

# Lettings Policy

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| <b>Document Title</b>   | Lettings Policy              |
| <b>Author</b>           | B Anstee, Commercial Manager |
| <b>Version Number</b>   | Version 1.1                  |
| <b>Approved by</b>      | TPT Board                    |
| <b>Effective from</b>   | July 2025                    |
| <b>Due for Revision</b> | July 2026                    |

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## Document Control Table

| Document History |           |           |   |
|------------------|-----------|-----------|---|
| Version          | Date      | Author    | Note of Revisions   |
| V1               | Feb 2024  | P Edwards | First Trust-wide Lettings Policy  |
| V1.1             | July 2025 | B Anstee  | Reference made to Trust Licensing and Alcohol Policy<br>Removal of Appendix 3 – Tenancy Agreement |

## 1. Aims and scope of this policy

The Prospect Trust (the Trust) aims to:

- Ensure the Trust's premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the Trust.
- Allow the hiring of the premises without subsidy from Trust funds.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust.
- Prevent any hiring out of the premises that may interfere with the Trust's primary purpose of providing education to its learners.
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments.

## 2. Safeguarding

The Trust is dedicated to ensuring the safeguarding of its learners at all times. It is a requirement of hire that hirers abide by the Trust's requirements in respect of safeguarding. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into direct contact with unsupervised learners, for example if the hire occurs during academy hours, or when learners may be present in the academy (during after-school clubs or extra-curricular activities), the academy will ask for confirmation that the hirers have had the appropriate level of DBS check.

If the hirer is using the academy premises for running an activity for children, they will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the academy. Safeguarding guidance for after-school clubs, community activities and tuition is provided by the Department for Education and includes a checklist of what arrangements should be in place [Safeguarding guidance for providers](#).

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the academy premises, they shall contact both the academy Designated Safeguarding Lead (DSL) and the Trust staff member responsible for lettings as soon as reasonably practicable. The contact details for the DSLs at each site are;

**Frimley CofE Junior School;** Clare Wright, [dsl@frimley.surrey.sch.uk](mailto:dsl@frimley.surrey.sch.uk) 01252 835 440

**Tomlinscote School;** Helen Rushby, [dsl@tomlinscoteschool.com](mailto:dsl@tomlinscoteschool.com) 01276 709050

**Sixth Form College Farnborough;** Matt Smith, [msmith@farnborough.ac.uk](mailto:msmith@farnborough.ac.uk) 01252 688303

The contact details for the Trust member of staff responsible for lettings at each site are;

**Frimley CofE Junior School;** Lindsey Carter, [info@frimley.surrey.sch.uk](mailto:info@frimley.surrey.sch.uk).

**Tomlinscote School;** Brad Anstee, [banstee@tomlinscoteschool.com](mailto:banstee@tomlinscoteschool.com)

**Sixth Form College Farnborough;** Brad Anstee [banstee@tomlinscoteschool.com](mailto:banstee@tomlinscoteschool.com)

The hirer understands that if the academy or Trust receives an allegation relating to an incident where an individual or organisation is using the academy premises for running an activity for children, the academy will follow its usual safeguarding procedures and inform the local authority designated officer (LADO).

By entering into a hire agreement, the hirer confirms their understanding that failure to conform to these safeguarding requirements will lead to immediate termination of the hire / lettings agreement', as per the requirements of [Keeping Children Safe in Education](#)

### 3. Areas available for hire and charging rates

The Trust makes available a number of areas in each academy for hire. Sports halls and pitches available to hire at SFCF and Tomlinscote along with associated pricing can be found via the School Hire website via the following links: [Tomlinscote](#) and [SFCF](#).

Information on other available areas for hire, including areas at Frimley CofE Junior School, can be found in appendix 1 of this policy.

The Trust may decide to impose an additional caretaking fee on top of the hiring rates. The revenue raised from hiring out facilities will be reviewed by the COO and will be fed into financial reporting, to ensure best value is being achieved. Fees will only be waived or reduced on direct approval from the COO.

All areas available for hire are smoke free, smoking and vaping are not permitted. Alcohol consumption is also prohibited with the exception of PTA organised events and staff social events. Any alcohol provision or consumption must comply with the Trust Licensing and Alcohol Policy. Pets are not permitted in any of the areas. Swearing and bad language will not be tolerated.

Parking for facilities is provided and details will be provided on application to hire. Vehicles must be parked in accordance with directions and line markings.

The Trust also makes available a limited amount of staff accommodation, available on a short-term basis. The Tenancy Agreement can be found in appendix 3 of this policy.

