



ALP Active Community Lettings Policy

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Model Policy relating to all Primary and Secondary Academies
of the Advance Learning Partnership

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Defined terms:

A **‘Letting’** is defined as “any hiring of the Academy premises (buildings and grounds) by an individual, community group or commercial organisation.”

A **‘Hirer’** refers to an individual, group, club, organisation, or business that enters into an agreement with ALP Active to use an Academy facility(ies) for a specified period and purpose. The hirer is responsible for complying with the terms and conditions of hire, ensuring appropriate conduct during use, and returning the facilities in good condition.

The **‘Academy Trust’** refers to a charitable company responsible for the operation and governance of 23 Academies. The Academy Trust holds overall accountability for the management, use, and safeguarding of Academy facilities, including the approval and oversight of community lettings, to ensure they align with the Trust’s educational objectives, values, and legal obligations

‘ALP Active’ is the trading subsidiary of the Advance Learning Partnership ‘Academy Trust’, responsible for managing and coordinating community use of school facilities across the Trust. ALP Active oversees bookings, ensures compliance with lettings policies and procedures, and works to connect communities, support active lifestyles, and promote safe, inclusive, and sustainable use of Academy premises.

‘ALP School’ refers to a school that is part of the ‘Academy Trust’. Each ALP School operates under the governance of the Trust and works in partnership with ALP Active to facilitate community use of its facilities.

SCOPE

Management

Each ALP Academy will internally manage the lettings through ALP Active Ltd.

General

1. A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its pupils.
2. Priority will be given to activities which benefit pupils of the Academy Trust and the school community.
3. The Academy delegated budget (which is provided for the education of its pupils) will not be used to subsidise ALP Active. A charge will be levied to meet the additional costs incurred by the Trust in respect of any lettings of the premises.
4. All hirers must be aged 16 years or over unless they are pupils of the school using the facilities for casual hire.
5. There are detailed conditions for the hirer to observe including insurance cover, protection of premises and health and safety (with particular reference to DBS checks for staff working with children and young people under 18 years old).

6. To make a facility booking each hirer must register via the online booking platform (School Hire) as a facility hirer and agree to the terms and conditions of the lettings agreement at least once a year (when the hiring charges are reviewed).
7. Compliments, comments and complaints are welcome feedback, which helps us plan for the future. All matters are to be directed to the ALP Active Manager responsible. If you need to escalate beyond an ALP Active Manager please write to the Head of Community Partnerships or the Academy Trust COFO.
8. ALP Active do not permit the use of catering equipment or catering facilities unless agreed with the ALP Active Manager prior to booking. Where an agreement has been made, this must be put in writing between the ALP Active team and the hirer.
9. When Catering is supplied by the 'hirer' – the relevant food safety laws must be followed. All our Academies are nut free zones, if you have specified on the booking options that you wish to prepare, serve, or sell food and/or drinks at the venue, you must observe all relevant food and hygiene laws and regulations as well as provide full documentation prior to booking, including relevant insurances.
10. Any hire of the sports facilities will also include access to changing accommodation.
11. The 'Hire Charges' showing accommodation available for hire with rates also forms part of the policy document.

Charges

1. The ALP Trust Board are responsible for setting charges for the letting of the Trust's premises. These will be reviewed and set annually for implementation from the beginning of the next school year (1 September).
2. Letting charges are based on three categories of hirer:
 - Activities exclusively for 0-18 year olds (Juniors)
 - All other community use (Seniors)
 - Trust/Academy Staff
3. When reviewing charges these will be benchmarked to Local Authority, other similar facilities and other local schools.

LETTINGS AND VAT

General

The letting of facilities designed or adapted for playing any sport or taking part in physical recreation or a charge made to take part in sport are normally standard-rated VAT. However, the letting of such facilities may be exempt if the letting is for over 24 hours or there is a series of lettings to the same

person over a period of time.

24-hour rule

Where the facilities are provided for a continuous period of use exceeding 24 hours, the grant is exempt. The person to whom the facilities are let must have exclusive control of them throughout the period of letting.

Series of lets

Also exempt is the granting of such facilities for a series of ten or more periods (whether or not exceeding 24 hours) to a school, club, association or an organisation representing affiliated clubs or constituent associations where:

- i. Each period is in respect of the same activity carried on at the same place.
- ii. The interval between each period is not less than one day and not more than 14 days.
- iii. Consideration is payable by reference to the whole series and is evidenced by written agreement.
- iv. The grantee has exclusive use of the facilities.

Under (i) above, a different pitch, court or lane at the same sports ground or premises would count as the same place.

Under (ii) above, the duration of the sessions may be varied but there is no exception for intervals greater than 14 days through the closure of the facility for any reason.

Under (iii) above, there must be evidence that payment is to be made in full, whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation (e.g. swimming pools, football pitches and dance studios). Each court or pitch (or lane in the case of swimming pool) is a separate sports facility.

Any organisation which complies with these requirements must supply a copy of their organisation's constitution and a letter confirming they meet the above requirements. If accepted, a new contract will be issued which will remove the organisation's right to cancel the contract.

Academy Use

Use of the premises for activities such as staff meetings, parent's meetings, Trustee and Governing Body meetings and extra-curricular activities supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against each Academy's delegated budget and there is no letting fee.

Packaged Lettings

Groups who wish to hire a number of rooms for an event can request a package rate which may be lower than hiring each room individually. Any reduced rate must, as a minimum, cover the cost of

staffing the event and be approved by the booking team within the Academy.

Management and Administration of Lettings

1. The Head Teacher and ALP Active Leadership are responsible for ensuring the lettings are managed in accordance with this policy. The day-to-day responsibility has been delegated to ALP Active.
2. If ALP Active have any concern about whether a particular request for a letting is appropriate or not, they must consult with the Head Teacher who will determine the issue.

The Administrative Process

1. Organisations seeking to hire the premises should contact the ALP Active booking team within the desired Academy, who will identify their requirements and clarify the facilities availability. As the hirer registers their interest, they will be required to agree to the facility terms and conditions and provide all qualifications and insurances to host the event.
2. All applicants for the hire of facilities must complete the online booking application form and sign the declaration that they:
 - a. Accept the terms and conditions of hire and have current public liability insurance cover or wishes to be covered under the Trust's Third Party Hirers' Liability Insurance. *Please note point 3 within the insurance section of this policy and when the Trusts policy would cover an activity.*
 - b. Accept responsibility for the payment of hire fees.
 - c. Indemnify the Trust against any damage.
3. The following must then be returned to the booking team/uploaded to the online platform:
 - a. A completed facilities booking application form.
 - b. A copy of a public liability insurance certificate (if appropriate).
 - c. Proof of a valid DBS certificate for the Activity Leader or Welfare Officer responsible for safeguarding the children taking part in the activity.
 - d. The first month's fee or first week's fee (depending on the agreement reached with the booking team).
 - e. An external booking form recording the person responsible for complying with the Terms and Conditions set by this Policy.
 - f. Any relevant risk assessments.
4. Hirers can make their initial payment for lettings via an online transaction using the booking platform.
5. It must not be assumed that accommodation is available until the hirer has received confirmation of the booking via email/online platform. Dates cannot be held subject to the Trust receiving a completed application form.

6. All bookings are to be paid for, in advance, via the online booking platform.
7. All letting fees, which are received by the Academy Trust, will be paid into the bank account specifically for lettings.
8. If it is necessary to make any refunds, this will either be addressed via the online platform or direct bank transfer.
9. Income and expenditure associated with all bookings within the Trust will be monitored monthly to ensure at least a 'break even' position is being achieved.

Cancellations

Any licence to use the Academy's facilities can be terminated:

- a. Immediately by the Trust if the hirer has not complied with any of the Conditions of Use within the Terms and Conditions.
- b. On 30 days written notice given by the hirer to the Trust.
- c. At any time by the Academy to the hirer in the event of the Trust requiring any hired property for Trust purposes.

Termination and Notices

Types of bookings:

- One Off Customers (OOC) – These are customers who book between 1-9 weekly sessions.
- Short Term Block Bookings (STBB) – These are customers who book between 10-24 consecutive weekly sessions.
- Long Term Block Bookings (LTBB) – These are customers who book between 25 – 39 consecutive weekly sessions.
- All Year-Round Customers (AYR) – These are customers who book between 40 – 52 consecutive weekly sessions.

Notice Periods:

- OOC – These bookings cannot be cancelled, amended, or changed.
- STBB – These bookings are eligible for up to 2 sessions to be rescheduled to the end of the booking period.
- LTBB – These bookings are eligible for up to 2 sessions to be either rescheduled to the end of the booking period or can be cancelled.
- AYR – These bookings are eligible for up to 4 sessions to be cancelled or rescheduled to the end of the booking period and the whole booking can be terminated by providing 30 days written notice. AYR bookings being cancelled must have a minimum of 10 consecutive weeks completed. ALP Active must be notified 7 days prior to rescheduling or cancelling sessions that are in line with agreement. Sessions that form part of the notice period cannot be cancelled.

Any termination or notice given may result in additional charges due to different VAT conditions after the date of the hire of the venue, we reserve the right to raise a further invoice to the hirer for any additional VAT payment due, such invoice to be payable within 7 days of the date of the invoice. At the

discretion of ALP Active this could be offset against any other payments received from the hirer.

Type of booking	Option to Cancel Sessions	Option to Amend/reschedule session	Option to Cancel Remainder of Booking
One off clients (OOC) 1-9 sessions	N/A	N/A	N/A
Short Term Block Booking (STBB) 10-24 sessions	N/A	2 sessions per booking	N/A
Long Term Block Booking (LTBB) 25-39 sessions	2 sessions per booking	2 sessions per booking	N/A
All Year-Round Client (AYR) 40-52 sessions	4 sessions per booking	4 sessions per booking	30 days written notice once a minimum of 10 weeks have been complete (not 10 sessions)

Insurance

1. Any extended services/activities, which are directly provided by the Academy Trust, have cover within the Academy Trust's standard insurance policy.
2. All hirers must understand and agree that neither the Trust nor any individual Academy shall be indemnified for any loss or damage incurred on the premises and are therefore not publicly liable to pay any form of indemnity to those who do not hold valid public liability.
3. The Trusts Third Party Hirers Liability Insurance will provide indemnity to a person or group of individuals or an organisation who would not be expected to have their own public liability insurance, such as a group of friends hiring the facilities to play sport or families hiring the facilities for functions. The insurance would not provide cover for liabilities of large groups or organisations who are hiring the premises such as a football clubs, swimming clubs, fitness instructors, franchises etc who will be expected to provide a copy of their own insurance cover.

Terms and Conditions

Terms and conditions are clearly outlined in the ALP Active terms and conditions, which are reviewed on an annual basis and can be found on the ALP Active website (alpactive.org.uk) or the online booking system.

RESPONSIBILITY

This policy will be reviewed and updated where necessary by the Head of Community Partnership and approved for adoption by the ALP Trust Board.

PUBLICISING THE POLICY

A copy of this policy will be available on the ALP Active website and the online booking platform. Staff will be advised of amendments to this policy via the Staff Bulletin/Briefing.

POLICY STATUS

This is a non-statutory policy.