

# Lettings Policy 2019

*To be reviewed 2020*



## 1. Rationale & Aim

The governors recognise that the Academy is an important institution in a wider community and are ready to respond to the legitimate needs of the local community to have access to certain Academy facilities. This policy seeks to define the basis of letting the Academy facilities to local groups. The school's Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people to ensure their safeguarding practices replicate those of RBA.. All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Principal before approval is given. The school will contact the Access and Referral Hub if they suspect that the letting or gathering has been used for political purposes, not previously authorised by the Principal, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.

Considering applications for lettings the Principal, or delegated officer, will decide on the approval of the application with consideration to:

- Interference with school activities – priority at all times should be given to school functions
- The availability of facilities
- The availability of staff to open and close the premises
- The school's safeguarding policy
- Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc.
- Type of activity and our duty with regard to the prevention of terrorism and radicalisation
- Adequacy of management procedures in place during the hire
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the school
- Ensure lettings do not compromise the security of the Academy or create health and safety risks.
- Ensure lettings do not indirectly incur a financial loss to Academy through damage and unnecessary heating costs.
- To allow appropriate use of the Academy premises by the local community outside school hours.
- To raise extra revenue for use by the Academy.
- Create exit routes for pupils from the school to take part in healthy activity outside of school hours

## 2. Policy

- A letting is defined as the use of Academy premises outside the site agent's normal hours of work (7.30 a.m. - 6.00 p.m. Monday - Friday). All letting requests to be directed to the Lettings Administrative Assistant.
- Lettings arranged for Academy activities such as sports events, concerts and parents evenings will take precedence over all other lettings even if such other lettings were arranged earlier.
- No fee will be charged for lettings arranged by the School Association to raise funds or Governors for meetings or for Community interest groups.
- The Academy has a no smoking policy and smoking is not allowed anywhere on Academy premises, this includes the use of e-cigarettes and vapourisers.

- No lettings involving animals, such as dog training, will be agreed on health & safety grounds. However Guide dogs and Hearing dogs are allowed on site.
- There is no access to telephone or first aid facilities at the Academy. Users are requested to have access to a mobile phone as part of their hire conditions. There is a defibrillator based on site in the Sportshall foyer.
- Lettings that involve activities that may cause unreasonable wear and tear to premises or the field will not be agreed. Any damage or excessive cleaning occurring as a result of a letting will be charged to the Hirer.
- All lettings must be in accordance with statutory requirements in respect of Fire and Health & Safety regulations. All hirers must have fire evacuation procedures in place for their group, **see Appendix A.**
- The Hirer must have Public Liability Insurance to a minimum limit of indemnity of £10m. A risk assessment of the activity must be submitted by the Hirer to the Academy along with the booking form. The Academy accepts no liability for any electrical equipment brought on to the Academy site by the hirer. All electrical equipment must have an up-to-date PAT test certificate.
- Where the Hirer is running an activity involving children they must have clearance from the DBS and a Child Protection (Safeguarding) Policy. The DBS certificate must be available for inspection. All existing users of Lettings should have their DBS updated every three years.
- Where the hirer provides recorded music they must hold the appropriate licence or use tapes that have been authorised by PPL.
- Lettings to groups not associated with the Academy should be agreed one term in advance to avoid bookings on dates required by the Academy. The site agent will be consulted in advance of all letting agreements. Lettings involving outside parties will not be accepted without the agreement of the site agent. Lettings will usually be made to Clubs, Associations, Groups, Local Agencies, or Political Parties. Lettings may be made to private individuals under certain circumstances.
- A letting agreement must be signed by the hirer and the Academy before the letting commences. Only those areas specified in the lettings agreement will be used during the period of hire. Equipment belonging to the Academy must only be used with prior agreement.
- A months notice is required by either party to terminate the letting agreement.
- Cars are left in the car park at the owners' risk. No responsibility can be accepted by the Academy for loss or damage to vehicles.
- All users of the Academy's facilities are expected to act in a responsible and appropriate manner towards people and property while on the premises in line with the Academy ethos.
- CCTV operates across the site and will be accessed in the event of damage to the academy, to establish any liability and to ensure community safety.
- A booking form will be completed for each letting that will include the conditions of hire as well as a map of the campus which will highlight parking, routes to venues and CCTV coverage.

