



Lettings Policy

Date adopted	October 2016	Owner	School Business Manager
Last reviewed	September 2018	Review cycle	Annual

It is the wish of the Governors that the maximum use of the facilities of the schools, outside normal working hours, should be made available to the widest possible extent to approved public and private bodies and organisations. The following Policy is in accordance with the advice given in the SCC Finance Manual. This policy does not override any Terms of Condition Agreement (TOCA) that the school holds with any third party. Any changes made to this policy through the normal review cycle will be implemented no later than the 1st January following review.

Order of priority for use out of normal school hours

1. School functions
2. Polling
3. Registered Youth Organisations and Surrey Music Centre
4. Extended use for Community under the provision of the 2002 Act
5. All other uses approved by the Governors

Charges

The advisory charges used for bookings are set out in Appendix A. There are different charges according to the type of user. These charges are in line with Surrey guidelines. The charges will be reviewed annually in the autumn term, to be implemented from the following autumn term. Applications for hire should be made on form ED110, available from the School Office and attached as Appendix B. The charges to be applied will be outlined in the Lettings Agreement form provided (FIN566). This will be provided once a completed ED110 is submitted.

Insurance

Public Liability Insurance of £5,000,000 is required and evidence is to be seen by the School Business Manager or their representative prior to any Letting. Alternatively a surcharge of 15% of the cost of the Let will be levied to cover the cost of the County's insurance. Governors using school premises for educational activities, including fundraising, and both formal and informal PTFA events will be covered by the County's Liability Policy.

Damage Deposit

A returnable deposit to cover the cost of accidental damage may be applied. This sum would be received and acknowledged at least seven days before expected use. Where damage is caused, costs of repair will be met by the hirer.

Refusal to Let and Restrictions of Access

The schools reserve the right to refuse a let. Users should have access only to the particular room or rooms hired to them as determined in the ED110. There are no circumstances in which the use of the main school kitchen will be authorised by the schools.

Intoxicating Liquor

No intoxicating liquor may be brought onto or consumed on school premises during or in connection with any letting except with the Executive/Deputy Head Teachers' approval. Where a licence for the sale of intoxicating liquor is necessary for a function, the responsibility of obtaining such a licence is solely the hirer's.

Fire Regulations

The hirers will be provided with a plan of the schools showing fire exits and assembly points and will be responsible for ensuring that the users of school facilities are aware of the action to be taken in the event of a fire.

VAT

VAT will be charged if applicable at the prevailing rate for short time hire but will not be charged on block bookings or for educational users.

Classes of Lettings

There are two different classes of Lettings: A and B. Class A lettings require the Site Manager to do additional work before and after the Letting but not during. Class B lettings require the presence of the Site Manager throughout the hire period.

General

The users will be expected to treat the facilities with respect and report any damage caused and any deficiencies, defects or losses. The hirers will be expected to leave the facilities and furnishings as they were found and to dispose of any litter. Designated toilet facilities will be available during every letting (not including commercial field hire).

Termination of Let

The school reserve the right to terminate a letting agreement.

APPENDIX A

Charges

The charges for letting consist of three elements: room hire, staffing costs (Class B) and an administration charge. The charges have all been adopted using Surrey guidelines. Where the hirer does not have their own insurance cover, the school will charge an insurance supplement of 15% of the cost of the let.

Room Hire (Class A Lettings)

Any let that benefits St. Martin's pupils, during term time, not including weekends is £10.00 per session

Commercial Lettings

- Classrooms £10 a classroom per hour and £70 per day (i.e. 8am until 6pm).
- Hall £25 per hall per hour and £125 per day (i.e. 8am until 6pm).
- School Field £15 per hour for use of the school field (additional charge for toilet facilities £10 per hour).
- Playground £10 per hour (additional charge for toilet facilities £10 per hour).
- Children's Centre £125 per day (weekend only. Full day hire only)
- Other Lettings Charges as agreed by the Governing Body.

Staffing costs

These will be nil if the letting occurs during normal school opening hours from 8am to 6pm Monday to Friday during term time (Class A). However, cleaning costs will be levied if and when appropriate. If Lettings occur outside of these hours then the Site Manager is entitled to overtime payments at time and a half to open and close the schools as well as 0.2 hours for opening the schools out of hours. This cost plus 10% to cover national insurance will be recharged to the lessee (Class B).

