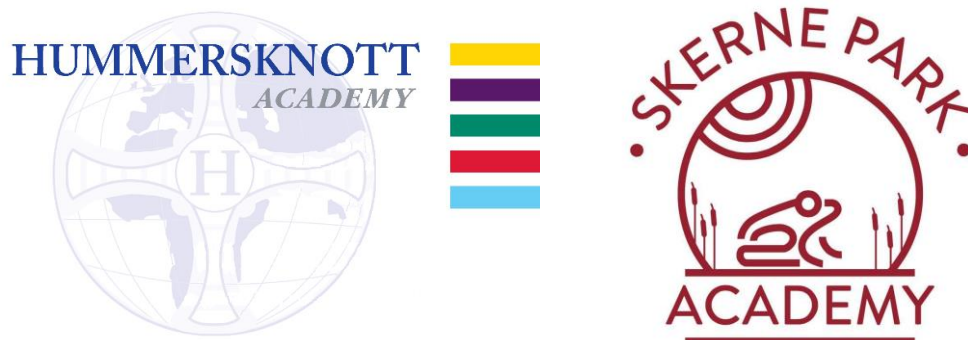


Hummersknott Academy Trust



64 – Lettings Policy

Review Date: June 2023

Adopted/V1	V2	V3					
July 2012	July 2017	July 2020					

Hummersknott Academy Trust incorporates Hummersknott Academy and Skerne Park Academy and unless otherwise stated this policy applies to all Academies equally.

PURPOSE

Hummersknott Academy Trust is committed to being at the heart of our local community and supporting it. The Trust Board of Directors believes strongly that the Academy Trust's premises and grounds are a community asset and should be a communal hub, enhancing the lives of the Academies' pupils and students and giving them further opportunities. The Directors are committed to the concept of lifelong learning, sports and social activities, thereby facilitating improvements in the quality of life in the town and surrounding area.

Definition of a letting

A letting is defined as "any hiring of the Academy Trusts' premises (buildings and grounds) by an individual, community group or commercial organisation."

SCOPE

Management

The Trust has established a wholly owned subsidiary company, Hummersknott Active Ltd to carry on the trading activities of the trust via a licence agreement

General

1. A letting must not interfere with the primary activity of the Academy Trust, which is to provide a high standard of education for all its pupils and students
2. Priority will be given to activities which benefit pupils and students of the Academy Trust and the school community
3. The Academy Trust's delegated budget (which is provided for the education of its pupils and students) will not be used to subsidise Hummersknott Active Ltd. A charge will be levied to meet the additional costs incurred by the Trust in respect of any lettings of the premises
4. All hirers must be aged 16 years or over unless they are pupils and students of the school using the facilities for casual hire
5. There are detailed conditions for the hirer to observe including insurance cover, protection of premises and health and safety (with particular reference to DBS checks for staff working with children and young people under 18 years old)
6. A new facilities booking application form FB1 must be completed for each hirer at least once a year (when the hiring charges are reviewed)
7. Hirers are only required to complete a Casual Booking Form when hiring facilities for one booking or a short period of time
8. Each hirer who books the external pitches (at Hummersknott Academy?) must identify an individual responsible for ensuring the conduct of users are in line with the Terms & Conditions of the use form
9. Compliments, comments and complaints are welcome feedback, which helps us plan for the future. All matters are to be directed to the Hummersknott Active team or Directors of Hummersknott Active

10. Hummersknott Academy is available for lettings during the following times:

Facility	Weekdays	Weekends	School Holidays
INDOOR	4.30 pm until 10 pm	8 am until 10 pm (extensions may be available for one off usage)	8 am until 10 pm

Facility	Weekdays	Weekends	School Holidays
OUTDOOR Sports Facilities	Monday - Thursday 4.30 pm until 9.30 pm Friday 4.30 pm until 9.00 pm	9 am until 4 pm (unless there are exceptional reasons for allowing use)	Monday - Thursday 8 am until 9.30 pm Friday 8 am until 9.00 pm

Please note: * a session is 55 minutes e.g. 5 – 5.55 pm, 6 – 6.55 pm

* The school is closed on bank holidays

11. Any catering is to be provided by Hummersknott Academy catering department, in accordance with its terms and conditions unless alternative arrangements have been agreed with the Hummersknott Active Manager
12. When Catering is supplied by the 'hirer' – the Academy Food Policy must be followed
13. Any hire of the sports facilities will also include access to changing accommodation
14. The 'Hire Charges' showing accommodation available for hire with rates also forms part of the policy document

Charges

1. The Directors' Finance and Audit Committee is responsible for setting charges for the letting of the Trust's premises. These will be reviewed and set annually, during the Spring Term, for implementation from the beginning of the next school year (1 September).
2. Letting charges are based on three categories of hirer:
 - Activities exclusively for 0-19 year olds (Juniors)
 - All other community use (Seniors)
 - School Staff
3. When reviewing charges these will be benchmarked to Local Authority, other similar facilities and other local schools.

LETTINGS AND VAT

General

The letting of facilities designed or adapted for playing any sport or taking part in physical recreation or a charge made to take part in sport are normally standard-rated. However, the letting of such facilities may be exempt if the letting is for over 24 hours or there is a series of lettings to the same person over a period of time.

24-hour rule

Where the facilities are provided for a continuous period of use exceeding 24 hours, the grant is exempt. The person to whom the facilities are let must have exclusive control of them throughout the period of letting.

