

# Acorn Trust

## Leasing Policy



Written by:	J Buckley, Trust Finance Officer
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Chairs Signature	

## **Mission Statement**

The Acorn Trust is a Multi-Academy Trust established with the aim of providing outstanding learning and opportunities for the children within its care.

Children are our nation's most precious resource. Their school life and learning experience will shape them for the whole of their lives

## **Safeguarding Statement**

At the Acorn Trust we recognise our moral and statutory responsibility to safeguard and promote the welfare of all children.

We work to provide a safe and welcoming environment where children are respected and valued. We are alert to the signs of abuse and neglect and follow our procedures to ensure that children receive effective support, protection and justice.

The procedures contained in the Safeguarding Policy apply to all staff, volunteers and governors

# Version Control

## Change Record

Date	Author	Version	Page	Reason for Change
7.10.18	J Buckley	Oct 18	3	Addition of version control

# Leasing Policy

## Introduction

The Acorn Trust regards the school 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 Acorn Trust is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) 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 school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

## Definition of a Letting

A letting may be defined as "any use of the school 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')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Local Advisory Board meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

## Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

## Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

## Charges for a Letting

The Acorn Trust Board is responsible for setting charges for the letting of the school 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 school 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.

When the school is being used for election purposes a Let Form will still need to be completed, but no charge will be made as PCC will reimburse the school with a token payment to cover the utility charges.

## 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 under certain circumstances).

### **Sporting Facilities - VAT**

Sport facility letting 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 letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

### **Management and Administration of Lettings**

The CEO is responsible for the management of lettings, in accordance with the Acorn Trust's Lettings policy. Where appropriate, the CEO may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the CEO has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Acorn Trust Finance Committee.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the CEO (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Booking Form for School Lettings (appendix 1) should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The CEO 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.

Once a letting has been approved, 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 school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Acorn's Trust current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

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.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school'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.

An annual report on lettings can be made available on request to the finance committee and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

**Terms and Conditions**

The terms and conditions can be changed depending on the hirer (eg. Whether kitchen use is required, access into the building is needed etc)

All terms and conditions must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting and ensuring the terms and conditions are adhered to.

**Appendix 1 – Booking Form for School Lettings**  
(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire					
Attendees	Total No.		No. Adults		No. Children
Single Booking	Data of Booking		Start Time		End Time
Block Bookings	Frequency/Days				
	Start Date				Start Time
	End Date				End Time
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>					

Facility Required	<input type="checkbox"/> Sports Hall	<input type="checkbox"/> Football field
<input type="checkbox"/> School Kitchen	<input type="checkbox"/> Chapel inc toilets	<input type="checkbox"/> School Toilets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment Required		
Other arrangements		
<i>The Trust does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose</i>		

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, will the alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold
<i>If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i>		
I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.		

Signed (Hirer):  
Full name:

Date:

*You will be sent confirmation of whether this application has been accepted or rejected by post of email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.*

**Please return the form to:**

(School use only)

This application for letting is: ACCEPTED/REJECTED

Signed:  
Position:  
Date:

Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If no</b> , include in Schools insurance cover	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the letting involve working with children/young people	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes</b> , has the School followed their safeguarding procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Appendix 2 – Conditions of Hire

### Particulars of Hire

Acorn Trust permits the hiring of facilities within the School Premises as set out below on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Premises to be hired	
Hire Period	From [date and time] To [date and time]
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the  
School:.....

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print  
Name:.....

Signed on behalf of the Hirer:..... Date:  
.....

## **Hire of School Premises** – .....

### **Terms and Conditions (delete or alter as required)**

#### **1. Interpretation**

- a. Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting.
- b. Trust: means the Acorn Trust Board

#### **2. Term, effective date of Agreement**

The term of this Agreement will be for use of the ..... on dates ..... that the school/chapel is not utilising the ..... On any day, that the school/chapel or any entity granted permission by the Trust is using the ....., the team shall not be able to use the ..... Prior notice of at least 2 weeks from the Trust will be given to the Hirer.

#### **3. Use and Access**

- a. The Trust permits the Hirer to access and use of the ..... on the times specified by the booking form.
- b. The Trust do not warrant that the ..... is fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The Trust retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- e. The ..... remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- f. A gate/door key will be given to the Hirer to obtain access into the ..... The key must be kept secure at all times and on leaving the school Premises, the gates/doors must be made secure. Notification must be given to the Trust immediately if the key goes missing. Keys should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system.

#### **4. Restrictions on Use**

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any owner or occupier of neighbouring property.
- b. If The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- c. If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day. This kitchen must be
- d. Any storage space must be agreed with the Trust before using.
- e. The use of school equipment must be agreed in advance of the letting.
- f. Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time.
- g. Illegal drugs are not to be brought onto or consumed on the Premises.

- h. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- i. Smoking is not allowed on the Premises at any time.
- j. No betting, gaming or gambling is allowed on the Premises
- k. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

#### **5. Hire Fee and Deposit**

- a. The Hire Fee is £..... per session and is payable in advance termly
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

#### **6. Condition and Damage**

- a. The Hirer will keep the premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

#### **7. Insurance**

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Trust.
- b. The Hirer must hold Employers Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Trust.
- c. The Trust may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own insurance and any extra associated costs will be reflected in the Hire Fee.

#### **8. Indemnity**

- a. The Hirer shall keep the Trust indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

#### **9. Loss**

- a. The Trust does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The Trust shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or

other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

#### **10. Assignment**

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

#### **11. Health and Safety**

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable electrical equipment to be used must have a current PAT test certificate if electrical.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will ensure they have written their own Risk assessment and will present a copy to the Trust.
- f. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

#### **12. Safeguarding and Child Protection**

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

#### **13. Car Parking**

- a. Subject to availability, these may be used by the Hirer and other adults involved in the letting.

#### **14. Cancellation**

- a. This agreement may be terminated by either party at a date earlier than the termination date (.....) by giving to the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Trust.
- b. The Trust may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Trust is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.
- c. The Hirer may cancel individual matches at any time by contacting the Trust. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.

## 15. Advertising

The Trust must approve of all advertising and posters concerning the use of the premises.

### Acorn Trust Letting Charges 2018-19

Room/Area	Charging Period	Community Use	Commercial Use	VAT (if payable)
Westleigh Chapel	Per hour	£20	£30	20%
Bedford Field	Per match	£30	£40	20%
School hall	Per hour	£20	£30	20%
Classroom	Per hour	£10	£15	20%
Kitchen (may only be booked as an additional facility)	Flat fee	£20	£25	20%
Startwell Centre	Per hour	£30	£40	20%
Mighty Oaks	Per week	£100	na	na
<b>Discount:</b> For regular hirers a discount may be applied to the listed prices; this is at the discretion of the Trust				
<b>Additional Charges:</b> For bookings that start or finish outside of normal school operating hours, an increase in charges (eg.to cover the cost of heating, unlocking and locking of the premises, etc) may be made at the discretion of the Trust.				
<b>Sports Bookings:</b> Sports booking may be VAT payable in accordance with the current VAT regulations				