

<b>Document Title</b>	<b>MLT Lettings Policy</b>
<b>Author/Owner (Name and Title)</b>	Strategic Director of HR, Payroll and Capital Resources
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<b>Approved By</b>	Finance, Audit and Risk Committee

<b>Policy Category</b>  (Please Indicate)	<b>1</b>	<b>Trust/Academies to use without amendment</b>
	<b>2</b>	Academy specific appendices
	<b>3</b>	Academy personalisation required (in highlighted fields)

## Summary of Changes from Previous Version

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Note/Summary of Revisions</b>
V1.1	June 2022	ERO	<ul style="list-style-type: none"><li>• Changes to reflect new Board committee structure.</li><li>• New lettings charges for 22-23 with inflationary increase applied.</li></ul>
V2	June 2023	ERO	<ul style="list-style-type: none"><li>• New charges for 23-24 with inflationary increase applied.</li><li>• Changes to reflect revised operating procedures.</li></ul>
V3	June 2024	ERO	<ul style="list-style-type: none"><li>• No changes to letting charges for 2024/25</li><li>• Additional facilities added to the Lettings Policy</li><li>• Administrative processes revised to reflect bookings via online platform.</li></ul>

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## 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 lead 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 quality 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 Finance, Audit and Risk Committee (FAR) 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 Strategic Director of HR, Payroll and Capital Resources.
- The Academy Principal is responsible for:
  - Managing lettings, in accordance with the Trust policy. The Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.
  - Determining whether a particular request for a letting is appropriate or not, in consultation with the CEO or Executive Director.
  - Ensuring the staff responsible for letting of Academy premises are aware of their responsibilities relating to this policy.
- The Trust/Academy lettings staff are responsible for:
  - Ensuring that any outstanding or failed payments are chased up accordingly.
  - Ensuring that the lettings procedures are followed by all hirers.
  - Ensuring that all invoices are processed in a timely manner.
  - Ensuring that all bookings are reviewed and responded to in a timely manner.
- The Hirers are responsible for:
  - Adhering to the Lettings Policy and procedures and Terms and Conditions of Hire.
- All Academies are responsible for:
  - Managing the day-to-day lettings of the premises and ensuring effective supervision and support through the period of hire.
  - Maintaining accurate records of all bookings/attendance.
  - 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.

## 4. CHARGES AND BOOKINGS

- The FAR 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 Strategic Director.
- 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 Trust/Academy, via the online lettings platform and includes the completion of the online Booking Terms and Conditions signed by the hirer.
- In considering requests for lettings, think carefully about the following:
  - Whilst the Academy will try to accommodate all requests, the students in the Academy and current hirers will be given priority.
  - The type of event, site supervision availability, the number of other lettings coinciding and the suitability of the accommodation for the proposed activity.

## 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 Trust/Academy Lettings Administrator or register an interest online. The Trust/Academy will then identify their requirements and clarify the facilities available.
- An Initial online booking request should be completed at this stage. The starting and finishing times on the booking request should be such, to allow time for any setting up and clearing up respectively. The Trust/Academy has the right to refuse an application and no letting should be regarded as 'booked' until the booking is approved online or 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 online or in writing.

Once a letting has been approved, an automated confirmation will be sent to the hirer from the booking system, setting out full details of the letting. This will include charges that apply, when payment will be taken, conditions and Hire Agreement (Appendix 2), which can be accessed via the hirer's live online booking.

- The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Trust's current scale of charges. Payment must be made directly into the Trust/Academy bank account.
- The Trust/Academy will 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. If the named individual needs to be updated this can be done by amending the account details online.
- 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 Trust/Academy, a signed copy of their current Child Protection Policy.
- It is expected that any provider is compliant with keeping children safe in and out of school settings. Where the Academy receives an allegation against a member of staff using the premises to run activities for children it will follow the Academy safeguarding procedures and processes for managing allegations, including referral to LADO as necessary.
- All hirers must state the purpose of the hire. Each application will be vetted by the Trust/Academy Lettings Administrator and any concerns will be reported to the CEO/Principal prior to approval.
- When determining whether to approve an application, the CEO/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).
- 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. Any termination of a booking must be provided in writing with 14 days' notice, otherwise the two weeks' notice period of charges will be payable and included in the final invoice.
- 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>Maltby Grammar Business Hub</b>			
		<b>Cost/Hr</b>	<b>Cost/Day</b>
	Large Exhibition Space	N/A	£500
	Medium Training Room	£36	£200
	Large Training Room	£50	£300
<b>Maltby Academy</b>			
		<b>Charges per hour 2023/24</b>	<b>Charges per hour 2024/25</b>
	Classroom <i>(Per Classroom)</i>		£32
	Main Hall <i>(Per Hall)</i>		£50
	ICT Suite		£36
<b>Maltby Academy</b>			
<b>Astroturf</b>	Per Quarter Pitch <i>(Juniors)</i>	£30	£30
	Per Quarter Pitch <i>(Juniors - Maltby teams)</i>	£25	£25
	Per Quarter Pitch <i>(Seniors)</i>	£40	£40
	Per Quarter Pitch <i>(Seniors - Maltby teams)</i>	£35	£35
	Per Quarter Pitch <i>(Juniors/Seniors Maltby)</i>	£35	£35
	Weekend Use – All users (full pitch) Full pitch for games No lights/changing	£125 Saturday £125 Sunday (Per game)	£62.50
<b>Maltby Academy</b>			
<b>Sports Hall</b>	Per Hall	£42	£42
	Per Hall <i>(Juniors/Seniors Maltby)</i>	£36	£36
<b>Maltby Academy</b>			
<b>Activity Hall</b>	Per Hall	£32	£32
	Per Hall <i>(Juniors/Seniors Maltby)</i>	£26	£26

