



## **School Lettings Policy**

### **Queensmill School Lettings Policy**

**Reviewed : Autumn Term 2018**

**Next review: Autumn Term 2019**

Chair of Finance signature .....

Date .....

### **1. Adoption**

The Governing Body at their meeting on 17<sup>th</sup> March 2016 adopted the lettings policy set out below.

### **2. 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.

### **3. Definition of a letting**

A letting may be defined as:

“Any use of the school buildings and ground 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 ‘Weight Watchers’)”.

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

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the Friends of Queensmill
- Friends of Queensmill organised events
- Services provided by partner organisations such as Play Association

#### **4. Priority for lettings**

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

The following lettings are especially encouraged:

- 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
- Lettings to self help groups
- Faith groups
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings youth groups
- Charitable Organisations

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
- Events selling alcohol
- Activities promoting gambling

#### **5. Types of Lettings**

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

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

## **6. 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.

The scale of charges will be reviewed annually by the Governing body for implementation from the beginning of the next financial year, with effect from 1st April 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, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

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

## **7. Letting times, available facilities and equipment**

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

- Training Room
- Sports Hall
- Reception, Playground
- Break-Out area (outside class 7)
- Dining Rooms

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

## **8. Conduct of users**

This is set out in the Terms and Conditions for use of school premises (attached).

## **9. 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.

## **10. 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.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Governors.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school should also monitor the contractor's compliance.

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.

## **11. Considering applications for lettings**

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

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Head teacher or other designated member of staff 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.

## **12. Issuing a Lettings Agreement**

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.

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 or a deposit 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 individual 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.

The Headteacher on behalf of 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. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

## **Queensmill School**

### **HIRING OF SCHOOL PREMISIES AND FACILITIES**

#### **CONDITIONS OF USE**

1. Application for use of the school premises must be made to the Headteacher on the attached Hire Request form. Arrangements for payment will be agreed before the use of premises commences. These payments are non-refundable if the hire is approved by the school and is then not used.
2. The time of hiring must be strictly adhered to and access to the premises for preparatory work and clearing up at the end in connection with the hiring must be covered by the hiring period.
3. Alcohol must not be consumed on the school premises or site at any time, without prior written agreement.
4. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain any necessary licence unless the establishment obtains or already has a licence.
5. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire procedures must be adhered to including having an emergency plan in place. The hirer is responsible for the behaviour and safety of all parties attending. This will include direct users of the premises and spectators.
6. The use of the premises shall not be granted for any purposes that may interfere with the operational activities of the school.
7. The laying of any composition or other preparation on floors is prohibited.
8. The hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good any pay for any damage thereto (including accidental damage) caused by an act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.
9. It shall be the responsibility of the Hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose.
10. Must complete risk assessments for their activities. A copy of the assessment must be provided to the school prior to booking.
11. Smoking on the school premises and site is strictly prohibited.

12. The hirer must provide evidence that insurance cover in respect of both the hirer's liability to the public and to the school under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the School's Headteacher before the hire takes place.

13. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.

14. First aid kits are located at various locations around the school and will be pointed out to hirers.

15. All hirers must leave the school site promptly at the end of the hire period. Any time over above what is determined reasonable to pack up will be chargeable to the hirer.

16. The school reserves the right to cancel a booking if it is necessary to hold a school event that would clash with the booking, e.g examinations, parent evenings, school sports fixtures. Every effort will be made by the school to give as much notice as possible to the hirer. Bookings that are cancelled by the school in such circumstances will not be chargeable.

17. The school reserves the right to cancel a booking due to circumstances beyond its control, e.g electricity failure or weather conditions.

19. If the hirer wishes to cancel a booking then advance notice of at least seven days must be given. Any cancellations by the hirer after this time will be chargeable.

20. All invoices issued by the school to hirers must be settled in full within thirty days of the invoice. The school reserves the right to terminate a hire agreement if the hirer fails to pay within this timeframe.

21. All visitors' vehicles are parked at owners risk whilst on the school site. The School reserve the right to restrict parking at any time. At such times all visitor Vehicles must be parked off the school site.

I have read, and will ensure observance by persons using the premises, the school's conditions of Hire.

I confirm we have adequate supervision in place.

I confirm we have risk assessment in place based on our activities in the school premises.

A copy has been provided to the school.

I agree to be responsible for making good any loss or damage to the school premises (including accidental damage) resulting from the hire, and will ensure that they are left in good order.

I confirm that we have public liability cover in place for a minimum of £5,000,000.

I enclose a copy of the certificate.

Signed: \_\_\_\_\_ Organisation: \_\_\_\_\_

Position Held: \_\_\_\_\_ Date \_\_\_\_\_

Signed by Headteacher for and behalf of Queensmill School

\_\_\_\_\_  
Date \_\_\_\_\_