

We are an **ambitious** and **inclusive** Trust of schools
strengthening communities through **excellent** education.



Lettings Policy

at Lipson Academy

Responsibility for approval: Business Directors Group
Date of approval: Pending

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1.0 Policy Statement

- 1.1 The Ted Wragg Multi Academy Trust's mission is to transform lives, strengthen communities and make the world a better place. Lettings and community engagement are important to the Trust and its schools. By letting our premises, we intend to:
- maximise the use of schools for the benefit of communities (health, social inclusion and enjoyment).
 - ensure that the educational use of the building is prioritised without prohibiting other users.
 - provide cost-effective access. Profit margins will be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity. All charges must at least cover costs.
 - enhance the work of our schools, by building relationships, and widening networks with a range of organisations placing schools at the heart of their communities.

2.0 The Aims of the Policy

- 2.1 This policy aims to clarify the procedure for letting school buildings and grounds so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.
- 2.2 The school is aware that it has resources that are of great value to the wider community and to local community groups and sports clubs, etc. While the school will aim to support these groups and clubs wherever possible, it will ensure that the letting of facilities will at no time compromise or interfere with the core activities of the school in providing a high-quality education to its pupils.

3.0 Legal Framework

- 3.1 This Policy will be published on the school website and will be included in the Trust's Policy Monitoring Schedule.

4.0 Responsibilities

- 4.1 The headteacher is accountable for:
- reviewing and managing the school's lettings policy, and for promoting and exploring the expansion of the school's lettings options.
 - reviewing prices annually with the oversight of the shared service function. Prices should reflect the type of letting, cost and local market factors.
- 4.2 The Community Lead or equivalent school designate is responsible for maintaining records of bookings (including the completion of booking agreements) and for identifying the sums due from each organisation in accordance with standard pricing.

5.0 Procedure

- 5.1 The school use an online booking system to manage the bookings for the community lets and hirers are encouraged to use this system to make and manage their bookings. If it is not possible to use the system then the Community Lead can make the booking for the hirer using the online system themselves.

5.2

Guidelines.

- The school has priority use of the property to cover day to day teaching and curriculum needs.
- The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
- The school will seek to treat hirers fairly.

- Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
- The person signing the application form is responsible for all aspects of the let.
- The school will only allow hiring of the premises for purposes considered appropriate and suitable — the shared services team will be consulted in cases of uncertainty.

6.0 Definition of a Letting

- 6.1 A letting is defined as any use of the school buildings or grounds by either a community group or a commercial organisation, usually taking place in the evenings, at weekends or during school holidays. Activities which fall within the corporate life of the school, such as extra-curricular activities for pupils organised by school staff, are not considered lettings.

7.0 Category of Letting

- 7.1 There are three categories of user who should be prioritised in this order.
- Educational (of direct benefit to the school)/statutory user¹
 - Community/voluntary user (education and training, fund-raising, playschemes, not-for-profit).
 - Commercial/private user.
- 7.2 The category will be decided by the Head in consultation with the Community Lead/ Business & Operations Lead

8.0 Priority for Lettings

- 8.1 The Trust considers that lettings of direct benefit to the school and lettings that benefit the local community should be prioritised over commercial and private lets.

9.0 Inappropriate Lettings

- 9.1 This school retains the right to reject applications for lettings from individuals or groups whose activities, values or beliefs are considered to be incompatible with the ethos of the school.

10.0 Documentation

- 10.1 All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a booking agreement and are to receive a copy of the 'Conditions of Hire'. The booking agreement is a contract which the school may enforce at law.

11.0 Conditions of Hire

- 11.1 The conditions under which the school premises can be used by the hirer are contained in the Conditions of Hire Agreement (See Appendix example).

¹ Usage laid down by statute must be accommodated – e.g. use of the school as a polling station. It is the decision of the headteacher whether to close the school for operational/security reasons. A Risk Assessment will be required. Candidates at parliamentary or local elections are also entitled to use facilities (at times that do not conflict with educational purposes, and between notice of the election and the day preceding the day of the election). Charges must cover cost only.

12.0 Scale of Charges

- 12.1 The School will annually set the hire charge for each category of letting and will review the categories of lettings. Certain lettings for local community or charity use may be subject to no fee or a nominal fee covering costs only.
- 12.2 On no account will general annual grant intended for the support of our pupils and the delivery of the curriculum be used to supplement lettings.
- 12.3 Lettings complex users should expect fee increases from time to time, including an inflationary increase in fees each year. If there is an increase in fees, we will give a minimum of one month's notice to allow time for preparation. Other terms and conditions will not be affected.

