



The  
**Maltby** Learning Trust

# MLT Lettings Policy

Date Last Reviewed: June 2021  
Reviewed by: Chief Executive Officer  
Approved by: SRFA Committee

## 1. INTRODUCTION

- The Trust Board regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible by the local community.
- The Trust Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help students achieve their full potential by engaging with local groups and services meeting the wider needs of our students, families and the local community.
- The vision for the Trust is to 'Deliver exceptional learning experiences that enable all young people to thrive in a competitive world and live successful and fulfilling lives' and any lettings of the premises to outside organisations will be considered with this in mind.
- The Academy's delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of the premises by any outside organisation must be reimbursed to the Academy's budget.
- The Trust/Academy reserves the right to:
  - Refuse applications without giving a reason.
  - Have a representative present at any function.
  - Terminate any activity not properly conducted.

## 2. DEFINITION OF A LETTING

- A letting may be defined as any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers'). Lettings can be single use - on one occasion or regular use – the same day and time each week.
- A letting must not interfere with the primary activity of the Academy, which is to provide a high standard teaching and learning environment for all its students.
- The following activities fall within the corporate life of the Academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.
  - Trust Board and Local Governance Committee (LGC) meetings.
  - Extra-curricular activities for students organised by the Academy or Trust.
  - Academy performances or events.
  - Parents' evenings and meetings.
  - Parent and Community Advisory Board (PCAB) meetings and events.
- Care should be taken to ensure that any lettings are consistent with Trust values. The following activities are not considered to be appropriate for lettings:
  - Commercial activities with little potential to generate income or support for the Academy.
  - Activities or events of a political nature.
  - Activities or events which might bring the Academy or Trust into disrepute.

### 3. ROLES, RESPONSIBILITIES AND ADMINISTRATION OF LETTINGS

- The Staffing, Resource, Finance and Audit Committee (SRFA) is responsible for:
  - Approving this policy and ensuring that it is reviewed regularly.
  - Setting the hire charges for the letting of Academy premises and reviewing them regularly.
  - Setting the Terms and Conditions of Hire for lettings.
  - Approving the Health and Safety Policy and ensuring it is reviewed regularly.
  - Ensuring that the Trust has appropriate insurance arrangements in place.
- The Trust Chief Executive Officer (CEO) is responsible for:
  - Ensuring Principals are aware of their responsibilities relating to this Policy.
  - Line managing the Director of Finance and Capital Resources (DFCR).
- The Academy Principal is responsible for:
  - The management of lettings, in accordance with the Trust policy. The Principal may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for Academy lettings/finance), whilst still retaining overall responsibility for the lettings process.
  - If the Principal has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the CEO or Executive Director, given delegated authority to determine the issue on behalf of the Trust.
  - Ensuring the staff responsible for letting of Academy premises are aware of their responsibilities relating to this policy.
- The Academy lettings staff are responsible for:
  - Ensuring that the lettings procedures are followed:
- The Hirers are responsible for:
  - Adhering to the procedures and Terms and Conditions of Hire.
- All Academies are responsible for:
  - Managing the day-to-day lettings of the premises and ensuring effective communication between all parties concerned.
  - Maintaining accurate records of all bookings.
  - Confirming bookings using the Academy booking terms and condition template.
  - Checking and filing insurance and safeguarding documentation provided by Hirers.
  - Ensuring appropriate training for Hirers or appropriate member of staff is present when any specialised equipment or accommodation is hired.
  - Monitoring all Hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for Academy use.
- The Central Finance Team are responsible for:
  - Raising invoices and chasing any outstanding payments for Primary/Secondary Academies.

### 4. CHARGES AND BOOKINGS

- The SRFA is responsible for setting charges for the letting of the Trust/Academy premises. All charges will be reviewed and set annually in consultation with the CEO and DFCR.
- A charge may be levied to cover the following:
  - Cost of services (heating and lighting).
  - Cost of staffing (additional security, caretaking and cleaning) – including ‘on costs’).
  - Cost of administration.
  - Cost of ‘wear and tear’.
  - Cost of use of Academy equipment (if applicable).
  - Profit element (if appropriate)
- The charges review will take place during the Spring Term, for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> September of that year. Current charges will be provided to Hirers in advance of any letting being agreed (see Scale of Charges Schedule – Appendix 1).
- All bookings will be made directly with the Academy, recorded locally and supported by a copy of the Academy Booking Terms and Conditions signed by the hirer.
- In considering requests for lettings, consider the following:
  - Whilst the Academy will try to accommodate all requests, the Academy and current Hirers will be given priority.
  - Other considerations include the type of event, site supervision availability, the number of other lettings coinciding and the suitability of the accommodation.

