



The Gateway Primary Academy

Lettings Policy

Reviewed: May 2025

Rationale

The Board of Governors recognises that the Academy can play an important role in the life of the local community and that our building and grounds can be seen as a community resource. We support the letting of the Academy premises for local community use providing that this is not detrimental to the organisation of the Academy, or welfare of staff or pupils. We also recognise that lettings can provide additional income for the Academy.

1. Application

- The applicant is sent an application for hire form together with terms and conditions of use.
- The letting is then subject to the agreement of the Head Teacher and the availability of the caretaker. In unusual circumstances the Head Teacher reserves the right to consult the Chair of Governors.
- All lettings are subject to acceptance of conditions of hire (Appendix 1).

2. Contracts

The letting will be agreed and confirmed in writing by the user and the Head Teacher. This details charges and conditions of hire will form the contract between the school and the hirer.

The contract will include details on the following:

- Terms and conditions relating to hire (Appendix 1)
- Cancellation
- Charges (Appendix 2)
- Damage
- Insurance
- Agreement Form (Appendix 3)
- Any other condition specific to the circumstances of individual lettings.

All long term contracts are reviewed on an annual basis.

3. Insurance

The hirer must satisfy the Academy that adequate insurance cover is in place (a minimum of £5 million public liability).

4. Charges

Charges will be levied in accordance with terms set out in Appendix 1 with rates set out in appendix 2.

When a booking is confirmed, the charge becomes payable in full. A non-returnable deposit of 25% is charged when a provisional booking is made. Payment is made termly in advance for regular lettings.

5. Cancellation

If the Academy cancels the contract through circumstances beyond its control, all monies relating to unused periods of use will be returned to the hirer in full.

Charges will include:

- caretaking costs (opening, closing and cleaning)
- admin cost of £5 per event

6. Restrictions on use

We will not agree lettings for:

- a. firework displays and bonfires
- b. boot fairs

Board of Governors reserve the right to decline inappropriate applications. Events involving music and public address systems will terminate by 11.00 pm and the premises vacated by 12.00 pm.

7. Alcohol

If alcohol is to be served, sold or made available at an event the hirer will be responsible for obtaining an occasional permission licence and providing a copy of this for the Academy.

Hirers must have written permission from the Academy before arranging for alcoholic drinks to be consumed on the premises.

8. Public performance

If an application is received to hire the hall for concerts, dances plays etc that are to be advertised to the general public the Academy will apply for a public entertainment licence and any charges incurred passed on to the hirer.

9. Parking

The hirer will be made aware of parking limitations on site and guidance given for alternative parking that does not inconvenience neighbouring properties.

10. Roles and responsibilities

Head Teacher

- a. Ensuring management of the policy.
- b. Agreeing lettings in consultation with the Chair of Governors where necessary.
- c. Informing staff of events taking place.
- d. Following up any unsatisfactory lettings.

Finance Officer

The finance officer is responsible for:

- e. Carrying out all administrative duties relating to lettings.
- f. Ensuring the hirer is aware of contractual terms and conditions.
- g. Ensuring all monies are banked and accounted for in accordance with Academy procedures.

Caretaker

The Caretaker is responsible for:

- h. Opening and closing the Academy as instructed by the Head Teacher.
- i. Cleaning following a letting.
- j. Ensuring emergency lighting is switched on.
- k. Ensuring the hirer is aware of the location of fire exits and fire extinguishers.
- l. Carrying out a post-letting check and reporting any damage to the Head Teacher.

11. Health & Safety

The Academy acknowledges its responsibilities under the H&S at work act 1974 (as amended). The Academy requires a risk assessment to be completed and submitted with the hirer's application form.

12. Hire of Servery

The catering company will be informed when a request is made to hire the servery.

13. Hire of Academy equipment

If a request is received to use additional Academy equipment the Head Teacher will consider it and if agreed an appropriate additional charge will be levied.

14. Monitoring and review

The success of lettings is equated to the additional income raised for the Academy less the cost of wear and tear on the building, costs of additional heating/lighting and caretaker wages.

When agreeing lettings due attention is paid to avoid undue wear and tear on the building and equipment. Unsatisfactory lettings are always followed up.

The Board of Governors will review the charges for hire annually.

This Policy was adopted by The Board of Governors on May 2025.

