



# Chiltern Way Academy Trust

Turning Futures Around

## Lettings Policy

**Responsibility for this policy: Estates Manager**

**Responsibility for its review: FGP**

**Approved: Autumn 2021**

**Next Review Date: Autumn 2022**

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## **Introduction**

Chiltern Way Academy Trust recognises that its grounds and buildings are significant assets not only in terms of the financial cost of their maintenance and upkeep but also in terms of the opportunities that they can afford to the local community outside the hours of everyday school usage.

CWA therefore encourages and welcomes applications from third parties to use academy facilities at a time when there will be no impact upon students, in a manner which complements their day-to-day usage while not resulting in undue wear and tear and excessive cost.

## **Administration of Lettings**

The Estates Manager will undertake day-to-day administration of site lettings - publicity, advertising, co-ordination, viewings and room preparation. However, all proposed lettings will be at the discretion of the Head of Campus whose signature will be required on all letting documentation prior to an event taking place.

## **Lettings Documentation**

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All prospective hirers will be required to complete a lettings agreement which will stipulate the time and dates of any booking together with the intended use and the number of people attending.

Appended to any letting agreement will be the standard terms and conditions for the Academy and the signature of the hirer and Head of Campus will endorse these contractual documents which the trustees may enforce at law.

## **Variations**

If, owing to the nature of any prospective letting the standard terms and conditions require amendment, such amendments will be highlighted in the said document and endorsed by the Head of Campus who may choose to consult with the CEO, CFO or other member of SLT. It would be a prerequisite that the letting would still need to be an appropriate one and in the best interests of the Academy

## **Scale of Charges**

The scale of charges will be reviewed annually and benchmarked against other school and academy facilities in the vicinity.

While the primary purpose is to provide a community facility the academy is also charged with a duty to demonstrate sound financial management and business-like approach to lettings. Accordingly, no letting can result in a foreseeable financial loss to the organisation.

The basic charging policy will agree an hourly rate for a specialist area e.g. sports-hall, kitchen or dining room and a general rate for classroom usage. Parking and use of toilet facilities will be automatically included in any charge. However, changing room and showers will represent an additional charge over and above the basic sports hall / MUGA hire. For extended hire of facilities

such as playing fields for weddings or other festivities a general rate will be applied which will then be enhanced should other facilities be required at the same time.

For unusual bookings outside the scope of the charging policy a rate will be proposed by the Estates Manager in consultation with the Head of Campus. Such ad-hoc arrangements shall have as their basis a consideration of the standard rate of charges and the rationale for any such agreed rate shall be recorded and available for review by the trustees and/or external audit.

### **Value Added Tax**

The trustees are constrained by law to apply value added tax to all transactions where this is appropriate.

### **Minimum charges and deposits**

The minimum hire period will be for one hour which will allow for not more than ten minutes setting up and clearing time. If addition time is envisaged for set-up or clearing away, then a two-hour minimum booking will be necessary.

In circumstances where there is a risk of wilful damage, excessive wear and tear or additional cleaning, despite the best endeavours of the Hirer and/or the Academy, a deposit over and above the hiring charge will be levied 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**

A minimum of 48 hours (about 2 days)-notice of cancellation is required in order to reduce any liability for agreed hire charges unless an alternative notice period has been agreed in advance and duly endorsed by the Head of Campus. CWA will seek to recover any cost incurred by the school which is unavoidable and results directly from the cancellation of a letting.

### **Payment methods**

CWA has a fiduciary duty to avoid the accumulation of unmanageable debt and accordingly all charges for one-off lettings together with any agreed surety or deposit must be paid in advance. For long-term bookings invoicing will be undertaken on a termly or half termly basis in advance as agreed between the parties at the time of booking.

Bank transfers, cheques or cash are acceptable, but cheques should be cashed and cleared prior to the letting taking place. In all cases where cash or cheques are paid over then an official receipt must be issued.

### **Security**

Most lettings will not require and should not expect continuous caretaking presence. However, such a presence as deemed necessary by the Estates Manager in consultation with the Head of Campus may occur where the nature of the hiring may leave the school vulnerable to theft or damage.

