

Maiden Erlegh Trust  
**LETTINGS POLICY**



**MAIDEN ERLEGH**  
TRUST

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## Policy Objectives

Maiden Erlegh Trust is the accountable body for all premises decisions in relation to the schools within the Trust, and adopts the following principles in terms of letting of its school premises:

- a) School premises represent a significant capital investment and should be fully utilised;
- b) School premises are a valuable community resource;
- c) Use of school premises that derives an educational benefit constitutes a natural priority;
- d) A profit margin will be derived from private or commercial usage
- e) All lettings will finish before 11.00pm, unless written permission is obtained from the Headteacher or School Business Manager/Operational lead. (separate conditions apply to outside facilities)

Use of school facilities to host private parties will be assessed on a case-by-case basis. The final decision on whether to agree a private party rests with the Headteacher.

- f) Alcohol will not be available for purchase by the general public at any letting.
- g) Smoking and vaping is prohibited within 50 metres of the school site as well as on site. Food is to be consumed only in those areas of the school so designated prior to the letting.

## Priority Usage

The Trust has adopted the following categories of user:

### **Statutory users**

Usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs.

Statutory usage is defined as the following:

- Use of premises for polling stations or political meetings when a local or parliamentary election has been declared
- Official meetings of the parish or parochial councils
- Any other statutory purpose which may arise
- Use of premises by the Local Authority

### **Designated Users**

Designated Users should be given a priority of access, except where a clash with statutory usage cannot be avoided. The Trust commits to offering use of facilities to Designated Users at a significant discount, and the level of this discount is at the discretion of the Chief Finance Officer but shall at no time be less than 25%. The order of priority of access to extended use of the school site is as follows:

- The school's own activities e.g. governor, staff or PTA meetings, curriculum activities such as plays and concerts, fund-raising activities for school funds. Activities falling under this section do not incur a letting fee.
- Community Education activities as organised by the school.
- Other community activities - specifically for the local community and not run for profit.
- Any other activities as agreed by the Headteacher.

### **Private Users**

Those who are not defined as statutory or designated users are defined as private users. The Trust has agreed it will not hire out the premises for parties or other large scale celebrations, such as weddings, unless agreed in writing by the Chief Operations Officer upon recommendation by the Headteacher of the school. All hirers will need to agree to have due regard to the neighbouring residents in terms of noise and disruption.

### **Applications for Designated User Status**

The Trust has delegated their power to determine designated status to the Chief Operations Officer who will exercise discretion on their behalf and determine applications.

### **Application for hire**

The Trust has delegated the authority to accept applications for hire to the Headteacher who may further delegate to the School Business Manager/Operational Lead.

### **Lettings Documentation**

All formal hiring of school's premises, including those for which no charge is made, must be properly documented.

Where the letting is conducted through School Hire, hirers will be required to confirm that they agree to the terms and conditions of hiring upon booking. Where School Hire is not in use, hirers will be required to complete a 'Hirer Agreement' form and a 'Lettings Agreement' form.

All hirers must agree to conform to safeguarding procedures, either in writing or through School Hire, where lettings involve children and vulnerable adults. The Trust reserves the right to decline a letting if it is not satisfied with the safeguarding arrangements.

### **Scale of Charges**

The scale of charges will be reviewed annually in the summer term and any increase will be put in place for the following September. Lettings rates will increase by the RPI

over the last 12 months to April each year. The scale of charges can be obtained from the school.

## Discounts

Discounts are at the discretion of the Headteacher but must not result in a loss to the school. Reasons for the discount will be recorded and will take account of the overall commercial position of the letting.

## Value Added Tax

VAT will be applied to any transactions where this is appropriate.

## Insurance

The Hirer shall take out its own Employer and Public Liability insurance cover and not do anything that will or might constitute a breach of any statutory requirement affecting the School premises or that will or might wholly or partly vitiate any insurance effected in respect of the premises from time to time. The Hirer must indemnify the School and keep it indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this policy and any breach of any of the Hirer's undertakings contained in this policy.

## Minimum charges and deposits

The Trust reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

## Cancellations

The hirer of the premises can cancel any hire, the full fee will be payable if cancellation is less than 48 hours before the event.

The school reserves the right to cancel any agreed hiring. A full refund will be issued if the school cancels a hire. The Trust shall not be liable for any indirect or consequential losses, including (without limitation) any loss or profit, loss of business or the loss of any revenue arising out of the cancellation of any hire.

## Payment methods

A new lettings payment process has been implemented in September 2024 for most schools. The hirer is expected to request and pay for the facilities through School Hire. The school and the hirer will each accept the booking as per the Terms and Conditions on School Hire.

Payment terms for regular lettings will generally be monthly in advance and paid via School Hire on a credit/debit card unless otherwise agreed by the Finance Manager and confirmed in writing by the School Business Manager/Operational Lead.

## Safeguarding

The school is dedicated to always ensuring the safeguarding of its students. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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 students, 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.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's Designated Safeguarding Lead, as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our Director of Safeguarding.

## Health and Safety

Health and safety requirements are outlined in the Terms and Conditions of Hire, which all users agree to upon making a booking. Hirers are responsible for familiarising themselves with the school's emergency evacuation procedures and ensuring compliance with all relevant health and safety regulations during their use of the premises.

## Review of Policy

The Trust will review the policy every 3 years.

# Appendix A' Terms and Conditions

## Key definitions

- **“Hirer”** means the person or entity identified in the relevant hire request submitted via our lettings system, School Hire, or by any other means.
- **“Premises”** refers to the school facilities, including buildings, grounds, and equipment, that are available for hire.
- **“School”** means the Multi Academy Trust and its individual schools that offer the premises for hire.
- **“Licence”** refers to the agreement between the school and the hirer regarding the use of the premises.
- **“Hire Request”** means the application submitted by the hirer to use the premises via our lettings management system, School Hire.

## Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund. Acceptance of the booking online confirms that you have read and agree to abide by the terms of conditions set out below. The terms and conditions will be reviewed at least annually or when there is a significant change and we will notify existing hirers of any changes.

1. The hirer shall pay the full amount as stipulated by the school and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee. Payment must be made in accordance with the payment schedule stipulated on School Hire. Late payments may incur additional fees, and non-payment may result in the termination of the hire agreement. Any requests to change the payment schedule must be submitted to the Trust Finance Manager.
2. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
3. The hirer shall not sub-licence any of the premises under the licence.
4. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request.
5. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

6. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
7. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time. The hirer will ensure that the lettings assistant at the setting is provided with the contact details of a responsible person on site over the hire period to deal with any health and safety emergencies.
8. First aid will be the responsibility of the hirer. Upon request, we may be able to provide access to a first aid kit.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate before a hire request will be confirmed. This must be set at a minimum of £5 million coverage.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
12. Any damage to the premises or school equipment;
13. Any claim by any third party against the school; and
14. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises.
15. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
16. Cancellations by the school: Any cancellations made by the school will be refunded.
17. Cancellations by the hirer: Any cancellations by the hirer received with less than 48 hours' written notice will not be refunded.
18. Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including natural disasters, pandemics, or other emergencies.
19. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.

20. The hirer will ensure that noise levels during the period of the hire and on entering and leaving the premises are controlled to avoid any disruption to neighbouring properties.
21. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind, except by prior agreement with the school.
22. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
23. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
24. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
25. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
27. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
28. The school's premises hire policy, the relevant hire request submitted by the hirer and the relevant hire confirmation issued by the school shall apply to and are incorporated in the licence.
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.