

i-Trust Education

Lettings Policy



Name of Policy Writer/Amendments	Date Written/Amended	Next Review Date
I Maris	September 2015	September 2016
I Maris	September 2016	September 2017
I Maris	September 2017	September 2018

Introduction

The Governing Body regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the Academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The Academy's delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will 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 by an outside organisation must be re-imbursed to the Academy's budget.

Policy Objectives

The policy objectives are as follows:-

- that school premises represent a significant capital investment and should be fully utilised
- are a valuable community resource;
- educational usage, education premises constitutes a natural priority;
- that a profit margin would be welcome when derived from private or commercial usage but is not the objective when facilitating education activity by designated users.
- We are in receipt of public money which is for a clearly designated purpose

Definition of a Letting

A letting may be defined as "any use of the Academy 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 Academy, which is to provide a high standard of education for all its students. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.

Categories of Lettings

The use of the Academy premises is divided into the following four categories:

- Community Groups
- Local Authority
- Private (e.g. Wedding Receptions)
- Commercial (Businesses)

Charges for a Lettings

The Governing Body is responsible for setting charges for the letting of the Academy 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 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 involved.

The specific charge levied will be reviewed annually, during the summer term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. See Appendix A – Pricing for 2015/16

VAT

The governors are constrained by law to apply value added tax to all transactions where this is appropriate. Currently the Academy is not VAT registered.

Minimum charges and deposits.

The minimum hire period will be one hour for all facilities. The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations.

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges (Appendix A). Where facilities are not used application for a refund will be considered after the deduction of such costs.

Management and Administration of Lettings

The Principal is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, 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, he will consult with the Chair of the Finance and Resources Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the Academy premises should approach the School, 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 Governing Body has the right to refuse an application, and 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, 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, in accordance with the Governing Body's current scale of charges. (Academy 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 individual 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 to ensure that at least a "break even" situation is being achieved.

TERMS & CONDITIONS OF USE

Security of the Premises

Entrance to the Academy will be via the designated entrance to the area being used, which will be opened by the Academy at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the entrance is locked when all members of the group are inside.

Use of Facilities

- 1) The person signing the application form shall be considered the "Hirer" and must be over 18 years of age.
- 2) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc.,) unless special arrangements have been made and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
- 3) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate.
- 4) The Hirer must be advised that they cannot rely on the Academy's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the Academy
- 5) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
- 6) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- 7) The Hirer must use only that area of the building hired and must observe any instructions given by the Academy concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- 8) Toilets are located near the area being used and should be left in a clean condition.
- 9) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the Academy, and that the premises are left in a clean and tidy condition.
- 10) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.
- 11) The Academy reserves the right to levy an additional charge to cover:
 - any additional cleaning that may be required after an event
 - the cost of repair of damage to the school fabric or equipment
 - the cost of replacement of any items of school equipment if uneconomical to repair
- 12) For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.
- 13) Express approval by the Governing Body is required if alcoholic drinks are to be sold or

consumed on the premises. The selling of alcohol requires a license. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

14) Smoking is not permitted anywhere in the school building or on the premises.

15) Animals, other than Guide Dogs, are not permitted anywhere on the school premises.

16) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

In the event of an incident, fire or near miss

The Hirer will produce a written report detailing the incident. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the Academy of any findings that may be relevant. Whitehill academy is NOT responsible for undertaking risk assessments for Hirer's activity (ies).

In the event of fire

- The Hirer will call the Fire Service (if Academy staff are not present and supporting the activity)
- All users will evacuate the building via the nearest fire exit and muster at the designated point.
- Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.
- Fires must be reported using the County Council Incident Report form.

Licenses

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the Academy against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer's should have public liability insurance with a minimum cover of £5,000,000 and they should provide a copy of their insurance policy

ii) The Hirer shall indemnify the Academy when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the Academy or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

iii) The effect of i) is that the Hirer will be liable to indemnify the Academy for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

Cancellations

a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the Academy will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the Academy

If the Academy finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Review

This policy will usually be reviewed during the Summer Term each year, and at any other time as may be necessary.

Appendix A - Pricing for 2016/17

	Community Groups	Local Authority	Private	Commercial
After School Hours:				
Weekday - Room	£25	£30	£30	£35
Hall	£35	£40	£40	£50
Each extra room	£15	£20	£20	£25
Playing Field – individual booking	£45	£55	£55	£65
Season	£600	£800	£800	£1000
During School Hours:				
Room	£ -	£35	N/A	N/A
Hall	£ -	£40	N/A	N/A

A £40 weekend supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

Note:

Private and Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state
or
- chargeable breakage(s) occur

This money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

Appendix B – Application for Hire of School Premises

Details of Hirer	
Name of Organisation	
Name of Responsible Person	
Address	
Postcode	
Position in Organisation	
Contact Phone Number	

I wish to hire the premises as detailed in the attached quotation.

I have received a copy of the terms of contract of hire and I agree to abide by them.

I agree to pay all charges which may be due.

I acknowledge that all clubs and regular private hirers must have an appropriate child and vulnerable adult safeguarding policy and/or appropriate DBS checks in place (please provide evidence for this)

Copy Attached

I acknowledge that my attention has been drawn to the requirement of having a minimum of £5 million insurance cover (please provide a copy)

Copy attached

Signature:	Date:
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Letting agreed on behalf of the Governors by:

Name:
Position
Date:

Appendix C – Quotation

Quotation No:

Facilities Required

Room/Area	Day	Date	Time From	Time Until

Special Seating/Room Arrangement, If required – NB you may be charged for this additional service

Caretaking Required YES/NO
 Cleaning Required YES/NO

Any Additional Equipment Required:

Number of tables/Chairs

Room/Area	Charge	Details of charges
Equipment		
Cleaning/Caretaking		
Total Payable	£	

BACS Details

Cheques Payable to: Whitehill Community Academy