Series of lets

Also exempt is the granting of such facilities for a series of ten or more periods (whether or not exceeding 24 hours) to a school, club, association or an organisation representing affiliated clubs or constituent associations where:

- i. Each period is in respect of the same activity carried on at the same place
- ii. The interval between each period is not less than one day and not more than 14 days
- iii. Consideration is payable by reference to the whole series and is evidenced by written agreement
- iv. The grantee has exclusive use of the facilities

Under (i) above, a different pitch, court or lane at the same sports ground or premises would count as the same place.

Under (ii) above, the duration of the sessions may be varied but there is no exception for intervals greater than 14 days through the closure of the facility for any reason.

Under (iii) above, there must be 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.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation (e.g. swimming pools, football pitches, dance studios and skating rinks). Each court or pitch (or lane in the case of bowling alley, curling rink or swimming pool) is a separate sports facility.

Any organisation which complies with these requirements must supply a copy of their organisation's constitution and a letter confirming they meet the above requirements. If accepted, a new contract will be issued which will remove the organisation's right to cancel the contract.

Academy Use

1. Use of the premises for activities such as staff meetings, parents meetings, Directors and Governing Body meetings and extra-curricular activities supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against each Academy's delegated budget and there is no letting fee.

Packaged Lettings

1. Groups which wish to hire a number of rooms for an event can request a package rate which may be lower than hiring each room individually. Any reduced rate must, as a minimum, cover the cost of staffing the event and be approved by the Hummersknott Active Manager.

Management and Administration of Lettings

1. The Executive Principal is responsible for ensuring the lettings are managed in accordance with this policy. The day to day responsibility has been delegated to the Hummersknott Active Manager.
2. If the Hummersknott Active Manager has any concern about whether a particular request for a letting is appropriate or not, they must consult with Executive Principal who will determine the issue.

The Administrative Process

1. Organisations seeking to hire the premises should contact the Hummersknott Active Manager, who will identify their requirements and clarify the facilities availability. S/he will then send out a lettings booklet (FB3), facilities booking application form (FB1) and terms and conditions (FB2).

2. All applicants for the hire of facilities must complete the facilities booking application form and sign the declaration that they:
 - a. Accept the terms and conditions of hire
 - b. Accept responsibility for the payment of hire fees
 - c. Indemnify the Trust against any damage
 - d. Have current public liability insurance cover or wishes to be covered under the Trust's Third Party Hirers' Policy

3. The following must then be returned to the Hummersknott Active Manager:
 - a. A completed facilities booking application form
 - b. A copy of a public liability insurance certificate (if appropriate)
 - c. The first month's fee
 - d. An external booking form recording the person responsible for compliance with the Terms and Conditions

4. Hirers can make their initial payment for lettings:
 - a. By cheque payable to Hummersknott Active Ltd
 - b. In cash at the school (10am until 4pm)
 - c. By direct bank transfer with reference made to the hirer's name
 - d. On the evening of the hirer's booking if agreed with the Active Manager prior to the booking

5. A copy of the completed and signed form (FB1) plus a confirmation letter signed by the Hummersknott Active Manager, stating the agreed arrangements of the booking. The original will be retained by the Trust as a record of the letting.

It must not be assumed that accommodation is available until the hirer has received a signed copy of the facilities booking application form. Dates cannot be held subject to the Trust receiving a completed application form.

7. The Hummersknott Active Manager will request subsequent payments monthly in advance. This will be done using an invoice requesting that payments are made directly to Hummersknott Active Ltd.

8. Where it is necessary, Hummersknott Active Manager will send a reminder email or letter to ensure payment is made when required. After one unsuccessful letter, Hummersknott Active will contact the hirer directly and postpone future bookings until payment is made.

9. All letting fees, which are received by the Academy Trust, will be paid into the account of Hummersknott Active Ltd.

10. If it is necessary to make any refunds, the subsequent month's invoice will be adjusted accordingly. Where this is not possible a cheque will be raised and forwarded to the hirer.

11. Income and expenditure associated with Hummersknott Active will be monitored monthly to ensure at least a 'break even' situation is being achieved.

References

The Facilities Booking Application form (FB1) asks for two references. These will be taken up at the discretion of the Hummersknott Active Manager.

Cancellations

Any licence to use the Academy Trust's facilities can be terminated:

- a. Immediately by the Trust if the hirer has not complied with any of the Conditions of Use
- b. On 14 days written notice given by the hirer to the Trust.
- c. At any time by the Academy Trust to the hirer in the event of the Trust requiring any hired property for Trust purposes.

Insurance

1. Any extended services/activities, which are directly provided by the Academy Trust, have cover within the Academy Trust's standard insurance policy.
2. A third party hiring Academy Trust's facilities must have their own Public Liability Insurance to avoid the Trust having to make a claim against its policy. This insurance must have a minimum level of cover of £5 million. If this is not available the Trust can rely upon its insurance policy.

This policy links with values 2 – Outstanding Provision, 3 – Nothing but the best for all, 4 – Taking responsibility, 7 – Healthy lives and 9 – At the heart of the community of Hummersknott Academy Trust's Vision and Values.

RESPONSIBILITY

This policy will be reviewed and updated where necessary by the Hummersknott Active Manager, and approved for adoption by the Finance and Audit Committee.

PUBLICISING THE POLICY

A copy of this policy will be available on each Academy's website and the Learning Gateway where applicable. Staff will be advised of amendments to this policy via the Staff Bulletin/Briefing.

POLICY STATUS

This is a non-statutory policy.