

Shireland Collegiate Academy Policy

Lettings Policy

Committee and Date Approved	Resources Committee – Autumn 2021
Category	Statutory - DfE
Next Review Date	Annually unless change in legislation, except for scale of charges – Autumn 2022
Policy Availability	Trust Website
Officer Responsible	FD of the Trust

The Trust, all Academies within the Trust and Shireland Learning Limited must comply with this policy.

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Introduction

The Shireland Collegiate Academy Trust Trustees have direct responsibility for the use of all Academy premises; subject to the conditions of the Funding Agreement dated September 2007 stating; “the premises should be made available wherever possible to provide for the wider educational and recreational needs of children, young people and adults”.

By virtue of this direction Trustees must have regard to the desirability of the premises being made available for community use outside Academy hours.

This policy and guidance is also relevant for any trading subsidiary of the Shireland Collegiate Academy Trust. Therefore, as a trading subsidiary, Shireland Learning Limited will adhere and comply with these regulations in full.

The Trustees have delegated responsibility to the Resources Committee of the Shireland Collegiate Academy Trust to decide and set the Lettings Policy for the Trust. However, in adopting this policy this committee delegates to each Standards and Performance Committee the ability to agree their own letting charges on an annual basis

The Resources Committee will review this policy annually.

Each Standards & Performance Committee will review the scale of charges annually.

The following documents can be found on each Academy website:

- (a) A standard scale of charges and concessions
- (b) Conditions of Hire
- (c) Booking form

Application Process for the Hire of Academy Premises

An application form for the use of Trust premises must be completed by all organisations that wish to hire the facilities during the working week or at weekends. Please note the format of this application may vary academy to academy. Please ensure the correct form is used at each of our Academy sites. This form can be found on each Academy website.

When an enquiry is received regarding the hire of Trust premises the following information **must** be issued to the person/organisation making the enquiry:

- (a) Scale of Charges with concessions available
- (b) Condition of Hire
- (c) Application Form – electronically

Application Process

An application form must be completed in full, the declaration completed and signed and payment receipted prior to the letting taking place.

Please note, the individual completing the declaration and signing the form will be seen by the Trust as having the legal rights to enter into a contract and as such when the application form is received will become a binding contract, on acceptance by the Trust. All electronic submissions will be accepted with a printed name, providing a confirmation email is received confirming understanding of the terms and conditions.

The application form is available to download from each academies website.

The form must be completed electronically and returned by e-mail, to each academies email address as detailed on the application form, who will confirm receipt of application.

Please do not assume a booking is accepted until you have an e-mail confirmation from the Academy, with details of how and when payment should be made. We aim to respond within 5 working days.

Each application form can be used to book a maximum of 10 identical sessions providing section 3 is completed. For bookings in excess of 10 sessions a separate application must be completed.

If you are making additional applications for different facilities, a separate form is required.

Please note, the conference facilities will be charged at the daily rate **plus** the base per delegate amount of £5.00 per person.

Security can be arranged as an optional extra and in some cases the Academy may recommend this is included.

Concessions will be deducted where applicable.

Upon acceptance of the booking, an invoice will be raised referencing the booking reference and is payable within the timescales outlined in this policy.

For any member of staff booking the use of facilities, a different member of staff should facilitate the booking and confirm payment has been received prior to use of facilities. Staff bookings must be signed off by the Principal.

Operational Procedures

The letting is subject to the conditions of hire stated on each Academy website. It is the responsibility of the applicant to ensure this is read and understood in full. The completion of the declaration on the application form confirms each applicant has read and understood the terms and conditions of the hire

Academy Responsibilities

- a) Ensuring all required rooms are available, along with all necessary equipment and furniture on the agreed date(s).
- b) Ensuring staff are available for the duration of the letting and the site is opened and closed.
- c) Ensuring staff have emergency contact details and fully understand the emergency plan processes.
- d) Ensuring Health and Safety of staff/visitors/site is maintained at all times
- e) Ensuring the security of the site at all times and if necessary arrange security guards.
- f) Completing a risk assessment.

Applicant Responsibilities

- a) Ensuring compliance with conditions of hire
- b) Ensuring room is appropriate for need
- c) Ensuring if the activity involves children and/or vulnerable adults all DBS checks are in place
- d) Ensuring if the activity involves teaching/coaching all relevant insurance, DBS checks and coaching certificates are in place
- e) To report any incidents to the staff on duty as soon as possible.
- f) To understand the emergency procedures and the evacuation plan and ensure all attendees are fully aware
- g) Comply at all times with the Health and Safety requirements of the Academy
- h) Where necessary maintain a register of attendees
- i) Ensuring appropriate arrangements are in place to welcome all attendees

Payment Procedures

Payment **must** be made in full before the facility can be hired. Where the booking is for more than one occasion, payment must be made in advance of each occasion

Payment must be made by BACS.

