



ASPIRE

Academies Trust

LETTINGS POLICY

Reviewed: February 2020

Review Frequency: Bi-annual

1. Introduction

The Trust regards the Academy buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community.

The Trust acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the Academy and contribute towards raising standards. However, we would ask that partners note that Academies, 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 Academy in respect of any lettings of the premises. As a minimum, the *actual* cost to the Academy of any use of the premises must be reimbursed to the Academy'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 Academy premises (buildings and grounds) by either a community group, or a commercial organisation"*.

A letting must not interfere with the primary activity of the Academy, 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 Academy 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 Academy. Costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.

3. Charges for a Letting

The Trust is responsible for setting charges for the letting of the Academy premises. A charge may be levied in order 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 Academy equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

These specific charge levied for each letting will be reviewed no less than annually by the Trust. This review will take place during the summer term, for implementation with effect from 1st of September of that year.



Block bookings may be discounted up to 20% if paid In full in advance. This is at the discretion of the academy and will need to be agreed prior to any bookings taking place.

Current charges will be provided in advance of any letting being agreed.

4. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

5. Management and Administration of Lettings

The Principal is responsible for the management of lettings, in accordance with the Trust's policy. The Principal may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Senior Premises and Compliance Officer which has been given delegated authority to determine the issue on behalf of the Trust.

6. The Administrative Process

Organisations seeking to hire the Academy premises should approach the school office) who will identify their requirements and clarify the facilities available.

The Trust has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Trust, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the Academy.

The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Trust's current scale of charges. (*Academies may wish to seek payment in advance in order to reduce any possible bad debts.*)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the Academy, will be paid into the Academy's bank account, in order to offset the costs of services, staffing etc (which are funded from the Academy'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 prove 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.

The School may at its discretion waive the requirement to hold 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 Academy, 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.

Academies 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 submit to the Academy a signed copy of their current Child Protection Policy. This Policy should comply with Prevent and all other safeguarding legislation and guidance.



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
<i>(Delete if not required)</i>								
MAIN HALL	£17.50	:	:	:	:	:	:	£
MUGA <i>(With Lights)</i>	£37.00	:	:	:	:	:	:	£
MUGA <i>(Without Lights)</i>	£27.00	:	:	:	:	:	:	£
Other <i>(Please specify)</i>		:	:	:	:	:	:	£
ADDITIONAL CHARGES								
Cleaning & Caretaking	£14.00							£
Other <i>(Please specify)</i>	£							

Public Liability Insurance: The hirer is required to hold public liability insurance and to let the academy have a copy of their certificate prior to the hiring. If this is not produced, then no hiring can take place. Unless the academy have agreed in advance and the hiring can be covered by the academy insurance policy.	CHARGE PER HIRE	£
	ADDITIONAL CHARGES	£
	VAT	£
	TOTAL CHARGE	£

*If required



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LETTINGS INDEMINITY 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 Academy with a copy of the current insurance certificate.

I do not hold Public Liability insurance and would like to use the Academies extension for Hirers Liability.

I understand that there is an excess payable by me of £150 relating to each and every claim for loss or damage to **Bovingdon** Academy School's property arising from my hire of the premises.

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 Academy fire procedure)*

Signature: _____

Date: _____

**Name
(BLOCK CAPITALS)** _____



VAT EXEMPTION

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 of the following conditions:

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 exceeds 10 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
5. Each session is in the same place
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). However, the payment does not have to be made in advance; it can be made in instalments during the course of the series of sessions. (As per the application to hire).

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: _____

Print Name: _____ Date: _____



TERMS AND CONDITIONS FOR THE HIRE OF THE ACADEMY 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 Academy to them or of creating any tenancy between the Academy and the hirer.

If a particular letting involves contact with the Academy'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 Academy evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the Academy of criminal record check relating to all staff and others working closely with children. The Trust will ensure that there are arrangements in place to liaise with the Academy on these matters.
- The Trust may require criminal records checks (DBS) relating to staff and other adults using Academy premises at a time when Academy pupils or other young people may be on site.
- The Trust may agree to obtain List 99 / DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through Human Resources Services.
- 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 Academy 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 Academy by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*).



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.

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 Academy, or 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.

Academies 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 Academy 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.

Academy 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 Academy equipment they are using, and for the equipment's safe and appropriate use.

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

It should not be assumed that the Academy 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 Academy. 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 Academy site **MUST** comply with the Code of Practice for Portable Electrical Appliance Equipment. Equipment must either 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 Academy within the time booked.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the Academy car parking facilities. Neither the Academy or 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 Academy's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the Academy 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.

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 Academy 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

The whole of the Academy premises is a non-smoking area, and smoking is not permitted within Academy buildings or on Academy 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 footwear is 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 (i.e. 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 Academy age), preferably in writing, of any changes in dates or venues at least one week in advance.

If the Academy 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 i.e. 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 Trust current scale of charges.

A deposit of 10% will be payable to the Academy at the time of booking confirmation.

Payment must be received in full by the Academy 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 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 of the Academy.

Right of Access

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

The 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 Academy / Trust must be sanctioned by the Principal (or delegated officer) at least one week prior to proposed distribution by the hirer.