## 5. VAT

- In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (Although there are exemptions to this under certain circumstances).
- Sport facility lettings charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:
  - Each period is in respect of the same activity carried on at the same place.
  - The interval between each period is not less than one day and not more than fourteen days.
  - The charge is payable by reference to the whole series and is evidenced by written agreement.
  - The facilities are let to a school, club, association, or an organisation representing affiliated cubs or constituent association.
- In the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations or junior clubs.

## 6. THE ADMINISTRATIVE PROCESS

- Organisations seeking to hire the Academy premises should approach the Academy Lettings Administrator or register an interest online. The Academy will then identify their requirements and clarify the facilities available.

- An Initial Lettings Request Form should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The Principal/Local Governance Committee has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed in writing.
- Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the Hire Agreement (appendix 2). The letting should not take place until the signed agreement has been returned to the Academy.
- The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Trusts current scale of charges. Payment must be made directly into the Trust/Academy bank account.
- Academies must seek payment in advance to reduce any possible bad debts. A one-off booking must be paid in advance and all other bookings are either paid monthly or termly in advance.
- The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.
- All lettings fees which are received by the Academy will be paid into the Trust/Academy bank account and allocated to the respective Academy's budget, in order to offset the costs of services, staffing etc. (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a 'break even' situation is being achieved and reported to the Trust Board and Local Governance Committee.

## 7. PUBLIC LIABILITY AND ACCIDENTAL DAMAGE INSURANCE

- All Hirers, whether groups or individuals, are responsible for arranging their own public liability insurance and to ensure the insurance covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which premises are being hired). This cover must also extend to include loss or damage to the premises of the Academy site arising out of the letting. The minimum limit for this insurance cover is £5 million. Evidence of the appropriate cover will be required by the relevant Academy in advance of any hire and will be subject to annual review.
- The Academy Principal or designated member of staff has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other appropriate control measures.

## 8. SAFEGUARDING AND THE PREVENT DUTY

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the Academy, a signed copy of their current Child Protection Policy.
- All hirers must state the purpose of the hire. Each application will be vetted by the Academy Lettings Administrator and any concerns will be reported to the Principal prior to approval.

- When determining whether to approve an application, the Principal or person with designated responsibility will consider the following factors:
  - The type of activity.
  - Possible interference with Academy activities.
  - The availability of facilities.
  - The availability of staff.
  
- An application will not be approved if it:
  - Is aimed at promoting extremist views.
  - Involves the dissemination of inappropriate materials.
  - Contravenes the statutory Prevent duty.
  - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Principal, balanced or outweighed by freedom of expression or artistic merit).
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- The Lettings Administrator will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
  
- Where an individual or group is found to be promoting views in contravention of the Academy's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the Academy will contact the police who will remove the person or group from Trust premises.

## 9. CANCELLATIONS

- By the Hirer: Cancellations should be made in writing at least 48 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the Trust will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.
  
- By the Academy: If the Academy finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Trust and the Academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

## APPENDIX 1 – SCALE OF CHARGES

		<b>Charges per hour 2021/22</b>
<b>MA</b>		
Hire of Astro Turf:		
Juniors	Per quarter pitch	£24
Juniors - Maltby teams	Per quarter pitch	£20
Seniors	Per quarter pitch	£32
Seniors - Maltby teams	Per quarter pitch	£28
	Juniors/Seniors Maltby	£28
Hire of sports hall	Per hall	£35
	Juniors/Seniors Maltby	£30
Hire of Activity Hall	Per hall	£26
	Juniors/Seniors Maltby	£21
Hire of grass pitches	Per pitch - no changing facilities	£30
	2 x pitches	£40
	3 x pitches	£60
	4 x pitches	£70
Maltby Juniors grass	All field with changing facilities	£80

<b>STWA</b>		
Hire of floodlit MUGA	Per MUGA	£24
	Juniors/Seniors Edlington	£20
Hire of Sports Hall	Per hall	£35
	Juniors/Seniors Edlington	£30
Hire of Activity Hall	Per hall	£26
	Juniors/Seniors Edlington	£21
Hire of grass pitches	Per pitch	£30

<b>WA</b>		
Hire of Classroom	Per classroom	£27
Hire of Sports Hall	Per hall	£46
Hire of Blue Gym	Per Gym	£36
Hire of Gym 1	Per Gym	£26
Hire of Astro Turf:		
Junior Teams	Per third	£30
Junior Teams	Full Pitch	£76
Senior Teams	Per third	£36
Senior Teams	Full Pitch	£87
Commercial Teams	Per third	£42
Commercial Teams	Full Pitch	£110

