

## 1. Principles

- 1.1 Academy buildings and grounds are regarded as a community asset and every reasonable effort will be made to enable them to be used as much as possible. However, the overriding aim is to support the academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered whilst keeping this in mind.
- 1.2 The academy's delegated budget (which is provided for the education of its students) cannot 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 an outside organisation must be reimbursed to the academy's budget.

## 2. Purposes

- To provide clear guidance on lettings and the hire of academy premises and equipment
- To enable community and lifelong learning access to the academy site and premises
- To promote the use of the academy's facilities by the wider community
- To safeguard the interests of the Academy
- To ensure that the out of hours use of the academy site is not subsidised by the academy budget and is sustainable

## 3. Guidelines

### 3.1 Definition of a Letting

- 3.1.1 A letting may be defined as "any use of the academy premises (buildings and grounds) by either a community group or an individual or group of individuals, or a commercial organisation.
- 3.1.2 Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the academy does not wish to hire the premises.
- 3.1.3 A letting must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its students.
- 3.1.4 Use of the premises for activities such as staff meetings, parents' meetings, and extracurricular activities of students supervised by academy staff, fall within the corporate life of the academy. Costs arising from these uses are therefore a legitimate charge against the academy's delegated budget.

### 3.2 Charges for a Letting

- 3.2.1 The Finance & Resources Committee is responsible for the determination of how charges will be made for lettings. It is determined that a charge will be levied which covers the following:
  - Costs of Services such as heating and lighting

- Cost of staffing (additional security, caretaking, and cleaning, Reception etc. - Including “on-costs”
- Cost of administration
- Cost of “fair wear and tear”
- Cost of use of academy equipment
- Profit element (if appropriate).

3.2.2 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

3.2.3 The Principal, in conjunction with the Academy Business Manager, is responsible for setting charges for the letting of the academy premises either directly or via any delegated lettings management agreement. Advice on what to include when determining a scale of charges should be obtained from the Trust Estates & Facilities Team.

3.2.4 The specific charges levied will be reviewed annually by the academy, in conjunction with the Finance Business Partner, during Term 3, for implementation from the beginning of the next financial year, with effect from 1st September of that year.

3.2.5 Each academy will publish its own schedule of charges and will provide this in advance of any letting being agreed by the academy.

### **3.3 VAT**

3.3.1 In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports and physical recreation lettings are subject to VAT (although there are exemptions under certain circumstances). For specific clarification on Lettings and VAT applicants should seek advice from the Academy Business Manager in the first instance.

### **3.4 Management and Administration of Lettings**

4.4.1 The Principal and Academy Business Manager are responsible overall for the management of lettings. The Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. If the Principal has any concern about whether a request for a letting is appropriate or not, the Trust Estates & FM Director should be consulted to provide advice.

### **3.5 The Administrative Process**

3.5.1 The Academy Business Manager or other designated person with responsibility for lettings shall ensure that a Lettings Agreement (**Annex 1**) is completed by the Hirer. Hirers will also be issued with a copy of Terms and Conditions of Hire (**Annex 2**), including details of academy specific charges, safety requirements and fire procedures. The academy 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.

3.5.2 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.

3.5.3 All amounts received by the academy’s lettings will be paid into the academy’s individual bank account, 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.

#### **4. Safeguarding where children and/or young people (Under 18) are involved**

4.1 It is a requirement that;

- The organisation has an appropriate child protection policy
- The academy has a list of the names and addresses of adults regularly attending
- Adults regularly attending have been DBS checked
- Adults regularly attending have received at least basic child protection training
- Where relevant, the organisation has Ofsted registration.

4.2 And:

- Where there is adults-only letting during academy hours, or where adults are present that have not been DBS checked, that the room/area being let is physically segregated from pupils.

#### **5. Public Liability and Accidental Damage Insurance**

5.1 The hirer will be required to confirm that adequate and appropriate insurance cover is in place for the activity to be carried out. The hirer will also be required to maintain its own adequate public liability and hirer’s liability insurance and provide a copy of this to the Academy annually.