### 4. Application Process and Payment

Facilities made available through School Hire ([Tomlinscote](#) and [SFCFhttps://farnborough.schoolhire.co.uk/](https://farnborough.schoolhire.co.uk/)) should be booked and paid for via this website. Those wishing to hire premises not listed on School Hire should contact the academy listed below:

**Frimley CofE Junior School;** Lindsey Carter, [info@frimley.surrey.sch.uk](mailto:info@frimley.surrey.sch.uk).

**Tomlinscote School;** Brad Anstee, [banstee@tomlinscoteschool.com](mailto:banstee@tomlinscoteschool.com)

**Sixth Form College Farnborough;** Brad Anstee [banstee@tomlinscoteschool.com](mailto:banstee@tomlinscoteschool.com)

A hire request form may be required, this form is either available from [School Hire](#) or will be made available on receipt of the hire request, it is included as appendix 2 in this policy. Once submitted, the academy contact will determine approval. If the request is approved, the academy will contact the hirer with further details. This may be through the School Hire website or via email depending on how the booking request was made. Payment is required at the time of booking.

The academy will make available details of the emergency evacuation procedures and other relevant health and safety documents. The hirer may also need to provide proof of their public liability insurance when using the facility for business purposes e.g. running an after school club.

The Trust reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the Trust or reputational damage may occur.

If the academy is unable to accept a booking, an alternative date, time or location may be offered.

## 5. Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the academy premises. Any breach of these terms will result in cancellation of future hires without refund. Terms and conditions may be amended due to health and safety; regulatory; security or legal reasons. The Trust will provide reasonable notice to the hirer of any changes.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the Trust, and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the Trust to the hirer.
3. The hirer shall ensure that we have the name, address, daytime and evening telephone number and an email address for at least one individual authorised by the hirer to deal with the Hire Agreement at all times. The hirer shall notify us immediately should the individual or their contact details change at any time prior to the end of the hire period.
4. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the Trust by this licence.
5. The hirer shall not sub-licence any of the premises under the licence.
6. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
7. Any additional uses of the premises not agreed in writing by the Trust will result in the immediate termination of the licence.
8. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the academy from the premises.

9. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time
10. The hirer is responsible for the safe operation of any electrical equipment brought onto the academy site and for ensuring that equipment has the required valid portable appliance test label.
11. The hirer must ensure that rules regarding footwear in certain areas are followed. These are outlined in Appendix 1 – Areas Available to Hire
12. The hirer must take out its own public liability insurance with a reputable insurer approved by the academy and, where requested by the Trust, shall provide a copy of the relevant insurance certificate to the trust no less than 10 days before the start date of the licence.
13. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the Trust in relation to the premises.
14. The academy reserve the right to refuse admission of any person or to require a person to leave the premises without giving a reason, regardless of whether or not that person is a valid member of an affiliated organisation hiring the facilities.
15. The hirer shall indemnify and keep indemnified the Trust from and against:
  - a. Any damage to the premises or Trust equipment;
  - b. Any claim by any third party against the Trust; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
16. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the Trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the Trust by the hirer under the licence.
17. Any cancellations by the hirer received with less than 7 days' notice will not be refunded. Fees for cancellations made with more than 7 days' notice will be charged as set out in the 'Cancellation or Rescheduling' section of this policy.
18. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
19. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. On leaving the premises the hirer will ensure that attendees leave in a quiet and orderly manner.
20. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Trust.
21. The hirer must not bring on to the premises, without the prior consent of the Trust, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of dangerous nature.
22. The hirer or attendees must not take photographs in a professional capacity or for publication, broadcast, film or otherwise record on the premises during any booking without prior written consent from the Trust.
23. The hirer must ensure that no musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or

performed unless the consent of the owners of the copyright has been obtained by the hirer.

24. The hirer shall not supply or permit any other person to sell or supply or offer for sale goods of any kind on the premises during the hire period without the consent of the Trust.
25. Without the prior written consent of the Academy, the hirer shall not hold, or permit to be held any raffle, sweepstake or other lottery on the premises during the hire. If the Academy gives consent, you shall be responsible for ensuring that raffle; sweepstake or other lottery complies with all applicable laws.
26. The hirer will ensure that attendees will wear appropriate footwear for the surface; will not scale fences; will not swing from goal surrounds,
27. If the hirer breaches any of the terms and conditions, the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the trust under the licence or otherwise.
28. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
29. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
30. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
31. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
32. The Lettings Policy, the relevant Hire Request Form submitted by the hirer and the relevant Hire Confirmation Letter issued by the Trust shall apply to and are incorporated in the licence.
33. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
34. The Trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. VAT

Certain block bookings by certain hirers, such as bookings for 10+ sessions for a single activity, may be exempt from VAT (an "Exempt Booking"). Where an Exempt Booking is cancelled or changed in such a way that it no longer qualifies as an Exempt Booking, in addition to any cancellation fees due, we will invoice the hirer for any VAT due in connection with the Booking and the hirer agrees to pay such amounts to us within 14 days of receiving said invoice.

As it is not possible to guarantee block bookings for 10+ sessions at the Sixth Form College Farnborough due to scheduled College events, all bookings at the College are subject to VAT.

The hirer must meet the following criteria to qualify for VAT exemption:

- The hire is for 10 sessions or more. VAT will be charged if sessions are cancelled therefore resulting in under 10 sessions taking place.
- Each session is for the same sport or activity and in the same place (different pitches are acceptable as long as they are at the same academy).
- The interval between each session cannot be more than 14 days.
- The session is paid in full before the booking commences.

