

Cheshire Academies Trust Lettings Policy

The Cheshire Academies Trust (CAT) Board of Trustees regards their Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Trust is to support each Academy in providing the best possible education for its pupils and any lettings of the premises to outside organisations will be considered with this in mind. It is also the policy of the Board to maximise the use of the educational premises and to seek to encourage the active participation of as wide a range of groups as possible from the community.

The Academy's delegated budgets (which are provided for the education of their 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 Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of the premises by an outside organisation must be reimbursed to the Academy's budget.

Definition of a Letting

A letting may be defined as “any use of the Academy 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 Academy, which is to provide a high standard of education for all its pupils.

Use of Academy premises for activities such as staff meetings, parents' meetings, Trustees meetings and extra-curricular activities of pupils supervised by academy staff, fall within the corporate life of the academy. Costs arising from these uses are therefore a legitimate charge against the General Annual Grant.

Charges for a Letting

The Local Governing Body is responsible for setting charges for the letting of its academy premises. A charge will be levied which covers the following:

Cost of services (heating and lighting);

Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;

Cost of administration; Cost of “wear and tear”;

Cost of use of academy equipment (if applicable);

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.

The specific charge levied will be reviewed annually, during the spring term, by the Finance Committee for implementation from the beginning of the next financial year. Current charges will be provided in advance of any letting being agreed. The scale of letting charges will vary depending on the number of participants and the facilities that are required.



Management and Administration of Lettings

The Head of School is responsible for the management of lettings. Where appropriate, they may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the lettings process.

If the Head of School has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Premises and Health and Safety Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Bursar, who will identify their requirements and clarify the facilities available. A letting request form (see appendix) should be completed at this stage. Governors have the right to refuse an application, and no letting should be regarded as “booked” until approval has been given. 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, a form will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the academy’s current scale of charges. (The academy may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the academy will be paid into the GAG budget, in order to offset the costs of services, staffing etc. (which are funded from the GAG budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

Public Liability and Accidental Damage Insurance

All organisations submitting applications for letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken. The minimum level of cover required by the governing body is £5,000,000. The Hirer should retain the Hiring Conditions and return the Hiring Application to the Head of School.

Name of Academy.....

Signed..... Date..... (Head of School)

Signed..... Date..... (Chair of Finance Committee)



HIRING CONDITIONS

1. In these Conditions:
 - (a) 'The Owners 'means the Trustees of the above mentioned Academy, and 'the Agent' means the Head of School.
 - (b) 'The Hirer' means the person signing the application from and in addition any organisation for which he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
2. Not more than the number of persons stated in the application form shall be allowed in the Academy premises at any one time.
3. Use of the Academy premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.
4. The Hirer is responsible for and shall indemnify the Owners against all damage to the Academy premises and to any property on the Academy premises occurring during or in relation to the hiring or while persons are entering or leaving the premises pursuant to the hire, however and by whomsoever caused.
5. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring not for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the premises during or in relation to the hiring in respect of any such loss, damage or injury.
6. The right at any time to enter the premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.
7. The Hirer shall ensure that good order is kept in the premises.
8. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.
9. No bolts, nails screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the premises. No articles may be fixed thereto and there shall be no structural alterations to Academy.
10. The Hirer shall at the expiration of the hiring leave the premises in a clean and orderly state. All bookings for children's parties will be charged a refundable cleaning deposit. The deposit will be refunded if the building is left in a satisfactory condition.
11. The Hirer shall ensure that all property brought into the premises for the purpose of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.



12. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the academy premises whether affixed to the same or free standing.
13. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
14. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of the fire-fighting equipment.
15. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All should be fully electrically tested.
16. The playground may be used for parking only with the consent of the Head of School.
17. All the conditions attached to any music and dancing licence and any theatre licence for the Academy premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
18. All legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
19. All scenery and costumes used for stage performances and the like must be fireproofed.
20. If the hiring includes use of the Academy kitchen the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.
21. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.
22. Payment should be made, preferable by ParentPay, or paid by cheque directly to the Academy.
23. Insurance (public liabilities) should be shown to the Academy and a copy retained by the Academy



CHESHIRE ACADEMIES TRUST HIRING APPLICATION

Name of Academy.....

To the Governors of the above-mentioned Academy and to the Headteacher/Principal, their Agent.

1. I
of

hereby apply for the hire of the following parts of the premises of the above mentioned Academy

.....

fromam/pm on

untilam/pm on

for the purpose of.....

.....

2. I agree to pay for such hire the following sums, namely:- £ p

Hire charge

3. Not more than 100 persons shall be allowed on the premises during the hiring.

4. I agree to observe and perform the Hiring Conditions relating to the building, whether I have in fact seen the same or not, prior to signing this application. I understand that I may see a copy on application to the aforesaid and that a copy will be on the premises at the time of hiring.

5. This hiring is on behalf of

whose authority I have to bind them by signing this application on their behalf.

Dated 20.....

Signed

