



# New Haw Community School



## LETTINGS POLICY



## POLICY STATEMENT

New Haw Community School welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children, their families and the wider community achieve their full.

A charge will normally 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

- The needs of the school, that is of the Headteacher, staff and pupils shall be given priority.
- The Governors will always aim to balance the allocation of lettings to community use and to general hirers.
- The Governing Body has the right to refuse any request for hiring.

### 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 teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### Charges for a Letting

A charge will be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions p 5)
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Lettings charges will be reviewed annually by the Governing Body. Current charges are attached as an appendix to this policy

### 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 to this under certain circumstances).

### **Public Liability and Accidental Damage Insurance**

All non-Education users must be covered by insurance. The SCC requirement is that an insurance charge as a percentage of the letting fee will be made if the hirer is not in possession of his/her own insurance policy with current SCC recommended public liability cover

### **Child Protection**

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record checks relating to all staff and others working closely with children.

The Governing Body may require DBS Clearance checks relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.

The Governing Body may agree to obtain List 99 clearances on behalf of a hirer (CRB checks would require a minimum of a one half term advance notice) if required. This will be chargeable to the hirer.

The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities.

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy showing evidence that they comply with Safer Recruitment practice in the appointment of all personnel.

## **ADMINISTRATION**

- Hirers must apply on the form provided and must sign to confirm that they have read and agreed the terms and conditions.
- A letting will only be confirmed on receipt of the completed booking form and production of other relevant documentation e.g. DBS clearances and Child Protection Policy. A copy of the lettings policy will be issued with the confirmation.
- A refundable deposit may be requested for certain lettings.
- Payment for all lettings shall be paid termly in advance where appropriate. No refunds will be given if the hirer is unable to fulfil his part of the lettings agreement.

### ***Priority of Use***

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

### ***Attendance***

The Hirer shall be responsible for ensuring 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/child ratios at all times.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in Annexe 2 of this policy*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

### ***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.

### ***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 initial application form, and if its use is approved by the Headteacher or Business Manager. Responsible adults must supervise the use of any equipment that 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. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

### ***Hirer's Equipment***

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order. The intention to use any electrical equipment must also be notified on the application. Any of the hirer's own equipment should be brought into / removed from school within the time booked.

### ***Car Parking Facilities***

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

### ***Toilet Facilities***

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

### ***First Aid Facilities***

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which should include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

### ***Food and Drink***

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

### ***Intoxicating Liquor/Drugs***

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

### ***Smoking***

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

### ***Suitable footwear***

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### ***Copyright or Performing Rights***

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### ***Sub-letting***

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

### ***Charges***

Hire charges are reviewed annually and current charges are set out in Appendix 1 of this policy.

### ***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 Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

### ***Payment for letting***

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. Payment must be received by the school either prior to or on the date of the letting taking place. **The hirer will be subject to an administration**

fee for late payment, again, in accordance with the Governing Body's current scale of charges.

**Security**

The Governing Body will hire and pay for a person to be responsible for the security of the premises before and after the hire, and for the cleaning of the premises after its use. It is also possible to arrange for such cover for the duration of the letting at additional cost to the hirer. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body of the school.

**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 charge may be made.

**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 a responsible adult collects them.

**Promotional Literature/Newsletters**

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher or Business manager at least one week prior to proposed distribution by the hirer.

Policy Reviewed:	Spring Term 2018
Next Review:	Spring Term 2020

APPENDIX 1

**LETTINGS RATES 2017/18**

	<b>Current hourly rate</b>	<b>WEF 1/9/17</b>	
<b>Weekdays before 6 pm</b>			
Hall	£25	£30	
Classroom	£20	£25	
Playground	£15	£20	
Pitch	£15	£20	
<b>After 6 pm and weekends/holidays</b>			
Hall	£45	£50	
Classroom	£35	£40	
Playground	£25	£30	
Pitch	£25	£30	

<b>PTA – Charge 1/3 of basic rate (per hour)</b>	
Hall	£10
Classroom	£8
Playground	£8
Pitch	£8