One off Payments

Academy bank details will be available on the corresponding invoice for the booking.

The BACS payment must quote the unique booking reference as per the acceptance e-mail.

The hirer must allow 3 working days for the payment to be processed and reach the bank account of the Academy.

Therefore payments must be made **6 working days** before the letting to allow the payment to be fully processed.

Instalment Payments

To pay in instalments this must be agreed at the time of accepting the application by the responsible officer.

The following will then be adhered to;

- The instalment schedule cannot be more than the number of dates booked and if for a single letting, must be complete before the date of the letting.
- The amount to be paid per instalment should be the total charge for the letting divided by the number of allowed instalments.
- The hirer must be issued with the agreed payment schedule when the e-mail acceptance is sent to the hirer.
- Payment must be made in full and on the dates agreed, otherwise the letting is void.

Charging – Value Added Tax

It is imperative that VAT is accounted for properly. Failure to do so could result in the Academy incurring financial penalties or even an individual if deliberate.

VAT will be charged on all bookings except where there is an exemption.

These are currently:

Classrooms and halls, even if they include incidental items for which a charge is not identified, i.e. tea coffee. The exception to this rule, is if the room is specifically designed, adapted or contains specialist equipment, such as the dance studio, then VAT needs to be applied at the standard rate.

Sport and Physical Recreation Facilities, where

- There are ten or more bookings for the same activity
- The interval between each booking is more than one day, but less than fourteen days.
- It is booked in writing and paid for in advance.
- The hirer has exclusive use of the area
- The booking is for more than 24 hours

If the above are met, the letting is exempt.

The Academy's VAT Registration Number is 922145354.

Appendix A - Conditions of Hiring of Academy Premises

1. Each application should be made in writing on the “Hire of Academy Premises Form” giving as much notice as possible. All hiring fees must be cleared 3 working days before the date of the letting and admission to Academy premises may only be granted on production of the **official receipt for payment of fee**.
2. A single application form is acceptable to cover a series of up to 10 duplicated bookings, subject to the availability of premises on the dates required, which should be stated. However a new application must be made for any booking exceeding 10 occasions.
3. It is the responsibility of hirers to satisfy themselves that the accommodation and furnishings requested are suitable for the purpose required.
4. Furniture may not be moved by the hirer, without the consent of the Principal. Permission must be obtained at the time of hiring. If additional furniture is required which is not available at the Academy, it may be possible to arrange delivery, but any expenses involved must be borne by the hirer.
5. Decorations and advertising matter are not permitted without special permission from the Principal. Notice boards, supplied by the hirer, may be displayed at the entrance to the Academy for 24 hours before the commencement of the letting, such boards to be fixed in accordance with the Site Managers ruling.
6. Hirers are not permitted to use and must not enter accommodation other than that which is stated on the permit.
7. The use of Academy kitchens is currently not allowed. Where a request is made, this will be at the discretion of the Principal and if agreed the rate charged will be negotiated.
8. The Academy prohibit:
 - (a) The use on floors of polishing matter other than chalk;
 - (b) Any gambling on Academy premises;
 - (c) Screws or nails or similar articles being driven into any part of the Academy’s property;
 - (d) The sale or consumption of intoxicants otherwise than as authorised in writing by the Principal, in which case it shall be the responsibility of the hirer to satisfy the requirements of the licencing laws;
 - (e) Loitering at the entrances to Academy’s, corridors or playgrounds.
 - (f) Smoking is prohibited in all Academy buildings.

9. The Academy grant facilities for the public use of the Academy's accommodation on the express condition that those responsible for hiring the rooms will give an undertaking that the event will be conducted with propriety and will hold themselves liable for any damage incurred.

Any damage arising from the hiring of Academy premises will be repaired by the Academy and charged against the party or person hiring the Academy premises in question.

In addition, those responsible for hiring Academy premises must indemnify the Academy from and against all actions, claims, demands, losses, costs, damage and expenses which may be brought or made by any person in respect of injury or damage sustained by them in consequence of or arising out of the use of Academy premises.

10. Hirers should report any suspicious incidents to the staff on duty and if necessary the Police immediately.
11. Rooms may be hired from 7.00 am but all lettings normally terminate so that the premises are vacated at 10.00 pm.
12. The Academy reserves the right to refuse or cancel a letting or close the facility at its discretion.
13. Notification of any cancellation must be given by the hirer, in advance, to the Academy
14. Full Charges will still apply if the hire is cancelled with less than 6 working days.
15. All equipment brought into the Academy for the purpose of the letting must be removed immediately afterwards. Electrical equipment should not be used on Academy premises unless it has been PAT (Portable Appliance Testing) tested. Any items left or stored on the premises are done so at the owner's risk. The Academy cannot take responsibility.
16. Admission must be given to the Principal or his representative, or any representative of the Police or the Fire Service or the Trustees/Governing Body at any time during which the premises are open.
17. The number of persons admitted to the premises must not be more than the building or part thereof can properly accommodate. The hirer is responsible for ensuring that any activity does not restrict the use of passages, staircases, exits, etc.
18. The persons responsible for the conduct of the event must take precautionary measures to avoid damage to Academy property. Parking facilities, where available, are at owner's risk and are free of charge.