The fees and charges schedule as at 1st April 2024 is outlined below. These charges and other charges quoted will be exclusive of Value Added Tax (VAT), but VAT will be added where applicable.

Sports Hall	£29 per hour
Gymnasium	£22 per hour
Dance/Drama Studio	£22 per hour
Theatre	£29 per hour
Mini soccer pitch (2 pitches available)	£12 per hour
Small Astro (2 pitches available)	£19 per hour
Large Astro (3 pitches available)	£22 per hour (£66 per hour for whole pitch)
9-a-side grass pitch	£19 per hour
11-a-side grass pitch	£22 per hour
Badminton courts	£8 per hour per court
Hardcourt	£16 per hour
Meeting Rooms	£14 per hour
Theatre package (Theatre, Dressing rooms, etc...)	£50 per hour

- 12.4 For longer term bookings and requirements outside of the normal hire options, the hirer will need to negotiate the cost of the booking with the Business & Operations Lead

13.0 Value Added Tax

- 13.1 The school is constrained by law to apply value added tax to all transactions where this is appropriate. The advice of the Finance Service Lead should be sought.

14.0 Complaints Procedures

- 14.1 The complaints procedure is as follows.
- 14.2 If the school has a concern about a let, the Community Lead will raise the concern with the hirer.
- 14.3 If the matter remains unresolved, the hirer will receive written notice of termination of the booking agreement.
- 14.4 If the hirer has a concern, they should talk to the Community Lead (or AN other member identified – e.g. if the hirer has difficulties discussing the concern with a particular staff member). The Business & Operations Lead will endeavour to resolve the concern, liaising as necessary with other staff members.
- 14.5 If this concern is still unresolved, the Hirer/third party should approach the Headteacher.
- 14.6 If the Hirer or a third party wishes to make a formal complaint, the complaints form should be completed in writing. The Head will at first deal with the complaint and attempt to resolve the situation.
- 14.7 If this is not successful, the concern will be escalated via the Deputy CEO (DCEO) of the Trust to the Local Board Governors.

15.0 Health and Safety

- 15.1 The school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should act to ensure the site supervisor on duty aware of it. Hirers will be issued with an external lettings emergency procedure which will include a set of instructions in case of an emergency. It will also require hirers to acquaint themselves with the safety procedures in the school and to co-operate with them.
- 15.2 Hirers have a responsibility to ensure that all their activities are safe and are responsible for the behaviour of people during the let, including ensuring the safety of people from violence or any avoidable harm. Hirers should ensure that any equipment that they bring into the school or use in the school is safe and suitable for use.
- 15.3 Hirers should familiarise people using the premises with fire and health and safety arrangements.
- 15.4 If someone suffers an injury on site during a letting arrangement, it must be reported to a member of staff and the necessary medical and reporting procedures initiated.

16.0 Insurance

- 16.1 Hirers will be asked to arrange suitable insurance for their activities to cover any damage to the premises, furniture or fittings and to indemnify the school against all actions relating to personal loss, damage or injury.

17.0 Damage

- 17.1 The hirer will be liable for the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person running or attending the hired function.

18.0 Cancellations

- 18.1 The full fee will be payable if the booking is cancelled by the hirer less than seven days before event.
- 18.2 The school reserves the right to cancel any booking, whether confirmed or not, without prior notice.

19.0 Equal Opportunities

- 19.1 The school premises or facilities should not be let to any group or organisation that does not subscribe to the school's policy on equal opportunities.

20.0 Safeguarding

- 20.1 For activities run by external agencies for children, such as after school clubs for instance, the School will confirm:
 - whether the organisation is registered with Ofsted
 - whether the organisation has a child protection policy
 - the names of the leader and regularly attending adults
 - whether appropriate disclosure and barring checks have been completed.
- 20.2 The letting agreement will specify that the hirer undertakes to ensure suitable arrangements are in place regarding safeguarding children and child protection.

20.3 The school reserves the right to terminate any lettings agreement with immediate effect if the user does not have these in place.

21.0 Linked Policies

- Health and Safety
- Equal Opportunities

22.0 Policy Review

22.1 This policy will be reviewed on the date below by the Business & Operations Lead.

Conditions of Hire

General

The right of entry to the hired premises at any time during the hiring is reserved to the officers and employees of LIPSON and the head of the establishment or a person authorised by him/her.

The hirer and his agents shall during the hiring and during such other times, as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.

The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

Either the Principal or the person who authorised the hiring may give any notice or take any action necessary under this hiring or behalf of LIPSON.

Children should be supervised at all times by a 'responsible person' aged 16 years or over whilst on LIPSON Sport's premises and remain the responsibility of the club until the child has been collected by the parent or guardian. Any hirer that operates children's activities should ensure all officials and instructors have been DBS checked, copies of which may be requested by LIPSON.

