



**NEWBURY ACADEMY TRUST**

**Lettings Policy**

**DATE APPROVED: December 2016**

**DATE FOR REVIEW: December 2018**

A handwritten signature in black ink that reads 'S. H. Way'. The signature is written in a cursive style with a long, sweeping tail on the 'y'.

**SIGNED: .....**

**On behalf of the Board of Directors**

## **Newbury Academy Trust**

### **LETTINGS POLICY**

#### **Purpose and background**

Elements of the Newbury Academy Trust (NAT) sites may be let to other organisations. Charges may be levied for the use of the sites. This policy determines the guidelines for these lettings.

#### **Policy objectives**

It is the policy of the NAT to allow the use of the Trust's facilities for the benefit of the local community and to increase income without detriment to the school. Income from lettings shall be used to enhance the education of learners. Notwithstanding this the NAT reserves the right to refuse a letting at their absolute discretion.

Lettings will only be authorised once confirmation of adequate public liability insurance, either from the NAT or the hirer, is in place and receipt of a signed copy of the hirer's agreement.

#### **Management of policy**

**School:** This policy is implemented and managed by the Executive Headteacher (EHT).

**Governing Body:** Members of the Newbury Academy Trust Finance and Staffing Committee review this policy on a regular basis and recommends amendments to the Full Governing Board (Board of Directors) for the final decision. This sentence has changed to represent the new governance structure.

#### **Practice and procedures**

The NAT has delegated the day-to-day decision-making in respect of lettings to the Executive Headteacher. The Executive Headteacher and staff will implement the necessary contractual, accounting and administrative procedures in accordance with NAT regulations and will apply the procedures stated in the School's Financial Management Policy as applicable.

The scale and method of charging shall be determined and reviewed at least annually by the Local Governing Bodies (LGB) for each school.

All hirers will be required to sign the school's lettings agreement. The school's Health and Safety Policy contains a section which states the procedures applicable to safeguard the welfare of users of the school site.

#### **Definition of a Letting**

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its learners.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of learners supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

## **Charges for a Letting**

The Local Governing Body (LGB) is responsible for setting charges for the letting of the schools' premises. A charge will be levied which covers 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).

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

## **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 under certain circumstances).

For specific lettings, clarification will be sought from the Bursar and HMRC.

## **The Administrative Process**

Organisations seeking to hire the Trust premises should approach the Finance Office who will identify their requirements and clarify the facilities available. An Initial Request Form (a copy of which is attached to this model policy) should be completed at this stage. The Headteacher has the right to refuse an application, and no letting should be regarded as "booked" until approval have been given in writing. No public announcement of any activity or function should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter or email 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 agreements. The letting should not take place until all the signed agreements have been returned to the individual school. The person applying to hire the premises will be invoiced in advance for the cost of the letting, in accordance with the LGB's current scale of charges. For one-off lets, payment must be made in advance of the hire.

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 Trust, will be paid into the Trust's bank account of each school within the Trust, in order to offset the costs of services, staffing etc. (which are funded from the delegated budget of the relevant school). The FGB will regularly monitor income and expenditure associated with lettings to ensure that at least a "break even" situation is being achieved.

## TERMS AND CONDITIONS

### FOR THE HIRE OF THE TRUST 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 Trust to them or of creating any tenancy between the Trust and the hirer.

Staff must be suitably qualified and experienced, and hold satisfactory current Enhanced Disclosure and Barring Check if working with children. It is the responsibility of the Hirer to ensure this and to monitor and maintain records. Details must be provided to the Finance Office.

#### **Priority of Use**

The EHT will resolve conflicting requests for the use of the premises, with priority at all times being given to Trust functions.

#### **Attendance**

The Hirer shall ensure 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 is vacated.

The care, safety and good behaviour of all participants will be maintained at all times with suitable and sufficient risk assessments being undertaken for each activity.

Young people must be adequately supervised and accounted for at all times, ensuring that they leave the premises promptly, safely and orderly at the end of each session.

A record of all disputes, incidents and accidents occurring on the school premises must be recorded and passed to the Finance Office as soon as possible.

The grounds, buildings, furniture and equipment will be used with due consideration and respect towards the nature and purpose of academy premises.

Users are expected to behave considerately and courteously at all times, bearing in mind multiple use and the responsibilities schools bear both towards their learners and the wider community.

### **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/pupil ratios at all times. This includes the use of car parks ensuring safe and controlled parking.

