



# Huntington

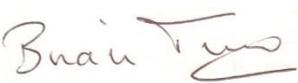
## Community Primary School

### Lettings Policy

#### 2021-22

Date Approved by Finance & Personnel Committee: October 6<sup>th</sup>, 2021

Signed  Head Teacher

Signed  Chair of Governors

## **INTRODUCTION**

The Governing Board 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 Board 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) 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.

### **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 of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' evenings, Governing Board 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 to the school's delegated budget.

## **CHARGES FOR A LETTING**

The Governing Board is responsible for setting charges for the letting of the school premises. A charge will be levied which can cover the following:

- Cost of utilities (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

The Governing Board can make a reduction to the agreed costs when there is a clear rationale to do so – for example, where there are significant benefits for the pupils of Huntington Community Primary School.

The Governing Board will be guided by the charges and advice set out in CWAC's *School Lettings Charges* document (see Appendix).

## **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Guidance will be sought where required.

## **MANAGEMENT AND ADMINISTRATION OF LETTINGS**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Board's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Governing Board.

### **The Administrative Process**

Organisations seeking to hire the school premises should initially approach the Bursar, who will identify their requirements and clarify the facilities available. A *School Premises Hiring Application* form will be provided by the school and the hirer will complete and return this for consideration (see separate document *School Hiring Agreement*). The Headteacher/Governing Board 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 this policy and a Third Party Hire agreement for the hirer to sign.

The letting should not take place until the signed Third Party Hire agreement has been returned to the school. The person applying to hire the premises will be charged for the cost of the letting, in accordance with the Governing Board's current scale of charges (the school may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the Third Party Hire 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 individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below 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. 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.

Persons may have to undergo, at the discretion of the Governing Board, a DBS check. If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a DBS check without exception. These checks must be made by prior arrangement with the Headteacher, with enough notice in advance to ensure that the checks can be carried out in time. The hirer will normally be expected to cover the cost of the DBS check.

The school cannot be held responsible for the quality assurance of activities provided by any hirer that lets the school premises out of school hours.

### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### **Attendance**

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.

### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and (where applicable) the Hirer must adhere to the correct adult/pupil ratios at all times.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **Damage, Loss or Injury**

The Hirer must have appropriate public liability insurance in place. This must cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £10 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **Insurance for One-off Lettings**

Individuals are expected to have appropriate insurance in place for one off lettings and must provide evidence of this. The minimum acceptable limit of liability should be £10 million.

If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

Neither the school, the Governors, nor the Local Authority, will be responsible for any loss suffered, injury to persons or damage to property arising out of the letting of the premises. All such loss, injury or damage shall be the responsibility of the Hirer.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### **School Equipment**

This can only be used if requested on the official request form and if its use is approved by the Headteacher and confirmed in writing. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the school's Site Maintenance Officer. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements unless otherwise specified.

### **First Aid Facilities**

The school does not provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

### **Food and Drink**

No food or drink may be prepared on the property without the direct permission of the Governing Board, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Intoxicating Liquor**

No intoxicants shall be brought onto or consumed on the premises without prior permission.

### **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted. This includes the use of e-cigarettes.

### **Copyright or Performing Rights**

The Hirer shall not infringe any copyright or performing right.

### **Sub-letting**

The Hirer shall not sub-let the premises to another person.

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify clients in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### **Security**

Where appropriate, the Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. Only agreed key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Board of the school.

### **Right of Access**

The Governing Board reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Board may monitor activities from time to time.

### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playgrounds, as per the emergency evacuation plans displayed within the school. The Hirer must have immediate access to participants' emergency contact details and must have the use of a mobile phone. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **Scale of charges**

The Governing Board will be guided by the charges and advice set out in CWAC's *School Lettings Charges* document (see Appendix). Hire charges are reviewed annually and the current charge is set out in each individual Third Party Hire Agreement.

# Appendix: CWAC School Lettings Charges 2021-22

## Schools Lettings Charges - Academic Year 2021/2022

These letting charges have been designed to be used as a guide when charging for the use of school or youth facilities to recover typical premises, cleaning and caretaking costs (reflecting Local living wage pay scales) and administration/overheads.

Schools are advised to use their own discretion when deciding on the exact charges to be levied. Please take into account local conditions and levels of charging from similar venues.

These figures are updated annually using Government statistics and this version is based on July 2021 CPI

### Community and Commercial charges

The recommended charge for the use of school and youth centre premises for community and commercial use for the 2021/22 academic year is as follows :

	<b>CW&amp;C Adult &amp; Community Learning Usage</b>	<b>Public Community use (2/3 of actual cost return rate)</b>	<b>Outside company Profiting from the letting Commercial use Actual cost return rate</b>
	£ per hour	£ per hour	£ per hour
<b><u>(i) Primary Schools:</u></b>			
- Hall	17.13	34.27	51.40
- Classroom	11.37	22.73	34.10
- Subsequent Classroom	2.17	4.33	6.50
<b><u>(ii) Secondary Schools:</u></b>			
- Hall	22.12	44.23	66.35
- Classroom	11.62	23.23	34.85
- Sports Hall	40.70	81.40	122.10
- Gymnasium	21.67	43.33	65.00
- Changing room	10.23	20.47	30.70
- Subsequent Classroom	2.43	4.87	7.30
- Squash Courts	10.97	21.93	32.90
- IT Suite	11.62	23.23	34.85
- Art & Craft Studio	11.62	23.23	34.85
- Cookery Room	11.62	23.23	34.85
- Centre Head Office	11.62	23.23	34.85
<b><u>(iii) On cost for Sunday and Bank holiday lettings</u></b>	2.73	5.47	8.20
<b><u>(iv) Sports Facilities</u></b>		<b>£ per game</b>	
- Tennis / Netball		7.11	
- Football / Rugby / Hockey / Cricket			
Weekday		39.26	
Weekend		52.01	
- Synthetic Pitches		<b>£ Per Hour</b>	
Full Size Pitch		74.77	
Half Size Pitch		47.52	
1/3 Size Pitch		42.52	

### Election charges

The recommended charges relating to Elections have now been removed.

Schools maintained by Local Authorities are obliged to provide free of charge a room in a school for election purposes.

The Returning Officer is only obliged to make good any damage and to pay any additional caretaking costs

Currently CW&C will reimburse caretakers direct for the extra hours they work on Polling Day.

Historically the Returning Officer has also paid schools an amount towards the cost of any additional heating and lighting expenses.

Queries relating to charges and other related matters should be made to SchoolsFinanceTeam@cheshirewestandchester.gov.uk