



Lettings Policy

Embrace Multi Academy Trust strives to maintain and improve good provision and outcomes at each of its member schools. Based upon our shared ethos and our values of wisdom, collaboration, respect, integrity, inclusivity, and compassion, we aim to support the learning and development of every person within the trust and our policies are written from this perspective.

Version	Approval Level	Document History	Date	Review Period
V1	Finance & Audit Committee	Approved	19/06/2023	Annual
V2	Finance & Audit Committee	Section 8 updated (child protection). Approved	11/06/2024	Annual
V3	Finance, Audit & Risk Committee	Reviewed and approved.	08/04/2025	Annual
V4	Finance, Audit & Risk Committee	Reviewed and approved.	28/04/2026	Annual

1. Introduction

Embrace Multi Academy Trust (the trust) regards school buildings and grounds as a community asset and will make every effort to make them to be available for the delivery of extended services, including community use.

The trust welcomes the opportunity to collaborate with partner organisations to extend the range of opportunities to help children and young people achieve their full potential by engaging with services that meet the wider needs of children, young people, families, and the local community.

The trust acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. However, it should be noted that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation".

A letting must not interfere with the primary activity of the school, which is to provide a high-standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, trust meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Charges for a Letting

Schools are responsible for setting the charges for the letting of their school premises. A charge may be levied to cover 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 school equipment (if applicable)
- Profit element (if appropriate).

If multiple lettings take place at the same time, the costs for services and staffing will normally be shared between the organisations / partners involved.

Lettings charges will be reviewed at least annually by the school's local governing committee. The annual review will take place in the summer term, for implementation from 1st September of that year.

4. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although some specific exemptions apply).

5. Management and Administration of Lettings

The Estates & Compliance Manager has overall responsibility for lettings at trust level, in liaison with the headteacher / principal at each school.

The headteacher / principal is responsible for the management of lettings at school level and the application of this policy. The headteacher / principal may delegate all or part of this responsibility to other members of staff (eg person with responsibility for extended services / community development), whilst still retaining overall responsibility for the school's lettings process.

6. The Administrative Process

Organisations wishing to hire the school premises should contact the school office who will clarify their requirements and advise if suitable facilities are available.

The trust has the right to refuse an application, and hirers are advised that a letting is not "booked" until approval has been confirmed in writing.

No public announcement of activities or functions should be made by the hirer until the booking is formally confirmed.

Once a letting has been approved, a letter / email or booking system notification of confirmation will be sent to the hirer, setting out full details of the letting and enclosing the terms and conditions and the hire agreement. The letting will not take place until a signed copy of the hire agreement has been returned to the school.

The hirer will be invoiced for the cost of the letting in accordance with the school's published scale of charges. (Schools may seek payment in advance to reduce the risk of non-payment.)

The hirer should be a named individual, and the agreement should be in their name, giving their permanent private address. This avoids the risk of the letting being held to a business tenancy, giving the hirer security of tenure.

All lettings fees received by the school will be paid in to the trust's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

Income and expenditure associated with lettings will be regularly monitored and reported to the trust.

7. Public Liability and Accidental Damage Insurance

The hirer must provide proof of appropriate public liability insurance to cover its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and / or loss of or damage to property, including the hired premises, arising from the letting. The minimum limit for this insurance cover is £5 million. The hirer must provide the appropriate schedule of insurance cover before the letting can be confirmed.

The school has the discretion to waive the requirement for public liability insurance where the hirer is an individual or a small informal group of individuals (not using the premises for commercial or business purposes).

Neither the school, nor the trust, will be responsible for any injury to persons or damage to property arising from the activities undertaken and supervision thereof during the letting of the premises.

Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

8. Child Protection

Any organisation submitting a lettings request involving working with children and/or young people must provide a copy of their current safeguarding and child protection policy which complies with the Prevent duty and all other safeguarding legislation and guidance.

A letter from the organisation on company letterhead must also be provided, stating:

- That the company has undertaken appropriate pre-employment checks for all staff and volunteers, such as the appropriate level of criminal records checks (Disclosure and Barring Service (DBS) checks), including a 'children's barred list' check where relevant for the role
- That the company has conducted its own risk assessment, based on the organisation's activities, and that they will provide first aid supplies that relate to the risk assessment (if not provided by the school)
- The name and contact details of their designated safeguarding lead.

