



# Lettings Policy

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## EBN Trust

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<b>Created:</b>		
<b>Reviewed:</b>	May 2016	
<b>Ratified:</b>		<b>Signed:</b> <i>J. B. Farnell</i>

## **Introduction**

The Governing Body 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 Governing Body 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 Governing Body 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 schools, 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 school 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.

### **1. Definition of a Letting**

A letting may be defined as *“any use of the school 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.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body 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.

The Academy premises will not be let for functions where a Public Entertainment, Intoxicants or other Licences are required.

### **3. Charges for a Letting**

The Governing Body 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 insurance (if the academy has arranged its own public liability insurance – see terms and conditions p 5)
- Cost of use of academy equipment (if applicable);

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will take place during the spring term, for implementation with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

#### **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 Academy Business Manager is responsible for the management of lettings. The Academy Business Manager 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 Academy Business Manager has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Senior Leadership Team.

#### **6. The Administrative Process**

Organisations seeking to hire the academy premises should approach the Academy Business Manager who will identify their requirements and clarify the facilities available.

A **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 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 Senior Leadership, 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 Governing Body’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 school, will be paid into the academy's independent 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 Governing Body.

## **7. Public Liability and Accidental Damage Insurance**

The Hirer must prove to the Governing Body 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 schedule of insurance cover before the letting can be confirmed. Neither the Academy Trust or the Local Authority, 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 school a signed copy of their current Child Protection Policy.

**Signed Chair of the Governing Body:** \_\_\_\_\_ **Date:** \_\_\_\_\_