

LETTINGS POLICY

2020 - 2021

Owner	St Peter's CofE Academy
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Reviewed by: Finance Director Woodard Academies Trust	August 2020
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Our Vision

We will aspire to provide a creative, enriching and fully inclusive education rooted within the context of a Christian ethos so that *'every life is enriched'* and all are valued as *'children of God.'* Our community will, *'above all, love each other deeply, because love covers over a multitude of sins. Offer hospitality to one another without grumbling...and use whatever gift you have received to serve others.'* 1 Peter 4:8-11



Introduction

St Peter's CofE Academy 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 St Peter's CofE Academy 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 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, or a commercial organisation". 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 and extra-curricular activities of students supervised by academy staff, fall within the corporate life of the Academy. Academy activities will take precedence over lettings. Costs arising from these uses are, therefore, a legitimate charge against the Academy's delegated budget.

Charges for a Letting

St Peter's CofE Academy 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).

VAT

All lettings are subject to VAT (although there are exemptions under certain circumstances). All other services and facilities provided with the letting including the hire of equipment are subject to VAT.

Lettings are exempt from VAT where:

1. The club etc. purchases a series of ten or more sessions where all of the following conditions are satisfied:
 - i. Each session is for the same activity to be played at the same location;
 - ii. There must be an interval of between 1 and 14 days between each session;
 - iii. The fees are payable by the club in relation to the 10 sessions and this is evidenced by the Academy booking system calendar;
 - iv. The customer (i.e. the club) has the exclusive use of the court or pitch; and that no one other than the club can use the allocated court or pitch during the period of the booking.

Management and Administration of Lettings

The Director of Finance and Resources is responsible for the management of lettings, in accordance with St Peter's CofE Academy's policy. Where appropriate, the Director of Finance and Resources may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Director of Finance and Resources has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Principal, who is empowered to determine the issue on behalf of St Peter's CofE Academy.

The Administrative Process

Organisations seeking to hire the Academy premises should email the Director of Finance and Resources Mrs James ljames@spa.woodard.co.uk to check the School Hire booking calendar and to see if the booking is viable.

St Peter's Cof E Academy has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given. 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, an email of confirmation will be sent to the hirer.

St Peter's CofE Academy are mindful of their responsibilities in safeguarding the Academy from bad debt. Therefore, payment at the time of booking via Credit or Debit card will be required.

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, 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.

Policy written by: Director of Finance and Resources August 2020

Reviewed by: Finance Director Woodard Academies Trust

Approved by St Peter's Cof E Academy Council on: August 2020

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.

1. 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.

If a particular letting involves contact with the Academy’s students, all personnel involved must undergo a DBS check including barred list check, in accordance with DFE guidance. These checks must be made by prior arrangement with the Director of Finance & Resources with at least half a term's notice in advance to ensure that the checks can be carried out in time.

The Hirer is responsible for ensuring all their personnel have been Disclosure Barring check via the Disclosure Barring Service (DBS). St Peter's CofE Academy at its discretion reserves the right to request that all the Hirer's personnel are DBS checked. Failure to comply with the request will revoke the letting agreement.

2. Priority of Use

In the unlikely event that St Peter's CofE Academy needs to cancel a booking due to unforeseen circumstances, we will endeavour to move the booking to alternative venues and will attempt to give 10 days' notice where possible. Should this not be possible, we will refund the cost of the booking.

The Director of Finance & Resources will resolve conflicting requests for the use of the premises, with priority at all times being given to Academy functions.

3. 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. If the number of persons using the premises exceed the stated attendees, St Peter's CofE Academy reserves the right to cancel the booking with immediate effect and refuse entry under Health and Safety conditions.

4. Behaviour

The Hirer shall be responsible for ensuring the preservation of good language, behaviour and order for the full duration of their Letting.

5. Public Safety

The Hirer shall be responsible for adherence to St Peter's CofE Academy's Health and Safety regulations and 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.

An Academy emergency escape site plan is available on request.

6. 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.

7. Damage, Loss or Injury

The Hirer warrants to St Peter's CofE Academy 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.**

8. 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.

St Peter's CofE Academy and the Woodard Academies Trust **accepts no responsibility under any circumstances whatsoever for loss or damage or for any injury to persons or damage to property arising out of the letting of the premises.**

9. 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 is liable for paying all reparation and / or replacement cost.

St Peter's CofE Academy reserves the right to terminate the letting agreement if in its opinion the Hirer have not taken sufficient steps to preserve, protect and safeguard the premises, property and equipment of St Peter's CofE Academy.

10. Academy Equipment

This can only be used if requested and hired on the initial booking, and if its use is approved by the Director of Finance & Resources. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return.

Although every effort is made to ensure that the IT equipment is functional there will not be any technical support available outside of the school teaching day. If the Hirer needs any advice on IT requirements this should be done via appointment Mon – Fri between 08:00 – 15:00.

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. All replacement cost will be invoiced to the Hirer along with a £50 Administration Charge.

