



## **Lettings Policy**

January 2022

Review Date: January 2023

### **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 reimbursed to the school's budget.

### **Definition:**

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.

### **Lettings Charges:**

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).

The specific charge levied will be reviewed annually, during the summer term, by the Finance Committee, for implementation from the beginning of the next financial year, with effect from 1 September 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).

## **Sport Facilities Charges – VAT:**

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than 14 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 general purpose school 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.

## **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.

## **The Administrative Process:**

Organisations seeking to hire the school premises should approach the school's Office Manager, who will identify their requirements and clarify the facilities available. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given. 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 booking form will be sent to the hirer, setting out full details of the letting and covering the terms and conditions of the booking.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises may be invoiced for the cost of the letting, or pay on attendance in the case of Recreation Centre bookings, in accordance with the current scale of charges.

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

### **Terms & 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 Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check, in accordance with current guidance. These checks must be made by prior arrangement with the school's HR Team, 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 Local Authority'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.

**Damage, Loss or Injury:**

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.

**Insurance for One-off Lettings:**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the letting. 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 £2m.

Neither the school, nor the Local 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 LA code of practice for portable electrical appliance equipment. Any electrical equipment must have a certificate of safety from a qualified electrical engineer or be inspected by the LA. 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.

### **Toilet Facilities:**

Access to the school's toilet facilities is included as part of the hire arrangements. Designated facilities will be advised upon confirmation of the letting.

### **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 permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Alcohol:**

Under no circumstances should alcohol be brought onto or consumed on the premises at any time.

### **Smoking:**

The whole of the school grounds and buildings are non-smoking areas, and smoking is not permitted in these areas at any time.

### **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 Authority against all sums of money which the Local Authority 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 will be confirmed upon request.

### **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.

### **Security**

The school will hire and cover the cost of 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. In the unlikely event that there were to be no suitable person available for opening/ security of the building (i.e. Site Manager, member of staff or external contractor), then the letting will not be allowed or would need to be cancelled. In this unlikely event, as much notice would be given to the hirer as possible. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher.

### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of any Governing Body Committees 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 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. If the facilities or equipment are regularly left in an unacceptable condition, then the school may give notice of cancellation.

### **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 in the car park on the opposite side away from the school building. The Hirer must have immediate access to participants' emergency contact details, and may use a telephone in the school office in the event of an emergency only. 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.