Health, Safety and Condition of Premises

1. The hirer/hirers shall during the hiring be responsible for:
 - (a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded:
 - (b) The efficient supervision of the hired premises and for the orderly use thereof including observance of "No Smoking" if a notice to that effect is displayed:
 - (c) Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises:
 - (d) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned:
 - (e) Familiarising themselves with the fire alarm positions, the locations of the firefighting equipment the establishment's exit routes:
 - (f) Ascertaining the location of the nearest emergency telephone:
 - (g) The provision of a first aid kit.
2. The hirer shall at the end of the hiring be responsible for:
 - (a) Ensuring that the hired premises are vacated quickly and quietly:
 - (b) Ensuring that's the hired premises are left in a safe and secure condition and in a clean and tidy state.
3.
 - (a) No nails, tacks, screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
 - (b) No alterations or additions to any electrical installations on the hired premises may be made without the consent of the Governors or duly authorised person(s). Electrical apparatus must be switched off after use and plugs removed from sockets.
4. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of LIPSON and pay for any damage thereto

(including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

5. It is understood and agreed that LIPSON does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.
6. Except insofar as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires, the academy will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence but its servants or agents) in respect of:
 - (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person:
 - (b) any loss or injury which may be incurred by or done or happen to the hirer or any other person resorting to the hired premises by reason of the use thereof by the hirer.
 - (c) any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction. The hirer shall be responsible for and shall indemnify LIPSON, its servant and agent against all claim, demands, action and cost arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the hired premises by the hirer.

Periods of Closure & Absence

The lettings complex is closed for one week at Christmas and on bank holidays. No charge is made when the complex is closed for the period of time mentioned. All other days must be paid in full.

There will be no refund of fees for absence of the hirer unless otherwise agreed.

Cancellation Policy

Lipson Academy or the Governors acting on their behalf must reserve the right at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such LIPSON shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.

If the hirer shall cancel the hiring of the premises then LIPSON shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancellation hiring PROVIDED THAT if notice of such cancellation is received at least 4 weeks prior to the date of hiring the fee will be refunded to the hirer subject only to any necessary deduction or payment in respect of expense already by LIPSON in respect of that hiring. The cancellation fee table is listed below.

- Cancellation of more than 4 weeks' notice = No charge
- Cancellation between 4 and 2 weeks' notice = 50% charge
- Cancellation between 2 weeks and 48 hours' notice = 75% charge
- Cancellation of less than 48 hours' notice = 100% charge

Bookings are taken subject to the school or college premises not being subsequently required by the Council for Parliamentary or Local Government election and in the event of the school or college premises being so required, the academy will refund the Applicant all charges made by the academy and **already paid by** the Applicant. The academy shall not be liable to pay any compensation for any loss incurred by the Applicant.

All cancellations must be made in writing by emailing communitysport@lipson.plymouth.sch.uk

Invoicing

Requested bookings will be entered in to the Lipson Academy bookings system as a provisional booking. Once the hirer confirms the booking, this will become a confirmed booking and ensures this slot is reserved for that hirer. Please note that bookings will not be reserved at the provisional stage and only become reserved at the point that the booking is confirmed by the hirer.

For regular hirers, fees are invoiced monthly in arrears. You will receive an invoice on the first of every month for the previous month (unless you have not booked our facilities that month). For example, on the 1st April, you will receive an invoice containing all charges for bookings in March. Payment will be required within 14 days of the invoice date.

For non-regular hirers, fees will be requested in advance of your booking taking place. You will receive an electronic invoice from the system containing the relevant charges that will be due prior to your booking.

This applies without exception for regular and non-regular hirers unless other arrangements have been made with management.

Fees and Charges Schedule

Lettings complex users should expect fee increases from time to time, including an inflationary increase in fees each year. If there is an increase in fees, we will give a minimum of one month's notice to allow time for preparation. Other terms and conditions will not be affected.

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11-a-side grass pitch	£22 per hour
Badminton courts	£8 per hour per court
Hardcourt	£16 per hour
Meeting Rooms	£14 per hour
Theatre package (Theatre, Dressing rooms, etc...)	£50 per hour

Other facilities available to hire at Lipson will be quoted on request. Lipson Academy reserves the right to charge for specialist staff support required to facilitate a lettings booking (for example, additional cleaning to facilitate a booking will incur a charge for that service). These charges will be quoted for in advance of the booking being agreed.

Lipson reserves the right to increase the charges for community use at any time on the giving of one calendar months' notice to the hirer. Lipson reserves the right to alter, amend or add to the Conditions of Use at any time and such alterations, amendments or additions will be effective on the giving of seven days' notice to the hirer.