11. Electrical Equipment

Any electrical equipment brought by the Hirer onto the academy site MUST comply with the Electricity at Work Regulations 1986 and the Academy code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer approved by St Peter's CofE Academy. The intention to use any electrical equipment must be notified on the application.

12. Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting as designated by St Peter's CofE Academy.

13. Toilet and Waste Facilities

Access to the Academy's toilet facilities is included as part of the hire arrangements. Additional arrangements such as hire of portable toilets and waste disposal will need to be made for large scale events.

14. 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.

15. In the Event of an Incident or Near Miss

St Peter's CofE Academy will ensure that Incident Report forms are made available to the hirer who in turn, must ensure one is completed whenever necessary. The Academy will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

16. Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of St Peter's CofE Academy, in line with current food hygiene regulations. **All litter must be placed in the bins provided.**

17. Smoking, Alcohol, Intoxicants and Illegal Substances

SMOKING IS NOT PERMITTED IN ANY PART OF THE ACADEMY'S GROUNDS. The whole of the academy premises is a non-smoking area.

No intoxicants or illegal substances shall be brought on to or consumed on the premises. Alcohol must not be brought onto the premises unless a license has been obtained prior to the hire.

The Academy holds a Premises Licence which is available for inspection. Any other Licences MUST be obtained and made available to the Academy by the hirer prior to their event.

18. Heels and Shoes

No stiletto or any type of thin heel is to be worn on the Academy's premises except with prior arrangement with the Academy. Anyone caught wearing stiletto or thin heel without prior arrangement made will be invoiced for the repair of the Academy floor. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

The correct shoes for 3G use must be checked by the hirer before allowing people onto the pitch.

19. 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 Woodard Trust 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.

20. Sub-letting

The Hirer shall not sub-let the premises to another person.

21. Charges

Hire charges are reviewed annually and the current charge is set out in The Academy's Lettings' Charges.

A notice period of 30 days will be given in the event of a price increase/ decrease.

22. Cancellations

In addition to the Academy's rights to cancel a letting, it also reserves the right to cancel any letting under the following circumstances;

- ◇ In the event of an emergency situation e.g. mechanical/ electrical failure, severe weather conditions or fire. The Academy will endeavour to give as much notice as possible, yet, due to the nature of such events this may not be possible. During such events no charges will apply and the Academy will not be held responsible for any further costs connected with the letting.
- ◇ Failure to adhere to the Academy Lettings t and c'.
- ◇ If the Hirer becomes insolvent.
- ◇ If the Academy considers the Hirer or any individual connected to the letting to be unsuitable.

Cancellation by the Hirer

The Academy requires at least 10 days' notice for the cancellation and full refund of a letting.

If the Hirer fails to give at least 10 days' notice for the letting then the payment may not be refunded in full, this will be held at the discretion of the Academy.

23. Security

During our normal opening hours, the Academy 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.

If the booking is outside our normal opening hours this cost will be added to 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 Academy.

24. Right of Access

The Academy reserves the right of access to the premises during any letting. The Site Manager may monitor activities from time to time.

25. Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy and safe condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged along with a £50 administration fee.

26. 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 3G or by the Bicycle store. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures. The Academy will carry out spot checks to ensure that clients of the Hirers are aware of this.

27. Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the academy must be sanctioned by the Principal two weeks prior to distribution by the Hirer.

28. Complaints Procedure

The following comprises the complaints procedure for lettings:

- a) If the Academy has a concern about a letting, the Director of Finance & Resources or delegated representative will raise the concern with the hirer.
- b) If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
- c) If the hirer has a concern they should talk to the Site Manager.
- d) If this concern is still unresolved, they should follow the Academy complaints procedure (submit a complaint in writing to the Principal) which is available on The Academy's website.
- e) If a third party complains, the Director of Finance & Resources will at first deal with the complaint and attempt to resolve the situation.
- f) If this is not successful, the concern will be taken to The Academy's Council. The third party will be advised to follow The Academy's complaints procedure.

Summary of Charges:

Facility:	Size (m):	Pricing per hour:
Full Sports Hall	34x27	£30 exc VAT
Half a sports hall	34x27	£20 exc VAT
Badminton Court		£10 exc VAT
Dance Studio	15x11	£25 exc VAT
3G Pitch 1 third	39x75	£30 exc VAT
Full 3G pitch	115x75	£90 exc VAT

Hirer Agreement Form:

Full Name of Hirer:	
Name of Organisation:	
Address of Hirer:	
Contact number of Hirer:	
Facilities Required:	
Other equipment needed:	
Dates and Times:	
Purpose of the Letting:	
Do you have the required insurance for this letting? Please provide a copy and complete the details below.	
Please provide a copy of the risk assessment for this letting.	
Signature:	
Date Signed:	

LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the Academy against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company:

Indemnity Limit:

Signature: _____ Date: _____

Academy Acceptance of Letting:

Name:

Signature:

Date:

