



# LETTINGS POLICY

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# LINDEN ROAD PRIMARY SCHOOL

## LETTINGS POLICY

### Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing 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. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises by an outside organisation must be re-imbursed to the school's budget.

### Definition of a Letting

A letting may be defined as "*any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')*". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

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, during the spring term, by the Finance Committee, for implementation from the beginning of the next financial year, with effect from April of that year. Current charges will be provided in advance of any letting being agreed.

## **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from Tameside Council's VAT Officer (Tel: 0161-342-3968).

## **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Finance Committee who is empowered to determine the issue on behalf of the Governing Body.

## **The Administrative Process**

Organisations seeking to hire the school premises should approach the Headteacher, who will identify their requirements and clarify the facilities available. An *Initial Request Form* (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

## **Public Liability and Accidental Damage Insurance**

As an alternative to asking each organisation to separately arrange public liability and accidental damage insurance (see terms and conditions), it is possible for the Governing Body to take out a single policy covering all lettings, and recoup the cost of the insurance premium via the lettings fee which is charged to individual hirers.

*Michelle Knight at the Community Insurance Centre, Zurich Municipal (Tel: 02380 724042) for further information.*

# **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

## ***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 school and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (CRB). If a particular letting involves contact with the school’s pupils, all personnel involved must be checked against List 99 and undergo a CRB check, in accordance with DfES guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LEA’s guidelines for working in schools.

## ***Priority of Use***

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

## ***Attendance***

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

## ***Behaviour***

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

## ***Public Safety***

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

## ***Own Risk***

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk and that the school will accept no responsibility for any loss or damage to personal property or vehicles whilst left on the premises.

### ***Damage, Loss or Injury***

**EITHER:** The Governing Body has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge.

**OR:** The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), 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 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

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

### ***Furniture and Fittings***

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### ***School Equipment***

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### ***Electrical Equipment***

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LEA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LEA. The intention to use any electrical equipment must be notified on the application.

### ***Car Parking Facilities***

Subject to availability, these may be used by the Hirer and other adults involved in the letting. However, the school accepts no responsibility for loss or damage to vehicles whilst they are parked on school grounds.

### ***Toilet Facilities***

Access to the school's toilet facilities is included as part of the hire arrangements.

### ***First Aid Facilities***

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

### ***Food and Drink***

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### ***Intoxicating Liquor***

No intoxicants shall be brought on to or consumed on the premises.

### ***Smoking***

The whole of the school premises is a non-smoking area, and smoking is not permitted.

### ***Heels and Shoes***

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering 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 Local Education Authority against all sums of money which the LEA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### ***Sub-letting***

The Hirer shall not sub-let the premises to another person.

### ***Charges***

Hire charges are reviewed annually and the current charge is set out in the ***Hire Agreement***.

### ***Variation of Scales of Charges and Cancellations***

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

In the case of "one-off" lettings, a non-refundable deposit of half the total agreed fee (set by Governors and dependant on the activity and facilities used) will be payable in advance to cover administrative costs in the event of a cancellation.

***Security***

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

**Where the Governors have agreed key-holding status to the Hirer, it will be the responsibility of the Hirer to ensure the security of the building on exit, including the activation of the alarmed security system. The Hirer will be liable for any charges arising due to failure to secure the premises resulting in a security “call out”.**

***Right of Access***

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Premises and Safety Committee or Finance Committee may monitor activities from time to time.

***Conclusion of the Letting***

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged or the hire agreement terminated.

***Vacation of Premises***

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on **Main car park at the front of the school**. The Hirer must have immediate access to participants’ emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

***Promotional Literature/Newsletters***

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Date Approved by Governors .....

Signed by Chair of Governors.....

# SCHOOL LETTING - INITIAL REQUEST FORM

Name of Applicant: .....

Address: .....

Telephone Number: .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Hall, Playground, Football Pitch etc): .....

.....

Day of Week Requested: .....

*First choice:* .....

*Second choice:* .....

*Third choice:* .....

Start Time: .....

Finish Time: .....

*(please allow time for your preparation and clearing up)*

Dates Required: .....

Use of School Equipment (please specify your request): .....

Details of any Electrical Equipment to be brought: .....

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have List 99 and/or CRB checks been carried out? When? By Whom?

.....

.....

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

Any other relevant information: .....

.....

***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

***Signed:*** .....

***Date:*** .....

# HIRE AGREEMENT

1. The Governing Body of Linden Road Primary School
  
2. The Hirer: .....
  
- Address: .....
  
- .....
  
- Telephone : .....
  
3. Areas of the School to be Used: .....
  
4. Specific Nature of Use: .....
  
5. Maximum Attendance: .....
  
6. Details of any School Equipment to be Used: .....
  
7. Date(s) of Hire: .....
  
8. Period(s) of Hire: .....
  
9. Fee (*specify per hour or per session*): £ .....
  
10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
  
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
  
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

**Signatures:** ..... (The Hirer)

..... (On behalf of the Governing Body)