## **TARIFF CHARGES FROM SEPTEMBER 1<sup>st</sup> 2018 (See Appendix B regarding VAT exemption)**

### **INDOOR FACILITIES**

There is a charge of £25.00 for the first hour for each individual letting.

Each subsequent (or part of) hour:

Cafe	£19.57
Studio Theatre	£19.57
LRC	£19.57
Food Technology room	£13.39
Classroom (including TS room)	£11.33

Additional facilities (flat rate):

Toilets	£11.33 per block
Chairs in the hall	£13.39
Changing rooms	£13.39

### **SPORTSHALL**

There is a charge of £39.00 for the first hour for each individual letting.

Each subsequent hour	£31.93
Additional facilities as above	

### **OUTDOOR FACILITIES**

Each letting allows for 5 hours unless otherwise specified.

There is an administrative charge of £25.00 plus

Playgrounds	£13.33
Football, rugby or hockey pitches	£19.57
Field - all day	£38.11
Field - up to 5 hours	£25.75

Community partners rates. Community partners clubs will receive a 25% discount on all facilities

### **Monitoring and Evaluation**

RBA's policy for lettings is reviewed annually to ensure that our stakeholder are adhering to the conditions of hire. In addition it is monitored and evaluated to ensure the volume of lettings at the school does not impact on the curriculum and extra-curricular opportunities.

#### **4. Implementation and Review**

This policy will be made known to all staff, governors and users of the facility. This policy will be reviewed annually or as required.

#### **5. Author and Date**

Author: Steve Fox (Head of School).      Approved by Main Governing Body  
Date: March 2019

## APPENDIX A

### FIRE ALARM PROCEDURE

To ensure the health and safety of all users of the Academy the following guidelines must be adhered to.

- Any fire alarm activation must be treated as potentially a life threatening situation, unless informed otherwise prior to the activation. Please do not assume the activation was caused by builders, pupils misbehaving etc.
- *All hirers must familiarise themselves with emergency exits.* Organisers of all groups must have a planned escape route in case of emergency and must ensure all users of the group are aware of the route.
- Organisers of all groups must have a register of everyone attending each session. During an alarm activation the organiser must take the register and all members of the group must leave the building via the planned escape route and assemble in the designated area. The organiser can then check the register to ensure all members are accounted for.
- *In the event of a real fire the hirer should call the fire service immediately after evacuating the premises.*

## APPENDIX B

### Safeguarding statement for hirers

Mobile phone policy – hirers are not permitted to take still or video footage of a session unless permission has been individually sought from the Principal/Head of School.

Whilst on site if you as a hirer or any of your participants have a concern that a young person has been harmed, is at risk of harm or you receive disclosure, please contact your local contact immediately. They will forward your concerns to the appropriate personnel immediately.

## APPENDIX C

### Block booking exemption

We understand that BEST currently treat some sports bookings as taxable and some as exempt and HMRC have requested further information on this.

If you let out sports and physical recreation facilities for a series of sessions your supply is exempt (unless you have opted to tax) when you meet all the following conditions:

- the series consists of 10 or more sessions.
- each session is for the same sport or activity.
- each session is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same establishment).
- the interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
- the series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
- the facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- the person to whom the facilities are let has exclusive use of them during the sessions.

Paragraph 5.4 of Public [Notice 742](#) sets out the strict criteria under which a series of lets can be treated as an exempt supply. This is the list of criteria that was included within our policy as of the 9<sup>th</sup> February 2015. All of the provisos explained therein must be satisfied for exemption to apply. These include a requirement that the series is to be paid for as a whole and there is written evidence to that effect.

HMRC has advised that payment in advance is not mandatory for the exemption to apply. Payment by instalments is acceptable provided that the other aspects of the sub-paragraph are met e.g. the series is paid for in full. BEMAT should, however, ensure that they hold sufficient documentation committing an organisation to the series before the first session (to which the documentation refers) takes place.

It is important to note that the exemption for a series of lets applies only to schools, clubs, associations or organisations representing affiliated clubs or constituent associations. It does not apply to informal groups of persons or to commercial organisations.

Cancellations by BEMAT due to "unforeseen non-availability of the facility" do not invalidate exemption from VAT. However, cancellations due to planned event e.g. a parents evening would invalidate the exemption.

