



SUCCESS ACADEMY TRUST

SAT Academy Lettings & Hire Policy

Approved/reviewed by	
Trust FAR Committee 12 June 2024 v2	
Date of next review	July 2025

This policy is reviewed annually to ensure compliance with current regulations.

Version	Date	Updated by	Summary of changes
V1	June 2023	Trust Ops & Finance Officer & Academy Heads	New Policy
V2	June 2024	Trust Ops & Finance Officer & Trust BMs	Reviewed Policy Clarification around where sports lettings can be exempt from VAT rule (page 6 of 11)

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1.0 Statement of intent

Success Academy Trust aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the school community; however, the trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The Trust is aware that any increased use of school premises is likely to result in additional premises costs being incurred. These additional costs are not covered by the Academy's annual grant budget. Therefore, they must be recovered directly from the hirer or from within earmarking funding/ income for activities such as out of schools clubs/ preschools (where not part of school admission) unless specifically agreed.

This means that the cost of hire for any space may be charged differently depending on the time of day or whether inside or outside of the school term dates.

The trust endeavours to positively contribute to increasing participation in activities taking place in the local community as long as they remain within the Trust's charitable objectives, and the hiring does not go against the ethos and standards of the Trust.

This policy also clearly sets out the rules and procedures the trust expects hirers to follow when using the facilities.

1. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2023) 'Keeping children safe in education 2023' (or latest version)

This policy operates in conjunction with the following trust policies (TP) or Local Academy Policy (LP):

- First Aid Policy (LP)
- Fire Safety Policy (LP)
- Premises Management Policy (TP)
- Health and Safety Policy (TP/ LP annex)
- Child Protection and Safeguarding Policy (LP)
- Surveillance and CCTV Policy (TP)
- Manual Handling Policy (LP)
- Asbestos Management Policy (LP)
- School Security Policy (LP)
- Trust Estates Strategy (TP)
- Trust Fundraising Strategy (TP)
- Equality Policy (Including provision of non-educational services) (LP)

2. Roles and responsibilities

The board of trustees delegates to its appropriate Local Governing Committee, responsibility for:

- Ensuring this policy is implemented consistently.
- Working with the headteacher/ principal to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

- Having due regard to the ensure as far as possible that hirings or types of hirings do not cause a nuisance to neighbours leading to anti-social or disorderly behaviour in the locality.
- Ensuring adequate arrangements are in place for securing and locking of the school.
- Overseeing the marketing of the facilities to ensure their use is maximised.

The headteacher/principal will be responsible for:

- Ensuring compliance with any premises licence.
- Ensuring appropriate premises cover is available.
- Working with the site and/or business manager to assess whether or not the premises is suitable and fit for hire in its current condition.
- Ensuring the trust has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Policy.
- Ensuring the Academy adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the trust's model Letting School Premises Risk Assessment to help ensure the safety of the specific hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

The site and/or business manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Ensuring the hirers understand the areas of the property they are allowed access to as part of the hire and any security arrangements around this.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers will be responsible for:

- Conditions as set out in the Indemnity and conditions of Hire form (see Appendix B) which will be shared and signed as part of the hire form.

3. Applications

Potential hirers will contact the local Academy at least two weeks before they wish to use the premises to establish if the period of hire is available and staff are available for cover.

Prospective hirers can apply through an application form available on website which will be submitted to the appropriate person as indicated for each Academy. Contact details, proposed date of hire and purpose of hire are established, checked, and confirmed by the Academy before booking form together with Indemnity and Conditions of Hire are shared and provision booking made.

If the application is rejected, the Academy will contact the applicant, either by telephone or email, to clarify the Academy's response and outline the reasons for rejection.

The application form must be completed, and the indemnity signed in respect of all hirings whether a charge for hire is made or not.

For regular/ weekly hire, only one application form needs to be submitted per year; however, all the requested dates are subject to confirmation in line with conditions of hire as there may be occasion during the year when the premises or certain areas of our premises are not available (for example exam season/ parents evenings/ School performances/ some holidays where cover not available or premises works are required) in which case, school arrangements will take priority for use.

If any part of the premises is rendered unfit or become unavailable due to unforeseen circumstances, there shall be no liability to the Trust other than to refund any hire fee for the cancelled hiring. On such occasions the local Academy will make every effort to inform the hirer in good time.

Once the application has been accepted, the trust will take a deposit of 10% of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring. Fees can be paid via cheque or bank transfer. The hirer will state how they intend to pay in their application form.

Sub-letting of any form is strictly prohibited. If the trust receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the trust will be cancelled.

If the Academy intends to sub-let part of the site to a commercial business, it will seek permission from the ESFA and complete a property information note (PIN).

4. Fees

Where the hire is for a one-off event, the Academy requires a 10 percent deposit of the overall fee to be paid to the trust to secure a booking.

The remaining amount is to be paid before or on the requested booking date.

Hirers should give the Academy at least 5 days' notice if they wish to cancel a one-off booking.

If the Academy receives inadequate notice of cancellation, the Academy may keep the hirer's deposit to account for any loss of earnings.

Where the hire is agreed as part of annual use arrangement, the hirer will be invoiced half termly/ termly in advance in line with booking conditions.

Academy staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the Academy until they have paid the full amount.

The Academy reserves the right to take legal action should any outstanding fees remain unpaid in line with its aged debtors policy.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the trust reserves the right to charge for repairing or replacing the equipment.