19. Where the premises are used for a public performance the person hiring the Academy will be responsible for satisfying the requirements of licensing for stage plays.
20. Taking vehicles onto or parking on grassed areas is strictly forbidden. Parking must be in the designated areas only. Any damage will be charged to the hirer including cleaning and disposal of litter left behind.
21. The hirer must ensure, where he/she proposed to run an activity/club, the individual responsible must be fully qualified to teach and supervise the activity, will be in charge throughout the period of hire and he/she has completed checks to ensure all necessary DBS and insurance cover to lead on such activities are in place. The academy accepts no responsibility for any activity/club run by a hirer.
22. Any equipment or materials which may constitute a danger to the hirer, or other persons or the premises may not be brought into the Academy (e.g. inflammable or toxic materials, substances or equipment). Any equipment found to be faulty should be removed from use immediately and a member of the Academy site management staff informed.
24. On entering the building the hirer must examine the Fire Regulations posted at the fire alarm point nearest to the accommodation to be used, and ensure that these are understood and where running an activity, all participants are fully aware of the nearest exit points.
25. The hirer must take from Reception a copy of the Health and Safety requirements of the Academy and ensure these are fully understood and followed.

Duty staff are expressly instructed by the Academy to ensure that hirers observe the regulations set out above at all times.

Appendix B - Application for Hire of Academy Premises

Please note each Academy will have their own application form this is just an example

Hire of Academy Premise Form

Section 1

Applicants Details

Name	
Company Name	
Address	
Email Address	
Contact Telephone Number	

Lettings Details

Booking Date			
Booking Time			
Anticipated number of attendees			
Do you wish to make multiple bookings?	Yes	No	
If you would like to make multiple bookings for the same facility but on different dates please also complete Section 3			
Please describe the Purpose for which you wish to use the facility:			

Section 2

SPORTS FACILITIES	HOURLY RATES PEAK	NUMBER OF HOURS	TOTAL COST
Sports Hall (Whole)			
Muga (Full Pitch)			
Badminton Court			
Tennis Courts			
Netball Courts			

Volleyball			
Football			
PERFORMING ARTS			
Drama Studio			
Classroom			
Dance Studio – Sprung Floor			
PERFORMING ARTS	DAILY RATE	PLEASE SELECT FACILITY	TOTAL COST OF FACILITY
Auditorium (fixed seating for 258) Full Day			
Auditorium (fixed seating for 258) Up to 4 hours			
Immersive Room Full Day			
Immersive Room Up to 4 hours			
CONFERENCE	DAILY RATE	PLEASE SELECT FACILITY	TOTAL COST OF FACILITY
Lecture Theatre including Conference Room up to 60 people (Full Day)			
Lecture Theatre up to 60 people (Half Day)			
DELEGATES - CATERING	COST PER DELEGATE	TOTAL NUMBER OF DELEGATES	TOTAL COST
Per Delegate Cost – Catering	Price on Request		
ALL CHARGES ARE EXCLUSIVE OF VAT			
Total cost for booking			
Please list other dates in Section 3- Number of days you require this booking			
TOTAL COST (Excluding VAT)			£
VAT @ 20%			£
Concessions – Only applicable to peak rates CONCESSIONS MUST BE AGREED PRIOR TO PAYMENT		APPLICABLE	DISCOUNT
Any affiliation to the Academy	50%		
Member of Staff	50%		
Academy Family Activities	Free		

10 Week Block Bookings	VAT Not Applicable		
Multiple Bookings	Agreed Discretionary Discount		
TOTAL COST			£

Section 3

ADDITIONAL DATES

Section 4

PAYMENT DETAILS

Total fee payable:

£

DATES	

If you would like to pay in instalments, please contact the Academy to discuss this option.

Section 5

DECLARATION AND SIGN

In consideration of this application being granted, I agree to pay the Academy on demand, hiring fees in accordance with the Schedule of Charges and Conditions for Hire of Academy premises, a copy of which has been supplied to me, and I undertake to comply with such regulations.

I confirm that I am over the age of 18 years old and also certify that all adults working with children and vulnerable adults have had the necessary DBS checks and all insurance and coaching certificates are in place.

Print Name	
Signature	
Date	

Section 6 – FOR OFFICE USE ONLY

Booking Reference Number	
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