Payment

In order to run a high-quality lettings facility, it is essential that fees are paid on time. This applies to cash payments and bank transfers.

The person/persons committing to these Terms of Agreement will be responsible for the payment of all fees and charges unless otherwise agreed in writing with Lipson.

Lettings fees can be paid via bank transfer or cash. The bank account details for Lipson are as below.

Account name: The Ted Wragg Trust Plymouth

Account number: 54826963

Sort code: 30-80-37

Deposits

Lipson Academy reserves the right to require a deposit over and above the hiring charge are a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional costs for cleaning, caretaking or other expenses.

Unpaid Fees

Lipson Academy reserves the right to take appropriate action to recover unpaid fees as set out within this policy. Any account falling into arrears will trigger the process below and continued failure to pay may result in legal proceedings, which may have implications on the credit rating of the person/people responsible.

All costs incurred in the collection of unpaid fees including our administration costs and any costs and disbursement paid to solicitors acting on behalf of the Setting shall be recoverable in full, from the person/persons signing this Terms of Agreement (by physical signature or electronically agreeing to the Terms & Conditions, which this will form part of, on the Lipson Academy bookings website).

Process for collecting unpaid fees:

1. Each month, hirers will receive a friendly reminder 1 – 2 days prior to the final date their payment is due (this may be before the booking is due to take place or 12 days after the invoice date).
2. If payment has not been received by the due date, a reminder invoice along with a letter will be sent to the hirer. The letter will highlight the outstanding amount due and will request for payment to be made within 7 days.
3. Where payments have still not been received within the 7 days, a Final Notice Letter will be issued by recorded delivery. The letter will explain that is payment is not made within 7 days, the hirer's booked sessions will be withdrawn from the 1st day of the following month.
4. For any payments that still haven't been received, we will issue a Notice of Session Withdrawal and Legal Action to the hirer. The letter will explain that all future bookings have been removed from the date provided previously (the 1st of the following month) and court action will commence in order to reclaim the outstanding fees. Any charges incurred will be payable by the person/people signing this policy (by physical signature or electronically agreeing to the Terms & Conditions, which this will form part of, on the Lipson Academy Plymouth bookings website).

Cancellation fees will trigger the same process with respect to collecting outstanding fees.

Furniture and Equipment

The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only, unless prior consent has been sought and received for the use of other furniture and equipment. The use of such other furniture and equipment shall to an additional charge being paid by the hirer and to such conditions as the governors may require.

Licences

Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without express consent of governors having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for hired premises and shall produce such Licence to LIPSON if called upon to do so.

The hirer shall be responsible for obtaining any necessary music, singing and dancing Licence in connection with the proposed use of the hired premises and any Licence required under the Theatres Act 1968 (or any statutory modification or re-enactment of it).

No betting, gaming, lottery or gaming in any form shall take place on the hired premises without the prior permission of LIPSON.

No cinematography exhibition shall take place on the hired premises without the prior permission of LIPSON. If given, such permission shall be subject to any additional conditions the Chief Constable and the Chief Fire Officer may impose.

The hirer shall indemnify LIPSON against any infringement of copyright which may occur during the hiring.

Fire Procedures and Responsibilities

On hearing the fire alarm, you are to evacuate the building immediately by the nearest exit. It is the responsibility of the Hirer to ensure all members of the organisation in attendance or at the activity are aware of the location of the muster point.

The Management will act as fire marshals and clear the building. It is the responsibility of the Management to check that each organisation is registered at the muster point.

It is the responsibility of the Hirer to ensure that all members of their respective organisation or activity are registered for each session. The register should be taken to the muster point in the case of evacuation. The Management will check that each representative / hirer is present at the muster point. The Hirer must inform the Management if all people are accounted for or how many people are missing.

It is the responsibility of the Management to declare that the building is safe to re-enter. NO person must re-enter the building until this has been announced.

It is the responsibility of the Hirer to familiarise themselves with the location of the fire alarms, fire exits and fire extinguishing equipment.

Variations

No member of staff is allowed to vary the terms and conditions from which Lipson Academy school premises are hired to either individuals or organisations unless duly authorised by the Head Teacher or their designated authorised person(s).

Please ensure you have read this policy in full and raise any queries you may have. By signing this document (by physical signature or electronically agreeing to the Terms & Conditions, which this will form part of, on the Lipson Academy bookings website), you are agreeing that you have read, understood and agree to the terms specified in this document.

Please note, a contract is entered in to when a booking is confirmed and you will then be bound by the terms and conditions of these Terms of Agreement.

Name: _____

Date: _____ Signature: _____

Name: _____

Date: _____ Signature: _____