

Windsor Academy Trust

Lettings Policy			
Responsible Committee:	Finance & Audit Committee		
Policy Coordinating Officer:	Chief Operating Officer		
Date of Committee approval:	September 2018		
Review date:	September 2019		

LETTINGS POLICY

Introduction

Windsor Academy Trust has a range of buildings and facilities, which, when not in use by its Academies, can be considered for hire by the wider community and outside organisations.

Through a structured Lettings Programme each School will be able to:-

- (a) make full and cost effective use of its premises
- (b) make the facilities of the School available to the wider community
- (c) enhance the standing of the School by allowing access to people who would not normally visit the School
- (d) generate additional income

Overview

- 1. The School premises will be made available to the wider community at reasonable charges. The charges will be set and reviewed periodically by the Local Advisory Body (LAB) of each School.
- 2. The LAB will allow the (Executive) Headteacher (or other responsible person with delegated authority) discretion in agreeing reduced rates for some community access, particularly to enable use of the facilities by youth groups.
- 3. In agreeing a programme of lettings the School will give priority to out of school activities and functions (e.g. Parents Evenings, plays, concerts, etc) and functions and events organised by the School. There will be no charge made to the school users for such functions.
- 4. Premises lettings will be accepted from bona fide educational, sporting, charities and community clubs or associations at the agreed hourly rate for the facilities booked (see note 1 above). The availability and charging for use of toilets and changing facilities will be at the discretion of each School.
- 5. The timing of lettings to outside bodies will be at the discretion of each School.

Booking Arrangements

Each School will be responsible for their own administration process regarding the booking and oversight of each letting, the local (Executive) Headteacher must ensure an appropriate system is in place.

The School must ensure that hirers are aware of the Terms and Conditions of hire (an example is available at Appendix A).

Charges and Payments

As already stated, the hourly hire charging rates for the defined premises available for letting will be set and reviewed periodically by the School LAB.

The administrator will be responsible for issuing invoice summaries to the School finance Officer/Department for the charges to hirers. The School finance Officer/Department will then issue invoices and monitor collection of payments from hirers.

As the Trust is VAT registered, each letting must be individually reviewed by the School to determine the application of VAT rules.

Schools will have discretion to create local rules for advance payment but the maximum period allowable is 4 weeks (one month) in arrears.

All hirers will be required to settle their account within 30 days of invoice date. Where payment has not been received within these credit terms the School should consider stopping any future lettings, until any outstanding debts have been cleared.

Monitoring Arrangements

The School responsible officer will be responsible for the day to day monitoring of lettings to ensure that hirers comply with the Schools conditions of hire and do not cause any damage or disruption to the School facilities.

Appendix A

Terms and Conditions of Hire

- The period of hire, as specified on the Lettings Application Form, is a contract to hire the facilities for the duration as specified and full payment of the appropriate charges must be paid. Failure to pay for the complete hire period may result in full payment being legally pursued.
- The school reserves the right to cancel the letting with immediate notice.
- We require a minimum of 48 hours' notice for any cancellation or amendment of a booking made by the Hirer. Failure to receive the required notice period may result in the full charge being made to the hirer
- All electrical items must be fully PAT tested before use within the school premises
- The premises will be left clean and in good order and vacated not later than the time booked.
- School furniture and fittings may not be moved nor any floors treated by hirers without the express permission of the school.
- Except for fixed apparatus and equipment, e.g. goal posts, prior permission is required before any other apparatus and equipment belonging to the school can be used. Should the hirer use any of the School equipment, they are responsible for checking the safety of the equipment. Any faults/defect identified should be reported immediately to a member of the school site team, who will arrange for the repair of the equipment and/or take the equipment out of use.
- The Hirer shall pay to the school all costs of repair or replacement resulting from any loss or damage to land, buildings, fixtures and equipment arising from the hiring or excessive cleaning being required as a result of the hire.
- The hirer must not sub-let to another party.
- No intoxicating liquor will be brought on to, or consumed on the school premises
- Smoking is NOT allowed anywhere on the site.
- The hirer must ensure that their letting does not cause any disturbance or inconvenience to the neighbourhood or interfere with other lettings in other parts of the school building.
- The parking of motor vehicles on school premises by hirer's, is permitted, providing appropriate space is available within the school grounds. It should be stressed that persons bringing vehicles onto the school's premises do so at their own risk.
- The use of the School for the following purposes is not permitted: i) Committee rooms for candidates at elections ii) Livestock shows.
- If you intend to broadcast music during your letting please be aware that a Phonographic Performance Licence may be necessary. Please consult www.cla.co.uk for further information.
- Hirers will have exclusive access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and WC accommodation.
- The school reserves the right to revoke without notice any contract for the hire of school premises.

Regular / Block Bookings

- Block Bookings are available on request subject to date/site availability. Block Bookings are VAT exempt but are required to meet certain conditions:
- The booking hire form must state that this is a block booking and be signed by the hirer and the school as written evidence that the block booking conditions will be met
- The letting must be for a period of a least 10 sessions with intervals between any 2 sessions not exceeding 14 days.
- The hirer will have exclusive use of the facility being let during the let period
- All sessions are required to be paid for even if the hirer is unable to attend.
- Refunds are only available where the school is unable to provide the facility or a suitable alternative, e.g. a different classroom or sports pitch.

Fire Evacuation / First Aid

- The hirer will ensure that all members of their group will be made aware that if the fire alarm sounds they must evacuate immediately via the nearest possible exit and are responsible for ensuring arrangements are in place for all individuals to vacate the building in such an event and that they are accounted for.
- In the event of a Fire Alarm the below named individual will be responsible for ensuring that each member of their group leaves the building immediately via the nearest possible fire exit and assemble at the fire assembly point indicated on the enclosed Fire Evacuation map

Nominated Individual(s):				
Child Protection / Safeguarding				
The school is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.				
Will your booking/ club/ organisation/ letting involve supervising children under the age of 18? YES NO				
*If you answered 'YES' please continue to complete section B. If you answered 'NO' please continue to section C.				
Section B				
I fully understand that if the club/organisation/event involves working with children under the age of 18, all of the following MUST apply:				
1) A designated Child Protection Officer for the letting will be in place. Please detail below:				
Full Name				
Telephone Number				
Address				
2) A written policy and procedure for safeguarding all children is in place & also confirm that the policy has been communicated to all staff/workers & volunteers (involved adults)				
3) I understand that it is my responsibility, as the designated hirer, to ensure that all relevant staff/ workers and volunteers (involved adults) are adequately trained in adhering to the policy and procedure for safeguarding and promoting the welfare of children.				
4) I understand that all staff has relevant DBS disclosure at any appropriate level (as defined by the Criminal Records Bureau) and I also understand that I, as a hirer, have arrangements in place for checks and renewals to take place as and when required.				

If you have not confirmed the above section as detailed above, your letting will not be permitted. However, this does not prevent you from making a provisional booking subject to all safeguarding policies and procedures being in place. This must be confirmed by resubmitting this form. Failure to comply with this will result in immediate cancellation of the booking.

Section 11 of the Children Act 2004 places a legal responsibility on organisations to ensure that children and young people are safeguarded.

Public Liability Insurance

I confirm that the organisation has public liability insurance that this event.		YES	NO
Name of Insurer			
Policy Number			
Valid From	Valid To		