5.2 In addition to 5.1 above the academy is a member of the Government backed Risk Protection Arrangements (RPA). This cover sets out that:

*The RPA Administrator will, subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify any Hirer*

**1. for all sums that the Hirer shall become legally liable to pay for damages or compensation in respect of or arising out of:**

- i) Personal Injury*
- ii) property damage*
- iii) nuisance, trespass or interference with any easement right of air, light, water or way*

*Occurring during the Membership Year in connection and solely and directly arising from the use of the Member’s premises or facilities during the period of the hire.*

**2. against legal liability for claimants costs and expenses in connection with clause 1 above.**

**3. in respect of:**

- i) costs of legal representation at:*
  - a) any coroner’s inquest or inquiry in respect of any death*
  - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Extension 17*
- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above incurred with the prior written consent of the RPA Administrator.*

*Hirer is defined as any person or organisation whom the Member has hired rooms where that person or organisation does not have public liability insurance.*

The Terms and Conditions of cover are available from the link below:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/645716/RPA\\_membership\\_rules\\_update\\_September\\_2017\\_V3.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/645716/RPA_membership_rules_update_September_2017_V3.pdf)

## 7. Policy status and review

<b>Written by:</b>	Estates Support Manager
<b>Owner:</b>	Estates & Facilities Management Director
<b>Status:</b>	Approved
<b>Approval date:</b>	FRC = 30 Nov 2017 Reviewed Feb 2020 – no policy changes required
<b>Review Date:</b>	2022

## Annex 1 – example of Application for Hire of Facilities

Applications to hire educational premises are required to be made by completing this form and returning it to the Academy at least 7 days before the period of hire required.

<b>Name of Hirer / Organisation:</b> Contact address: Tel number: _____ Email: _____ Website: _____ <b>Name of person responsible for the Hire / Organisation</b> Name : _____ Phone : _____ Mobile: _____		
<b>Facilities required:</b> : (Circle as appropriate) <b>Sports Hall / Astro Turf / 3G MUGA Pitch / Main Hall / Classroom / Climbing Wall / Drama Studio / Grass Pitch / Hard Court / Other-please state.....</b> <b>Sport/Activity undertaken.....</b>		
Day(s) of Hire: .....		
Start time:..... Finish time: ..... No. of Hours.....		
Frequency of hire: (delete as appropriate) <b>Daily / weekly / monthly / other</b>		
Period of Hire: (DD/MM/YY): Start Date: ..... End Date: .....		
<b>Safeguarding Children and Young adults</b> Definition - Any hire that is attended by children or young adults under the age of 18 years Children and Young adults will attend and or participate in the hire? <b>Yes / No</b> (delete as appropriate) <b><i>Hire will not be confirmed without declaration of DBS checks if applicable.</i></b>  See section 5 for details		

Named person responsible for Health & Safety during hire period: ..... Contact number during session.....
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<p><b>First aid certificate: enclosed/to follow</b> (delete as appropriate)</p> <p><b>Fire Safety Declaration: enclosed/to follow</b> (delete as appropriate)</p>
<p><b>Is the Hirer intending to sell any foods, goods, refreshments or alcohol at the Premises?</b></p> <p><b>Yes / No</b> (delete as appropriate)      <b>(If yes, see terms and Conditions of hire)</b></p>
<p><b>1 Will the Hirer conduct public entertainment? Yes / No</b> (delete as appropriate)</p> <p>If yes, the hirer/organisation may be required to apply for and submit copies of PPL, MCPS or PRS licences.</p> <p style="text-align: right;"><b>See</b></p> <p><b>section 4 for details</b></p>

**All sections of the form must be completed and returned to Academy contact details:**

.....

**Hirers are required to note the following:-**

The Terms and Conditions of Hire are an integral part of this agreement. Hirers must satisfy themselves that they are fully aware of them, and by signing they undertake to observe and perform the requirements as set out therein.