Weekend prices		
Full sized pitch 1		£70 Saturday £80 Sunday
Full sized pitch 6		£70 Saturday £80 Sunday
9v9 pitch 2		£35 Saturday £40 Sunday
9v9 pitch 5		£35 Saturday £40 Sunday
7v7 pitch 3		£35 Saturday £40 Sunday
5v5 pitch 4		£35 Saturday £40 Sunday
Astro Turf		£110 Saturday\Sunday
<b><u>All other Academies</u></b>		
Hire of Classroom	Per classroom	£20
Hire of Hall	Per hall	£30
Hire of grass pitches	Per pitch	£30

## APPENDIX 2 – CONDITIONS OF HIRE AGREEMENT

In this agreement, the Hirer accepts the following conditions of hire when signing this document:

1. Wherever possible, bookings must be made 21 days in advance and the full hiring charge is to be paid 7 days prior to the activity taking place. Failure to settle amounts due on receipt of the first reminder, will result in the lettings being terminated with immediate effect.
2. If the original hours of hiring are exceeded, then an additional charge equal to twice the hourly rate will be made for each excessive hour or part thereof (e.g., 10 minutes over time, the charge will be for 2 hours; 70 minutes over time, the charge will be for 4 hours).
3. The hiring times must be from the time that the first person requires entry until the time the last person leaves the school grounds and must include preparation and clearing up time.
4. The Trust accepts no responsibility for loss or damage to cars parked on their Academies premises/car parks or the contents thereof unless such loss or damage is caused by negligence of the Trust.
5. All fire exits and escape routes to be kept clear at all times.
6. The use of naked flames or any equipment that produces open unguarded flames is forbidden.
7. Use of kitchen equipment within the Academy buildings is not allowed but a mobile catering van can be used after agreement with the Facilities Manager in advance.
8. The use of any equipment that produces smoke or mist is prohibited and in the event of the need for such equipment to be used in a theatrical production, a prior arrangement needs to be made with the Academy's Facilities Manager at least 14 days beforehand.
9. The Trust retains the right to refuse or cancel any application.
10. The Trust may cancel or terminate at any time, any hiring if there is any omission from, or misstatement in the application form; or if the premises are hired or used for any purpose for which they have not approved; or if payment is not made on time.
11. The hirer will be responsible for:
  - i) Any damage which may be caused to the Trust/Academy premises or its contents by any visitor, or:
  - ii) Any loss or injury suffered by any person as a result of this hiring and the hirer shall indemnify the Trust in respect of any such damage, loss or injury.
  - iii) The behaviour of all their visitors at all times.
12. No smoking or consumption of alcohol to be permitted on the Trust's land or within the Academy buildings.
13. Only the consumption of confectionary and non-alcoholic drinks is allowed in the Academy buildings, any other food which is consumed externally on the Academy site must relate to point 7 above, but the ban on alcoholic drinks still applies.
14. No noise, which is audible outside the Trust/Academy buildings may be permitted and the hirer shall ensure that all visitors enter and leave the premises quietly. Excessive noise may cause hiring to be terminated.
15. No booking shall extend beyond the hour of 10pm. Bookings beyond 10pm require a minimum of 3 months' notice and are subject to the availability of a member of the site team to facilitate closing the site.
16. All areas used by the hirer must be left in a tidy condition.
17. The hirer shall not cause, or permit, any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors; or into any furniture or fitting; or do or permit anything to be done which is likely to cause damage to the building or any such furniture or fittings.
18. The hirer shall pay to the Academy/Trust on demand, the cost of reinstating or replacing any part of the premises, or any property whatsoever belonging to the school, in or upon the premises, which are damaged, destroyed, stolen or removed during the period of hiring.
19. Electrical equipment, light sports equipment, e.g. balls/racquets are not included in hire charges.

20. Any electrical equipment used by hirers should be PAT tested.
21. The use of wind-up extensions and power blocks is forbidden. If extension leads are to be used, they should be PAT tested and the Academy's Facilities Manager should be made aware of their intended use at least 14 days before the booking.
22. Cancellation by hirer must be notified within 14 days of letting or the deposit will be forfeited.
23. A suitable fire risk assessment is required from the organisation hiring any part of a premises, where it is being used exclusively by them outside normal school opening times. For usage at other times or when it is not an exclusive use, the Academy's Fire Risk assessment and Fire Policy should be followed.
24. In addition to 23 above, any hirer needs to have an effective fire evacuation plan in place.
25. Rooms should not be used in such a way that this would result in over capacity, which would put anyone using the room at risk.
26. Toilets on site can only be used with the advance agreement of the Facilities Manager.

Locking up on completion of a booking – arrangements should be made with the Caretaker on duty to lock up after the facility after the booking has finished.