### **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 Full Governing Board (Board of Directors) 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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **Furniture and Fittings**

Furniture and fittings shall not be removed from School premises 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 Trust 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.

### **Trust Equipment**

This can only be used if requested on the initial application form, and if the Finance Office approves its use. Responsible adults must supervise the use of any equipment, which is issued, and ensure its safe return. The Hirer is liable for any damage, loss or theft of Trust equipment they are using, and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the Trust sites MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, the Hirer may use the car park along with any other adults involved in the letting.

### **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 Trust to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Trust's resources is not available.

**Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the FGB, in line with current food hygiene regulations. All litter must be placed in the bins provided.

**Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

**Smoking**

There is NO SMOKING anywhere on school premises or grounds. Alcohol and illegal substances must not be brought onto school premises or grounds.

**Heels and Shoes**

No stiletto or any type of thin heel is to be worn in the Sports Hall, Dance Studio, Drama Studio and Fitness Suite. No spikes or studs exceeding 5mm should be worn on the Astroturf pitch. 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 Academy 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, a full quotation will be proved on request.

**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 FGB on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given.

**Security and Site Supervision**

The Directors will hire and pay for a person to be responsible for the security and supervision 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 should not be passed to any other person without direct permission of the FGB (Board of Directors).

**Right of Access**

The FGB (Board of Directors) reserves the right of access to the premises during any letting. The EHT or members of the FGB may 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 cost may be charged. It is the Hirer's responsibility to immediately report any damages incurred or identified

during the let to the academy. There may also be an additional charge to the Hirer for any damages incurred to academy facilities as a result of the hire.

### **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. In the event of an emergency, occupants must leave the school by the nearest exit and assemble either at the front of the school or the car park as applicable. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the reception area in the event of an emergency. Hirers are responsible for familiarizing themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **Disputes**

In the event of a dispute, the parties directly involved should seek to resolve the differences between themselves.

The School may stop the activity without notice if there is a clear danger to Health or Safety

The Hirer/Organisation may lose the right to use these premises if their responsibilities under this agreement are not met.

## Appendix 1

LET 1 - APPLICATION TO HIRE THE SCHOOL PREMISES OR PART THEREOF	
Name of Hirer/Organization:	
Name of Contact if different from above:	
Tel. No:	Email:
Contact address:	
Nature of Organisation:	
Day(s) of the week required:	
Between the following dates:	and
Excluding the following dates:	
Start time of hire:	Finish time of hire:
<b>(Note: time of hire must allow sufficient time for set up/clear away)</b>	
Total number expected to attend:	
Part(s) of the premises required:	
Furniture required:	
Equipment required:	
Additional requests:	

**Note:**

- The Trust's public liability insurance carries an excess of £250.00.
- New applicants are asked to append credentials relating to their organisation, to satisfy ethical considerations for the use of school buildings.
- All applicants, once approved, will be required to sign a Lettings Agreement.

Approved by Executive Headteacher:	Date:
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## Appendix 2

<b>LET 2 – HIRE OF PREMISES AGREEMENT</b>	
<b>Agreement between:</b>	<b>and the Directors of Newbury Academy Trust</b>
<b>Contact Address:</b>	
<b>For the use of:</b>	
<b>Activity Undertaken:</b>	
<b>For the following day/s of the week:</b>	
<b>Between the following dates:</b>	<b>to</b>
<b>Excluding the following dates:</b>	
<b>Start time of hire:</b>	<b>Finish time of hire:</b>
<b>Lettings will be charged in accordance with current rates: £</b>	
<b>Maximum number in attendance will not exceed:</b>	
<b>Responsibilities of all parties</b>	
All parties to this agreement will ensure that all activities take place within a framework of equal opportunities, partnership and with the safeguarding of children as a paramount concern.	
<b>Responsibilities of the School</b>	
The Directors will ensure that the facilities provided are adequate and suitable for the hire.	
<b>Responsibilities of the Hirer/organisation</b>	
To comply with the terms and conditions of the Hire in line with the Trust Lettings Policy.	

**I/We have read this Agreement and agree to abide by it and the terms and conditions outlined in the Trust's Lettings Policy**

**For the Hirer/Organisation \_\_\_\_\_(Signed) Date \_\_\_\_\_**

**Contact Name: \_\_\_\_\_Tel. No. \_\_\_\_\_**

**For the School Checked: \_\_\_\_\_(Signed) Date: \_\_\_\_\_**

**Approved By: \_\_\_\_\_(Signed) Date: \_\_\_\_\_**

Please ensure the relevant conditions of use agreement has also been signed.