



The
St Gregory the Great
Catholic Academy Trust

'Where love exists, it does great things'

Policy

Lettings

Reviewed and approved by:

The Finance Resources and Audit Committee

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Introduction

St Gregory The Great Catholic Academy Trust intends to make every reasonable effort to enable its buildings and grounds available for community use. However, the Trust's main aim is to provide 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. Additional costs incurred by the school to host such an event or activity will be charged to the external organisation.

The Trust is committed to providing a safe and supportive environment for all and has a zero-tolerance policy toward verbal or physical abuse, intimidation, or harassment, including sexual harassment. See section 11 in the Hire Agreement document.

Definition of a Letting

A letting may be defined as "any use of the school by either a community group or a commercial organisation".

Use of a school for curriculum related activities, such as staff meetings, parents' meetings, Academy Council meetings and extra-curricular activities of pupils supervised by school staff, are not lettings.

Charges for a Letting

Each school is responsible for setting charges for lettings. A charge will be levied which covers the following costs:

- Utilities (heating and lighting)
- Staffing (additional security, technical support, caretaking and cleaning) - including "on-costs"
- Administration
- Wear and tear or damages that may occur
- Use of school equipment (if applicable)
- Considerations of profit are to be appropriate to the hirer and event if applicable.

The specific charge levied will be reviewed annually. Current charges will be provided in advance of any letting being agreed.

VAT

General Lettings

The letting of rooms for non-sporting activities is usually exempt from VAT, although there are exemptions under certain circumstances.

Sporting Activities

Sport facility letting charges are normally subject to VAT. However, when a series of ten or more lettings are booked the hire charges are exempt from VAT and the following conditions should be satisfied:

- Each period is in respect of the same activity carried out 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.

When letting the multi-use sports hall for a sporting activity it will be exempt from VAT. VAT is only added when the facility being let is specifically for that sporting purpose i.e. Swimming pool – being let for a swimming pool sporting activity. On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Documentation

Terms and Conditions of Use

A copy of the Trust's *Terms and Conditions of Use* must be issued to the hirer and signed by both parties. This document has been approved by the Trust's legal team and must not be amended.

Hire Agreement

A *Hire Agreement* must be completed in full and signed by both parties before the letting can commence.

Hirer's Safeguarding Policy

We must see evidence of a robust safeguarding policy and procedures. The Hire Agreement states, "We must see and retain evidence of a robust Safeguarding Policy and Procedures if providing for under 18's - (**Keeping Children Safe in Education 2023**) - and will need to be assured that the group has regard to the government publication 'After School Clubs, Community Activities and tuition: safeguarding guidance for providers' which can be found here: <https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice> "

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to The Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the trust, school, or the hirer.

If your booking involves working with children or vulnerable adults, all staff members must complete an enhanced DBS and Barred List check before the start date. The Academy Council may also request checks for other individuals at their discretion. Please provide the Trust with at least half a term's notice to allow sufficient time for these checks to be processed.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified and have undergone an Enhanced Disclosure and Barring Service (DBS) check to be reviewed by the organisation they work for, or the school.

Damage, Loss or Injury

The Hirer should have appropriate public liability insurance to cover all its legal liabilities including injuries to persons, 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 £2,000,000. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Insurance for One-off Lettings

Individuals should have any contents insurance and if so are to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2,000,000.

If the hirer does not have their own insurance, then cover can be arranged through various insurance brokers.

If it has been agreed for a letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

Neither the school, nor the trust, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Copyright or Performing Rights

The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be agreed by the school prior to distribution by the hirer.

Local Authority

Where a letting is being provided via Leeds City Council's School Letting Service, the school should have an agreed Service Level Agreement in place with the council's service.

The SLA should include that the council will - process applications to hire the premises, undertake the necessary checks in relation to safeguarding, health & safety and insurance, issue a hire agreement based on charging policies and collect hiring fees.