

Lettings Policy



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Policy adopted by Governors Finance Committee: **Summer term 2018 (11.06.18)**

Review Date: **Summer term 2019**

Under the Education Reform Act of 1988, Governing Bodies have the responsibility for school lettings and under LMS arrangements; it is the Governors who set the letting charges. The school's facilities will be let to suitable groups / individuals on the understanding that the use is consistent with the activities acceptable in a school building. However, the foremost function of the school is that of provider of education for 3 - 11 year old pupils.

The Governors acknowledge the opportunity to maximise income to the school by the appropriate, profitable letting of the school premises together with their responsibility to facilitate social and extra-educational activities for the children of the school, the community and residents in the area.

The purpose of the Letting Policy is to establish the school Governors' criteria for letting of the school premises, the categories of prospective hirers and the scale of charges.

The over-riding criterion for the use of the premises is the educational purpose of the School. This includes use out of school hours, for events such as School Performances, Parents' Evenings, Parents Meetings and Governors' Meetings.

Use by the school PTA for fundraising or social events that generate additional and valuable income for the school is not included in this criterion unless additional costs for staffing are incurred.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of the "Friends of Grappenhall Heys"
- Events organised by "Friends of Grappenhall Heys"
- Staff meetings and CPD
- Induction/Open events for prospective children and their parents

Criteria for Lettings

The Governors will consider applications for hire of the school premises that fulfil one or more of the following criteria:

- Lettings that, in the opinion of the Headteacher, deliver appropriate personal, social, or educational benefits to the children and/or parents of the school
- Lettings for local community activities
- Lettings for commercial ventures

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling
- Subject to statutory obligation to provide facilities, no activities promoting a political party or viewpoint will be permitted

In considering applications the Headteacher will need to be satisfied that the school premises are suitable for the intended purpose of the let and that the intended activity does not, in the opinion of the Headteacher, conflict in any way with the normal routine or the ethos of the school, or the comfort of the staff and pupils.

Types of Letting

The Governing Body has agreed to define lettings under the following categories:

- Community Lettings - should be made on the basis of full cost recovery
- Commercial Lettings
- Elections – Grappenhall Heys Community Primary School is currently used as Polling Centre for both local and national elections

Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in Appendix A.

The Governing Body have the right to amend the relevant scale of charges at any time with, at least, one month's notice in writing being given to the hirer. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the hire conditions of use.

VAT is applied to all lettings for sports activities.

Letting Times, Available Facilities and Equipment

The following times, facilities and equipment available are agreed as follows:

- Meeting Room
 - Term time only between 8.30am and 5pm
- School Hall
 - Term time between 5pm and 6.30pm
 - School holidays 8am-6pm
- Community Room
 - Term time between 9.15am and 3pm
 - School holidays 8am-6pm
- School Grounds
 - Term time between 5pm and 6.30pm
 - School holidays 8am-6pm

Variations to these facilities and times will be subject to the approval of the Headteacher.

Conduct of Users

This is set out in the Hiring Conditions of Users in Appendix B.

Security

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

Management of Lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection 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, they will consult with the Buildings, Health and Safety committee.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc. that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school should also monitor the contractor's compliance.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Application to use School Premises

Considering applications for lettings, organisations seeking to hire the school premises should approach the Headteacher or other designated member of staff. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Headteacher or other designated member of staff will decide on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in the school's lettings policy
- The availability of facilities and staff
- The school's equal opportunities, health and safety and child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the hire application and conditions for hire contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

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. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of 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 and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Special Rates

The Governors' Buildings, Health and Safety Committee is not empowered to negotiate special rates. Such application needs to be approved by the Full Governing Body at its termly meeting. When agreeing a special rate the Governors should be mindful of the necessity to protect the school's budget from any long-term drain caused by a special rate letting. It is also recognised that in some circumstances, the commercial rate may be inappropriate and a surcharge can be added.

