deposit.
- 47 In the case of a short-notice cancellation due to unsatisfactory references, the Trust may retain reasonable administrative fees from the deposit.

**Health & Safety.**

- 48 **Fire.**
- 48.1. At the beginning of the booking or at the start of the first booking of a pattern and at least every three months, the Hirer will draw the attention of attendees to precautions to reduce the risk of fire and identify fire escape routes and actions to be taken on discovering fire.
- 48.2. The Hirer will;
- 48.2.1 confirm in writing to the Trust that the brief has been completed and
- 48.2.2 notify the Trust of the date the briefing was delivered.
- 48.3. The Trust reserves the right to cancel a booking, or pattern of bookings, should the required briefing not be completed as expected in this contract.



**Equipment.**

- 49 Any external electrical appliances brought into the site for the event must have been tested, appropriately, before being used on Trust Property.
- 50 By bringing electrical equipment onto the premises, the Hirer gives assurance that it;
- 50.1. complies with extant testing and compliance regulations applicable to that equipment and
- 50.2. will be used only in line with the directions of the manufacturer for said equipment.
- 51 The Trust reserves the right to see copies of current testing certificates which will not be unreasonable withheld; the Trust will give reasonable notice of its intention to view any certification.

**References.**

- 52 The Trust reserves the right to seek references for any group, or leader within that group, wishing to hire Trust facilities.
- 53 The receipt of references deemed to be unsatisfactory may lead to cancellation of the letting at short notice.
- 54 The Head / Head of School remains the final and exclusive arbiter in deciding if a reference is satisfactory or unsatisfactory.

**Insurances.**

- 55 Before commencement of any letting, the Hirer must provide the School with evidence of current:
- 55.1. **Public Liability Insurance (PLI).**
- 55.1.1 The Hirer must provide evidence of PLI in line with the Lettings Agreement.
- 55.1.2 Any hirer of Trust Facilities must adhere to the recommended insurance standards and norms expected by the activity in which they are engaged; by signing the Letting Agreement, the Hirer is confirming that the relevant, activity specific, insurances are in place, current and meet accepted minimum standards.
- 55.2. **Disclaimer.**
- 55.2.1 The Trust **is not responsible** for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

**Safe Guarding & Child Protection / Vulnerable Adults.**

- 56 Any organisation submitting a lettings request involving working with children, young people or vulnerable adults must submit a signed copy of their current Safe Guarding Policy and Child Protection and/or Vulnerable Adult Policy to the School before the start of the first letting.
- 57 The Trust reserves the right to cancel any booking, series of bookings where;
- 57.1. the booking party receives an adverse inspection report or
- 57.2. a serious child safeguarding issue is identified.

**Safety****58 Public Safety.**

- 58.1. The Hirer is responsible for;
  - 58.1.1 preventing of overcrowding (such as would endanger public safety),
  - 58.1.2 keeping clear all gangways, passages and exits,
  - 58.1.3 providing adequate supervision to maintain order and good conduct and, where applicable,
  - 58.1.4 adhering to the correct adult / child ratios at all times.
- 58.2. **Own Risk.**
  - 58.2.1 It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

**Equipment****59 Furniture and Fittings.**

- 59.1. Furniture and fittings shall not be removed or interfered with in any way.
- 59.2. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.
- 59.3. In the event of any damage to premises or property arising from the letting, the Trust reserves the right to raise charges.

**60 School Equipment**

- 60.1. Only equipment specifically agreed in Annex A may be used.
- 60.2. Responsible adults must;
  - 60.2.1 supervise the use of any Trust / school equipment that is issued and
  - 60.2.2 ensure its safe return to its appropriate location.
- 60.3. The Hirer is;
  - 60.3.1 liable for any damage, loss or theft of Trust / school equipment they are using and
  - 60.3.2 responsible for the safe and appropriate use of that equipment.
- 60.4. Use of the Trust's / school's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at Annex A.

**61 Hirer's Equipment.**

- 61.1. Any equipment used in the Letting must be agreed by the School before being brought onto the school premises.
- 61.2. Equipment must not be left on the school premises overnight without the express written authority of the School on every occasion.

**62 Statutory / Mandated Inspection results.**

- 62.1. The hirer agrees to forward all inspection results, reports or likewise in a timely manner to the Trust.

- 62.2. The Trust reserves the right to terminate any letting agreement at short notice should the hirer receive an adverse / unsatisfactory report from an inspection and immediately if a report identifies safeguarding issues.

**Other Considerations.**

- 63 **Toilet Facilities.** Access to identified and agreed toilet facilities is included as part of the hire arrangements; other facilities must not be used.
- 64 **First Aid Facilities.**
- 64.1. There is no legal requirement for the School to provide first aid facilities for the Hirer.
- 64.2. The Hirer must;
- 64.2.1 make suitable arrangements given the nature of the activity which may include the provision of first aid training for supervising personnel,
- 64.2.2 provide suitable first aid equipment commensurate with the activity being provided and
- 64.2.3 provide a means to summon aid from the emergency services.
- 65 **Food and Drink.** The Hirer is responsible for ensuring that any food and drink brought onto the premises is;
- 65.1. handled in line with extant health and hygiene regulations and
- 65.2. removed at the end of each individual booking.
- 66 **Intoxicating Liquor / Drugs.**
- 66.1. No intoxicants / drugs shall be brought on to or consumed on the premises.
- 66.2. Any person thought to be under the influence of alcohol or drugs must be refused admittance.
- 67 **Smoking.**
- 67.1. The whole of the school premises is a non-smoking area.
- 67.2. Smoking is not permitted within school buildings or on school grounds at any time.
- 68 **Suitable footwear.**
- 68.1. Appropriate footwear must be used; no stiletto, thin or floor damaging heel is to be worn.
- 68.2. If activities involve outdoor use, participants must ensure footwear is cleaned before re-entering the premises.
- 69 **Copyright or Performing Rights.** The Hirer will;
- 69.1. not, during the occupancy of the premises, infringe any subsisting copyright or performing rights and
- 69.2. indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire covered by the Letting Agreement.