- The hirer has exclusive use.
- The hire is for a school, club or an organisation representing affiliated clubs or constituent associations such as local league. The Trust will require your league affiliation code upon booking request.

## **7. Cancellation or Rescheduling**

The Trust reserves the right to cancel any agreed hiring with a minimum of 7 days' notice. However, the Trust reserves the right to cancel any bookings at any time which are considered unsafe, whether as a result of activity, coaching practice, weather conditions or pitch conditions. If the Trust cancel the booking a full refund will be payable.

The use by the hirer of certain facilities within the Premises may be withdrawn and/or varied by the Trust at any time for any reason.

The Trust reserve the right to terminate any Hire Agreement in progress and any other Hire Agreements where the hirer is in breach of any term in this Agreement.

If a Hire Agreement or Booking is cancelled, fees may apply and additional VAT may be due (see above). The amount of any charge depends on when the cancellation notice is received.

- Less than 7 days' notice 100% of the hire charge
- Less than 14 days' notice 75% of the hire charge
- Less than 21 days' notice 50% of the hire charge
- Less than 28 days' notice 25% of the hire charge

## **8. Links with other policies and Guidance**

This policy links to the following policies and procedures:

- Academies' Safeguarding Policies
- Trust Finance Policy
- Trust Data Protection
- Trust Health and Safety Policy
- Trust First Aid Policy
- Trust Licensing and Alcohol Policy

## Appendix 1 – Areas Available to Hire

These rates are for the academic year 2023/24 and subject to change at any time.

### Frimley CofE Junior School

| Area                      | Cost per hour excluding VAT (unless otherwise stated) |
|---------------------------|---|
| Classroom                 | £15   |
| Hall inc. use of gym mats | £30   |
| Field and Changing Rooms  | £25   |

### Tomlinscote

Details of areas to hire at Tomlinscote School including prices can be found via the School Hire website by following this link: [Tomlinscote](#) . [Tomlinscote](#) . The areas available are:

- Sports Hall
- Gymnasium
- 3G Pitch
- Sand Astro
- Grass Pitch (11-a-side)
- Grass Pitch (9-a-side)

### Sixth Form College Farnborough

Details of the Astro and Sports Halls that are available to hire at SFCF, including prices, can be found via the School Hire website by following this link: [SFCFSFCF](#).

Other areas are available as listed below. Please note, weekend bookings are subject to an additional 20% to the costs stated here.

| Area                           | Capacity                       | Cost per hour excluding VAT (unless otherwise stated) |
|--------------------------------|--------------------------------|---|
| Simon Jarvis Lecture Theatre   | 190                            | £80   |
| Ranson Lecture Theatre         | 99                             | £50   |
| Conference Room                | 14                             | £25   |
| Prospect Theatre*              | 184 (with up to 60 additional) | £140  |
| Prospect Theatre Foyer         | 5.7m x 19.1m                   | Price on application                                  |
| Music Suite / Recording Studio | varying                        | Price on application                                  |
| Shades                         | 40                             | £50   |
| Greenhouse                     | 148                            | £60   |
| Courtyard                      | 125                            | £60   |

\*Please note suitable footwear must be worn in the theatre stage area.

## Appendix 2 – Hire Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact the relevant contact.

Frimley CofE Junior School: School Reception, [info@frimley.surrey.sch.uk](mailto:info@frimley.surrey.sch.uk)

Tomlinscote School: Brad Anstee, [BANstee@tomlinscoteschool.com](mailto:BANstee@tomlinscoteschool.com)

Sixth Form College Farnborough: Brad Anstee, [BANstee@tomlinscoteschool.com](mailto:BANstee@tomlinscoteschool.com)

|  |   |
|--|---|
| <b>Name of applicant/organisation and company number (where applicable)</b>  |   |
| <b>Applicant contact details</b>   | Address:<br><br>Phone no:<br>Email address: |
| <b>Preferred method of contact</b>   |   |
| <b>Purpose/activity of organisation</b>  |   |
| <b>Part of the premises requesting to be hired</b>   |   |
| <b>Date and time of first hire</b>   |   |
| <b>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</b> |   |
| <b>Number of expected participants in the activity</b>   |   |

|  |  |
|--|--|
| <p><b>Additional equipment you will require from the academy (please note we may not always be able to provide this but will inform you where this is/is not possible)</b></p> |  |
| <p><b>Additional equipment you will be providing yourself</b></p>  |  |
| <p><b>Confirmation and details of the safeguarding and child protection arrangements you have in place</b></p>   |  |

At The Prospect Trust we work hard to keep personal data secure, which includes regularly reviewing our privacy notices so that you are aware of how we use data and for what purpose. The privacy notices are available on our website.

Should you have any queries in relation to how the The Prospect Trust handles your data, please contact the Data Protection Officer, Judicium at [dataservices@judicium.com](mailto:dataservices@judicium.com).

By signing below, I agree to the terms and conditions set out in the premises hire policy; confirm that I am over 18 years of age, and that the information provided on this form is correct.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature\_\_\_\_\_

Please return this form via email to the contact listed above. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.