

Lettings Policy 2019

The Link Academy Trust is a company limited by guarantee and an exempt charity, regulated by the Education & Skills Funding Agency (ESFA). All Members of the Board of Directors are also Trustees of the exempt charity; the term 'Director' used in this Policy also means Trustee. This Policy applies to all schools within the Link Academy Trust.

1. Policy Objectives

The Board of Directors has developed this policy taking into account the aim of the Link Academy Trust, its status as a charitable company, and the following principles:

- the Link Academy Trust premises represent a valuable community resource;
- educational use of educational premises is a natural priority;
- the education and safeguarding of children are paramount and each lettings request will be considered on an individual basis;
- lettings are made on a non-profit making basis for educational activities by designated users, but a small profit may be made from lettings for private or commercial use. Any profits generated will be used to support school based initiatives identified in the Academy Improvement Plan;
- lettings should not add a significant administrative burden to the schools.

2. Priority Use and categories of users

2.1. Priority Use

The Board of Directors has adopted the following categories of users, which by order of priority are:

1. statutory users;
2. designated users;
3. private users.

Statutory users are users that may use school premises by statute (e.g. use of the schools as a polling station for an election, or to hold parish or parochial church council meetings).

Designated users are normally educational and/or community, non profit making, organisations.

Those that are not statutory or designate users will be private users.

2.2. Categories of Designated and Private Users

The Board of Directors has decided that for the purpose of charging there will be two categories of designated user. These are:

1. Organisations sharing the aims of the school (eg directors, school clubs run by staff and/or volunteers, PTFA)
2. Non profit making organisations serving the community (eg local churches, playgroups, cubs, beavers and scouts, rainbows, brownies and guides.)

The Board of Directors has decided that for the purpose of charging there will be three categories of private user. These are:

1. Private users for social events (eg for social or recreational use eg party)
2. Private users to make a profit (eg evening classes)
3. Commercial users to make a profit (eg sale of goods)

3. Conditions of Hire

The Board of Directors has agreed Link Academy conditions of hire, which form Appendix 1 to this policy. Hirers should note that smoking is not permitted on any Link Academy Trust premises.

3.1 Safeguarding of young people

In accordance with the DfE publication, Keeping Children Safe in Education 2021, schools who hire or rent out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities for children) they should ensure that appropriate arrangements are in place to keep children safe.

The Executive/Academy Heads will seek assurance that the hirer concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); E.g. DBS clearance checks and certificates for those people in the care of children.

4. Administration of Lettings

4.1. General

The Board of Directors recognises that it would be impossible for them to vet personally every applicant or organisation that wishes to make use of the school premises. Accordingly it has delegated authority to accept applications for hire to the following persons:

The school administrators

The Executive/Academy Heads

4.2. Lettings Documentation

All formal hiring of the school premises, including those for which no charge is made shall be properly documented. All hirers must complete a lettings of hire agreement (see appendix 2) and are to receive a copy of the conditions of hire (appendix 1), even if no charges are made. The hire agreement is a contract which the Directors may enforce in law.

It is the responsibility of the school administrators to ensure that hirers complete and receive the right forms, to keep records and to inform the Trust Business Manager of all formal hiring of the school premises.

4.3. Scale of Charges

In arriving at the scale of charges the Board of Directors has agreed the following principles:

- overall, the cost of letting school facilities will be recovered from users;
- **statutory users** will be charged an amount commensurate with cost recovery and normally at cost;
- **designated users** will be charged no more than cost;
- **private users** will be charged at cost plus an income margin for the school;
- there will be parity of treatment for similar users,
- the Executive/Academy Heads will have the discretion to offer discounted costs to reflect their school priorities.

For the purpose of charging, the school administrators are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

Each school will establish a lettings fee list, which will detail the fees for each room and/or facility that can be hired within the school as well as additional fees, such as locking and unlocking fees and cleaning costs. This list will be reviewed annually by the Trust Business Manager in liaison with the school administrator.

Charges will be calculated based on the lettings fee list, using the Link Academy Trust lettings charge calculator (see appendix 3).

4.4. Value Added Tax

The Board of Directors is constrained by law to apply value added tax to all transactions where this is appropriate.

4.5. Minimum charges and deposits

The minimum hire period will be one hour.

The Board of Directors reserves the right to require a deposit over and above the hiring charge as a security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition and incurring additional cost for cleaning, caretaking or other expenses.

4.6. Cancellations

The Board of Directors will seek to recover any cost incurred by the Link Academy Trust which are unavoidable and result directly from the cancellation of a letting.

4.7. Payment methods

The Board of Directors is mindful of its responsibilities in safeguarding the Link Academy Trust from bad debt. Therefore payment at the time of booking is required. Cheques (payable to the Link Academy Trust) or cash are both acceptable. A receipt will be issued for all payments, which will be processed in accordance with the Trust financial procedures.

4.8. Security

The Board of Directors will not normally insist upon continuous caretaking presence. However it reserves the right to do so, and delegate power to the Executive/Academy Heads, Trust Business Manager and school administrators to insist upon caretaking presence where in their view the nature of the hiring may leave the Link Academy Trust vulnerable to theft or damage.

This Policy is reviewed by the Board of Directors on a 3-yearly cycle.

Approved by the Board of Directors: 7 October 2019

Letting of The Link Academy Trust school premises and grounds terms of contract comprised in undermentioned conditions and hire agreement form

Application and fees

- 1 The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
- 2 The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Board of Directors. The Directors reserve the right to alter or revise these charges at any time.
- 3 The fee for an occasional hiring shall be paid to the school within five days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 4.