The school will act in accordance with Keeping Children Safe in Education under the section for 'Organisations or Individuals Using School Premises':

'schools may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools should follow their safeguarding policies and procedures, including informing the LADO'.

Where an allegation is made to the company relating to an incident that occurred whilst using the school premises, the company must notify the school's designated safeguarding lead (DSL) within 12 hours of the incident taking place, and the Local Authority Designated Officer (LADO) and any other relevant agency if required to do so. DSL contact details are listed on each school's website under 'safeguarding'.

FACILITIES HIRE APPLICATION FORM

Club / Organisation _____

Organiser _____

Address _____

_____ Postcode _____

Email _____

Contact Tel No _____

Invoice Contact _____ Invoice Email _____

Invoice Address _____

Type of Activity _____ No of Participants _____

Please enter **ALL** dates required into the table below:

SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG

ACCOMMODATION	HOURLY RATE	PREP TIME		FUNCTION TIME		CLEARING TIME		OFFICE USE
		FROM	TO	FROM	TO	FROM	TO	CHARGE
		:	:	:	:	:	:	£
		:	:	:	:	:	:	£
		:	:	:	:	:	:	£
		:	:	:	:	:	:	£
								£
								£

<p>Public Liability Insurance: The hirer is required to hold public liability insurance and to let the school have a copy of their certificate prior to the hiring. If this is not produced, then no hiring can take place, unless the school has agreed in advance.</p>	CHARGE PER HIRE	£
	ADDITIONAL CHARGES	£
	VAT	£
	TOTAL CHARGE	£

LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the condition of the hiring agreement: Please complete where applicable:

I maintain a Public Liability Insurance Policy with a minimum £5million cover and have provided the school with a copy of the current insurance certificate.

Signature: _____

Date: _____

Name (BLOCK CAPITALS) _____

DECLARATION – Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Signature: _____

Date: _____

Name (BLOCK CAPITALS) _____

FIRE REGULATIONS – To be signed by nominated person:

I acknowledge that I have been familiarized with the positions of the escape routes, fire alarms and firefighting equipment. (If no induction is taking place, please include a plan of the building showing location of fire escapes).

I understand that there is not a telephone available on the premises and it is the responsibility of the hirer to have a mobile phone for use in case of emergency.

I have been shown the location of notices regarding the procedures in relation to the action in the event of a fire. These have been studied and the information disseminated. (If no induction is taking place, please include a copy of the school's fire procedure).

Signature: _____

Date: _____

Name (BLOCK CAPITALS) _____

VAT EXEMPTION

(for a series of lettings of sports and physical recreation facilities)

The trust is constrained by law to apply VAT to all transactions where this is appropriate.

The letting of facilities designed or adapted for the playing of any sport or physical recreation is normally standard-rated (20%). However, if the let is for over 14 hours or if it is for a series of sessions, your hiring may be exempt from VAT.

Your hiring will be exempt from VAT if you meet all the following conditions (please tick to confirm):

- 1. You are a school, club, association, or organisation representing affiliated clubs or constituent associations such as a local league.
(Please complete the Declaration of Eligibility for VAT Exemption in respect of a series of sessions)
- 2. The series consists of 10 or more sessions
- 3. Each session is for the same sport or activity
- 4. The interval between sessions is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session).
- 5. Each session is at the same establishment
- 6. The series must be paid for as a whole. This means that payment should be calculated by reference to the whole series, regardless of whether the series is used for every session (see cancellations).
- 7. The person who is letting the facilities has exclusive use of them during the sessions.

DECLARATION OF ELIGABILITY FOR VAT EXEMPTION IN RESPECT OF A SERIES OF SESSIONS

All references to club should be taken to apply to associations and organisations representing affiliated clubs or constituent associations.

I hereby declare that I represent the following club: _____

To the best of my knowledge, the following statements characterise the set-up of the club:

- the club is an organisation of persons (more than one) with an identifiable membership.
- the membership is bound together for a common purpose by an identifiable constitution or rules (these may be written or oral).

