



## Lettings Policy

### Policy Objectives

The Governors, following the principles endorsed in the West Sussex County Council Lettings Policy, recognise that:

- 1) that academy premises represent a significant capital investment and should be fully utilised;
- 2) that academy premises are a valuable community resource;
- 3) that educational usage of education premises constitutes a natural priority;
- 4) that a profit margin would be welcome when derived from private or commercial usage but that is not the objective when facilitating educational activity by designated users

### Priority Usage

The Governors have adopted the following priority usage:-

- I. Statutory e.g. elections
- II. Designated e.g. education
- III. Private e.g. 'keep fit'

The Governors have applied in each case the definitions identified in the West Sussex County Council's policy

### Applications for Designated Status

The Governing Body has delegated its power to determine designated status to the Headteacher who will exercise discretion on its behalf and determine applications, with the proviso that such lettings must not be detrimental to the academy itself or its pupils.

All lettings will be at the discretion of the Governing Body, or its representatives (Head Teacher/School Business Manager), who retain the right to refuse lettings, without question, dependent on the impact, complexity and nature of the letting. The outcome of such decisions shall be a matter of report to the Governing Body each term. This does not preclude the Headteacher from referring sensitive applications to the Governing Body at his discretion.

### Conditions of Hire

The Governors have adopted the standard West Sussex County Council conditions of hire.

In addition the Hirer must comply with the Academy's Safeguarding policy. Any event resulting in an allegation in this context could result in the immediate suspension of the letting agreement. Those authorised by the academy to work with children on academy premises enter into a formal commitment to comply with the academy's child safeguarding responsibilities. Community users organising activities for children must be aware of the academy's child protection guidelines and procedures and by signing this agreement confirm their commitment to abide by them.

## **Administration of Lettings**

### **General**

The Governors recognise that it would be impossible for them to personally vet every applicant or organisations who wish to make use of the academy premises. Accordingly, they have delegated the authority to accept applications for hire to the Headteacher.

### **Variations**

No member of staff is allowed to vary the terms and conditions under which the academy premises are hired to either individuals or organisations nor to delegate from the Governors' published charging policy.

### **Lettings Documentation**

All formal hirings of the academy premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement is a contract which the Governors may enforce at law.

### **Scale of Charges**

In arriving at their scale of charges, the Governors have followed the principles set out below;

- 1) statutory users will be charged on a cost recovery basis;
- 2) designated users will be charged no more than at cost;
- 3) private users will be charged at cost plus an income margin for the academy;
- 4) there will be a parity of treatment for similar users;
- 5) the overall cost of letting the academy facilities will be recovered from users.

For the purpose of charging hirers, the Headteacher is employed to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the process for which a letting is arranged. The Governors reserve the right to require a refundable deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating additional expense being incurred for cleaning, caretaking or other such costs.

### **Cancellations**

The Governors are mindful of their responsibilities in safeguarding the academy from bad debt. Therefore payment at the time of booking is the norm. Cheques or cash are both acceptable. In all cases where cash or cheque are paid over then an official receipt must be issued.

### **Extension of credit**

The Governors will allow, where appropriate, the extension of credit to bona fide local organisations and individuals where they are satisfied that these are credit worthy. In all cases the Governors reserve the right to withdraw credit facilities where prompt payment is not received. The Governors will not normally extend credit 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 Headteacher 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.

### Security

The Governors will not normally insist upon continuous caretaking presence. However, they reserve the right and have delegated power to the Headteacher to insist on caretaking presence where, in their view, the nature of the hiring may leave the academy vulnerable to theft or damage. A charge will be made for this time.

### Lettings Scale of Charges

#### Statutory Users

For the use as a Polling Station, cost of Premises Officer only £10.00

### Lettings Charges 2016-17

#### Level 1 eg Educational or Community use

LETTING	DAY	SESSION(S)	HALL	KITCHEN AREA	ROOM or STAFF ROOM	WINTER HEATING PER SESSION
Per session	Mon-Sun	am/pm/eve	£20.00	£15.00	£10.00	£8.50

#### Level 2 eg Adult Education

LETTING	DAY	SESSION(S)	HALL	KITCHEN AREA	ROOM or STAFF ROOM	WINTER HEATING PER SESSION
Per session	Mon-Sun	am/pm/eve	£30.00	£20.00	£15.00	£8.50

**PLEASE NOTE THAT FOR OCCASSIONAL HIRING, THE FULL CHARGE MUST BE PAID IN ADVANCE AND WITHIN FIVE DAYS OF BEING APPROVED**

**ADDITIONAL CHARGES REFERRED TO IN THE CONDITIONS OF HIRE SHALL INCLUDE (IF AGREED BY THE GOVERNORS):**

- 1) photocopying at 10p per sheet b/w, 15p per sheet colour
- 2) use of the overhead projector - £5.00
- 3) cancellation by the hirer within 7 days of the event - £10.00
- 4) if required, a refundable deposit of £25.00 to cover potential cleaning and damage

Refunds to the hirers will be made in the event that the academy premises are required for use as a polling station.

Refunds will also be considered in the event of extreme weather conditions.

**VAT (where applicable) SHALL BE PAID AT THE STANDARD RATE**

**Review of the Policy**

The policy will be reviewed annually and the scale of charges for the forthcoming year will also be reviewed and updated by the Governing Body.

Policy Reviewed Sept 2016

To be reviewed Sept 2018