The hours to be paid are based on the number of rooms being let and the finishing time of the event as detailed in the table below.

		Hours to be paid	Rate	Total hours to be paid
Size	Hall/up to 4 classrooms	1.5	1.5	2.25
	5-11 classrooms	2.0	1.5	3.00
	12+ classrooms	2.5	1.5	3.75
Finish Times	Unsocial hours	1.0	0.2	0.20
	10.01-10.30	0.5	1.5	0.75
	10.31-11.00	1.0	1.5	1.50
	11.01-11.30	1.5	1.5	2.25
	11.31-12.00	2.0	1.5	3.00
	12.01-12.30	2.5	1.5	3.75
	>12.30	5.0	1.5	7.50

The Site Manager may only delegate their responsibilities for securing the site at the School Business Manager's discretion, in which case no staffing costs will be incurred.

Administration Charge

There will be an additional administration charge; the rate depends on who is letting the premises as follows

1. Charity 10% of total amount of letting charge
2. Community/commercial organisation 15%
3. Other functions – at the discretion of the Executive Head Teacher/Governors

Application for Use of School Premises

Form ED110



Please complete this form using **BLOCK CAPITALS**

School

St. Martin's C of E Voluntary Aided Schools

This application must be submitted to the school 21 days in advance for occasional use or one term in advance for regular usage.

Your Surname **Main telephone**

Your Forename(s) **Mobile**

Your Address

Name of Organisation

Will you be present during the letting period **Yes**

No

If no please tell us about the person responsible

Surname **Main telephone**

Forename(s) **Mobile**

Address

Please tick to show the type of attendance:

If d) or e) who will receive the takings?

a) Limited to members only

- b) Limited to members, parents and friends
- c) Open to the general public
- d) On payment of a charge
- e) By programme, to be paid for

What will you use accomodation for?

Please tick to show which of the following facilities you need, or state the number if necessary

Large Hall	<input type="checkbox"/>	Small Hall	<input type="checkbox"/>		
Showers	<input type="checkbox"/>	Football Pitch	<input type="checkbox"/>	Facilities for boiling water	<input type="checkbox"/>
Classrooms	<input type="checkbox"/>	Specialist room (specify)	<input type="checkbox"/>	<u>Kitchen (specify use)</u>	<input type="text"/>
Site Manager	<input type="checkbox"/>	Field	<input type="checkbox"/>		
Large playground	<input type="checkbox"/>	Small Playground	<input type="checkbox"/>	Number of people to be catered for	<input type="checkbox"/>
Children's Centre	<input type="checkbox"/>			Exact period required	<input type="text"/> From <input type="text"/> To <input type="text"/>

Do you need the school to arrange insurance for you?

Yes

No

see condition 5 Terms and conditions on page 2

Facilities Required

Occasional use:	Date required	<input type="text"/>	Time from:	<input type="text"/>	Time to:	<input type="text"/>
or						
Regular use:	Every	<input type="text"/>	Time from:	<input type="text"/>	Time to:	<input type="text"/>
Starting from	Date required	<input type="text"/>	Until	<input type="text"/>		

I undertake to pay the approved charges. I accept the terms and conditions of use set out on page 2.

Signature

Date

Terms and conditions of use for community school premises

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges as set out on form FIN 566 will be made on demand though schools may agree alternative arrangements for regular lettings covered by one approval eg (monthly, half termly, termly, quarterly etc). Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.
3. If in attendance as shown on form FIN 566, caretakers will give reasonable assistance, within the terms of their employment, to hirers.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon (whether provided by the Council or any other body or person). All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.

6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.

7. A hirer must not sub-let to another party.

8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.

9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.

(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.

10. No preparations are to be applied to the floor.

11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.

12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.

13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.

14. Surrey County Council operates a No Smoking policy in all its premises.

15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.

16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.

17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.

18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.

19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS disclosure at an appropriate level (as defined by the Disclosure & Barring Service) for those individuals working in school premises on behalf of the hirer.

20. Power of Revocation

(a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.

(b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

(c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement?

The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulations for the community use of schools. See Section M of the School Finance Manual