



Lettings Policy

Approved: December 2016

Review Date: December 2017

Introduction

The Board of Directors 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 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' meetings, Governing Body and Directors 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 against the school's delegated budget.

Charges for a Letting

The Board of Directors is responsible for setting charges for the letting of the school premises. A charge will be levied which covers 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 use of school equipment (if applicable);
- ◆ Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When the school is being used for any letting a Letting Form will need to be completed. Where there is a Church held on site a letting form will still be completed for additional lettings which fall outside the normal schedule of usage.

When a community organisation i.e Church organisation or other Community groups use the school premises charges should only be made to cover the costs: electricity, gas, water and administration. A substantial profit should not be made when these groups are using the school's facilities.

The specific charge levied will be reviewed annually, during the spring term at renewal of this policy, the policy will be reviewed by the Premises Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed. For the initial period of this policy the charges will come in to effect immediately and run until the end of August 2017 when the next policy charges will come in to place.

VAT

In general, the letting of rooms is exempt of VAT, please see the table below for some examples.

Exempt from VAT	Standard rate: 20 %
Hire of a room or hall including tables and chairs with or without the provision of light refreshments	Hire of a room including tables and chairs and a bar facility or catering that is operated by the school
Hire of a room including tables and chairs together with a kitchen that the hirer may use to prepare food and drink	Hire of a room including tables and chairs and the use of computer facilities
Hire of a room including tables and chairs, flipchart and overhead projector	Hire of a theatre to a theatre group – the theatre group retains the box office takings but the school provides staff to operate the theatre. It may or may not include a bar facility.

Management and Administration of Lettings

The Headteacher/Executive Principal is responsible for the management of lettings, in accordance with the Board of Director's policy. Where appropriate, the Headteacher/Executive Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. The Business Manager is responsible for reviewing the policy and charges annually.

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

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher/Executive Principal (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Letting Request Form should be completed at this stage so the Senior Leadership Team of the school can consider the request, a copy of which is found at the end of this policy.

The Board of Directors or Local Governing Body has the right to refuse an application and no letting should be regarded as “booked” until approval has been given in writing by return of the Letting Request Form.

A public announcement of any activity or function taking place should not be made by the organisation concerned until the booking has been formally confirmed. Once a letting has been approved, the form will be returned to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement, please see Terms and Conditions at the end of this policy.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges and in line with the current credit control policy.

The hirer should be a named individual and the 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 trust’s 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.

Letting Charges – All charges include central heating and lighting

Area of Hirer	Community Use which includes Pupil engagement	Local Community Use	Private Use (To include Birthday parties?)
Hall/ Classroom/ Playground	£15.00 per hour	£20.00 per hour	£30.00 per hour
Projector (Hall)	Free	Free	£3.50
Piano	Free	Free	£7.00

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 Board of Directors, a DBS (Disclosure and Barring Service) check. If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check. These checks must be made by prior arrangement with the Headteacher/Executive Principal, with at least half a term's notice in advance to ensure that the checks can be carried out in time. The cost of this will be charged to hirer. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified and the DBS check information must be given to the school before the sports coaches attend site.

Priority of Use

The Head of School/Executive Principal 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 warrants to the Board of Directors that it has appropriate public liability insurance to cover all its 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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed, ideally with the Letting Request Form.

Insurance for One-off Lettings

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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/Executive Principal. 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 code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. 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.

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, 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 schools resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Head of School/Executive Principal, in line with current food hygiene regulations. All litter must be placed in the bins provided or taken away from site.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Heels and Shoes

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.

Sub-letting

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

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

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 Business Manager and adopted by the Premises Committee 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 parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Board of Directors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. 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 should not be passed to any other person without direct permission of the Board of Directors of the school.

Right of Access

The Board of Directors reserves the right of access to the premises during any letting. The Head of School/Executive Principal, members of the Board of Directors or members from the Premises Committee 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 carpark area on pavement at front of school. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head of School/Executive Principal a week prior to the distribution of the Hirer.



St Piran's Cross CofE Multi-Academy Trust
Office A215, Victoria Advent House
Station Approach
Victoria
Roche
Cornwall
PL26 8LG
T: 01726 250260
E: enquiries@stpiranscross.co.uk

Letting Request Form

Application for the Hire of:..... School

To be completed by the Applicant/Person responsible for payment of the scale and other charges in respect of the hire.

The Hirer:

Name of Applicant	
Society/Organisation represented	
Contact Address	
Telephone Number (daytime)	
Telephone Number (evening)	
E-mail Address	

Public Liability Insurance
(Quote Company Name &
Policy Number)

Details of Hire

Area of Premises to be hired

Date(s) of proposed hiring

Time(s) of proposed hiring

Will access be required outside these times (e.g. to set-up or pack-up)?

Purpose of Hire

Number of Adults expected to attend

Number of children (under 16) expected to attend.

Hirer must attach Child Protection Policy

Will catering facilities be required?

What other facilities will be required (Stage lighting, Sound System, etc.)?

Will there be music and dancing?

**For Office Use Only
CHARGE**

Attached?

Licence gained?

Will alcohol be served/consumed?

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Is an admission fee to be charged?

£

To what purpose will the proceeds be devoted?

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Will the proposed function be advertised and, if so, in what manner

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The Hirer must not indicate or imply, in any way, that the event is endorsed by the Trust/School in any advertisements.

Declaration

I hereby make application for the use of the accommodation and facilities stated above and, upon application being granted, I undertake to pay, in advance (unless otherwise agreed), the scale and other charges in respect thereof and to comply with the conditions in the subjoined Terms and Conditions and the User Information Sheet.

I declare that I am 18 years or over

Signature of Applicant

Date

Print Name

Authorisation

To be completed by the Premise Controller.

I agree to the hiring of the accommodation and facilities to the Applicant as detailed above based on the provisions of the Terms and Conditions.

Signature of Premises Controller

Date

Print Name

For Office Use Only

Agreed Charges £

Invoice Number

Total

£

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