<b>Maltby Academy</b>			
<b>Grass Pitches (per game)</b>	Per Pitch - No changing facilities	£40	£40
	2 x Pitches	£60	£60
	3 x Pitches	£80	£80
	4 x Pitches	£100	£100
	All fields with changing facilities (Maltby Juniors grass pitch hire)	£100	£100
<b>Sir Thomas Wharton Academy</b>			
		<b>Charges per hour 2023/24</b>	<b>Charges per hour 2024/25</b>
	Classroom (Per Classroom)		£32
	Main Hall (Per Hall)		£50
	ICT Suite		£36
<b>Sir Thomas Wharton Academy</b>			
<b>MUGA</b>	Hire of floodlit MUGA (Per MUGA)	£30	£30
	Juniors/Seniors Edlington (Per MUGA)	£25	£25
<b>Sir Thomas Wharton Academy</b>			
<b>Sports Hall</b>	Per Hall	£42	£42
	Per Hall (Juniors/Seniors Edlington)	£36	£36
<b>Sir Thomas Wharton Academy</b>			
<b>Activity Hall</b>	Per Hall	£32	£32
	Per Hall (Juniors/Seniors Edlington)	£26	£26
<b>Grass Pitches</b>	Per Pitch - No changing facilities	£40	£40
	2 x Pitches - - No changing facilities		£60

<b>Wath Academy</b>			
		<b>Charges per hour 2023/24</b>	<b>Charges per hour 2024/25</b>
	Classroom <i>(Per Classroom)</i>	£32	£32
	Main Hall <i>(Per Hall)</i>	£50	£50
	ICT Suite		£36
<b>Wath Academy</b>			
<b>Gym</b>	Hire of Blue Gym <i>(Per Gym)</i>	£40	£40
	Hire of Gym 1 <i>(Per Gym)</i>	£30	£30
<b>Wath Academy</b>			
<b>Astroturf</b>	Per Third <i>(Junior teams)</i>	£35	£35
	Full Pitch <i>(Junior teams)</i>	£85	£85
	Per Third <i>(Senior teams)</i>	£42	£42
	Full Pitch <i>(Senior teams)</i>	£95	£95
	Per Third <i>(Commercial teams)</i>	£50	£50
	Full Pitch <i>(Commercial teams)</i>	£115	£115
	Weekend Price	£125 <i>(Per game)</i>	£62.50 <i>(Per game)</i>
<b>Wath Academy</b>			
<b>Grass Pitches</b>	Full Sized Pitch 1	£80 Saturday £90 Sunday	£80 Saturday £90 Sunday
	Full Sized Pitch 6	£80 Saturday £90 Sunday	£80 Saturday £90 Sunday
	9 v 9 Pitch 2	£40 Saturday £45 Sunday	£40 Saturday £45 Sunday
	9 v 9 Pitch 5	£40 Saturday £45 Sunday	£40 Saturday £45 Sunday
	7 v 7 Pitch 3	£40 Saturday £45 Sunday	£40 Saturday £45 Sunday
	5 v 5 Pitch 4	£40 Saturday £45 Sunday	£40 Saturday £45 Sunday

<b>MLT Primary Academies</b>			
		<b>Charges per hour 2023/24</b>	<b>Charges per hour 2024/25</b>
	Classroom <i>(Per Classroom)</i>	£32	£32
	Main Hall <i>(Per Hall)</i>	£50	£50
<b>MLT Primary Academies</b>			
	Grass Pitch <i>(Per Pitch)</i>	£40 Saturday £45 Sunday	£40 Saturday £45 Sunday

## 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 for one-off bookings the full hiring charge is to be paid 7 days prior to the activity taking place, all other bookings are either paid monthly or termly in advance. 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. 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. Any termination of a booking must be provided in writing with 14 days' notice, otherwise the two weeks' notice period of charges will be payable and included in the final invoice.
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.