

# Lettings Policy 2021

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| <b>FREQUENCY OF REVIEW:</b> | <b>Every Two Years</b>                                   |
| <b>COMMITTEE:</b>           | <b>Resources Committee</b>                               |
| <b>RATIFICATION DATE:</b>   | <b>September 2021</b>                                    |
| <b>RATIFIED BY:</b>         | <b>Resources Committee</b>                               |
| <b>DATE OF NEXT REVIEW:</b> | <b>Autumn 2023<br/>unless there is a material change</b> |

Signed \_\_\_\_\_ Chair of Resources Committee

Dated \_\_\_\_\_

Signed \_\_\_\_\_ CEO

Dated \_\_\_\_\_

## **Introduction**

TrustEd Schools' Partnership has a range of buildings and facilities which, when not in use by its schools, can be considered for hire by the wider community and outside organisations.

Each school's Governing Board ('the LGB') controls the use of the school premises both during and outside school hours.

Through a structured Lettings Programme each School will be able to: -

- (a) make full and cost-effective use of its premises
- (b) make the facilities of the school available to the wider community
- (c) enhance the standing of the school by allowing access to people who would not normally visit the school
- (d) generate additional income

The Board of Trustees regards the schools within TrustEd Schools' Partnership as a community asset and, as such, agrees to make every reasonable effort to facilitate their use by the community.

## **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. It must be concordant with the schools ethos and operate in a ways that positively supports the school.

The overriding aim of the Board of Trustees is however to support the school in providing the best possible education for its pupils. For a school to be deemed a community school, all non-school activities must be under the control of the Board of Trustees.

The responsibility for the strategic delivery of community services in and around schools lies with the Board of Trustees with day to day management decisions made by the LGB of each school and direct on-site responsibilities lie with the Headteacher or appropriately appointed officer.

1. The School premises will be made available to the wider community at reasonable charges. The specific charge levied for each letting will be reviewed no less than annually by the LGB. This review will take place during the Autumn Term when any changes to support staff pay scales (and hence staffing costs associated with lettings) are published, and at least annually. Current charges will be provided in advance of any letting being agreed.
2. The LGB will allow the Executive Headteacher, Headteacher (or other responsible person with delegated authority) discretion in agreeing reduced rates for some community access, particularly to enable use of the facilities by youth groups.
3. In agreeing a programme of lettings, the school will give priority to out of school activities and functions (e.g. Parents Evenings, plays, concerts, etc) and functions and events organised by the school. There will be no charge made to the school users for such functions.
4. Premises lettings will be accepted from bona fide educational, sporting, charities and community clubs or associations at the agreed hourly rate for the facilities booked (see

note 1 above). The availability and charging for use of toilets and changing facilities will be at the discretion of each school.

5. The timing of lettings to outside bodies will be at the discretion of each school.

6. Headteachers or an other responsible person will ensure those undertaking lettings are aware of their safeguarding, Health and Safety, Covid and other expectations in advance of bookings and that failure to meet these standards is likely to lead to termination of letting.

### **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the LGB's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. school administrator, caretaker or 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 request for a letting is appropriate or not, s/he will consult with the Chair of the LGB or relevant Trust Officer.

### **Administration Process/Booking Process**

Organisations seeking to hire the school premises should approach the school office who will identify their requirements and clarify the facilities available. A Lettings Application Form should be completed at this stage (Appendix A.)

The LGB 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 LGB, 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 along with any other expectations (eg: Covid compliance documents)

The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the LGB'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 bank account, in order to offset the costs of administration, staffing, etc (which are funded from the school's budget). Income and expenditure associated with lettings will be regularly monitored and reported to the LGB or relevant committee.

Each school will be responsible for their own administration process regarding the booking and oversight of each letting, the local Headteacher must ensure an appropriate system is in place.

All applicants will need to agree and sign (Appendix A) Application for Hire of School Premises Form which contains the terms and conditions of hire.

## **Charges and Payments**

The LGB is responsible for setting charges for the letting of the school premises. A charge should be levied in order to cover the following:

- a. Cost of services (heating and lighting);
- b. Cost of staffing (additional security, caretaking and cleaning) including 'on-costs';
- c. Cost of administration;
- d. Cost of 'wear and tear';
- e. Cost of use or school equipment, if applicable; and
- f. Profit element (if appropriate).

