



Mid-Trent
Multi Academy Trust

MID-TRENT MULTI ACADEMY TRUST

LETTINGS POLICY

**Policy Reviewed and Adopted by
Board of Trustees:**

13.07.17 – Board of Trustees

Signed by Chair Of Trustees

Version

1.0

Date of Next Review:

July 2019

Responsible Officer:

Business Manager

Lettings Policy

Introduction

The Mid-Trent Multi Academy Trust regards the school 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 Mid-Trent Multi Academy Trust is to support the schools in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) 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 school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

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 pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils 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.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Charges for a Letting

The Local Governing Body in agreement with the MAT Board is responsible for setting charges for the letting of the school 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.

When the school is being used for election purposes the school will make a charge to cover its costs in line with local arrangements.

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).

Sporting Facilities - VAT

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by written agreement;
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Mid-Trent Multi Academy Trust’s Lettings policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Local Governing Body and/or the MAT Board of Trustees.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

A Letting Form for School Lettings should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The Headteacher/ Mid-Trent Multi Academy Trust's 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, 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 particulars of hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Mid-Trent Multi Academy Trust's current scale of charges. The hirer can then pay directly into the schools bank account. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.) One off bookings are paid in advance all other bookings are either paid monthly or termly in advance.

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 school will be paid into the school's individual 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 to ensure that at least a "break even" situation is being achieved.

Terms and Conditions

The terms and conditions can be changed depending on the hirer (eg. Whether kitchen use is required, access into the building is needed etc)

All terms and conditions 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 and ensuring the terms and conditions are adhered to.

Lettings - Terms and Conditions

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1. Interpretation

- a) Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting.
- b) Trust: means the Mid-Trent Multi Academy Trust

2. 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.

3. Use and Access

- a) The Trust permits the Hirer to access and use of the areas of the school as stated on the booking form.
- b) The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- c) The Trust retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- d) The areas of the school used remains in the Trusts’ legal possession notwithstanding the Hirer’s occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- e) A gate/door key may/will be given to the Hirer to obtain access into the school. The key must be kept secure at all times and on leaving the school Premises, the gates/doors must be made secure. Notification must be given to the Trust immediately if the key goes missing. Keys should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system.

4. Restrictions on Use

- a) The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any owner or occupier of neighbouring property.

- b) The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- c) If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day. This kitchen must be
- d) Any storage space must be agreed with the Trust before use.
- e) The use of school equipment must be agreed in advance of the letting.
- f) Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time without express approval from the Trust.
- g) Illegal drugs are not to be brought onto or consumed in the premises.
- h) No items of a flammable, dangerous or noxious character may be brought onto the premises, including fireworks, confetti or gas without express approval from the Trust.
- i) Smoking is not allowed on the Premises or grounds at any time
- j) No betting, gaming or gambling is allowed on the premises
- k) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.
- l) No food or drink may be prepared or consumed on the property without the direct permission of the Local Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No food or drink may be prepared or consumed on the property without the direct permission of the Local Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

5. Hire Fee and Deposit

- a) One off bookings are paid in advance all other bookings are either paid monthly or termly in advance.
- b) The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

6. Condition and Damage

- a) The Hirer will keep the sports field in a clean and tidy condition when in occupation.
- b) The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- c) Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.
- d) Any damages or breakages must be reported.

7. Insurance

- a) The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Trust.

- b) The Hirer must hold Employers Liability insurance for a minimum of £5 million provided to the Trust.
- c) The Trust may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own insurance and any extra associated costs will be reflected in the Hire Fee.

8. Indemnity

The Hirer shall keep the Trust indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

9. Loss

- a) The Trust does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b) The Trust shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

10. Assignment

This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Toilet Facilities

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

11. 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 Academy's resources is not available.

12. Health and Safety

- a) The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b) The Hirer should, as far as possible, have an accurate list of those present.

- c) Any portable electrical equipment to be used must have a current PAT test certificate if electrical.
- d) The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e) The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- f) In the event of fire
 - The Hirer will call the Fire Service (if school 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 Trust’s Incident Report form.
 - The Hirer will call the Fire Service (if school 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.
- g) The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

13. Safeguarding and Child Protection

- a) Hirers providing services to children must have policies and procedures in place to ensure children’s safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request.
- b) At an event where the number of children is likely to exceed 100, the Hirer must
- c) ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children’s and Young Person’s Act 1933.

14. Car Parking

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

15. Normal School Operating Hours

The school is normally open between 8.30am until 6.00pm, Monday to Friday within term time. The school reserves the right to vary these times as appropriate.

16. 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 school 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 School

If the school 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 Trust and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

17. Advertising / Promotion

The Trust must approve of all advertising and posters concerning the use of the premises.

18. Copyright / Licences

a) 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 school and The Trust against any action brought about by failure to obtain the necessary licence(s).

b) 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.

Mid-Trent Multi Academy Trust
St Andrew's Church of England Primary School
Letting Request Form

Name of Applicant			
Address			
Telephone number			
Email Address			
Name of Organisation			
Activity of Organisation			
Details of Facilities to be hired			
Hire Period Requested (Please allow time for your preparation and clearing up)	Day(s) of week requested		
	Start Time		End Time
	Dates required		
Use of Equipment (Please specify)			
Maximum number of participants			
Age range of participants			

Dates during the year when the facilities will be unavailable due to School use or closure will be issued at the beginning of the School year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information: I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: _____ Date: _____

Position: _____

Appendix B

Dear xxxxxxxxxxxx

Letting request

Thank you for your enquiry into the use of our school for your letting.

Please find enclosed a Letting Request Form, a copy of our Terms and Conditions of Hire and our Letting Charges.

After reading these documents, if you are happy to proceed then please complete and return the Letting Request Form to the office. On receipt of the form the relevant details and availability will be checked and you will be notified accordingly.

If your letting is accepted then you will be sent a Particulars of Hire form and an invoice for the agreed letting fee. Only when the signed form and payment have been received by the school will the letting be able to take place.

If you have any further questions or would like to discuss anything then please contact me.

Yours sincerely

Mid-Trent Multi Academy Trust

St Andrew's Church of England Primary School

Particulars of Hire

Mid-Trent Multi Academy Trust permits the hiring of facilities within the School Premises as set out below and within the terms and conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer				
Address of Hirer				
Telephone number of Hirer				
Areas of the school to be used				
Specific Nature of use				
Maximum Attendance				
Details of any School equipment to be used				
Hire Period	Start Date		End Date	
	Start Time		End Time	
Hire Fee				
School Emergency Contact				
Any other Information or arrangements				

Signed on behalf of the school

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by Lettings - terms and conditions from the commencement of this agreement.

Print Name

Signed on behalf of the hirer Date

Mid-Trent Multi Academy Trust
St Andrew's Church of England Primary School
Letting Charges 2017-18

Room/Area	Period	Community	Commercial	VAT if payable
Classroom	Hourly	£10.00	£12.00	20%
Hall	Hourly	£12.00	£15.00	20%
Playground	Hourly	£10.00	£15.00	20%
Sports Field	Hourly	£12.50	£15.00	20%

Discount: For regular hirers a discount may be applied to the listed prices, this is at the discretion of the Trust and should be discussed at the time of booking.

Additional Charges: For bookings that start or finish outside of normal school operating hours, an increase in charges (eg. to cover the cost of heating, unlocking and locking of the premises, etc) may be made at the discretion of the Trust. See item 15 in the terms and conditions.

Sports Bookings: Sports booking may be VAT payable in accordance with the current VAT regulations.