

## LETTINGS POLICY

Lead	Chief Operating Officer
Reviewed by Staff	N/A
Reviewed by Students	N/A
Approved by Directors	
Interim Review	TBC
Full Review	TBC

## **1. Introduction**

The Collegiate Trust (TCT) regards the Collegiate buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the member schools is to support the Trust in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind. The schools' delegated budgets (which are provided for the education of their students) will not be used to subsidise any lettings by community or commercial organisations. Therefore, a charge will be levied to meet the additional costs incurred in respect of any lettings of the premises. As a minimum, the actual cost to the schools of any use of the premises by an outside organisation must be reimbursed to the schools' budgets.

## **2. Definition of a Letting**

A letting may be defined as any use of The Collegiate Trust premises by either a community group or a commercial organisation. Priority will be given to community lettings. A letting must not interfere with the primary activity of the schools, which is to provide a high standard of education for all their students. Use of the premises for activities such as staff meetings, parents' meetings, school meetings and extra-curricular activities of students supervised by school based staff, fall within expected corporate activities and costs arising from these uses are therefore a legitimate charge against the schools' delegated budgets.

## **3. Charges for a Letting**

TCT is responsible for setting charges for the letting of the Collegiate premises. A charge will be levied which covers 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 Collegiate equipment (if applicable)
- Profit element (if appropriate)

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. The organisation hiring the premises will be informed in advance of the charge to be levied. The specific charges will be reviewed annually, and approved by Finance Committee.

## **4. VAT**

In general, the letting of rooms is exempt from VAT, whereas sports lettings are subject to VAT unless they are done on a regular basis i.e. once a week for at least 10 weeks.

## **5. Management and Administration of Lettings**

The School Business Manager will be responsible for the management of lettings, in accordance with The Collegiate Trust policy. If the School Business Manager has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Principal/Headteacher who are empowered to determine the issue on behalf of TCT.

## **6. The Administrative Process**

6.1. Organisations seeking to hire The Collegiate Trust premises should approach the nominated member of the administrative staff, who will identify their requirements and clarify the facilities available. The administrative member of staff will liaise with the School Business Manager as necessary.

6.2. TCT 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. The School Business Manager will report any declined requests from community groups to the Local Governing Body for information.

6.3. Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to The Collegiate Trust. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with TCT’s current scale of charges. A refundable deposit may be charged at the discretion of the School Business Manager.

6.4. The hirer should be a named individual and the agreement should be in their name, giving their permanent, private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure. Individual timings of lettings to be negotiated with the Business Manager.

6.5. All lettings fees which are received by the Trust schools will be paid into their main public bank account, in order to offset the costs of services, staffing etc. (which are funded from the Collegiate delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

6.6 All hirers must sign that they have received and read the following documents:

<b>Document</b>
Keeping Children Safe in Education
Child Protection Policy (including awareness of Prevent)
Online Safety Policy, including the Access User Policy
Knowing who the Designated Safeguarding Leaders are and how to report any concern, however, minor.
Disqualification by Association forms
Health and Safety Policy
Hire Agreement
Trips/Club Leaders’ Guidance Booklet (to include health issues and next of kin)

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

7.1. A certificate of insurance must be produced before the letting can be confirmed.

7.2. A Hirer must have their own insurance and it must be public liability insurance that covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million.

7.3. The Collegiate Trust will not be responsible for any injury to persons or damage to property arising out of the letting of the premises. The hirers will have full responsibility to ensure that all aspects of Health & Safety are followed and that appropriate risk assessments where applicable have been carried out.

## Appendix A

### Schedule of Charges

	Community Rate	Commercial Rate
<b>Sports Hall (Weekdays / Evenings)</b>	<b>£30 per hour</b>	<b>£35 per hour</b>
<b>Sports Hall (Weekends)</b>	<b>£40 per hour</b>	<b>£45 per hour</b>
<b>Gymnasium (Weekdays / Evenings)</b>	<b>£30 per hour</b>	<b>£35 per hour</b>
<b>Gymnasium (Weekends)</b>	<b>£40 per hour</b>	<b>£45 per hour</b>
<b>Main Hall (Weekdays / Evenings)</b>	<b>£30 per hour</b>	<b>£35 per hour</b>
<b>Main Hall (Weekends)</b>	<b>£40 per hour</b>	<b>£45 per hour</b>
<b>Football / Rugby Pitch (Weekdays / Evenings)</b>	<b>£30 per hour</b>	<b>£35 per hour</b>
<b>Football / Rugby Pitch (Weekends)</b>	<b>£40 per hour</b>	<b>£45 per hour</b>
<b>Netball Court (Weekdays / Evenings)</b>	<b>£30 per hour</b>	<b>£35 per hour</b>
<b>Netball Court (Weekends)</b>	<b>£40 per hour</b>	<b>£45 per hour</b>
<b>Classroom (Weekdays / Evenings)</b>	<b>£30 per hour</b>	<b>£35 per hour</b>
<b>Classroom (Weekends)</b>	<b>£40 per hour</b>	<b>£45 per hour</b>

#### Notes:

1. Prices exclude VAT which must be charged on bookings of 10 sessions or less in accordance with HMRC tax regulations.
2. The Collegiate Trust does not open for lettings on Public Bank Holidays
3. Prices above are based on the fixed rate charge per hiring session to cover caretaking and cleaning costs and assume that the hirer is booking one area only. Rate reductions for 2 or more areas **may** apply (e.g. 2 or more classrooms hired simultaneously)
4. Use of equipment hire in main hall is at additional charge (e.g. use of sound system, use of projector/AV equipment)
5. The prices above assume that the hirer has his own public liability insurance.
6. Hirers will be invoiced for 50% of the cost of the booking in advance, the balancing 50% being invoiced on completion and payable within 30 days.
7. Hire includes the use of changing facilities where required.