

Letting of School Premises Policy



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LETTING OF SCHOOL PREMISES POLICY



The Governing Body of **West Acton Primary School** recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community purposes which align with the schools values and ethos. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated Budget, which is provided for the education of its pupils, must 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 schools budget.

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".

Possible activities may include:

- Cultural and sporting activities
- Adult and lifelong learning
- Youth services
- Health care and social services
- Community groups
- Supplementary schools
- Faith groups
- Other services for children, young people and their families

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

Use of the premises for activities such as staff meetings, PTA meetings, Governing Body meetings and extra-curricular activities of pupils 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 delegated budget.

Commercial lettings will be considered if they are:

- Intended to raise funds for the school (e.g. allowing the school playground to be used for car-parking or a regular car-boot sale/market, or letting the school hall for weddings). In setting charges for commercial lettings schools may wish to investigate costs set by other local premises (e.g. church halls, tenant community halls) to gauge the competitiveness of the proposed charge
- Community Lettings e.g. those which provide benefit to the local community in some way will be charged at cost or slightly above cost.

School Subsidised Lettings

- Under exceptional circumstances, they may be funded from the School's delegated budget, if it can be shown that such a letting directly supports the educational aims of the school and benefits its pupils. The school may also consider offering free use of the premises to an

organisation in recompense for a service being directly provided to the school e.g. a football club which offers coaching to the school's pupils in return for being allowed to use the school's sports hall.

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 services (heating and lighting);
- Cost of staffing (caretaking and cleaning)
- Cost of administration;
- Cost of wear and tear
- Cost of use of school equipment(if applicable)
- Cost of any damage caused by the hirer;

Where there are multiple lettings taking place at the same time, the costs for the services and staffing will normally be shared between the organisations involved.

The scale of charges shall be reviewed annually. On agreeing to a let, the hirer will be charged 25% of the hire fee in advance and a deposit of £100 will be held until successful completion of the let and all invoices are paid. Longer term lettings once established can be set-up on an on-going invoice basis.

When the school is being used for election purposes a let form will still need to be completed. Currently London Borough of Ealing will reimburse the school with a payment to cover utility costs.

VAT

Vat is normally chargeable only on lettings of sports facilities. VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The Head Teacher and the School Business Manager are responsible for the management of lettings, in accordance with the Governing Body policy.

If there are any concerns about whether a particular request for a letting is appropriate or not, these concerns will be referred to the Chair of the Resources Committee.

The Administrative Process

Organisations seeking to hire the school premises should approach either the Head Teacher or the Business Manager, who will identify their requirements and clarify the facilities available.

All applications will be considered on their merits, taking into considerations the suitability of the activity. Requests for letting must be made at least one month prior to the commencement of the letting.

The Governing Body reserves the right to:

- Refuse applications without giving a reason
- Terminate any activity not properly conducted
- Review Letting fees annually

Once a letting has been approved, a letter of confirmation will be sent to the hirer by the Head teacher or Business Manager, setting out full details of the letting and enclosing an application form for the contract stating Terms and Conditions.

A signed copy will be kept in the school file and a copy presented to the hirer.

A letting will not take place until the signed agreement has been returned to the school. The person or organisation 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. This avoids any risk that the letting might be hired to be a business tenancy, which would give the hirer security of tenure.

Payments

All lettings fees received by the school will be paid into the school's bank account, in order to offset the costs of services, staffing (which are funded from the main delegated budget). No monies will be paid to the Caretaker/ Cleaners in respect of the letting directly by the Hirer.

Safeguarding

The Governing Body controls the use of the school premises both during and outside of school hours. The Safeguarding Children and Safer Recruitment in Education 2007 guidance states the following in relation to activities or services provided on a school site by an external organisation:

"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" (section 2.26)

The Governing Body is responsible for making sure that there are systems in place to ensure the safety of children and other people on the school site out of school hours. Therefore, the Governing Body will require proof from any organisation seeking to use the premises that it is able to comply fully with the school's policies on child protection and safeguarding. This may include evidence that staff are qualified in first aid and that the organisation has undertaken the necessary checks on the suitability of its staff or volunteers to work with children.

Prior to any letting, the hirer should provide the following information for each member of staff or volunteer that will be present on the school site during the letting period:

- Name
- DBS reference number
- Issue date of disclosure

School staff will check the identity of all staff and volunteers the first time an organisation leases the school site. The school will undertake open source checks of any external organisation during the month prior to the letting.

The Site manager and Caretaker will be WRAP trained.

Terms and Conditions For the Hire of the School Premises

All Terms and Conditions set out below and in the lettings agreement 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.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background, or for any purpose not aligned with the school’s values and ethos. 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.

Any adults working with the school’s pupils (for example, after school sports club) must be appropriately qualified. Sports coaches must follow the Local Authority’s guideline for working in schools.

Priority of use

Priority will be given to school functions, before any requests are confirmed.

Security

The Governing Body will ensure a member of school staff (Caretaker/ Site Manager) will be patrolling the premises throughout the duration of the letting. This cost will be included in the charge of the letting. Keys will not be passed to any other person without direct permission of the Governing Body of the school.

Use of Facilities

1. The Hirer will be responsible for the proper use of the school facilities (special equipment is not generally available; such as: projectors, LCD screens, cookers), and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings, or school equipment. The hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users’ safety when using equipment are the responsibility of the hirer. This includes, for example, the provision of information and training in the use of equipment. In all cases, the hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
2. All mains powered electrical equipment brought by the hirer onto the school site MUST comply with the code of practise for portable electrical equipment with evidence of safety checks from a qualified electrical engineer.
3. It is the Hirer’s responsibility to ensure that they complete their own risk assessment, and provide a copy to the school.
4. The Hirer should acquaint themselves with the Fire and Safety regulations procedures relating to the area of the premises in use. It is the responsibility of the Hirer to provide First Aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedures.
5. Fire Exits must not be blocked or locked. These should be kept CLEAR at all times.

6. The Hirer must use only that area of the building hired and must observe any instruction given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
7. Access to the school's toilet facilities is included as part of the hire agreement.
8. The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.
9. The Hirer warrants to the Governing Body that it has appropriate Public Liability Insurance to cover all its legal liabilities. Ealing Council requirements are policy value to be £5,000,000.
10. The school reserves the right to levy an additional charge to cover:
 - Any additional cleaning that may be required after an event
 - The cost of repair of damage to the school fabric or equipment
 - The cost of replacement of any items of school equipment uneconomical to repair
11. For security reasons, the Hirer will not have access to the school telephone. Hirer is urged to consider acquiring a mobile telephone for use in emergency.
12. Approval has to be required by the Governing Body if alcohol is to be sold or consumed on the premises. The selling of alcohol requires a licence.
13. Smoking is not permitted anywhere on the school site.
14. No open fires/ flames are allowed anywhere on the school site.
15. Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.
16. No combustible materials are to be used within the school, except with the express approval of the Governing Body.
17. 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.

Cancellations

- **By the Hirer**

Cancellations should be made in writing as soon as possible and at least 24 hours before the proposed letting. Deposits are non-refundable unless 14 days' notice of cancellation is given. If notice is less than 1 week prior then the 25% advance payment for the booking will be retained as well.

- **By the School**

If the school finds it necessary to cancel a booking, we will give as much notice as possible, and at least 24 hours' notice will be given, unless there are extenuating circumstances. In this case all monies will be refunded.

Review

The policy will usually be reviewed during the Summer Term each year.