



Lettings Policy

For the Following Academies:

Holy Trinity C of E Primary School
Connaught Junior School
Crawley Ridge Infant School
Crawley Ridge Junior School
Windlesham Village Infant School

This Lettings Policy was approved and adopted by the Trust Board on 4th July 2018
It will be reviewed during the Summer Term 2020

Introduction

Use of the Academy premises for Academy functions will take priority over lettings. Otherwise, the short-term letting of the Academy premises by the local community is welcomed, subject to the lettings being properly documented, cost effective, and of a type appropriate to the size and general disposition of the premises.

The conditions under which the Academy premises may be let are as follows:

- **A contract of let has been approved and signed by the hirer and authorised representative of the Academy. This will include the requirement that:**
 - **All hiring organisations and bodies follow the Academy's Child Protection Policy and procedures to keep children safe and prevent them from any extremist views or information that does not uphold both British and the Academy's values.**
 - **All hiring organisations follow the Academy's Data Protection Policy and remain GDPR compliant in the way they process subject data.**
- only reputable and local organisations or bodies will be allowed to let;
- A non-exclusive licence will be granted for regular, scheduled lettings;
- the period available for lets will be between 0730hrs and 2300hrs each day, and premises must be vacated before 2400hrs;
- lettings are to be made on the understanding that Academy site-manager will be limited to opening the premises, assisting with the provision of any agreed Academy equipment, and then, if there is no authorised key holder, finally closing and securing the premises on completion of the hirer's activities. All other work associated with the hirer's activities, in addition to restoration of the area and any equipment on completion, together with final cleaning, will be the sole responsibility of the hirer;
- lettings to the PTA will be free of charge;
- where the Academy is used as a polling station the relevant authority will be charged the actual additional costs incurred by the Academy;
- lettings to other hirers will be charged at cost plus a profit margin determined by the Local Academy Board;
- income derived from lettings will be retained by the Academy, and costs to the Academy arising from lettings will be met from this income; the premises will not be let to individuals or organisations if there is reason to believe that the name of the Academy could be brought into disrepute;

- the Academy may be prepared to consider letting the premises for functions where a Public Entertainment licence is required;
- all lettings will be made in accordance with the Academy's No Smoking Policy;
- decisions to permit lettings will be made by the Local Academy Board (Business) in response to a recommendation from the Headteacher;
- all hirers will be expected to conform to the relevant conditions in the current issue of the statutory Health & Safety regulations.
- all hirers must carry sufficient Third Part Liability insurance to satisfy academy requirements; alternatively, the Academy may be prepared to purchase a variation to its own Third Party Liability insurance to cover the activity of the hirer on the Academy premises. The cost of such variation, in addition to an administration charge, will be charged to the hirer;
- in the event of the Academy needing to cancel a previously-agreed letting, neither the Academy nor the local academy board will be liable for any claim for compensation (actual or consequential) other than the return of any advance payment made;
- all hirers must make full payment prior to their use of the premises or in line with the rental agreement within their granted licence.
- A risk assessment is completed by each hirer in consultation with the Academy.

With particular reference to protecting the health and safety of the hirer's and their accompanying occupants of the Academy premises, and in consideration of proper care and protection being afforded by the hirer to the Academy's property, the following conditions will apply to each letting:

The Academy will provide:

- a) signage in the letting area identifying the strict NO SMOKING rule, the nearest EXIT doors, and the shortest escape route from the letting area in the event of fire or other emergency;
- b) emergency lighting, if required, to allow safe evacuation of the premises in the event of an electrical power failure;
- c) audible smoke alarms in the adjacent accommodation, if required, to provide an early warning to the hirer's occupants of the need to leave the premises;
- d) sufficient external lighting in the area to allow the hirer's occupants to make a safe departure from the premises;
- e) access to a small stock of "first aid" dressings in the event of minor injury.

For each and every letting occasion the hirer will:

- a) provide, in advance of the occupation, the name of a responsible adult person who will be present throughout that particular period of occupation of the premises;
- b) confirm that the named responsible person will:
 - have immediate access to a serviceable mobile phone to allow calls for assistance to be made to the emergency services or others in the event of fire or other emergency occurring during the period of occupancy;
 - ensure that the occupied part of the premises remains secure against unauthorised entry throughout the period of the occupation;
 - assist the Academy's site manager at the completion of each day's activity to ensure that all persons have vacated the premises, and that conditions are safe before finally securing and locking the premises.
 - Make sure all staff work within the guidance laid out in the Academy's Child Protection, Behaviour & Health & Safety Policies

Appendix 1: Lettings agreement

This agreement requires the signature of both parties and is binding on both parties as per the terms below.