Until such time as the signed Hire Agreement is received by the Academy, together with any deposit or payment required, there is no firm booking with the Academy for the hire. This means that the Academy is free to accept alternative bookings for the facilities without any obligation to the Hirer.

**Payment Terms**

Payment is required in advance

By BACS:

Lloyds Bank – Account No: 52980068 Sort Code 30-84-41

Please quote the invoice number followed by the academy name as reference

Cash is not accepted

**Declaration of Hirer**

I acknowledge that I have received a copy of the terms and conditions governing hire and understand them. I agree to abide by them and to pay all sums due. I agree to pay for the reinstatement following any damage to property caused as result of this hire. I confirm that I am an authorised signatory for the organisation affecting the hire and am duly empowered to commit them to contract.

**Signature of Hirer / Authorised representative of the Hirer**

.....

**Print name:** .....

**Date:**

.....

*For office use only*

**To the Hirer/Organisation**

Your application for hire is approved under this Agreement.

Cost per session:.....

**Academy Representative** .....

**Date:**.....

## **Annex 2 - Terms and Conditions of Hire Applicable from 1<sup>st</sup> September 2017**

The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.

### **THE HIRER MUST COMPLY WITH THE LAW OF THE LAND**

#### **1. Bookings**

- 1.1 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required. Hirers will be invoiced monthly in advance. Payments are due before hire commences. New Hirers may be required to pay a refundable deposit appropriate to the value of their hire. If there is damage, or the need for extra cleaning after the letting, the Hirer will pay any subsequent account to cover these costs.
- 1.2 Hire is for the periods as stated in the application. Non-attendance which has not been previously agreed following a booking will be chargeable, excepting that under the Academies discretion items such as adverse weather, fire, flood or unexpected staffing issues may affect attendance.
- 1.3 Bookings are not confirmed until the application has been agreed and signed by the FM Manager/Lettings Manager.

#### **2. Payments & Charges**

- 2.1 Any payment made on the day of attendance should be clearly marked with the hirers name and the amount, and a receipt issued by the Academy representative. BACS payments are preferred although cheques can be accepted and should be made payable to the University of Brighton Academies Trust. All payments must be marked for the attention of the Finance Dept. No credit terms will be extended.
- 2.2 Deposits may be requested
- 2.3 Late payments not agreed with the Academy may be subject to a late payment charge equivalent to the bank of England base rate + 8%.
- 2.4 Any non-payment, which in the Academies opinion is unjustified, will allow the Academy to terminate hire, at which point all outstanding charges will become payable and the hirer will be prohibited from using the facilities until the account is settled. Failure to settle the account may result in court action.
- 2.5 Block bookings for sports and physical recreation facilities of 10 sessions or more may be exempt from VAT.
- 2.6 VAT may be payable as per Annex 3.
- 2.7 Hire charges will be reviewed annually.

#### **3. Cancellation & Termination**

- 3.1 The Trust reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, every effort will be made to advise the Hirer as soon as possible.
- 3.2 We require one calendar months' notice, in writing, of termination of the hire if the end date differs to that stated on the application form. Without the required notice all hire costs are payable by the last period of attendance under the notice period.



3.3 Hire will be automatically terminated and all hire costs up to the date of termination will become payable if Academy staff, grounds, equipment, and buildings are either verbally or physically mistreated. Hirers are to be respectful of the privacy, security and nuisance of neighbours and the general community without exception.

#### 4. Use of Facilities

4.1 No alterations to Academy premises, fixtures or fittings will be permitted and notices must be fixed only on the boards provided. Any Academy furniture or equipment moved by the Hirer must be replaced where it was found.

