



Lettings Policy

Approved: Spring 2017
Date of Review: Spring 2018

Purpose

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning and a resource for parents and the wider community. We recognise that the facilities could generate resources for the school. This policy sets out the criteria for making decisions on requests for use by external organisations.

Relationship to other policies

This policy should be read in conjunction with the accessibility plan, single equalities scheme, and the health and safety policy

1. Roles and responsibilities of head teachers, other staff, governors

The **head teachers** will

- establish a central booking system (see attached **Application to Hire and Lettings Agreement**)
- apply the criteria agreed by the governing body and consult the Resources Committee on requests for bookings which do not meet them or where there is a potential conflict of interest.
- In agreement with the Resources Committee and Finance Manager, agree any changes to the charges set out in Schedule 1 and 2 below.
- Provide a list of current lettings for each Resource Committee meeting.
- Lettings are term time only and any lettings outside these periods are agreed at the Heads discretion, dependant on school requirements and staff availability.

The **governing body**, with advice from the head teachers, will set charges for lettings guided by the following principles.

- balance the desire to generate income against the desire to support “worthy” groups within the community
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- consider issues of political balance
- consider the implications of all requests received for the health, safety and security of pupils and staff, ensuring that all lettings can conform with relevant Health and Safety regulations.
- consider the implications for workload of all staff on any decisions it makes
- The premises may be let for functions where a Public Entertainment Licence or a Licensed Premises Licence is required provided that this is agreed in advance with the Heads and the organisation concerned obtains the necessary licence.

2. Charges set for different groups

- Use by the Friends and Family PTA will be free of charge.

- Lettings to bona fide non-profit making community groups will be charged at the levels indicated in Schedule 1 below.
- Where a letting is subsidised by the Youth and Community Service, that service will determine the proportion of the letting charge to be paid direct by the hirer.
- Lettings to all other hirers will be charged at the levels set out in Schedule 2 below.

3. Arrangements for monitoring and evaluation

- The Resources Committee will receive update reports on a regular basis of the schedule of use of the school outside of the school day, the number of groups involved and the net profit from such activities. (As per section 2)
- All hirers hiring the school premises must undertake to leave the building in a clean and presentable manner. This will be monitored by the Business Manager and Site Manager
- All hirers must carry sufficient Third Party Liability Insurance to satisfy Hertfordshire County Council requirements, and provide appropriate evidence before hiring takes place (see Appendix 1). If the hirer does not have their own third party liability insurance, it will be provided by the school at an additional cost
- Issues that required intervention by the head teachers will be noted, together with the action taken and the outcome. The committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

Charging Rates

The governors determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Resources Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Head may use their discretion to give a discount to certain hirers. This must be discussed with the Chair of Resources prior to agreement and details recorded with the hirers records.

Schedules of charges

	Schedule 1	Schedule 2
1 hour	£15.50	£17.50
2 hours	£20.50	£22.50
3 hours	£30.50	£32.50
4 hours	£35.50	£37.50
Full day	£50.50	£52.50

A 10% discount may be applied if bookings are made and paid for half-termly in advance.

Bookings of school grounds are at 50% of the above rates.

All fees are subject to the current VAT rate, except block bookings of 10 hirings or more, which are exempt from VAT. (n.b if a block booking of 10 sessions are booked and subsequently sessions are cancelled then VAT will be retrospectively charged on the past and future bookings).

Payment Terms – All fees are required to be paid before the hiring date.

For all individual hiring 50% is required to be paid at time of booking with the final 50% due on the working day before booking date (if this is a school holiday then the last day of term).

Block bookings require the following payment schedules:

- Time of booking – 30% of block booking fee.
- Working day before the 3rd session – 30% of total fee due.
- Working day before the final session balance of fees (40%) due.

Any non-payment of fees, or breaching of the letting agreement, may result in the booking being cancelled and future booking requests being refused.

Governor Responsibilities

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

The Local Authority controls the use of (community) school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day then the Headteacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).

The governors of Brookland Junior School are keen to promote the Local Authority policy in encouraging the community use of school buildings and facilities.

Daily control of school lettings is the responsibility of the Headteacher (and his/her staff), who is authorised to negotiate fees within the limits determined by the Governing Body.

The School Secretary and Finance Manager are responsible for maintaining records for each organisation / individual hiring the Brookland Junior School premises.

APPLICATION TO HIRE ACCOMMODATION / PREMISES

Submit application to the School Officer at least 14 days in advance of hiring
Use a separate form for each date unless the accommodation required is the same
A letting agreement may be terminated at the school's discretion
Please complete form in BLOCK LETTERS

Full name of organisation:
Nature of function:

Dates required:

.....
Total number of sessions:

Accommodation Required Tick if required

Hall

Classroom

Dining Room

Playground

Playing Fields / Pitch

Other Equipment Details:

Time of function

Additional time required for preparation /clearing up

Charge per occasion

*Hirer insurance fee

Total charge

Payment due within 30 days

VAT MAY BE APPLICABLE FOR SPORTS LETTINGS

*Public Liability Insurance

The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover note prior to the hiring. If this is not produced, then the school will arrange cover in advance of the hiring and a charge will be made. No hiring should take place without this insurance cover arranged either by the Hirer or through the school. I have read the Terms and Conditions booklet, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation specified above and any special conditions required. I agree to pay the charge according to the scale in force at the date of hire. I am over 18 years of age.

SIGNED (organiser):

.....
NAME:

.....
ADDRESS:

.....
CONTACT TELEPHONE NUMBER:

.....
E-MAIL ADDRESS:

.....
AUTHORISATION OF HIRE Signed:

Headteacher / Business Manager

Date:

**LETTINGS AGREEMENT BETWEEN
BROOKLAND JUNIOR SCHOOL AND HIRER**

In accordance with HCC guidelines I have;

- completed and provided a copy of a relevant risk assessment for the purpose of the hiring.
- provided evidence of third party liability insurance or paid an additional premium to the school for the above.
- ascertained where the fire exits, alarm points and extinguishers are located.
- I am aware that the first aid kits are located in the Hall
- understand that Brookland Junior School is a no smoking and dog free site and will ensure that all participants involved in the letting will adhere to this policy
- agree to leave the premises in an orderly and secure state and pay for any subsequent repairs needed as a result of any damage caused during the letting.
- accept responsibility for setting up all equipment required and returning the equipment back to its original position.
- if you hold keys to the site these are only to be used by the responsible person and copies MUST not be given to anyone without the express permission of the school.

Date of Letting _____ Duration (hours)_____

Group/Organisation_____

Block Booking Period (if required) _____

Contact Name and Number _____

Signed _____(hirer) Date_____

Print Name _____

Signed _____(Secretary/bursar) Date_____

LETTINGS INDEMNITY FORM

INSURANCE COVER – to comply with the conditions of the hiring agreement

Please complete where applicable:

I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate. **Yes/No**

I understand that there is a £50.00 deposit payable at the time of booking, returnable after the event, if the premises are left in the condition found. I understand that there is an excess payable by me of £200 relating to each and every claim for loss or damage to Brookland Junior School's property arising from my hire of the premises.

I hereby undertake that in the event of claims arising during my hire of Brookland Junior School's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Headteacher / Business Manager.

Signature _____ Date _____

DECLARATION – please read before signing

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Signature: _____ date: _____

NAME (block capitals) Mr/ Mrs/ Miss _____

For School Use only

It is confirmed that the accommodation required is available for the time and date(s) requested.

Signature: _____ date: _____

Brookland Junior School