As already stated, the hourly hire charging rates for the defined premises available for letting will be set and reviewed periodically by the LGB of each school (see Appendix B.)

The office administrator in each school will be responsible for issuing invoices and monitoring the collection of payments from hirers.

Each letting must be individually reviewed by the school to determine the application of VAT rules.

Schools should seek payment in advance in order to reduce any possible bad debts, however, will have discretion to create local rules for advance payment but the maximum period allowable is 4 weeks (one month) in arrears.

All hirers will be required to settle their account within 30 days of invoice date. Where payment has not been received within these credit terms, the school should consider stopping any future lettings, until any outstanding debts have been cleared.

## **VAT**

Currently the Trust is not VAT registered however, if the Trust becomes VAT registered then VAT may be added to lettings charges, as appropriate.

## **Monitoring Arrangements**

The school's responsible officer will be responsible for the day to day monitoring of lettings to ensure that hirers comply with the school's conditions of hire and do not cause any damage or disruption to the school facilities.

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

Hirers should obtain their own public liability insurance which covers the proposed activities and must provide a copy of the certificate to the school.

Groups or organisations using the school may be liable for claims, to insure against such claims they need public liability insurance to a minimum of £5 million. The school will require all groups using the facilities to produce evidence of such insurance.

If a hirer does not have public liability insurance this should be notified to the school. The school must contact the Trust Director of Finance and Business who in turn will seek guidance from the DfE Risk Protection Arrangements Body (RPA) Agency.

Hirers must provide a copy of all relevant risk assessments, which cover the proposed activities and any other specific area such as Covid regulations, to the school in advance of the letting.

### **Temporary Event Notices**

Shows put on by, for example amateur arts groups, within the school premises may require a temporary event notice and consultation should take place with the school and Council's Licensing Section regarding such things as

- Number of people present / capacity of the venue
- Type of seating
- Marking of emergency exits
- Provision of emergency lighting

Contact should be made with the Council who will advise on planning any event and the specific requirements thereof.

### **Security**

The Trustees will not normally insist upon continuous caretaking presence. However, they reserve the right and delegate power to the Executive Headteacher / Headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

### **Terms and Conditions for Lettings**

Terms and conditions for lettings are issued to all hirers before the letting takes place, and hirers must sign to confirm their agreement to comply with these (Appendix A).

Note: Schools may add to this Appendix with any school based expectations.

**LETTINGS APPLICATION FORM**

**Application for Hire of ..... School Premises**

Details of Hirer Name of Organisation: \_\_\_\_\_

Name of Responsible Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

Contact Phone Number(s): \_\_\_\_\_

\_\_\_\_\_

**Terms and Conditions of Hire**

- a) The period of hire, as specified on the Lettings Application Form, is a contract to hire the facilities for the duration as specified and full payment of the appropriate charges must be paid. Failure to pay for the complete hire period may result in full payment being legally pursued.
- b) The school reserves the right to cancel the letting with immediate notice.
- c) We require a minimum of 48 hours' notice for any cancellation or amendment of a booking made by the hirer. Failure to receive the required notice period may result in the full charge being made to the hirer
- d) All electrical items must be fully PAT tested before use within the school premises. Proof of this must be made available or the school can arrange for this to be undertaken but will be subject to a fee.
- e) The premises will be left clean and in good order and vacated not later than the time booked.
- f) School furniture and fittings may not be moved, nor any floors treated by hirers without the express permission of the school.
- g) Except for fixed apparatus and equipment, e.g. goal posts, prior permission is required before any other apparatus and equipment belonging to the school can be used. Should the hirer use any of the school equipment, they are responsible for checking the safety of the equipment. Any faults/defect identified should be reported immediately to a member of the school site team, who will arrange for the repair of the equipment and/or take the equipment out of use.
- h) The hirer shall pay to the school all costs of repair or replacement resulting from any loss or damage to land, buildings, fixtures and equipment arising from the hiring, or excessive cleaning being required as a result of the hire.
- i) The hirer must not sub-let to another party.
- j) No intoxicating liquor will be brought on to, or consumed on the school premises
- k) Smoking is NOT allowed anywhere on the site.**

