

NMAT LETTINGS POLICY (Non-Statutory)



Preamble

NMAT regards academy buildings and grounds as a community asset and will make reasonable effort to make them available for use as much as possible. However, the overriding aim of the Trust is providing the best possible facilities for the education of its students and any lettings of premises to outside organisations will be considered with this in mind.

Academy funding (which is provided for the education of students) cannot be used to subsidise lettings by the community or commercial organisations. A charge will be levied to meet the additional cost incurred by an academy in respect of any letting of the premises. As a minimum, the actual cost to an academy of any use of the premises by an outside organisation must be reimbursed to the academy's budget.

Purpose

The purpose of this policy is to:

- Provide clear guidance on lettings and the hire of academy premises and equipment.
- Enable community and lifelong learning access to academy site(s) and premises.
- Promote the use of academy facilities by the wider community.
- Safeguard the interests of the building owners (Nunthorpe Multi Academy Trust).
- Ensure that the out of hours use of any academy site is not subsidised by the academy budget.

Definition of a Letting

A letting may be defined as “any use of academy premises (buildings and grounds) by either a community group (such as a local music group or sports team), an individual or group of individuals, or a commercial organisation (such as the local branch of a slimming group)”.

A letting must not interfere with the primary activity of an academy, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents meetings, Trust or Governing Body meetings and extra curricular activities supervised by academy staff, fall within the corporate life of the academy. Costs arising from these uses therefore are a legitimate charge against the academy's budget.

Use of the premises outside normal hours for academy purposes shall take priority over availability for lettings.

Sub-letting is not permitted.

Management

The Head of School is responsible for overall management of lettings. S/he may delegate some or all of this responsibility to another member of staff while retaining overall responsibility. Community or commercial lettings may take place at the discretion of the Head of School. If the Head of School has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Executive Principal, who is empowered to determine the decision.

This policy will be kept under regular review in light of legal developments and best practice.

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No lettings will be agreed with applicants under the age of 18 years or to any organisation with an unlawful or extremist background.

It is a condition of the Letting Agreement that all hirers show evidence of suitable protocols for the protection of young people and vulnerable adults, where appropriate, prior to the acceptance of any booking.

The Head of School has the immediate power to terminate any letting agreement relating to the hire of academy premises in accordance with the terms and conditions.

Procedure

Nunthorpe Multi Academy Trust has contracted with an external provider (School Lettings Ltd, of 2nd Floor, 333 Edgware Road, London NW9 6TD, hereafter referred to as “*SchoolHire*”), to use a web-based booking system for all lettings. The website www.schoolhire.co.uk is used for the administration of lettings and also serves to promote the availability of facilities to a wider audience.

Individual academies will determine which facilities are available for hire – these will be detailed on the *SchoolHire* website.

Organisations seeking to hire academy premises will make a booking through the *SchoolHire* website. Potential hirers are required to upload relevant documentation (for example, liability insurance certificate, safeguarding policy etc.) at this stage of the approval process. Applicants must also agree to the Terms and Conditions for hiring the facilities. The cost of hire is displayed on the website and there is an option to block-book several sessions at the same time. Most payments are handled by *SchoolHire* who charge the Trust a small commission for their services. There is an option to invoice groups with long-term hire agreements.

Once a provisional booking is made it will be either approved or rejected by the academy. No request should be regarded as ‘booked’ until the approval process has been completed.

Communication with hirers will be conducted through the messaging facility on the *SchoolHire* website.

No public announcement of any activity or function taking place should be made until the booking has been formally confirmed.

Individual academies will determine the Terms and Conditions for lettings applicable to the specific premises. These will be published on the *SchoolHire* website and must be agreed to before a letting is approved.

Public Liability and Accidental Damage Insurance

By agreeing to the Terms and Conditions for a letting, the hirer confirms that adequate and appropriate insurance cover is in place for any activity to be carried out.

Safeguarding

The hirer shall ensure that where a booking involves activities for children, or where the activity is positively supported by the academy for the attendance of children, they have appropriate safeguarding policies and procedures in place and that any adults leading activities have been subjected to enhanced Disclosure and

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Barring Service (DBS) checks. The Trust reserves the right to require the hirer to produce evidence of such checks and to review the safeguarding policies and procedures and to impose any additional requirement(s) seen appropriate in connection with the letting. The Trust reserves the right to cancel any booking if it is not satisfied that the requirements are being met and there shall be no liability other than to refund any fee(s) paid.

Charges

A scale of charges will be agreed by the Trust and will be published on the *SchoolHire* website. Academies may exercise a degree of flexibility and offer discount where appropriate (e.g. for a long-term hire or multiple spaces being booked at the same time).

Use of premises for sports activities are VAT exempt if a booking of 10 consecutive weeks is made.

An academy may provide facilities free of charge if the activity supports the core aims of the academy and involves members of the academy.

The charges levied should cover the costs of services (e.g. heating, lighting), staffing (caretaking, cleaning, reception as appropriate), administration including *SchoolHire* fees and an element of profit if appropriate.

If facilities that are being hired require a technician or support member to be on site (e.g. lighting technician for the main hall) then an additional fee will be charged. This will be based on the length of time required and will be agreed in advance of the booking.

All revenue raised from lettings will be fed into the academy financial reporting systems.