



*Eastland Primary School*

## Lettings Policy – Hiring of School Premises Out Of School Hours

Date	Review Date	Coordinator	Nominated Governor
<b>Last Reviewed</b>	<b>Mar 2020</b>	<b>School Business Manager</b>	<b>Chair of FPP</b>
<b>March 2019</b>	<b>(<u>annual/biannual/triennial</u>)</b>	<b>Website publication <u>Yes /No</u></b>	<b>Committee FGB/<u>FPP</u>/C&amp;S</b>

### 1.0 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, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Whilst all uses of the accommodation will be considered the Governors retain the right to refuse an application for hire, without having to state reasons.

### 2.0 Definition of a letting

A letting may be defined as:

‘Any use of the school buildings and grounds by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation ( such as the local branch of ‘Slimming World ’)’.

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

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the EPSA
- EPSA organised events

### **3.0 Priority for lettings:**

The Governing Body is mindful of the needs in the local area. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community.
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups

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

### **4.0 Types of Lettings:**

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

- 1) School lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- 2) Community lettings for other community activities which should be made on the basis of full cost recovery
- 3) Commercial lettings will be charged on a cost plus an income margin for the school

The Governors authorise/delegate the responsibility for agreeing all applications for hiring of school premises that fall within the first two categories to the school/Head teacher. All applications in category 3 will be referred to the Governing body before approval.

### **5.0 Charges:**

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use at the end of this policy. The scale of the charges will be reviewed annually by the governing body for implementation from the beginning of the school year, with effect from 1<sup>st</sup> September of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head teacher is empowered to determine to which group any

particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings or block bookings, as they deem appropriate subject to a minimum charge of £5. The basis of charging will be determined by the purpose for which a letting is arranged.

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 Terms and Conditions of use.

## **6.0 Letting times, available facilities and equipment:**

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

Weekdays hours:

Hall 8.00am – 8.45am

School grounds 8.00am – 8.45am and 3.30pm – 12.00 midnight

Hall and kitchen 3.30pm – 12.00 midnight

Weekends hours: 8.00am – 12.00 midnight

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

## **7.0 Conduct of Users:**

The terms and conditions laid down by the Local Education Authority have been adopted by the Governors and apply in all cases and in which the following conditions are also met:

- The hirers must provide evidence that they maintain public liability insurance cover or pay an additional sum in order to be covered by the policy maintained by the LEA on behalf of hirers. The sum is determined annually and is based on the cost of the premium to the authority. The policy will not be available to all hirers, please refer to the declaration on the reverse of the hiring application Form A.
- The school and grounds are designated non-smoking areas.
- The accommodation and the hours of hire submitted on the application Form A and agreed by the school must be adhered to or extra costs will be incurred.
- Car parking is only allowed in designated parking areas. Additional parking may be allowed by express permission of the Governors.
- All users of the school premises are required to follow all Fire and Health and Safety guidelines and procedures.
- All accidents on school premises must be reported to the school office at the earliest opportunity. An accident report form is required to be completed.

Some activities require specific licences i.e. gambling and entertainment. Hirers are responsible for contacting the relevant licensing authority to obtain advice and the specific requirements thereof.

## **8.0 Security:**

The Head teacher 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.

## **9.0 Management of Lettings:**

The Governing Body has delegated day-to-day responsibility for lettings to the Head teacher in accordance with the Governing Body's policy. Where appropriate, the Head teacher 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.

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.

## **10.0 Considering applications for lettings:**

Organisations seeking to hire the school premises should approach the Head teacher. Details of charges and conditions of use should be given or referred to.

An application form (Form A) should be completed at this stage. A record of all enquiries should be kept on file.

The Head teacher 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 the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **11.0 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 terms and conditions and the Lettings 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.

All hirers will be supplied with a copy of Warwickshire County Council's Policy Terms and Conditions of Hire of School Premises Out of School Hours. This document shall be deemed to be included in and form part of the hiring agreement.

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 a deposit of £50 to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's 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.

**Charges for single or regular hiring's of either the school hall or grounds weekdays and weekends, termtime and holidays:**

**BAND A:** £15.00 for the first hour, £15.00 for each additional hour or part there of

**BAND B:** £10.00 for the first hour and £8.00 for each additional hour or part there of

**BAND C:** No charge

**BAND A:**

Adults, clubs and organisations who have no connection with either the school or community, e.g. Aerobics clubs, Health and Beauty, Badminton Clubs, Choirs etc.

**BAND B:**

Clubs and organisations who are community based, and recognised as playing an important role in the life of the community, e.g. Church groups, Brownies, Youth Groups

**BAND C:**

Events and clubs run by the school which are free of charge. Fundraising activities for the school to include all functions organised by the EPSA

**Use of chairs is charged at a flat fee of £30.00 in addition to the lettings fees above**

**Charges for regular lettings of either the school hall or grounds for before and after school clubs.**

**Charges for clubs run by outside agencies that make a charge, not managed by the school, but for the benefit of the children at the school.**

Such clubs must provide evidence of their own insurance, risk assessment, course outline, admin and DBS check.

Charges are to cover utilities i.e. heating, cleaning and minimal admin.

10% of gross income subject to a minimum fee of £3.00 per session.

The club must provide SBM with registers so that charges can be calculated.

**Charges for clubs managed by the school, run by non teaching staff, that makes a charge, for the benefit of the children at the school**

Such clubs use the school's insurance, and are risk managed by the school.

Charges are to cover utilities i.e. heating, cleaning, admin and insurance.

10% of gross income for hire  
5% of gross income for insurance  
Subject to a minimum fee of £5.00 per session

**Charges for clubs managed by the school and run by school staff that do or do not make a charge, for the benefit of the children at the school. Any charges made go to school fund.**

No charge

Any charges will be invoiced monthly

**The Governing Body may be prepared to negotiate other hire costs if block bookings are made for a term or more.**

## **12 Appeals Procedure**

If a hirer has a letting rejected or agreement withdrawn they have the right to appeal to the Governing Body.

The appeal must be made in writing and will be presented at the next meeting of the Full Governing Body.

The hirer will be informed of any action or decision taken by the Governing Body.

The decision of the Governing Body is final.