- l) The hirer must ensure that their letting does not cause any disturbance or inconvenience to the neighbourhood or interfere with other lettings in other parts of the school building.
- m) The parking of motor vehicles on school premises by hirers, is permitted, providing appropriate space is available within the school grounds. It should be stressed that persons bringing vehicles onto the school's premises do so at their own risk.
- n) If you intend to broadcast music during your letting, please be aware that a Phonographic Performance Licence may be necessary. Please consult [www.cla.co.uk](http://www.cla.co.uk) for further information.
- o) Hirers will have exclusive access only to the room(s) let to them including, where it is practicable, the use of a cloakroom and WC accommodation.
- p) The hirer must comply with any other regulations or conduct requested by the school (eg: temporary Covid measures, behaviour code for pupils)
- q) The school reserves the right to revoke without notice any contract for the hire of school premises

**Fire Evacuation / First Aid**

The hirer will ensure that all members of their group will be made aware that if the fire alarm sounds, they must evacuate immediately via the nearest possible exit and are responsible for ensuring arrangements are in place for all individuals to vacate the building in such an event and that they are accounted for.

In the event of a Fire Alarm the below named individual will be responsible for ensuring that each member of their group leaves the building immediately via the nearest possible fire exit.

|                      |  |
|----------------------|--|
| Nominated Individual |  |
|----------------------|--|

**Child Protection / Safeguarding**

**SECTION A**

The school is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

Will your booking/ club/ organisation/ letting involve supervising children under the age of 18? YES/NO

**SECTION B**

I fully understand that if the club/organisation/event involves working with children under the age of 18, all the following MUST apply:

- 1) A designated Child Protection Officer for the letting will be in place. Please detail below:

|                   |
|-------------------|
| Full Name:        |
| Telephone Number: |
| Address:          |

2) A written policy and procedure for safeguarding all children is in place & also confirm that the policy has been communicated to all staff/workers & volunteers (involved adults).

3) I understand that it is my responsibility, as the designated hirer, to ensure that all relevant staff/ workers and volunteers (involved adults) are adequately trained in adhering to the policy and procedure for safeguarding and promoting the welfare of children.

4) I understand that all staff have relevant DBS disclosure at an appropriate level (as defined by the Criminal Records Bureau) and I also understand that I, as a hirer, have arrangements in place for checks and renewals to take place as and when required.

***If you have not confirmed the above section as detailed above, your letting will not be permitted. However, this does not prevent you from making a provisional booking subject to all safeguarding policies and procedures being in place. This must be confirmed by resubmitting this form. Failure to comply with this will result in immediate cancellation of the booking.***

***Section 11 of the Children Act 2004 places a legal responsibility on organisations to ensure that children and young people are safeguarded.***

**Public Liability Insurance**

I confirm that the organisation has public liability insurance that this event: YES / NO

|                        |              |            |
|------------------------|--------------|------------|
| <b>Name of Insurer</b> |              |            |
| <b>Policy Number</b>   |              |            |
| <b>Valid Dates</b>     | <b>From:</b> | <b>To:</b> |

**Note: A copy of your insurance certificate must be attached to this form.**

**Pre-recorded Music**

I can confirm that the use of the premises will not include the playing of pre-recorded music: YES/NO ***NB: If you have answered 'NO' you will be required to provide a copy of the Phonographic Performance Licence to authorise the usage of pre-recorded music before this letting can be approved.***

**Any Additional Requests:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Letting Agreed on behalf of the Governors by:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: Headteacher/Trust Director of Finance and Business \* delete as appropriate



**School Name,**

**School Address:**

**Telephone Number:**

**LETTINGS CHARGES with effect from Autumn Term 2021:**

| Area / | Weekday<br>Single Hourly Rate £ | Weekend<br>Single Hourly Rate £ |
|--------|---------------------------------|---------------------------------|
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**Caretaking outside core time charged at: -**

**Monday – Friday after 9.00 pm Per hour/Part of hour - £**

**Saturday/Sunday/Bank Holidays Per hour/Part of hour - £**

**Cancellation charges will be levied if caretaking and cleaning costs are incurred.**

**Cancellations must be notified by 9.30 am on the day of hire and 12.00 noon Friday for weekends.**

**A cleaning charge will be imposed if the premises are not left in a suitable condition.**

**The School is a No Smoking site**