The entity letting out the property or a section thereof is known as the Licensor. The entity requiring the use of the property or a section thereof is known as the Licensee.

THIS AGREEMENT is made the day of 201..

BETWEEN:

THE Alliance Multi-Academy Trust (CN: 08576427) of Fredericks House, Lightwater GU18 5SA ("the **Licensor**")

and ("**the Licensee**")

NOW IT IS HEREBY AGREED as follows:-

Licence Fee: Year 1: £XXXXXX payable monthly in advance on the 1st day of each month during the Licence Period

Year 2: £XXXXXX payable monthly in advance on the 1st day of each month during the Licence Period

Year 3: £XXXXXX payable monthly in advance on the 1st day of each month during the Licence Period

Year 4: £XXXXXX payable monthly in advance on the 1st day of each month during the Licence Period

Year 5: £XXXXXX payable monthly in advance on the 1st day of each month during the Licence Period

Thereafter the Licence Fee shall then be determined on an annual basis to be the higher of the existing Licence Fee or that figure plus and increase by the higher of £XXX per annum or CPI which such sum shall be determined by the Licensor acting reasonably and promptly agreed by the Licensee.

Licence Period: XX months

Termination Date: day of 20XX or sooner if this Licence is determined by either party before that date

Termination: by either party on not less than 6 months' notice in writing served upon the other on expiry of which this Licence shall immediately cease and determine but without prejudice to any existing right of action either party may have against the other

Permitted Use: Use for the purpose of

Days of Occupation: xxxxDays (except usual Bank Holidays in England and Wales) (or on other days with the written consent of the Licensor)

Times of Occupation: [] AM/PM to [] AM/PM (or longer with the written consent of the Licensor)

The Licensee:

- Will pay all fees due including interest and VAT if applicable.
- Will pay within 7 days any costs incurred in recovering any arrears of payment due under this agreement including interest applied due to late payment.
- Will not damage the property and keep the interior and exterior of the property clean and tidy.
- Will remedy any breaches of this agreement brought to their attention by the Licensor including making good any damage to the property or its fixtures and fittings, as soon as is reasonably practicable, or repay the Licensor for all outgoings if the Licensor has to make good the damage.
- Will not commit acts of waste nor erect any structures or alter the property in any way.
- Will not attach or display signs externally or internally unless requested by the licensor e.g. the Licensor may require signs to be displayed in terms of health and safety.
- Will inform the Licensor of anything which may endanger or adversely affect Health and Safety.
- Will put in place, and supply evidence of, proper insurance covering its activities and use of the Property.
- Will not use the property for any illegal or immoral purpose.
- Will not create a nuisance to the Licensor or to any owner or occupier of a neighbouring property.
- Will only use the property at the days and times specified.
- Will not allow access to or sublet to any other party.
- Will not obstruct lights or windows.

- Will be liable to pay for any additional licenses which may be required for their activities
- Will indemnify the Licensor against all liabilities which may arise in terms of the Licensee’s activities.
- Will observe all Academy regulations applicable.
- Will ensure that no person is employed or engaged who
 - Has failed a DBS check.
 - Has a criminal record or has been subject to an ASBO.
- Will inform the Licensor of any employee who gains a criminal record or ASBO after commencement of this agreement and will remove that person from the Academy who will then cease to be engaged in work involving children or vulnerable adults.
- Will ensure that any visitors or employee acts in accordance with Academy management policies and security arrangements defined by the Academy.
- Will supply on request a written list of all employees or other person who will be attending or are likely to attend and require access to the Property.

The Licensor:

- Will ensure that the property is insured for loss or damage.
- Is able to terminate this agreement at any time subject to reasonable notice and will refund any payments made in advance of the remaining days and times unless any damage or liability has occurred which has not been made good by the Licensee.
- Reserves the right to refuse admission to any visitor or anyone employed by the Licensee without any reason being given for that refusal. Any decision by the Academy to refuse admission is final and conclusive.

Headteacher to sign

Print Name

Date

On behalf of (Licensee)

Signed

Print Name

Date