Signed: _____

Date: _____

Print Name: _____

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school's pupils or other young people, then:

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record checks relating to all staff and others working closely with children. The trust will ensure that there are arrangements in place to liaise with the school on these matters.
- The trust may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The trust will require evidence of appropriate qualifications for hirers using facilities for specific activities.

Priority of Use

The principal or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made, and approval given.

Behaviour

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/child ratios at all times.

The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer.

The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals.

The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details and have access at all times to a mobile phone.

Safeguarding

For hire that involves working with children/young people, the hirer will provide the school with a copy of their current safeguarding and child protection policy, which should comply with the Prevent Duty and all other safeguarding legislation and guidance.

The hirer will also provide a letter on company letterhead confirming that appropriate pre-employment checks for all staff and volunteers, including a DBS check at the relevant level have been undertaken; that risk assessments based on the company's activities have been undertaken for which first aid supplies will be provided by the hirer (if not provided by the school); and the name and contact details of the company's designated safeguarding lead (DSL).

The hirer will notify the relevant school's DSL within 12 hours of the incident taking place, and the Local Authority Designated Officer (LADO) and any other relevant agency if required to do so. (DSL contact details are listed on each school's website under 'safeguarding').

Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The hirer warrants to the trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, nor the trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way.

No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the principal (or other person with delegated responsibility).

Responsible adults must supervise the use of any equipment that is issued and ensure its safe return.

The hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Use of the school's resources, including telephones and photocopiers, is not included in the letting arrangement unless expressly agreed at the time of the letting.

It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into the school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order. Any electrical equipment brought by the hirer onto the school site MUST comply with the Code of Practice for Portable Electrical

Appliance Equipment. Equipment must have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from the school within the time booked.

Car Parking Facilities

Subject to availability, the hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school nor the trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the hirer. It is the hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings and for activities identified on the hirer's risk assessments. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the trust, in line with current food hygiene regulations.

All litter must be placed in the bins provided, with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking/Vaping

The whole of the school premises is a non-smoking/vaping area, and smoking/vaping is not permitted within school buildings or on school grounds at any time.

Suitable Footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure their footwear is correct and cleaned before re-entering the premises.

Copyright or Performing Rights

The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the trust against all sums of money which the trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and current charges are set out in the Hire Agreement.

Variation of Scales of Charges and Cancellations

The hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the trust on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement.

The hirer may be charged for the letting if insufficient notice (ie less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

If the school refunds the charge for one or more of the sessions in a series due to unforeseen non-availability of the facility, the VAT exception will continue to apply to the remaining lets in the series. Unforeseen non-availability could arise from bad weather, flooding etc.

If the club is given a refund in any other circumstances, this invalidates the whole series to which the exception relates. For example, if a club enters into an agreement for a series of 30 sessions but cancels the 11th and receives a refund for this session the remaining sessions become subject to VAT ie sessions 1-10 and 12-30. This is the case even if the remaining sessions fulfil the requirement for exception. However, if no refund is given, the exception will continue to apply.

Payment for Letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the school's current scale of charges.

The invoice must be paid in full by the hirer 10 days prior to the hire event taking place.

The hirer will be subject to an administration fee for late payment, again, in accordance with the trust's current scale of charges. VAT will be charged as required, in accordance with VAT rules.

Security

The trust will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.

Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the trust or the school.

Right of Access

The trust reserves the right of access to the premises during any letting.

The headteacher/principal (or delegated officer) or members of the trust or appropriate delegated committee, may attend to monitor activities from time to time

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.

If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the letting.

The hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school / trust must be sanctioned by the principal (or delegated officer) at least one week prior to proposed distribution by the hirer.

Huncote Primary School Scale of Charge from 26th August 2025

	Cost per hour
School Hall only	£12
Community Centre only	£12
Both Hall & Community Centre	£24
Party for Huncote pupil	£65 for 4 hours (+ £100 refundable accidental damage bond)
Party for non Huncote pupil	£80 for 4 hours (+ £100 refundable accidental damage bond)
Extra cleaning charge (if required due to mess being left)	£20 per hour