## APPENDIX ONE –CONDITIONS OF HIRE

### GENERAL ISSUES

- CAR PARKING:** Cars shall not be parked to cause an obstruction at the entrance to, or exits from, the school. THE HIRER must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.
- TOILET FACILITIES:** Access to the designated school's toilet facilities is included as part of the hire arrangements.
- RIGHT OF ACCESS:** The TRUST BOARD reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The CEO, Head of Campus or their representative, or members of the Trust Board may monitor activities from time to time.)
- VACATION OF PREMISES:** The HIRER shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.
- COMPLAINTS:** Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint.

### CONDITIONS OF HIRE OF THE SCHOOL PREMISES

#### THE HIRER SHALL

- ensure that the General Rules governing the use of the school as supplied to him/her, are complied with.
- on making the booking, inform the school of his/her intentions as to the provision of, and shall be responsible for, any extra charges thereby incurred, and for meeting all statutory requirements.
- during the period of hiring, be responsible for the protection of the fabric and contents, proper supervision of car-parking arrangements to avoid obstruction of the highway, safety from damage howsoever caused of the premises and contents, and the behaviour of all persons using the premises whatever their capacity.
- be responsible for obtaining any licenses necessary in connection with the booking.
- confirm with the school the license it holds.
- be responsible for the observance of all regulations relating to the premises stipulated by the Licensing Justices, the Fire Authority (in accordance with Rule 5 and 6), the Local Authority and all statutory requirements.
- not sub-let the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the premises, their users, or in any way invalidate the insurance relating thereto.

- indemnify the school Trust Board and the County Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during or because of a booking.
- if selling goods on school premises, comply with Trading Standards legislation and any local Code of Practice. In particular, the Hirer shall ensure that all goods are safe, correctly described and clearly priced. Any claims for price reductions shall be in accordance with the Code of Practice on Price Indications. A notice giving the seller's name and address shall be prominently displayed. On one day sales the Mock Auctions Act 1961 shall be complied with by not giving free gifts, restricting bidding, or reducing prices in competitive bidding.
- shall not discriminate, in any of its activities, on grounds of race, colour or nationality, sex, religion, marital status or disablement.
- Notify CWA by email or telephone not less than 48 hours prior to any booking for any cancellation, otherwise full payment will still be required.

#### **The TRUSTEES AND TRUST BOARD**

- will not accept any responsibility for any loss, or other expenses howsoever incurred by the Hirer, in the event of the cancellation by the Trust Board of the letting because of circumstances beyond its control (including without prejudice to the generality of the same industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Trust Board or the County Council as to whether a letting should be cancelled shall be binding on the Hirer.
- accepts no responsibility for loss or damage to any goods, materials, clothing, etc. brought into or left on the school premises or within the curtilage of the site.

#### **ACCEPTANCE BY THE HIRER**

- I confirm that I have read the Terms and Conditions for the Use of the Educational premises and agree to be bound by the Terms and Conditions of Hire.
- I accept the booking as set out.
- I will arrange for the invoice in respect of the hiring to be paid on receipt.
- The hiring organisation has taken out all necessary insurance and licenses (Public liability etc. copies to be provided prior to the letting) in accordance with any regulations applying at the time of the hire.
- I confirm that I have read and understood the latest regulations for COVID 19 and agree to abide by the regulations during the agreed hire period.

**Signed:**

**Date:**

**Name of hirer:**

**Contact number during the event:**

**Approval on behalf of the Academy:**

**Signed:**  
**(Head of Campus)**

**Date:**

## APPENDIX TWO – SCALE OF CHARGES 2020/2021

Hourly rate for hire of Sports Hall / MUGA	£32.00
Discounted rate for second and subsequent hours	£25.00
Hourly rate for standard classroom / workspace	£18.00
Daily rate for general grounds / playing fields (additional cost if extra days required for setting up/clearing)	£500.00
Daily rate for kitchen and dining room	£350.00
Daily rate for commercial use of vehicle parking	£150.00

From time to time, additional rates for ad-hoc bookings will be agreed by the Estates Manager in consultation with the respective Head of Campus. Such rates proposed will have general regard for the above charging principles.

Charges will be reviewed annually and applied from 1<sup>st</sup> September each year and will have regard for the rate of increase in the Consumer Prices Index (CPI) for the period of three months to fifteen months prior to the implementation date.