Signed: Date:

Finance Governor



APPENDIX I

The Gateway Primary Academy

Conditions of use for a letting

Use of Academy premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the Academy. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed on an annual basis. It must be recognised that Academy use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made annually when Academy requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, five clear working days notice must be given of the cancellation, in which case the Academy will charge a cancellation fee of a quarter the total fees due. If less than five days notice is given, the whole of the fees may be charged by the Academy. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

Standard rated VAT is payable on lettings of sports facilities unless the letting is to a school or club that meets with the ten sessions rule and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. Therefore a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the Academy shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the Academy.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of the letting and must produce proof of the policy before the letting is contracted.

The charge for a letting payable by the user includes an amount to cover payment for standard opening and closing caretaking duties. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime. If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of

equipment is required, whether foreseen or not at the time of the booking, the user will be required to meet the extra costs which will incur VAT on the whole charge.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to Academy premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school nor to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work, etc Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure so far as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. (A copy of the school health and safety policy is available on request and users must comply with these.)

The Academy requires a completed Risk Assessment with every application for hire.

If agreement is given for the use of the Academy meals facilities/canteen, Health & Safety and food hygiene standards must be observed.

All rubbish, empty containers, crates, etc must be removed from the premises by the User immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the Academy.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in the Academy but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

No public performance of a play, nor any cinematography exhibition, nor any public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that a School Public Performance Licence will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.

To meet the requirements of the Copyright Designers and Patents Act 1988, any musical

performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.

The user must have written permission from the Academy before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "Occasional Permission Licence" from the clerk to the local Magistrates Court if intoxicating liquor is to be sold during the letting. Alcoholic drink may not be brought on to the premises while students are present and are to be cleared from the premises by the time the event ends.

The hirer is expected to adhere to the no smoking policy within the building and grounds.

Vehicles should not be allowed on the playing fields and no parking which restricts emergency services access will be permitted. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

No landlord and tenant relationship shall be created.

The Gateway Primary Academy



Hire of Academy Premises Application Form

This form to be completed by hirer and submitted to the Headteacher

Name of Organisation:			
Name, address and telephone number of applicant:			
Use to be made of premises:			
Maximum number of persons:			
Accommodation required:			
With or without heating:			
Days:	Dates:		
Times (including preparation time):			
Furniture & Equipment requirements:			
Insurance: Commercial hirers must have their own insurance. Commercial hirers must have their own Risk Assessment I attach a copy of my Risk Assessment	Insurance details attached	☐	ü
	Risk Assessment attached	☐	
Caretaking requirements: (None, opening and closing only, for the duration of the letting)	a. None	☐	
	b. Opening and closing only	☐	
	c. For the duration of the letting	☐	
I attach evidence of any relevant qualifications e.g. Sports Coaching		☐	

Hirer Signature:	Date:
Head Teacher Signature:	Date:
Amount payable:	
Cancellation fee 25%	

Application approved: Yes ☐ Refused ☐
 Confirmation of booking sent: Yes ☐ No ☐
 Receipt of accepted copy: Yes ☐
 Invoice sent: Yes ☐ ☐ ☐ ☐ Payment received ☐

Lettings

Charges for hire of Academy Premises

The following rates are to be applied:

Hall (including heating and lighting)

Monday to Friday £15 per hour

Saturday and Sunday £20 per hour

Playing field £10 per hour

Playing field £8.00 per game
(football pitch)

Admin charges £5.00 per occasion

Caretaker Charges in accordance with current hourly rates of pay

Concessionary rates will be applied to non-profit making organisations linked to the school at the discretion of the Head Teacher

HIRE OF ACADEMY PREMISES AGREEMENT FORM

APPENDIX 3

From: Jamiel Cassem, Headteacher		HIRE AGREEMENT No:
Academy: The Gateway Primary Academy		
Name of Hirer:		
<i>Further to your application I am pleased to offer the following facilities:</i>		
Accommodation/ Furniture/Equipment		
Use to be made of facilities		

Date(s) & Time(s)		
Charge		
Insurance arrangements		
Caretaking arrangements		
Risk Assessment required	Yes/Not required	
Headteacher's Signature:		Date:
Your use of the Academy facilities is subject to your agreeing to the Conditions of Use as attached.		

To: Headteacher Academy		HIRE AGREEMENT No:
<i>I am satisfied with the details shown above and in the letter and confirm that I accept the <u>Conditions of Use</u>. I have the appropriate insurance cover</i>		
Name:		
Organisation:		
Address:		
☐ I attach a copy of my Public Liability Insurance		
Risk Assessment:		Attached)
Signature:		Date: