



Trinity Academy Cathedral

Policy:	Lettings and Community Use Policy <i>(Including Letting Agreement and Charges Templates)</i>
Date or review:	January 2023
Date of next review:	January 2024
Lead professional:	Chief Finance Officer
Status:	Non-Statutory
Name and role of nominated member of staff acting as Manager for the purposes of this Policy:	Ronald Mannion, Premises Manager

1. Introduction

- 1.1. This policy outlines the arrangements that are in place to facilitate lettings and community use. Not all academies or organisations in the trust are able to let their facilities, and the contact on the front page of this policy will be able to advise on what facilities are available at their premises.
- 1.2. The Members, Board of Directors and Local Governing Body (LGB) recognise that the primary purpose of trust facilities is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings.
- 1.3. However, when not required for their primary purpose, trust premises and facilities represent a significant capital investment and should be fully utilised. They are a valuable community resource and (potentially) are a source of income and may be offered for private or commercial usage. As a community asset, each LGB and will make every reasonable effort to enable facilities to be used as much as possible.
- 1.4. An academy's delegated budget (which is provided for the education of its students) cannot be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by an academy in respect of any lettings of the premises.
- 1.5. 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.
- 1.6. This policy incorporates the Community Use Management Policy.
- 1.7. The Principal is responsible for the overall management of lettings including community use in accordance with this policy. The Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

2. Lettings

- 2.1. Where an academy has the facilities and resources that are available for letting the terms and conditions under which facilities may be hired are outlined in **Appendix 1** of this document; 'Conditions of Use'.
- 2.2. The definition of a letting is "*any use of the academy premises (buildings and grounds) by a community group (such as a local music group or football team), an individual or group of individuals, or a commercial organisation (such as the local branch of 'Weight Watchers')*". A letting must not interfere with the primary activity of the academy.
- 2.3. Use of the premises for activities such as staff meetings, parents' meetings, LGB meetings and extra-curricular activities of students supervised by academy staff, fall within the 'business use' of the academy. Costs arising from these uses are therefore a legitimate charge against the academy's delegated budget.
- 2.4. It is recognised that the Local Governing Body (LGB) and Principals cannot personally vet every applicant or organisation who wish to make use of the academy premises. Accordingly, they have delegated the authority to accept applications for hire (of this academy's facilities) to the nominated Manager named on the front page of this policy.
- 2.5. Each academy will operate a fair lettings policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability or other protected characteristic as defined by the Equality Act.
- 2.6. No member of staff, except for the Principal (or their representative) is allowed to vary the terms and conditions under which the academy premises are hired to either individuals or organisations or to deviate from the published charging policy.
- 2.7. All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete a Lettings Agreement shown in **Appendix 2** and are to receive a copy of the 'Conditions of Use' as per **Appendix 1** in advance of signing the form. The Lettings Agreement is an enforceable contract.

3. Usage and charges

- 3.1. The academy's Local Governing Body is responsible for setting lettings charges. The charge will cover:
 - Cost of services (heating/lighting)
 - Cost of staffing (security, caretaking, cleaning, reception/customer service staff and their 'on-costs')
 - Cost of administering the letting
 - Cost of 'wear and tear'
 - Cost of use of academy equipment (if applicable)
 - Profit element (if and where appropriate)
- 3.2. 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 specific charge levied will be reviewed annually, for implementation from the beginning of the next financial year, with effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.
- 3.3. Priority usage. The trust has adopted the following categories of priority user:
 - Staff/employees of the trust
 - Designated Users; e.g., registered charities or community activities
 - Private Users; e.g., private businesses, profit making ventures, private functions, and commercial fund raising.
- 3.4. The nominated Manager as show on the front page of this policy has delegated responsibility to determine designated users. (This may be with referral to the trust's Chief Finance Officer). They will determine the suitability of applications and the outcome of application decisions shall be reported to the Local Governing Body, if required. Each academy will maintain a list of approved organisations, which may be shared across the trust, if required. This does not preclude the nominated Manager, or their representative from referring sensitive applications to the Principal for his/her decision.
- 3.5. Scale of charges. In agreeing the scale of charges, the following principles have been applied:
 - Staff/employees will be charged no more than cost.
 - Designated users and private users will be charged on a cost plus an income margin for the academy.
 - There will be parity of treatment for similar users.
 - The overall cost-plus margin of letting the academy facilities will be recovered from users.
- 3.6. For the purpose of charging the nominated Manager will determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.
- 3.7. VAT. The VAT rulings have changed recently for registered charities. As a trust we are registered as a charity and due to this the letting of facilities for sporting use and musical/drama performances are exempt of VAT. Certain other events (like Prom events) are applicable to VAT. If the application of VAT is queried the Finance Manager/Officer should be contacted for clarification.
- 3.8. Discounts to the advertised scale of charges may be applied for multiple bookings, as agreed by the nominated Manager. There will be parity of treatment for similar users.
- 3.9. The External Hire and Usage Charges for this academy are detailed in **Appendix 3** of this policy. This document also details the facilities that are available to hire from this academy.
- 3.10. If there is misuse of the facilities or behaviour deemed inappropriate by academy staff, the Principal, the nominated Manager or other nominated staff, have the delegated authority to refuse entry or ask users to leave the site.

4. Community Use period

- 4.1. The opening hours for community use are in accordance with planning statements and other statutory instruments. The opening times for this academy are detailed in **Appendix 4** of this policy.
- 4.2. All times are subject to availability and agreement by the individual academy.

4.3. In operating facilities for community use each academy will:

- Provide clear guidance on lettings and the hire of its premises and equipment.
- Enable the community to have lifelong learning access to the academy site and premises.
- Promote the use of the academy's facilities by the wider community.
- Ensure that the out of hours use of the academy site is not subsidised by the academy budget and is sustainable.

5. Minimum Charges, Deposits and cancellations

5.1. The minimum hire period will be one (1) hour.

5.2. An academy reserves the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition which would require additional costs for cleaning, caretaking or other expenses.

5.3. An academy will seek to recover any costs incurred by it which are unavoidable and result directly from the cancellation of a letting. Details of the cancellation charges are shown in **Appendix 3**.

5.4. LGB's are mindful of their responsibilities in safeguarding the academy from bad debt. Therefore, payment in advance or at the time of booking is the normal practice unless otherwise agreed with a representative of the academy lettings or finance team. Bank transfers (BACS), cheques or cash are all acceptable forms of payment. A receipt will be issued upon request from our accounting package upon allocation to the provided invoice.

6. Non-payment

6.1. Any extensions to credit should be discussed with the Finance Manager/Officer of the academy. Where there are exceptional reasons short term credit extensions may be agreed, where local organisations and individuals satisfy credit worthiness.

6.2. In all cases an academy reserves the right to withdraw credit facilities where prompt payment is not received. Where credit facilities are withdrawn, or there is evidence of non-payment of invoices (amounting to bad debt) an academy reserves the right to cancel future bookings and withdraw any hiring arrangements in any trust facility until further notice

6.3. In all cases where credit is extended, an invoice will be issued. Credit will not normally be extended for lettings where the invoice value is less than fifty pounds (£50). The Governors have chosen to delegate the approval of credit facilities to the Finance Manager who will maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

7. Security and health and safety

7.1. LGB's will not normally insist upon continuous caretaking presence. However, they reserve the right, and delegate power to the Lettings and/or Site Manager, to insist upon caretaking presence where in their professional opinion the nature of the hiring may leave the academy vulnerable to theft or damage.

8. Complaints

8.1. For any customer using academy facilities who are unhappy at any element of the lettings arrangements they should raise their complaint with the nominated Manager (or nominated officer) in the first instance.

Appendix 1 - Conditions of Use

1. All persons making use of any of Trinity Multi-Academy trust facilities are required to comply with the following conditions of use. Use of the Sports Centre and use of any other trust or academy facilities is granted on the basis that the following conditions shall be deemed to be incorporated into the contract of entry to the Centre and/or academy, or for the use of any of its facilities.

2. Interpretation

- 'The Centre' shall mean and include all buildings, grounds or other facilities comprising of the Sports Centre for Physical Recreation and Sport and any other building or space that is hired out for external use.
- 'The Academy' shall mean and include all buildings, grounds, spaces or other facilities of the relevant academy hiring their facilities.
- 'Facilities' means any premises or physical resources owned by Trinity Multi-Academy trust, including academy buildings, grounds and other facilities or spaces.
- 'The Manager' means the Manager of the academy's facilities and/or Sports Centre and includes any employee of the academy exercising the functions of the Manager or stand-in Manager (approved by the Finance Manager/Officer).
- 'User' means any person using any of the academy facilities whether as a participant or spectator and whether or not a charge has been paid for entry or the use of the facilities.
- "Users" means a group of users involved in an event which is subject to a lettings agreement.
- 'The Hirer' means the persons or organisation hiring any part of the Centre or academy facilities and the use of any of the facilities.
- 'Booked Period' means the period or periods of any day reserved for the Hirer.
- 'Club' includes any group or organisation approved by the Manager for booking of facilities of the facilities.
- 'Period of Hire' means the period during which Booked Periods have been reserved for the Hirer.

3. Any person using the Sports Centre or other trust facilities shall:

- Comply with all the reasonable instructions and requests of the Manager or other trust employee.
- Refrain from any conduct which is unseemly or unsporting or which might cause annoyance or danger to other users of the Centre/Academy.
- Respect should be given to the local community and neighbours, in terms of noise levels, behaviour and conduct when on school property. Any complaints from one or more members of the local community regarding unreasonable noise levels or unreasonable behaviour or conduct may lead to an immediate cancellation of the booking at the discretion of the Manager. In such circumstances, the Hirer and any other Users involved in the booking/hire shall immediately leave the premises and no refund will be payable.
- Pay to the Centre/Academy on demand the amount of any damage (except damage from fair wear and tear) to the Centre/Academy or the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by them or by any other person participating jointly with them in the use of the facilities premises or by any person under their control; the amount of such damage shall be certified by the Manager whose decision shall be final.
- Consume refreshments only in suitable and appropriate areas, which are those that will not affect any internal facilities, playing surfaces or learning spaces.
- While participating in activities, wear clothing appropriate to that activity as specified by the Manager. Approved sports shoes with non-marking soles - where appropriate. Users should not travel to the Centre/Academy in their playing shoes if possible and appropriate clothing for the facilities used is required.
- **Indemnify the academy against all claims, demands, actions or proceedings in respect of the death of or injury of any person or damage to property belonging to any person arising out of the use by that person of the Centre/Academy otherwise than as a result**

of defective condition of the Centre/Academy or the equipment or the negligence of the academy, its agents, officers or servants.

- Ensure that the part of the Centre/Academy used by that person and any equipment is left in a tidy and orderly condition by the end of the period of use.
- Carry out and observe all instructions relating to the use of the Centre/Academy and conduct therein which may from time to time be published by notice on the premises or otherwise.

4. Any person using the Centre shall not: (unless expressly authorised by the Manager)

- Bring any dangerous items in or out of the Centre/Academy.
- Bring or Permit to remain in or on the Centre/Academy any dogs or other animals.
- Sell or attempt to sell in the Centre/Academy to other users any goods, articles, or equipment of any kind.
- Put up any notices or decorations (internal or external).
- Take photographs at the Centre/Academy, or arrange for any filming, or televising of any activity therein without written approval from the academy.
- Alter or interfere with any equipment or the fittings of the Centre/Academy or the structure thereof.
- Smoke in any area of the Centre/Academy or surrounding premises and grounds.

5. Admission

The nominated Manager reserves the right to refuse admission to the Centre/Academy to any person whether or not a fee has previously been paid in respect of entry and/or the use of the facilities of the Centre/Academy. The Manager also reserves the right to ask any person to leave the Centre/Academy at any time without refunding any fee paid for entry or for the use of any facilities.

6. Charges - The Academy and the Manager reserves the right to vary all charges and:

- To vary or discontinue the availability of any or all of the facilities of the Centre/Academy.
- To cancel bookings of any or all of the facilities of the Centre/Academy at any time.
- To keep any monies deposited for hire of equipment if this equipment is returned in unsatisfactory condition. The Managers decision on this matter shall be final.

7. The Loss or Damage to Personal Property

The academy does not accept responsibility or liability for any damage to or loss of any property or articles or anything else placed or left in the Centre/Academy by the User.

8. Injury

The academy shall not be liable for any personal injury and/or consequential loss, including fatal injury and consequential loss sustained by any User of the Centre/Academy; however, such injury or loss is sustained, except where such injury or loss is directly caused by the negligence of the academy or its employees. Lack or inadequacy of supervision of the use of any equipment, amenity or facility of the Centre/Academy shall be deemed not to be negligence on the part of the Academy or its employees unless such supervision has previously been expressly arranged with the Manager. **The Hirer will be required to confirm they have in place adequate and appropriate insurance cover for the activity that will be carried out during the booked period which covers all Users. If requested, the Hirer will be required to provide the appropriate insurance documentation.**

9. Emergency Evacuation

The Academy will display information on the Emergency Exit and Evacuation procedures. The User is responsible for ensuring they are aware of these procedures. The Manager is available for further questions and Users must raise with the Manager where specific personal emergency evacuation plans (PEEPs) are required (e.g., for disabled users).

10. Breach of Conditions

In the event of any breach of these conditions the User may be required by the Manager to leave the Centre/Academy and will forfeit the charge paid by such User for entry to or use of the

Centre/Academy. Such action shall be without prejudice to any rights which the academy may have against such User by virtue of these.

11. Alterations of Conditions

The academy reserves the right without prior notice at any time to alter or amend the whole of or any of the individual conditions.

Appendix 2

Letting/Hire Agreement Form

Trinity Academy Cathedral, Thornes Road, Wakefield, WF2 8QF or e-mail
contactus@cathedral.trinitymat.org

(Please complete this form in full and return to the academy as above)

Name/Title of Group_____

Name of Contact Person (Responsible Person and Hirer)_____

Invoice Address_____

Contact Telephone Number_____

Other Contact (mobile) Number_____

Contact email address_____

Facility Required_____

Use/Activity of Facility_____

Expected number of Participants_____

Day(s) of Week Required_____

Dates Required From: ____ / ____ / 202 To: ____ / ____ / 202

Hours Required From: _____ To: _____

Applicable Fee: £ _____ per session

Terms and conditions are in strict accordance with the Lettings and Community Use Policy and in line with our academy calendar issued prior to the September term.

The facilities are available to hire only during school holidays. The facilities close at 4.00pm prompt on weekdays and the school is closed on weekends and Public Holidays.

By signing this form, the hirer agrees to comply with the terms and conditions as set out in the Lettings and Community Use Policy, a copy of which was provided to the hirer in advance of being asked to sign this form. In accordance with the terms and conditions, the hirer will ensure appropriate insurance cover is in place for all users involved in the event prior to the event commencing.

To be signed by the person responsible for the group: _____

Signature Print Name: _____ Date: ____ / ____ / 202

Office Use Only

Session(s) added to booking system: Yes / No

VAT to be added VAT Inclusive No VAT

Academy Staff Completed Sign: _____ Print Name: _____

Appendix 3

External Hire and Usage Charges for Trinity Academy Cathedral

Facility	Unit	Charge
Main Sports Hall	Per Hour	£46.75 or price on agreement
Gym Hall	Per Hour	£35.75 or price on agreement

Cancellation Charges

There will be no charge if the cancellation details are received one week (5 full working days) prior to the booking.

There will be a 50% charge if cancellation details are received between 1 working day and 5 working days before hire.

There will be a 100% if cancellation notice is less than 1 working day before hire.

Appendix 4

Opening times for Trinity Academy Cathedral

Facilities are available to hire during school holidays only (8.00am – 4.00pm on weekdays). The school is closed on weekends and Public Holidays.

All the above times are subject to availability and agreement by the academy.