Safeguarding and Child Protection

It is an obligation of the hirer to confirm that:

- Disclosure & Barring Service (DBS) checks have been carried out on all adults working with children on the activity or activities it undertakes on the school premises and that these checks demonstrate that all adults working with children on the activity or activities it undertakes are safe to do so.
- The Hirer is responsible for ensuring compliance with the DBS Code of Practice and any relevant Safeguarding Children Board requirements.
- There are policies and procedures in place to address any concerns raised in respect to the welfare or safety of children and young people (e.g. signs of potential abuse are exhibited). Staff and volunteers will act upon any concerns without delay, and refer to appropriate services.
- The hirer is responsible for supervising any children participating in the activity or activities it undertakes on the school premises until they are collected by a responsible adult from the school premises.
- The hirer must make clear in any advertisement for the service/activity offered on school premises that the school does not endorse, have involvement or responsibility for the service/activity other than those stated in paragraph (iii) overleaf.

The hirer shall be required to provide evidence of the above at the request of the Governing Body of the school or the Headteacher. The DfES document 'Safeguarding Children and Safer Recruitment in Education 2007' (para. 2.26) states, "*Where services or activities are provided separately by another body, the governing body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate*". Further advice can be found in Chapter 4 of the DCSF guidelines.

Health and Safety

Under Health and Safety Regulations an employer is responsible for the health and safety of employees and others who are on the school premises. In schools this responsibility is usually delegated to the Headteacher. The hirer shall be expected to undertake a risk assessment for the activity or activities being undertaken. This should be done in accordance with the '5 Steps' approach

set out in the Health & Safety Executive's website (www.hse.gov.uk/risk/fivesteps.htm). Any actions required from this should be followed and a copy of it given to the school.

Accident Reporting

The hirer must report all accidents occurring before, during or after the activity or activities it undertakes on the school premises to the appointed person at the school using a standard report form.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities. It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising staff.

Emergencies including Fire Safety

The school's fire risk assessment should be reviewed and fire safety procedures followed by all providers of services. Any arrangements (e.g. alarms, maximum numbers) that arise from the assessment should be communicated to all users of the premises as appropriate. There must be clear procedure for the hirer to summon emergency services when required with access to either an open telephone landline or fully charged mobile phone. All participants engaged in the organisation's activities must be aware of the procedure for vacating the premises in the case of an emergency such as a fire and the nearest assembly point. A register of all those attending the activities, for which the hirer is responsible, should be kept particularly in the case of an emergency.

The hirer must understand the school's evacuation procedures in the event of an emergency and be aware of fire exits and the assembly point.

Stage and Recording Equipment

No additional staging, scenery, piano or similar heavy article and no equipment for the reproduction of music or other sound shall be erected or brought onto the school premises without the previous consent in writing of the Governing Body. Any such alterations or additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the School and shall be reinstated forthwith at the expense of the hirer to the like satisfaction. Any such equipment brought onto the school premises shall be, or shall be rendered, non-flammable. Stage scenery and other effects must neither be brought onto the school premises nor taken away while the school is in session except with the express permission of the Governing Body. In all cases, except where express permission in writing has been granted by the school, the use or movement of school pianos is strictly prohibited.

Traffic Management

Cars must not be parked so as to cause an obstruction at the entrance to or exits from the school. The hirer must ensure that access to the school by emergency and service vehicles is not obstructed or delayed. The hirer is liable to pay for any costs incurred in the removal of any obstruction.

Cleaning Up and Waste Disposal

The hirer shall be responsible for ensuring the cleaning up and safe disposal of any rubbish, unused or waste food, broken glass etc. as a result of the letting.

Smoking, Drinking, and Consumption of Illegal Drugs

The school has a 'No Smoking Policy' and this must be adhered to at all times. Breach of the law in relation to no smoking in an enclosed public space is a criminal offence and will be reported for prosecution.