70 **Sub-letting.** The Hirer shall not sub-let the premises to another person.

## **Security**

### 71 **Opening & Closing.**

- 71.1. The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use; the cost will be included in the charge for the letting.
- 71.2. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.
- 71.3. Only named key holders may operate the security system; keys must not be passed to any other person without express written authority of the Trust.

### 72 **CCTV.**

- 72.1. By signing this contract the Hirer acknowledges and accepts the use of CCTV for security purposes.
- 72.2. Any captured images will be:
  - 72.2.1 retained for security purposes only, and
  - 72.2.2 deleted at end of the academic year (31 Aug).

### 73 **Right of Access.**

- 73.1. The Trust reserves the right of access to the premises during any letting.
- 73.2. The TOO, Head / Head of School, or other delegated officer may attend to monitor activities from time to time.

### 74 **Conclusion of the Letting.**

- 74.1. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.
- 74.2. If this condition is not adhered to, an additional charge may be made.

### 75 **Vacation of Premises**

- 75.1. The Hirer shall ensure that the premises are vacated promptly at the end of the letting.
- 75.2. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

**The Hawksmoor Learning Trust Letting Agreement**

This Agreement is dated 2024

**BETWEEN**

The Hawksmoor Learning Trust incorporated and registered in England (Company Number: 07489127) whose registered office is Balmoral Close, Towcester, Northampton, NN12 6JA (**The Trust**)

And

\_\_\_\_\_, an unincorporated club whose principle address is \_\_\_\_\_  
 \_\_\_\_\_ and whose authorised representative is: \_\_\_\_\_

(Print the name of the individual representing the organisation) (**The Hirer**)\*

or

\_\_\_\_\_, an individual whose address is \_\_\_\_\_  
 \_\_\_\_\_ (**The Hirer**)\* \*Delete whichever is not required

**Preamble**

1. The aims of this agreement is to ensure that the:
  - 1.1. Trust suffers no burden, financial or otherwise, and
  - 1.2. Trust premises are;
    - 1.2.1. used for out of school hour activities in a safe and environmentally sound manner, and
    - 1.2.2. not used for events that could bring the school into disrepute and / or cause upset to children, teachers, governors or the local community.
2. The terms and conditions of The Hawksmoor Learning Trust Lettings Policy shall apply to the Hire and this Agreement.
3. By making the facilities available to the Hirer, the Trust, including the Schools, is not endorsing any activity, product or views of the Hirer; the name or marks of the Trust and individual schools must not be used in any promotional or advertising material without the express written permission of the Trust.
4. There must be no allusion to, or suggestion of, any commercial relationship between the Trust, the individual schools in the Trust and the Hirer other than the Hire of the facilities.
5. The letting of facilities to an individual or organisation does not infer any other contractual obligation on the Trust / School any individual employed by or representing the Trust / School.
6. The Trust does not infer or accept any contractual relationship with a hirer other than the provision of the facilities in line with Annex A of this Agreement.

**Changing Facilities**

7. Changing facilities are, currently, NOT AVAILABLE; toilets as part of the changing facilities will be available if required and agreed in advance.
8. It is the responsibility of the Hirer to ensure this facility is kept to a very high standard of hygiene.

9. Any misuse will incur cleaning charges in line with this contract and may lead to booking cancelation.

**Annex A: Letting Agreement (23 – 24)** (Version 1 Rev 5 Apr 23)

Name of organization/person hiring the facilities (Hirer):	
Address of Hirer:	
Representatives of Hirer:	
<b>Primary / main contact:</b>	
Name:	
Contact Number:	
Email:	
<b>Secondary contact:</b>	
Name:	
Contact Number:	
Email:	
Location of premises to be hired:	BLPS / MWPS / NHPS / TRPS
Facility to be hired eg Hall, Rooms, MUGA	
Date of first hire	
Start time	
End time	
Hire pattern	
Date of last hire	
Cost per session	
Total to be paid to the Trust	
Special arrangements / comments	

Emergency contacts

Bracken Leas Site Supervisor	James Possinger	Tel:	07756 669696
Marie Weller Primary School	Tony Benham	Tel:	07542 766132
Nicholas Hawksmoor Primary School	Neil Windebank	Tel:	07715 310120
The Radstone Primary School	Alan Gilbert	Tel:	07803 815130
Trust Facilities Manager	Dave Mitchell	Tel:	07535 608534

For and on behalf of the Trust:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Kay Baul Position: Trust Operations Officer

I confirm that have read and understand THLT Lettings Policy; I agree to adhere to this policy.

For and on behalf of \_\_\_\_\_:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Position: \_\_\_\_\_