Lettings Policy

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1. Introduction

The Governing Body controls the use of the school premises both during and outside school hours except where there is a trust deed that allows a person other than the Governing Body to control the use of the premises, or where a transfer of control agreement has been made.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. 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 teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover 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/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for individuals and groups.

Current charges of the use of School premises (As at May 2023)

- **Outside playground including 'MUGA' pitch** **£35 per hour**
- **Large inside hall** **£35 per hour**
- **Small inside hall** **£25 per hour**
- **Bungalow** **£25 per hour**

The above costs may increase if it is necessary for the school to employ its own staff whilst the premises are being utilised. This can be discussed on an individual basis.

Further detail of facilities can be provided on request.

4. 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 to this under certain circumstances).

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), 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, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

6. The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher or Business Manager on tel. 01274 410349 who will identify their requirements and clarify the facilities available. An application form will then the forwarded to the 'Hirer' The Governing Body has the right to refuse an application and interested parties should be advised that 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 by (or on behalf of) the Governing Body, 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 as appropriate in accordance with the Governing Body's current scale of charges. *(Schools may wish to seek payment in advance in order to reduce any possible bad debts.)*

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 independent 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 and reported to the Governing Body.

7. Public Liability and Accidental Damage Insurance

The Hirer shall take out to the satisfaction of the Academy, appropriate insurance cover in respect of their own legal liabilities arising out of and in connection with this hire contract and produce said documentation to the Academy who should retain a copy. No hiring shall take place unless such insurance is satisfactory to the Academy. It is a requirement that all organisations have an up-to-date Public Liability Insurance Certificate. A copy must be provided with this booking form. Third party insurance cover to be taken out prior to the Period of Hiring to meet any claim action or liability including death and personal injury brought by an individual using the Academy or any part thereof under this agreement or any dependent of such a person. If a copy of the above certificate is not received at least 3 days prior to the Licence Period, the Academy reserves the right to cancel the booking (without Liability to the Hirer) if the insurance cover in operation is inadequate.

8. Child Protection and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection and Safeguarding policies and provide details of the person responsible for safeguarding within the organisation.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the headteacher prior to approval.

When determining whether to approve an application, the headteacher will consider the following factors:

- The type of activity
- Personal DBS checks for Adults
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.

- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the headteacher, balanced or outweighed by freedom of expression or artistic merit).

The school business manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.