

SAFFRON ACADEMY TRUST



Lettings Policy

Date adopted or ratified: Sept 2025

This document is regularly reviewed following recommended guidelines

A. Introduction

Saffron Academy Trust schools have facilities within the schools that are available to hire. The hiring of the school premises by the community and local businesses is welcomed by the Trust. This policy sets out to advise all hirers of the school's Terms & Conditions regarding the letting of any area of the school. All lettings are subject to permission being granted by the Governing Body. The school reserves the right to restrict any external lettings to particular hours of the day, days of the week and areas of the premises to prioritise safeguarding, minimise overhead costs and security risks and gives priority to school use.

The policy aims to:

- Provide suitable accommodation to let.
- Ensure value for money for both hirer and school.
- To benefit the Local Community by providing facilities for a wide range of interests.

B. School Letting Hours

The schools have varying available time slots for lettings, which are stated via the SchoolHire website.

C. School Priorities

The use of the premises for school functions will take priority over lettings. The school reserves the right, at any time, to cancel any letting but will endeavour to give as much notice as possible to hirers.

D. Published Rates & Payment Terms

Each school will issue their Published Rates once a year. The rates are charged to cover caretaking, energy, water, wear and tear on school property plus administration costs. The school will retain all net income derived from lettings.

E. Terms & Conditions of Bookings

All bookings are to be made online via the SchoolHire website. Even if a verbal agreement has been reached the online booking process must be completed before commencement of the letting; this process forms a signed agreement between hirer and the school.

The booking form includes full terms and conditions of letting that must be adhered to by the hirer. Good housekeeping is expected of all the school hirers. All rooms should be left in the condition in which they were found. Additional charges may be levied for any damage, cleaning or clearing away of litter.

Hirers must vacate the premises promptly at the conclusion of the hiring period. Additional charges may be levied for any extra time.

F. Cancellation

Where the School and Governors consider it necessary for any cause beyond their control or to avoid the risk of disorder or damage or injury to persons or property or to safeguard the educational use of the school any hiring may be cancelled without notice but would endeavour to give as much notice as possible. In such circumstances, all payments made by the hirer in respect of the hiring shall be returned immediately

or re-arrange the booking, but the hirer shall not be entitled to recover any compensation for any financial loss sustained as a result or in any way arising out of the cancellation of the hiring.

Hirers may cancel or postpone a booking on the following terms:

- If **7 days'** notice is given, **half fees** will be payable.
- If **less than 3 days'** notice is given, **full fees** will be payable.

If the hiring is made under the HMRC Series of Let's rule the letting fee will not be refundable unless the cancellation is made by the school. Please note, that 3G pitches are fully vatable and the "series of lets" rules do not apply. If in doubt please check before booking.

G. Purpose of use

The premises must only be used for the purpose for which they are hired, and the hirer shall not assign the whole or any part of the benefit of this agreement nor sub-let their booking to another party. Nor may the premises be used for a longer period than that specified at the time of hiring.

The premises shall not be used for any purpose which is regulated by statute unless all necessary licences and consents are observed and in place.

No hirer shall use any property/equipment/premises belonging to the school which does not form part of the letting.

No loudspeaker system or other equipment shall be used outside the premises without prior consent from the school.

H. Care of Premises

No nails, tacks, screws etc. shall be driven into any of the walls floors ceilings furniture or fittings.

No alteration or addition to the schools lighting, electrical or heating systems shall be made.

No smoking or Vaping is permitted anywhere on the school site

I. Insurance

Clubs and organisations must provide evidence of their current Public Liability Insurance Cover to the school before hiring commences and at each renewal date.

J. Security

Each Hirer may only enter the school premises during the hired hours. Only members of the Group/Society/Club should be on the premises.

Hirers may only occupy areas of the school that have been agreed for their letting. The rest of the school buildings are strictly off limits.

Each letting is given on the basis of trust and the school would expect each group to be vigilant on the school's behalf during their letting period.

K. Health and Safety

Hirers are to provide competent instructors/supervisors suitable for the activity the letting has been made for and must ensure such persons are present throughout the whole lettings period as well as ensuring the highest levels of Health & Safety at all times while on the school premises.

The hirer will make themselves aware of the school fire exits and emergency

procedures (e.g. The need to exit to the school field) and is responsible for ensuring that the whole party is aware of these.

The hirer should ensure that they know the location of the nearest public Defib. Here is a useful link - <https://www.defibfinder.uk/>

The hirer must maintain a register of all members on site during the each letting.

The hirer must provide their own first aid bag, which should have accident forms.

Any dangerous occurrence, accident or injury must be reported to the Lettings Staff immediately and an accident form must be completed (1 copy to be given to the injured party and 1 copy to the Lettings Staff).

You must provide a qualified first aider.

If you run a club/group that involves children, you and your staff/helpers must have had the necessary checks carried out by the Disclosure and Barring Service. You must also ensure that you have appropriate safeguarding and child protection policies and procedures in place and ensure that your staff/helpers have annual training in these policies and procedures. A copy of your safeguarding and child protection policies must be provided. Your policy should reference the DfE document 'After School Clubs, Community Activities and Tuition - Safeguarding guidance for providers'.

You must inform the school if you have any safeguarding concerns regarding children at your lettings. Please report concerns immediately to the school.

The hirer is also responsible for having a Complaints procedure, which should also be provided to the school.

Any electrical equipment brought into the school must be PAT tested and clearly labelled as such with a current test date.

No intoxicating liquor or hazardous chemicals shall be sold or consumed on the premises without prior approval of the school and with the required licences.

The hirer has a responsibility to carry out a risk assessment for their use of the

school premises.

The hirer will undertake precautions to ensure minimal risk.

L. First Aid

There is no first aid provision on site during a letting, the Hirer must provide their own first aid kits. You must make yourself familiar with the local hospital to the school prior to your letting taking place.

Performance Rights

The hirer shall indemnify the school and Governors against all actions, proceedings, claims and demands which may arise as a result of the hiring, or out of the performance on the premises.

No copyright dramatic or musical work or lecture shall be performed, sung or delivered without the licence of the owner or the copyright, and all such licences shall be produced to the school before the commencement of the hiring. The school reserves the right to censor and cancel without liability for loss as a result of such censorship or cancellation, any stage play, sketch, lecture or other performance or event for which copyright legislation applies if proof of copyright/performing rights is not forthcoming from the hirer. The hirer shall indemnify the school against any infringement of copyright which may occur during the hiring.

M. Advertising

No advertising can be put up on the school premises without prior permission from the school.

N. Storage and Equipment

The school is unable to offer any storage to any Hirer except under exceptional circumstances.

O. Dogs

The only animals permitted on the school site are registered assistance dogs.

P. Review

The Governing Body reserves the right to review its Letting Policy at any time.

TERMS AND CONDITIONS OF HIRE

1. Payment must be made prior to the booking commencing.
2. The hours of hiring must include preparation and cleaning time.
3. The hirer shall agree to repay the school all expenses which may be incurred by them in cleaning, repairing, making good or replacing any part of the school buildings or the contents thereof which may be lost, damaged or destroyed in consequence of the hirer's use of the school.
4. Cancellation of hire must be sent in in writing via the SchoolHire website, refer to point F in the Lettings Policy for cancellation fees. If written cancellation is not received by the school for any reason the hirer will still be liable for the full hire unless the school in its absolute discretion waives the whole or any part thereof.
5. The charges for hire will be those in force on the date of hire. If charges are increased between the date of application and the actual date of hire, then a supplementary charge will be made.

6. VAT EXEMPTION THROUGH THE "LETS FOR A SERIES OF SESSIONS" RULE:

- Hirers should note that His Majesty's Revenue and Customs have ruled that no VAT is payable on lettings in respect of sports facilities only under the following conditions:
 - The series of lets consists of 10 or more bookings.
 - Each session is for the same sport or activity.
 - Each session is in the same place (although a different pitch, court or different number of pitches, or courts is acceptable). • The interval between each session is at least 1 day but not more than 14 days. The duration of the sessions may be varied however there is no exception for intervals greater than 14 days through closure of the facility for any reason. • The series is to be invoiced for as a whole and there is written evidence to the fact. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition. • The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league. We will need to see proof of your affiliation to the appropriate National Governing Body
 - The person to whom the facilities are let has exclusive use of them during the sessions.
 - To this effect invoices will be for at least 10 sessions.

- **PLEASE NOTE: If the hirer cancels a letting during the series of lets and demands a refund we are legally bound to re-invoice for the sessions actually used and INCLUDE VAT at the current rate.**
- **PLEASE NOTE: The Trusts 3G pitches generally fall outside of the “series of sessions” VAT exemption and hirers will be charged inclusive of VAT.**
- 7. In case of fire, shut the door on the fire where possible; activate the nearest fire alarm call point (adjacent to each storey exit door and the main exit door). Leave the building immediately following the FIRE EXIT signs. Assemble your group at the designated Fire Assembly Point. If you have activated the alarm, please report this to a member of staff.
- 8. It is the responsibility of the group leader to keep lists of group members on the premises for fire regulations.
- 9. Hirers should familiarise themselves with the full list of Regulations for the use of the school premises outside of school hours, available from the school.
- 10. Where hire of the sports equipment is granted a suitably qualified person must be provided by the hirer to supervise the use.
- 11. The Hirer will, under no circumstances, sublet or assign their booking to another party.