

# *Weston Park Primary School*



## Lettings Policy

Date of last review: April 2019

Date of next review: April 2020

## **Aim**

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 students, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's budget (which is provided for the education of its students) 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.

## **Conditions of Hire**

The Governing Body has agreed standard conditions for hire, these terms are found in Appendix 2 of this Policy. The Hirer must read and agree to abide by these conditions of hire prior to the use of our school facilities.

## **General**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons:

1. Head teacher
2. School Business Manager

## **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. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students 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 budget.

## **Charges for a Letting**

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 staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;

- Cost of services (heating and lighting);
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).
- The purpose for which a letting is arranged.

The specific charge levied will be reviewed annually by the Governing Body for implementation from the beginning of the next financial year. Current charges will be provided in advance of any letting being agreed. Charges are available on request

### **Minimum charges and deposits**

The minimum hire period will be one and a half (1 1/2) hours, which includes half an hour for arrival and departure. The governors reserve 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 the incurring of additional cost for cleaning, caretaking or other expenses.

### **Payment methods**

The governors are mindful of their responsibilities in safeguarding the school from bad debt; therefore payment at the time of booking is the norm (different payment may be mutually agreed with regular users). The school will issue an invoice for any hire and where possible, would prefer payment by direct bank transfer. Cheques or cash are also acceptable, in all cases where cash or cheques are paid then an official receipt must be issued.

### **Variations**

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor did to deviate from the governors publish charging policy.

### **VAT**

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

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

The Head teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility to other members of staff, 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, he must consult with the Chair of Governors.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Head teacher (or designated member of staff), who will identify their requirements and clarify the facilities available. An application form (Appendix 1) should be completed at this stage.

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. 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 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, 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.

### **Review of Policy**

The governors will review the policy each year and the scale of hire charges for the forthcoming year will also be reviewed and updated.

**Appendix One**

<b>Application to Hire Facilities at Weston Park Primary School</b>			
<i>Please return this completed form together with the signed and dated Conditions of Hire to the School Finance Department.</i>			
<b>Name of Hirer</b>			
<b>Contact of Hirer</b>			
<b>Address of Hirer</b>			
<b>Telephone Number</b>			
<b>Nominated Person Supervising Let</b>			
<b>Contact Number</b>			
<b>Emergency Contact Name</b>			
<b>Emergency Contact Number</b>			
<b>Purpose of Hire</b>			
<b>Start Date</b>		<b>End Date</b>	
<b>Start Time</b>		<b>End Time</b>	
<b>Dates NOT required</b>			
<b>Space to Hire</b>	<b>Rate per Hour</b>	<b>No. of hours</b>	<b>Charge for session</b>
<b>Declaration (to be completed by the Hirer)</b>			
<ul style="list-style-type: none"> <li>➤ <i>I am over 18 years of age.</i></li> <li>➤ <i>I have read the Conditions of Hire and agree to abide by them.</i></li> <li>➤ <i>I understand that the school is a non-smoking establishment.</i></li> <li>➤ <i>I confirm that insurance arrangements are in place in accordance with clause 3 of our Conditions of Hire. A copy will be supplied to the Academy prior to the letting taking place.</i></li> <li>➤ <i>I confirm that any responsible individual has a full DBS clearance (if the letting involves children).</i></li> <li>➤ <i>I confirm that all licenses that may be required for the activities during the Period of Hire have been obtained / have been applied for / will be applied for before the date of first applicable use.</i></li> <li>➤ <i>Evidence of all licenses required will be supplied prior to the letting taking place.</i></li> <li>➤ <i>I agree to indemnify the Academy for any loss arising out of a breach of this agreement.</i></li> </ul>			
<b>Signed (Hirer)</b>		<b>Print Name</b>	
<b>Position</b>		<b>Date</b>	
<b>To be completed by the Academy</b>			
<b>Sight of Public Liability Insurance</b>	Yes/No		

<b>Policy Number</b>		<b>Sum Insured</b>		<b>Expiry Date</b>	
<b>Authorised By</b>					
<b>Total Net Cost</b>					
<b>VAT (if applicable)</b>					
<b>Method of payment</b>					

## Appendix Two

### Conditions of Hire

In these conditions the following expressions have the meanings respectively assigned to them:

- a) 'Academy' means Weston Park Primary School
  - b) 'The Hirer' means the person or organisation applying for the hire of premises
  - c) 'Period of Hire' means the period during which, under the contract for hire of premises, The Hirer is entitled to use the premises
1. The use of premises has to be restricted to the use and accommodation specified in the hire agreement. The hirer should take all precautions to prevent any damage. Appropriate sports and general footwear shall be used. Footwear deemed likely to cause damage will not be permitted. The Hirer is required to pay for any breakages, losses or damage to property arising from the letting.
  2. A nominated Representative of the Academy must be given free access to the hired premises for the purpose of inspection. The Academy also reserves the right to cancel any letting in which case a proportion of the charges will become refundable.
  3. The Hirer shall have Third Party (Public Liability) insurance within a minimum indemnity limit of one million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises. The Hirer shall produce confirmation of this insurance to the Academy.  
The Academy will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Academy.
  4. The sub-letting or sharing of the premises is prohibited.
  5. Public Safety:
    - a. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
    - b. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. Consideration should be given to local residents and events should be marshalled to ensure no access is allowed to any areas of the Academy, other than those hired.
    - c. The Hirer is responsible for ensuring that all personnel attending an event are familiar with the Academy's Emergency Evacuation procedure (available from the Academy). An Evacuation Marshal should be nominated and an accurate head count taken for all events. The Hirer should ensure that they have made specific arrangements for the evacuation of anyone with disabilities to the fire refuge point.
    - d. All accidents and near misses are to be reported to the Academy.
  6. The charge for lettings includes the use of furniture only within the room. In the event of The Hirer requiring additional furniture a separate charge may be made according to the circumstances. Use of decorations should be agreed in advance with the Academy.
  7. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The Academy can advise.
  8. No items may be stored on the premises outside of the hire period without the prior agreement of the Academy. The Academy will accept no liability for items stored on the premises, whether with or without prior agreement.
  9. Licences are generally required for public entertainment, stage performances, musicals, bingo, etc.

The Hirer should ascertain whether or not a licence is required for these users, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence.

10. In no circumstances shall alcoholic drinks be made available without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to ensure that an appropriate licence is obtained from the local magistrates court. Details of the licence for the sale to the public of intoxicating liquor will need to be available for inspection. The Hirer will also need to provide:
  - a. Staff training records in respect of the sale of intoxicating liquor
  - b. The premises / refusals / log book should be available for inspection
  - c. A 'DPS' authorisation sheet should be available for inspection
11. The Academy takes no responsibility for First Aid provision. The Hirer is recommended to provide their own First Aid cover at events.
12. The Academy adheres to government legislation and is a non-smoking environment. The Hirer must adhere to these regulations and is not allowed to smoke within the Academy building or its surrounding grounds.
13. The Hirer will not have access to a public telephone.
14. No food or drink is allowed on the premises unless previously agreed with the Academy. Where agreed, The Hirer is responsible for ensuring that government Health & Safety standards are met for storage of food and evidence of relevant food hygiene certificates should be supplied where the use of caterers / own catering has been agreed.
15. All premises must be left litter free and fit for the main purpose of teaching and learning. Any additional cleaning costs must be met by The Hirer.
16. The standard opening hours for the Academy are Monday to Friday, 07:30 to 18:00. Outside of these hours the site is alarmed. Unless the out of hours access to the site has been previously agreed with the Academy, The Hirer is responsible to pay any call out charges in response to the alarms being triggered.
17. Nothing in this agreement shall create a tenancy
18. Electrical items belonging to the Academy should not be altered or interfered with. No electrical fittings should be installed without seeking permission first.
19. All bookings are subject to cancellation in the event that the Academy needs the facility. We will give a minimum of two weeks' notice and possibly more where possible. Appropriate alternatives will be offered, or a proportion of charges will be refunded. There is a four week cancellation period to cancel for external bookings. Refunds are only applicable when the facility is not useable due to bad weather and we will give as much prior warning as possible.
20. A deposit of £50.00 may be required to secure this booking.

Declaration by the Hirer:

- I am over 18 years of age.
- I have read the conditions above and agree to abide by them.
- I confirm that any responsible individual has a full DBS clearance if the letting involves mainly children.
- I confirm that insurance arrangements are in place in accordance with clause 3 above.
- I confirm that all licenses that may be required for the activities during the Period of Hire have been obtained / have been applied for / will be applied for before the date of first applicable use.
- I agree to indemnify the Academy for any loss arising out of a breach of this agreement.

Signed \_\_\_\_\_ (The Hirer)

Name \_\_\_\_\_ (The Hirer)

Dated \_\_\_\_\_

Signed \_\_\_\_\_ (The Academy)

Dated \_\_\_\_\_

Signed Chair of *Governing Body*:

Date:

Signed Headteacher:

Date: