

Letting Policy (CST)

This policy is a requirement of all CST schools and applies to Mount Street Academy, Lincoln Carlton Academy and Benjamin Adlard Primary School.

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1. Introduction ¶

General Principles

The Board of Trustees of CfBT Schools Trust recognises that the primary purpose of Academy premises is to provide accommodation for the teaching, learning and welfare of its students. The requirements of the Academy will therefore always take precedence over external hirings. However, when not required by the Academy, the Board of Trustees is willing to hire out the Academy premises as they:

- represent a significant capital investment and therefore should be used as far as possible;
- can provide a valuable resource to the community which the Academy serves; are a potential source of income.
- In adopting this Policy, the Schools Trust supports the Academies' development plan and current priorities and targets.
- The Board of Trustees also recognises that the hiring out of school premises will always be an incidental part of the Academies' aims.
- CfBT Schools Trust and the Academies in CfBT Schools Trust will operate a fair lettings policy

that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability.

Distribution

The Board of Trustees has delegated the task of reviewing (and proposing for amendment if necessary) this policy biennially in order to assess its implementation and effectiveness to the Governing Body of each Academy.

The policy will be implemented throughout all the Academies of CfBT Schools Trust.

Distribution of the Policy is to:

- (i) all employees
- (ii) prospective hirers, on request

Priority Usage

The Board of Trustees has prioritised the following categories for use of the premises when not required by the school:

1. other Academy / CfBT Schools Trust use
2. preferential users; e.g. registered charities or community activities
3. private users; e.g. businesses or private functions.

Application for Preferential Status

The Board of Trustees has delegated its power to determine preferential status to the individual Academy – usually the business manager, or similar role - who will exercise a decision-making role in the matter on its behalf, deciding on any applications for preferential status made to the Academy. The Academy will ensure that a list of organisations with preferential status is maintained and that that list is reported to the Board of Trustees at regular intervals.

2. Conditions of Hire ¶

The following sets out the conditions under which the Academy premises may be hired.

Minimum Letting Period

The minimum letting period is [two] hours.

Basis for Charges

In arriving at rates for lettings, the Board of Trustee has agreed the following principles:

- that the Academy should not, except in exceptional circumstances, subsidise the letting of its premises to third parties;
- that the overall cost of letting school facilities must be recovered from users;
- that preferential users will be charged no more than cost;
- that private users will be charged on a cost plus a margin;
- that VAT at the prevailing rate, if chargeable, will be payable in addition to the charges on the Card of Rates.

On the recommendation of the business manager, the Governing Body will, on an annual basis, approve a Card of Rates setting out the charges for different areas of the premises for different users and including any discounts ("Card of Rates").

In case either the organisation or the area of the premises is not sufficiently clear from the Card of Charges, the business manager will determine which rate is applicable to any particular individual or organisation / area of the premises.

Additional Charges And Deposits

The Trust reserves the right to charge a premium over and above the rates in the Card of Rates if the Academy / CfBT Schools Trust will incur additional costs before, during or after the actual letting.

CfBT Schools Trust reserves the right to require a refundable deposit (over and above the charge) as security against damage to the premises (including any equipment) or against the premises being left in an unacceptable condition requiring the Academy to incur additional cost, e.g. for cleaning, caretaking or other expenses.

VAT

As a general rule if the letting makes use of a school sports facility e.g. gymnasium, hall or playing fields, then VAT will be chargeable. However, if certain conditions are met then the letting may be exempt from VAT e.g. sole use for more than 24 hours or a series of ten or more bookings are made and paid for at one time.

Lettings of meeting rooms or classrooms are generally VAT exempt.

Contact the Academy for more details on VAT and VAT exemption.

Cancellations

CfBT Schools Trust will seek to recover any cost incurred by the Academy which is unavoidable and results directly from the cancellation of a letting. Details of the charges are shown in the Card of Rates.

Administration of PREMISES HIRINGS

All schools are responsible for the administration of their premises hiring.

Terms and Conditions

No member of staff of an Academy, with the exception of the business manager, is allowed to vary the terms and conditions under which the Academy's premises are hired out or to deviate from the Academy's Card of Rates.

All hiring of the Academy's premises, including those for which no charge is made, shall be properly documented and all hirers must sign a Hire Agreement which includes a copy of the conditions of hire.

The Hire Agreement is an enforceable contract.

Time of payment

Payment of the charges at the time of booking is expected and must in any case be paid at least three school working days before the event takes place.

Bookings for 8 weeks or more will be invoiced at monthly intervals except for sporting facilities (see VAT above)

Credit Facilities

The Schools Trust will allow the extension of credit to organisations and individuals where they are satisfied that these are creditworthy. However, the Schools Trust reserves the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an invoice will be issued.

Credit facilities are not available for hirings where the charge is less than [**£50**].

Security

The Schools Trust will not normally insist upon continuous caretaking presence. However it does reserve the right to insist upon caretaking presence where the nature of the hiring may leave the school vulnerable to theft or damage.

3. Charge Card for LCA, MSA and BA ¶

[To download the charge card for the three school click here.](#)

4. Conditions of Hire - LCA ¶

[To download a copy of the conditions of hire for LCA click here.](#)

[To download a copy of the conditions of hire for staff or volunteers click here.](#)

5. Templates ¶

[To download supporting templates for the hire of school premises click here.](#)

Reviewed by: Paul Quincey

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