Cancellation

- 4 The Board of Directors or Executive/Academy Heads, acting on their behalf, must reserve the right, having good reason, at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such event the Board shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
- 5 If the hirer shall cancel the hiring of the premises then the Board shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Link Academy Trust in respect of that hiring.
- 6 Bookings are taken subject to the premises not being subsequently required for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, the Board of Directors will refund to the applicant all charges made by them and already paid by the applicant. Neither the Directors nor the Council shall be liable to pay any compensation for any loss incurred by the applicant.

Furniture and equipment

- 7 The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only, within the designated area(s).
- 8 The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the school. Such use may be subject to an additional charge, price to be confirmed at the time of application to hire.
- 9 Where additional equipment is required by the hirer this will be subject to an additional charge, price to be confirmed at the time of application to hire.

Kitchen facilities

10 Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the school who will have consulted the school's kitchen manager to arrange for such use at all times to be supervised adequately.

Separate conditions of hire exist for catering facilities. Where catering facilities form part of the contract, these conditions, which can be obtained from the school, are deemed to have been accepted.

Health, safety and condition of premises

11 The hirer/hirers shall during the hiring be responsible for:

- (a) taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
- (b) the efficient and appropriate supervision of the hired premises and for the orderly use thereof including the observance of the Link Academy Trust non smoking policy on school premises;
- (c) ensuring that all doors (paying particular attention to fire exit doors) giving exit from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- (d) ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;
- (e) familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
- (f) ascertaining the location of the nearest emergency telephone;
- (g) the provision of a suitable first-aid kit;
- (h) compliance with the Food Safety Act where catering facilities are involved.

12 The hirer/hirers shall at the end of the hiring be responsible for:

- (a) ensuring that the hired premises are vacated promptly and quietly;
- (b) ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.

Failure to comply with these conditions may lead to additional charges.

- 13
- (a) No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
 - (b) No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the school. Electrical apparatus must be switched off after use and plugs removed from sockets.

14 The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Directors and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

15 It is understood and agreed that the Board of Directors does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

- 16 Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the directors nor the school staff acting on their behalf will be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:
- (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
 - (b) any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
 - (c) any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;

and the hirer shall be responsible for and shall indemnify the Link Academy Trust and its staff or contractors against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

Licences

- 17 The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the school, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the school and/or Directors if required;
- 18 The hired premises shall not be used for any betting, gaming or gambling.
- 19 The hirer shall indemnify the Link Academy Trust against any infringement of copyright which may occur during the hiring.

General

- 20 The right of entry to the hired premises at any time during the hiring is reserved for authorised employees of the Link Academy Trust or a person nominated by the Trust.
- 21 The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker/Executive/Academy Head, of the hired premises.
- 22 The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.
- 23 Any notice or necessary action required in respect of this hiring may be undertaken by:
- (a) a representative of the Directors;
 - (b) the Link Academy Trust Business Manager;
 - (b) the Executive/Academy Head of the school

Additional conditions

- 24 Individual schools may add additional conditions. These will be indicated on the lettings hire form.

School name

Letting of Premises and Grounds Request Form

1. Details of Individual/Organisation	
Name(s) and role(s) of main point(s) of contact:	
Address	
Phone number	
Email address	
Type of organisation e.g. club	
2. Details of Letting	
Reason for hire	
Rooms and/or facilities required e.g. hall, sports field, playground, etc.	
Date(s) required	
Time required (from – to)	
Number of sessions required	
3. Conditions of hire	
<p>By signing this form, you agree that your organisation / you have the following:</p> <ul style="list-style-type: none"> • suitable insurance cover e.g. public liability cover – copy of certificate to be retained • appropriate risk assessments, supervision and first aid • appropriate child safeguarding arrangements • arrangements for the safe use of the school car park <p>as relevant and that you have received a copy of the conditions of hire and agree to abide by them, as well any additional conditions listed hereafter (if any).</p>	
Any damage either caused by your organisation / you, or seen, should be reported to the school office at the next available opportunity	
4. Costs	
By signing this form, you agree that your organisation / you have received a copy of the lettings charge calculator and agree to pay the set costs.	

Signature of hirer:

Date:

Lettings agreed on behalf of the Directors of the Academy Trust by:

Name / Role:

Date:

CHARGE CALCULATOR AND FEE LIST

School name

Hirer name:		
Category of user:		
Rooms and/or facilities to be let:		
Kitchen facilities included:		
Letting date(s) and time(s):		
Letting cost per session:	Cost of rooms /facilities: (see fee list)	
	Cost of locking:	
	Cost of unlocking:	
	Any other cost (e.g. kitchen, cleaning):	
	VAT: if applicable	
	Total cost per session:	
Number of sessions:		
Total letting costs:	Gross:	
	Net:	
	VAT:	
Deposit: (normally 20%)		

For school office use only:

Date Payment(s) received	
Amount(s) received	
Receipt(s) / Invoice number(s)	

School name - Lettings fee list

Statutory user May use school premises by statute (e.g. polling station, parish or parochial council meetings)	Free hire of premises plus locking & unlocking costs
Designated user 1 Organisations sharing the aims of the school (eg directors, school clubs run by staff and/or volunteers, PTFA)	Free hire of premises plus locking & unlocking costs

Room / facility e.g. hall, field, library, playground	HALL	CLASSROOM				
Designated user 2 Community/educational, non profit making organisations (eg local churches, playgroups, cubs, beavers,scouts, rainbows, brownies and guides.)	£30 per session	£20 per session				
Private user 1 Private users for social events (for social or recreational use eg party)	As above	As above				
Private user 2 Private users to make a profit (eg evening classes)	As above	As above				
Private user 3 Commercial users to make a profit (eg sale of goods)	As above	As above				

Locking / Unlocking costs: TBC

Cleaning costs: TBC

Other costs on application.