4.2 It should be noted that in the case of external flood lighting, planning and environmental restrictions may apply. In this instance, the use of floodlights is restricted to the following times:

4.2.1 The Hastings Campus is subject to a 21.30hrs limit between Monday and Friday reducing to 20.00hrs

on Saturdays and Sundays

4.2.2 The St Leonards Campus is subject to a 21.00hrs limit between Monday and Friday, reducing to

20.00hrs on Saturdays and Sundays

4.2.3 The Burgess Hill Academy is subject to a 21.00hrs limit with floodlights being switched off by 21.30hrs

4.3 The Facilities Management Team will prepare for lettings, and a representative will be in attendance throughout the letting. It is the hirer's responsibility to leave the premises clean and tidy and ready for Academy use.

4.4 The Hirer is responsible for providing supervision during the course of the hire and must satisfy the site representative that the arrangements being made are adequate.

4.5 Hirers are responsible for the safety and security of the areas that they operate in and for instructing and restricting access to non-hire areas. Members of the public must not be admitted to the premises after 21.00hrs.

4.6 Spectators are welcome and are governed by the same terms & conditions as the hirer.

4.7 No smoking, including vaping and or the use of e-cigarettes is allowed on the premises or site.

4.8 If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are to be admitted, Hirers must consult the site representative in advance to ensure that the Academy premises are adequately licensed for the purpose before submitting an application.

4.9 The Hirer or their accredited representative must be in attendance at all times and accept responsibility for any damage caused to the Academy grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hire. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the cost of making good any damage, however caused

4.10 Images, recordings or any other media taken of the facilities for print, visual or social media must first be approved by making an application to the Academy Trust

4.11 Footwear which is likely to cause damage to Academy floors must not be worn. French chalk or its equivalent must not be put down and **non-marking soles** must be used on indoor dance and sports surfaces. Only training/specialist Astroturf shoes or moulded rubber studs are permitted on the 3G MUGA pitch. Flat sole trainers, bladed boots and screw in studs are **not** permitted.

4.12 Users are required to stop play a few minutes before the end of their booking period to allow equipment to be removed and/or set up for the next users

## 5. Safeguarding

5.1 The Department for Education states: where a third party hires the school premises outside school hours, the responsibility for ensuring that safeguarding measures are in place rests with the third party provider rather than the school.

5.2 The Hirer is responsible for ensuring that all safeguarding requirements in relation to children and young adults has been carried out, including suitable checks (Disclosure and Barring Service (DBS)). Where applicable the hirer will provide safeguarding information prior to hire. Without exception, hire will not commence without suitable arrangements being in place.

## 6. Health & Safety Responsibilities

6.1 The Hirer is responsible for providing First Aid provision appropriate to the activity and the nominated person must be trained in First Aid to a suitable level.

6.2 The Hirer is responsible for providing appropriate Risk Assessments & Method Statements (RAMs) for all activities to the Academy Representative at the time of application.

6.3 The Hirer must have a method of contacting the emergency services, i.e. a mobile phone or ensure access to a landline phone is available.

6.4 The Academy accepts no responsibility for any of the above

6.5 Fire Precautions:

**THE HIRER SHALL ASCERTAIN AND COMPLY WITH ANY SPECIAL FIRE PRECAUTIONS, REQUIREMENTS CONTAINED IN MUSIC, SINGING AND DANCE, THEATRES, OR ANY OTHER LICENCES APPROPRIATE TO THE INTENDED USE OF THE PREMISES.**

6.5.1 The Hirer, or a responsible person nominated by them in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties that will prevent them from exercising general supervision of the premises.

6.5.2 The seating accommodation, gangways, passages and stairways in the hired section of the premises shall be kept clear at all times and where amendments to seating are made an appropriate fire risk assessment and alternative evacuation procedures must submitted by the Hirer.

6.5.3 All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms or storage of any kind.

6.5.4 All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at the function.

6.5.5 Doors and opening, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have notices placed over them indicating "No thoroughfare".

6.5.6 Mats and other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.

6.5.7 Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

6.5.8 All portable electrical items used on the premises, must be tested and certified as compliant with current Portable Appliance Testing regulations.