No alcohol must be brought or consumed on the school premises without the written consent of the Governing Body. The hirer should note that school premises are not licensed premises and therefore the licensing laws preclude the supply of alcohol at a charge without a Justices' licence. The supply of alcohol at a charge does not mean just the payment of money over a bar but also applies to the use of tokens or tickets purchased previously and then given in exchange for alcohol. Even the sale of tickets with a notation that the supply of alcohol is part of an inclusive price of admission to a function, such as cheese and wine parties, is a contravention of the law in its strictest interpretation.

Illegal drugs must not to be brought onto or consumed on the school premises.

Noise

The hirer shall ensure that no annoyance or disturbance is caused to the school's neighbours or to members of the public as a result of its use of the school premises. Causing a statutory nuisance is a breach of the Environmental Protection Act 1990 for which the hirer may be prosecuted.

Animals

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals are not permitted on the school premises. Such permitted dogs must be kept on a lead and controlled by the person being assisted. The hirer shall ensure that the permitted dog is not a nuisance or is a danger to others. Any such behaviour will not be tolerated and the hirer may be asked to leave the premises. Should this occur, the hirer will still be charged the full amount.

Cancellations

The governing body is not responsible for any loss or other expenses incurred by the hirer in the event of a cancellation by the governing body as a result of circumstances beyond its control. The decision of the governing body as to whether a letting is cancelled is binding on the hirer.

The hirer is responsible for notifying people of any changes in dates or venues, as a result of a cancellation, in advance of the letting.

The school may refuse to accept a booking or cancel any permission granted to use premises if:-

- the premises booked or part of it is required for public or official purposes by the School, governing body, or other statutory body
- any damage has been caused to school by any previous use of the premises by the hirer or the organisation represented by the hirer
- breaches of licensing conditions by the hiring organisation have previously occurred
- the Governing Body deem it necessary or expedient to cancel the booking

The school is not liable to pay any compensation to the hirer or any other person by where there is a cancellation. Any fees paid to the School will be refunded unless the reason for the cancellation is because of damage having been caused or if cancellation is within less than 21 days. At least 21 days' notice must be given by the hirer to the School that it does not wish to use the accommodation which has been reserved. If this condition is complied with, consideration will be given to the return of the hiring fee less a cancellation fee of 10% with a minimum charge of £1. Any cancellation made less than 21 days of the hire date is subject to 100% cancellation fee.

Appendix A

Payment of Letting Charges

For one-off lettings the agreed fee must be paid to the Headteacher at least 7 days in advance of the Letting.

For repeat Lettings the agreed fee must be paid to the Headteacher at the beginning of each half term in advance. Charges below are shown excluding VAT. Vat is applied to lettings for sports.

	Commercial Use		Community Use	
	Hourly Rate	Day Rate	Hourly Rate	Day Rate
Meeting Room	£10	£50	£5	£25
Community Room	£10	£50	£5	£25
School Hall	£20	£100	£10	£50
School Grounds (no access to buildings)	£20	£100	£10	£50

Tea, coffee and/or buffet is available on request. Additional charges will apply

Appendix B

Hiring Conditions for All Users

In these Conditions:

'The Owners' means the Governors of the above mentioned School, and 'the Agent' means the Clerk/Correspondent to the Governors or other Agent of the Owners.

'The Hirer' means the person signing the application form and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.

1. Not more than the number of persons stated in the application form shall be allowed in the School premises at any one time.
2. The sub-letting or sharing of the premises is prohibited.
3. Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.
4. The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises and to any property on the School premises occurring during or in relation to the hiring or while persons are entering or leaving the School premises pursuant to the hire, however and by whosoever caused. If the hire is indoors, some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
5. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the School premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury.
6. The right at any time to enter the School premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.
7. The Hirer shall be responsible for providing adequate supervision to maintain good order and good conduct.
8. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.
9. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alterations to any stage in the School halls or classrooms.
10. The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state.
11. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring are removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra whiles it is in the premises.

12. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
13. No exits may be blocked or chairs or obstructions placed in corridors of fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of fire-fighting equipment.
14. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.
15. All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the hirer shall be deemed to have had notice of all such conditions.
16. All legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
17. It is a condition of the letting agreement that in the event of activation of the school alarm resulting from incorrect setting of the alarm by the Hirer when locking up at the end of the Let or activation by way of the premises being left inadequately secured by the Hirer at the end of the Let, then the Hirer will account to the Governors for any costs resulting from the alarm activation.
18. All scenery and costumes used for stage performances and the like must be fireproofed.
19. The stage lighting in the hall is not included in the hiring.
20. If the hiring includes use of the kitchen the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.
21. The Governors take no responsibility for First Aid Provision. Hires are recommended to provide their own first aid cover at events.
22. A Defibrillator is situated in a wall unit by the Staff Room. This device may be used by any persons if an emergency situation arose. Please ensure that the defibrillator is replaced and left in the unit provided at the end of each session.
23. Smoking is not permitted on the school grounds.
24. There is access to a telephone in the school entrance for emergency 999 calls only and internal calls within the school.
25. Any additional cleaning costs must be met by the hirer.
26. The community entrance door of the building should remain closed at all times. For lettings out of school hours, door entry is through use of a key, which will be given to the person identified as the person in charge of the letting. They are then responsible for the security of the building including door entry.

27. Where children under 18 may be on site, the hirer agrees to abide by the school's child protection and safe recruitment policies, or provides the school with copies of their own policies.

28. It is the responsibility of the hirer to effect whatever insurance he or she considers is required to cover liabilities. Insurance in place by the Local Authority does not extend to hirers liabilities. They should produce the policy or policies of insurance 48 hours before the time of the hiring.

Related Policies / Procedures:

- Health and Safety Policy
- Child Protection Policy

Declaration by the Hirer

I am over 18 years of age.

I have read the Conditions of Hire and agree to abide by them.

I confirm that insurance arrangements are in place.

I agree to pay a non-refundable deposit to the school as detailed in the letting charges if I require out of hours key access facilities.

I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.

I agree to indemnify the School for any loss arising out of a breach of this agreement.

For and on behalf of:
The Governing Body of Grappenhall Heys Community Primary School

Signed:

Dated:

For and on behalf of:

..... (The Hirer)

Signed:

Dated:

APPLICATION FOR THE USE OF SCHOOL PREMISES AND FACILITIES

Name of Group or Applicant:

Facility Required:
.....

Exact Start Date: Finish Date:

Day(s) facility required: Time: From.....To.....

Full Details for which facility is required:
.....

Age range of users:

	Please tick all appropriate
Under 13 years	
13-18 years	
Over 18 years	

Date	Rate (£)	No of Hours	Total Charge (£)	Signature

Application made assuming (please circle):

- Community
- Commercial rate

Please note:

- All hirers must have their own Public Liability Insurance (copy to be attached to application form.)
- Hirers must complete DBS check reference number section if children under the age of 16 years are on premises
- Additional charges by negotiation if extra cleaning necessary
- Damage to property will be charged to the hirer
- Every organisation letting the facilities will be expected to pay at the beginning of every letting
- School must be notified of any cancellations at least 24hrs in advance, if not letting charges will be incurred

I, or we, agree to accept and abide by the conditions and regulations listed in the Lettings Policy, and to such other conditions as are considered reasonable. We undertake to pay all charges in advance.

(Please complete in block capitals.)

Name of Hirer:

Full address of Hirer:

.....
.....
.....

Email:

Telephone number: Day: Evening:

Name of Supervisor during period of letting:

Telephone number: Day: Evening:

DBS reference number (if applicable):.....

Signature of Hirer: Date:

Signature of School Representative: Date:

FOR OFFICE USE ONLY

Copy Insurance Certificate received	
DBS Certificate reference provided	