

# Lettings Policy

## including Terms and Conditions for the Hire of School Premises

### **Introduction**

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 complement 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. The actual cost to the school of any use of the premises must be identified. In line with the Scheme for Financing Schools, Governors should approve if proposed lettings fees will not cover the full cost to the school. (The Scheme now allows schools to spend their delegated budget for community facilities; however, there is a prohibition on schools doing so if this would interfere with their primary focus of raising standards).

### **1. Definition of Letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation.”

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.

### **2. Charges for 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 “wear and tear”
- cost of insurance
- cost of use of school equipment (if applicable)

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 take place during the spring term, for implementation with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

Schools should seek payment in advance in order to reduce any possible bad debts.

### **3. 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).

### **4. Management and Administration of Lettings**

The Head Teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Head Teacher 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 Head Teacher 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 (staffing & Finance).

### **5. The Administrative Process**

Organisations seeking to hire the school premises should approach the Head Teacher who will identify their requirements and clarify the facilities available. A 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 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 along with the hire agreement (a copy of which is attached to this policy), setting out full details of the letting and the terms and conditions of hire. 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.

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 budget, 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 should be separately identified in the school budget and will be regularly monitored and reported to the Governing Body. Where there are regular lettings a new application and lettings agreement are to be completed upon any change to the agreement and at least on an annual basis.

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

As an alternative to asking each Hirer to separately arrange public liability (to £5 million), employer liability (to £10 million) and accidental damage insurance, it is possible for the Governing Body to take out a single insurance policy covering all lettings, and then to recoup the cost of the insurance premium via the lettings fee. Governing Bodies considering this option may wish to contact the council insurance officer (Jacqueline Carabine 0191 2777530). The school will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school.

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment must be conducted for each hiring/ activity and the school must have the opportunity to review/amend (if appropriate) and ultimately approve the final version. Copies must be given to the Hirer and kept on file in school.

The Hirer is required to warrant 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 £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

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.

A copy of an up to date insurance certificate should be held on file by the school before lettings can take place.

All documentation including insurance certificates should be retained for a minimum of 6 years and the current year (7 years in total).

## **7. Child Protection**

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 Policy.

## **Terms and Conditions for the Hire of 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.

### **Priority of Use and Access**

The Governing Body reserves the right of access to the premises during any letting. The Head Teacher or members of the Governing Body from the finance and resources committee (or suitable alternative) may monitor activities from time to time.

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

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school, to comply with the Disability Equality Scheme. Access to the school's toilet facilities is included as part of the hire arrangements.

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

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the 'Letting Request Form'.

### **Status of the Hirer & Safeguarding of Children & Young People**

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.

The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organisation/company/charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

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 be checked in accordance with DfE and Newcastle Local Children Safeguarding Board guidance. All staff in schools be cleared at Enhanced level and therefore this should be replicated across to third party users.

These checks must be made by prior arrangement with the Head Teacher, 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 LA's guidelines for working in schools. Please note: The Hirer shall not sub-let the premises to another person.

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.

Where partnership activities take place (eg.between school, other local authority services and other 3rd parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, lettings application, finance, safeguarding and all aspects of risk management between all parties.

## **Policies**

The Hirer will be given copies and adhere to school policies eg. Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety.

## **Charges and Cancellations**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement. 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 all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance.

## **Behaviour**

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

## **Conclusion of the Letting/Contract termination**

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 will be charged.

## **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.

## **Damage, Loss or Injury**

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. The hirer "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event", and liability insurance is therefore recommended. A risk assessment must be conducted for each hiring/ activity.

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 £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

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.

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.

## **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. Equipment must either 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.

## **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, Smoking, Drink and Drugs**

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. The school does not hold a liquor licence and therefore no alcohol is to be consumed on the school premises. All litter must be placed in the bins provided. No intoxicants/unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises is a non-smoking area, and smoking is not permitted.

## **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Head Teacher. 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.

Use of light or fixed catering/cleaning equipment is limited, and the hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc. or render the equipment inoperable causing service delivery disruption the following day.

## **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.

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer will inform the caretaker by telephone or in person that the premises are ready to be vacated but should not leave until the caretaker is on the premises. 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 at the double gates at the front of the school. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **Leaving of Premises/Trips/Transportation of Young People**

The Hirer must make arrangements for uncollected children and any permission from parents on arrangements for being taken off premises (and emergency contacts). The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult:child ratios and supervision arrangements.

Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school may wish to monitor the effectiveness of arrangements. Risk assessments must also be completed by the Hirer when taking young people off the premises and transporting them between premises. The Hirer is responsible for ensuring that young people normal means of travel are effective, after school hours, eg. valid bus passes.

## **Promotional Literature/Newsletters**

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

## **Responsibility of Hirer**

The Hirer will:-

- Ensure Public Liability Insurance has been arranged for all activities
- Complete risk assessments, for both lettings and activities out of the premises
- Ensure adequate supervision, ratios and up to date and adequate recruitment and vetting checks, and ensure arrangements to liaise with the school on these matters where appropriate
- Take responsibility for tidying up, reporting and paying for damages, switching off electrical items
- Make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access
- Read policies given to hirer and follow procedures accordingly, (to include Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety)
- Ensure the insurance and quality of additional resources brought in
- Take into consideration Disability Equality
- Establish register of emergency contacts
- Notify the school of any changes in role, staffing, responsibilities, absence etc.
- Inform the school of any car parking requirements
- Encouraging all hirers wherever possible to obtain pre-payment for small value services
- Conduct a risk assessment for each hiring/ activity

### Basis for lettings costs

|                                    |                         |   |
|------------------------------------|-------------------------|---|
| <b>Caretakers costs</b>            | £15.73 (hourly rate)    | Minimum of 2 hours per letting, weekend lettings charged at 1.5 times hourly rate |
| <b>Additional cleaning</b>         | £12.15 per hour         | If needed on top of caretaker   |
| <b>Water (inc. use of toilets)</b> | £2.00                   | flat charge per session   |
| <b>Heating &amp; Lighting</b>      | 85p per hour / per room | Gym & Hall classed as 3 rooms   |
| <b>Wear &amp; Tear</b>             | £1                      | flat charge per session   |
| <b>VAT</b>                         | 20%                     | Required on certain lettings by law   |
| <b>Insurance</b>                   | 10%                     | Of total cost of letting  |

| <b>Period</b>       | <b>Cost</b> |
|---------------------|-------------|
| Hourly Rate         | £40         |
| Half day (3 hours)  | £60         |
| Whole day (6 hours) | £80         |