6.5.9 No electric fires, gas fires, stoves or open fireplaces shall be used on the premises.

6.5.10 The Hirer shall ascertain the position of telephones; escape routes, fire alarm systems and firefighting equipment, which shall be in the charge of a competent person nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. In the case of staff performance and exhibitions the Trusts Health and Safety Officer shall be consulted as to whether any special firefighting equipment should be provided.

6.5.11 Thorough checks should be made by the Hirer at the end of the letting to ensure that no smouldering fires are left burning and that all doors and windows are properly secured.

## 7. Access & Egress

7.1 To allow for emergency vehicle access, all other vehicles must be parked in marked bays only.

7.2 Entrance/exit into the Academy grounds is .....

7.3 Emergency access to the sports field is .....

7.4 Members of the public must not be admitted to the premises after 9.00p.m.

## 8. Food, Goods and Alcohol

8.1 Alcohol must not be sold or consumed on the premises unless specific approval has been given by..... If approval is given for the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary licence rests upon the Hirer.

8.2 Hirers are not permitted to sell any food or goods on the premises without permission from the Academy.

## 9. Equipment

9.1 The Academy has no responsibility to provide storage for Hirers equipment and in instances where storage is provided, a charge may be levied and responsibility and liability remains with the Hirer/Organisation

9.2 Academy equipment must not be used unless specific permission has been obtained.

## 10. Facilities Operating Times & Dates

10.1 Operating hours are as follows (other than by prior arrangement):

Monday to Friday 17.30 – 22.00

Saturday 09.00 – 13.00

10.2 Hirers will be given notice of the following closures throughout the year:

**Summer closure** – Academy facilities will be closed for a period of three full weeks during the summer holidays to allow for essential maintenance and staff annual leave.

**Christmas closure** – Academy facilities will close one full week prior to the last academic day of Christmas term, for a complete shutdown period until the academy returns in the new year.

**Open Evenings** - The Academy dedicates a date in October to open evenings, which will be confirmed to hirers by letter with notice.

**Exams** – Due to limited space the Academy may have no alternative to restrict access to or close the facilities during this period. Notice will be given and dates will be confirmed on the Academy website from September or once confirmed. Alternative facilities may be offered if available

10.3 Facilities may be closed at any time at the academy's discretion due to unforeseen circumstances such as adverse weather, fire or flood.

## Annex 3

### VAT determination for sports and recreational facilities hire – Extract from VAT Notice 742: Land and Property May 2012

The full information relating to this determination is available at <https://www.gov.uk/government/publications/vat-notice-742-land-and-property/vat-notice-742-land-and-property>

## 5. Sports facilities and physical recreation

### 5.1 The basic VAT position

If you let facilities for playing any sport or for taking part in any physical recreation your supply is normally standard-rated. But, if the let is for over 24 hours or is for a series of sessions your supply may be exempt. Please see paragraph 5.3 and 5.4 for more details. If you are a sports club or a non-profit making body you should read Notice 701/45 Sport.

### 5.2 What is a sports facility?

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation, such as 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. General purpose halls, such as village or church halls, which merely have floor markings are not themselves classed as sports facilities and the letting of such halls is exempt even when let for playing a sport. Similarly, school halls or similar (but not gymnasiums) are treated as exempt providing it is the bare hall that is provided. However, if equipment such as racquets and nets are provided along with the hall the supply is of standard rated sports facilities.

### 5.3 Lets for over 24 hours

If you make a single let of sports or physical recreation facilities for a continuous period of over 24 hours to the same person your supply is exempt, unless you have opted to tax. However, the person to whom you let the facilities must have exclusive control of them throughout the letting period.

### 5.4 Lets for a series of sessions

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:

Step	Condition
1.	the series consists of 10 or more sessions.
2.	each session is for the same sport or activity.
3.	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)..
4.	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.
5.	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

**Step****Condition**

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.

6. the facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7. the person to whom the facilities are let has exclusive use of them during the sessions.