

Lettings Policy

MAYFLOWER COMMUNITY ACADEMY PLYMOUTH POLICIES

Mayflower Community Academy Plymouth – October 2019

VERSION CONTROL SHEET

POLICY NAME: Lettings Policy

Policy Prepared by:

Document date	Filename	Meeting submitted	Summary of changes required
Feb 2014		FGC	
Nov 2016		Finance committee	Updated to reflect academy status
Feb 2018			Fees updated
Oct 2019		Nov LGB	Reviewed and Updated

MAYFLOWER COMMUNITY ACADEMY LETTINGS POLICY

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 pupils, 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 pupils) will not be used to subsidise any lettings by community or commercial organisations. However, the Academy may, at their discretion, waive the charge for parent linked hiring when the use is deemed to directly support the needs of the Academy's pupils. Where this is not the case 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 reimbursed to the Academy's budget.

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 pupils.

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

Charges for a Letting

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.

When the Academy is being used for election purposes a Let Form will still need to be completed.

The specific charge levied will be reviewed annually, during the summer term, by the Finance Committee, for implementation from the beginning of the next financial year, with effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.

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 such as where the letting is for a continuous period).

SPORTING FACILITIES CHARGES – 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.

When letting the general purpose Academy hall for a sporting activity it will be exempt from VAT. VAT is only added when the facility being let is specifically for that sporting purpose i.e. sports pitch – being let for a sporting activity.

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 Governing Body's 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 Chair of Governors, who is empowered to determine the issue on behalf of the Governing Body.

SAFEGUARDING AND CHILD PROTECTION

The Governing Body is responsible for ensuring that the Academy has effective policies and procedures for safeguarding children and young people (S.175 Education Act 2002). Where Academy premises are let to other organisations, and children/young people participate in the business/service of the hirer (i.e. they are on site during the specified times of hiring), the Governing Body will seek written assurance that the hirer has appropriate policies and procedures in place with regard to safeguarding children and child protection. Most importantly in these circumstances, the Governing Body will require written assurance from the hirer that all those engaged by the hirer (i.e. staff and/or helpers) to supervise children or regularly work with them in any other capacity, have been vetted through the DBS process, within the last 3 years, and are deemed suitable for the role. Where these written assurances have been given and the Governing Body is made aware that the

said arrangements are not in place, the Governing Body reserves the right to terminate the contract with immediate effect and without any financial liability falling to the Academy. Similarly, the Governing Body reserves the right to see the hirer's policies/procedures regarding safeguarding and child protection where they deem it necessary.

The Administrative Process

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

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the Academy’s pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DfE guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term’s notice in advance to ensure that the checks can be carried out in time.

Any adults working with the Academy’s pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to Academy 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 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/pupil ratios at all times.

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 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 certificate of insurance cover before the letting can be confirmed.

Insurance for One-off Lettings

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

The Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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 letter and if its use is approved by the Headteacher. 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 Academy equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

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 of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

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

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, 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.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher, 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

The whole of the Academy premises is a non-smoking area, and smoking is not permitted.

Heels and Shoes

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 Academy against all sums of money which the Academy 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 the current charge is 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 Governing Body 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. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governors 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 should not be passed to any other person without direct permission of the Governing Body of the Academy.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body 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.

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 they are collected by a responsible adult. In the event of an emergency, occupants must leave the Academy by the nearest exit and assemble on the Multi Use Games Area (MUGA). The Hirer must have immediate access to participants' emergency contact details, and may use the

telephone in the Academy office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Lettings Procedure

SCALE OF CHARGES

Hire of Meeting Room/Classroom:	£10.00 per hour*
Hire of Academy Hall:	£25.00 per hour*
Hire of Field/Pitch:	£15.00 per hour*
Hire of MUGA	£15.00 per hour*
Hire of Restaurant	£10.00 per hour*
Hire of Kitchen	£15.00 per hour*
Hire of MAC/Reception	£10.00 per hour*

*The Academy may, at their discretion, waiver or reduce the charge for hiring when the use is deemed to directly support the needs of the Academy's pupils.

Reviewed by Governors: November 2019

Date of next review: November 2020



Mayflower Community Academy Hire Agreement

Between:	The Governing Body of Mayflower Community Academy
And The Hirer (Name):	
Address:	
Telephone:	
Email Address:	
Area/s of the Academy to be Used:	
Specific Nature of Use:	
Maximum Attendance:	
Details of any Academy Equipment to be Used:	
Date/s of Hire:	
Period/s of Hire:	
Fee (specify per hour/per session/flat fee):	

Mayflower Community Academy Plymouth – October 2019

The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures:

.....
(The Hirer)

..... (On behalf of
the Governing Body)



Mayflower Community Academy
Letting – Initial Request Form

Name of Applicant:			
Address:			
Telephone Number:			
Email Address:			
Name of Organisation:			
Activity of Organisation:			
Details of Premises Requested (e.g. Hall, Playground, Football Pitch etc.):			
Day of Week Requested:			
Second Choice:		Third Choice:	
Start Time (please allow time for your preparation):			
Finish Time (please allow time for your clearing up):			
Dates Required:			
Use of Academy Equipment (please specify):			
Details of Electrical Equipment to be brought:			
Maximum Number of Participants:			
Age Range of Participants:			
Number of Supervising Adults:			

Mayflower Community Academy Plymouth – October 2019

Relevant Qualifications of Supervising Adults (please continue overleaf if required):	
Have DBS checks been carried out (where applicable):	
DBS certificate numbers (please continue overleaf if required):	

Dates during the year when the premises will be unavailable due to Academy use or closure will be issued at the beginning of the academic 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:



Mayflower Community Academy Lettings Checklist

If you are hiring the Academy building, checks need to be made to ensure the organisation hiring the facilities has the correct insurance and the correct documentation has been sent to the hirer and kept on the Academy records.

If you are doing a let please follow this process:

	Completed
Academy Letting - Initial Request Form has been completed.	
Hire Agreement Form has been completed.	
A copy of the completed hire agreement has been given/sent to the Hirer with a copy of the Terms and Conditions for the Hire of the Academy Premises	
A copy of insurance certificate has been obtained ensuring they have sufficient public liability cover of £2m and valid at the time of the letting	
Details of relevant DBS certificate/s have been obtained	

If you are letting an Academy sporting facilities area which is specifically for a sporting purpose i.e. sports hall, then VAT needs to be added.

If you are doing a let for a sporting purpose, but the let area is the general Academy hall, no VAT needs to be added.

On the Letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations, please ask what type.