Fees applicable to each Academy are available locally.

VAT

Letting facilities will generally be standard rated, although the letting will be VAT exempt in certain circumstances. These circumstances (as set out in HMRC internal manual, VAT Land and property, VATLP19200 – Letting of sports facilities), include:

- A single, continuous let period of over 24 hours to the same individual.
- A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
- Where the trust will be providing education free of charge.

5. Health and safety

See appendix B for Indemnity Conditions of Hire which are required to be signed by the hirer. In particular, but not limited to the following -

Risk assessments will be undertaken for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities.

The general location risk assessment will be shared with the hirer and the hirer will complete any specific activity risk assessment required to support the hire.

Emergency Action (including Fire safety) and First Aid arrangements will be shared.

Smoking (including vaping) and alcohol are not permitted to be consumed on the premises unless a temporary licence has been agreed to sell alcohol has been agreed by the local governing committee and organised by the hirer with appropriate control measures shared and agreed.

Attended/ unattended lettings - Generally all lettings and hire will be “attended” by Academy duty staff. Where extended school or community use is involved, the Academy must be opened up or closed by a member of school staff who has been authorised and identified as responsible adult. Because of the complicated nature of security systems and for reasons of responsibility, locking up should not be delegated to a member of the hiring group as it is clearly not acceptable to entrust security to persons who are not accountable to the Trust.

In exceptional circumstances the Local governing committee can delegate to the Headteacher/ principal the responsibility to decide whether or not a hiring requires the

attendance of non-attendance (ie just an unlock/ lock) from a designated member of the Academy staff – taking into account issues such as health and safety, security, nature and location of activity. Where this is the case, the hirer must have an on-call telephone number to make contact with duty staff in an emergency.

6. Safeguarding

Academies of the Trust will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The local governance committee will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The trust will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Headteacher/ Principal prior to approval.

When determining whether to approve an application; the Headteacher/ Principal will consider the following factors:

- The type of activity
- Possible interferences with trust activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

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 trust, balanced or outweighed by freedom of expression of artistic merit).

The headteacher/ principal will organise for filing of 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 group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the trust will contact the police/school security who will remove the person or group from trust premises.

All hirers will read and review the trust's Child Protection and Safeguarding Policy.

7. Using the site

The hirer will liaise with the premises staff on duty to ensure the site remains secure before, during and after use.

Hirers will be given an emergency contact number for the duty premises staff in case of any security breach or emergency.

The premises will not be available to hirers after 10pm, to avoid any noise complaints from neighbouring residents.

Keys or security codes will not be passed to any hirer or other person not employed by the Trust.

When handling complaints about a hirer, the trust reserves the right to cancel further lettings with the hirer, depending on the nature of the complaint.

The use of public announcement systems and loudspeakers must be agreed with the Academy, this agreement must include a maximum noise level which is not to be exceeded.

The Academy's car park is available to hirers during their time on the premises; however, the trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use and it will not be for sole use by the hirer.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the hirer will need to find suitable spaces off site. If many people are expected for a hire, parking arrangements need to be considered as part of the specific activity risk assessment. Trust premises must remain accessible to the emergency services at all times, should they be required.

8. Equipment

Hirers will identify any equipment they require from the trust and detail this in their application form; hirers must seek permission from the trust to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or headteacher. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms and they must ensure that the equipment is in sound working order.

The trust cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the trust's CCTV Policy.

Hirers will report any stolen or missing equipment to the premises staff on duty immediately.

Risk assessments for manual handling will be carried out by the premises staff in accordance with the Manual Handling Policy if required.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Academy for the use of any equipment to allow this. (Hire of main kitchens usually not available as requires cook in attendance).

The hirer will prepare food and drink in line with current food and hygiene regulations. If you are providing food we will require evidence that the person(s) responsible for serving, cooking, purchasing and storing the food have received food hygiene training. The level of training required should be highlighted within the hirers risk assessment. However, there should be evidence that the training was delivered by an accredited organisation.

If you are providing food to persons during your letting, you may need to register with the local authority as a food provider. Evidence to demonstrate that your organisation is registered with the Local Authority to provide will need to be handed to the Business Manager/Finance Officer before the letting commences.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the headteacher/principal.

9. Monitoring and review

This policy will be reviewed every three years by the board of trustees.

Hire charges will be reviewed annually by the Local Governance Committee.

Success Academy Trust is committed to equality and diversity. An Equality Impact Assessment has been screened in relation this policy.

Based on this Equality Impact Assessment, this policy is judged to be of low impact against the equality strands.

This policy is available in alternative formats on request. If you think we can improve the fairness of this policy, please contact the Trust Operations and Finance Officer. The scheduled review date for this policy is June 2026.

Premises initial booking enquiry form

Appendix A

Name	
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Address (for invoicing purposes)	
Organisation	
Contact number	
Email address	
Requirements	
Date of hiring	
Time of hiring	
Room(s)	
Equipment needed	
Details of any equipment you will be using on the premises	
Purpose	
Details of the event	
Will you be working with children and/or young people?	

If yes, have you attached a copy of your Child Protection Policy?	
Expected attendance:	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings and Hire Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p> <p>I understand if booking enquiry is approved, the Academy will forward full booking form with conditions of Hire. Booking will not be confirmed until signed booking form together with Indemnity and Conditions of Hire are received back with deposit.</p>	
Signed:	
Date:	