

## LETTINGS POLICY

### INTRODUCTION

This lettings policy complies with statutory requirements, has regard to the Authority's policy statements on lettings and is reviewed on an annual basis.

### LETTINGS INFORMATION

**Definition:** 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 a 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 premises for activities such as staff meetings, parents’ meetings, Governing Body 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 to be levied include 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”;
- Profit element (if appropriate)

#### **Insurance**

The school must ensure that the Hirer 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 £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

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

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the school feel that the premises are not kept to an acceptable standard and wish to terminate the agreement, or the client wishes for any reason, to terminate the agreement, a courtesy communication of 4 weeks’ notice is required.

## Management of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body’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.

## The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A lettings application form (Appendix B) should be completed at this stage.

Once a letting has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions of the hire agreement. 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. (Schools may wish to seek payment in advance in order to reduce any possible bad debts).

All lettings fees which are received by the school should be paid in to the school’s budget 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 should be regularly monitored to ensure that at least a “break even” situation is being achieved.

For long term lettings application forms should also be reconsidered on an annual basis.

## Charges

The Governing Body promote working in partnership with the local community. It reserves the right to enter into Lettings agreements **only** with affiliated organisations or those in an existing or developing relationship with the school. **Hirers of any part of the school buildings must have a current DBS.** The hirers will be entrusted with a key to the building so that there are no additional staffing costs in terms of caretaking.

The cost for hiring the school hall will be £25 per day, whatever the hourly use. (This covers holiday lettings and term time evenings.)

## Appendix A - The Lettings Policy

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## **Appendix B** - The Application Form

### **PREVENT**

This policy is to be read in conjunction with the school's PREVENT policy referencing the Counter Terrorism and Security Act February 2015, which gives due regard to ‘the need to prevent people from being drawn into terrorism or be subject to radicalisation.’ As part of the school’s safeguarding procedures, our policies comply with this Act and below is a link to DfE guidance about this duty.

[http://www.emcsrv.com/prolog/PG/DfE/Schools\\_Guide-Social\\_Media\\_V16.pdf](http://www.emcsrv.com/prolog/PG/DfE/Schools_Guide-Social_Media_V16.pdf)

Date agreed: June 2013

Reviewed: September 2015, [April 2016 by Finance Committee](#)

Reviewed by Finance Committee February 28<sup>th</sup> 2018      Review: 2020, reviewed Oct 2022, review Oct 2023

### **Appendix A**

### **LETTINGS POLICY**

1. The Governing Body encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
6. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
7. Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to clients property arising out of the letting of the premises. Should the school feel that the premises are not kept to an acceptable

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standard and wish to terminate the agreement, or the client wishes for any reason, to terminate the agreement, a courtesy communication of 2 weeks' notice is required.

8. All hirers must comply with health and safety legislation.
9. The hirer is responsible for ensuring that DBS certificates are up to date.
10. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
11. Smoking is not allowed on the premises in line with school policy.
12. Alcoholic Drinks are not permitted at any time.

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## **Appendix B**

## **USE OF SCHOOL PREMISES APPLICATION FORM NO:**

### **1.**

Name of Organisation:

\_\_\_\_\_

Name of Applicant:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone:

\_\_\_\_\_

Name and address of person to be billed if not same as 1:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **2.**

Details of premises required:

(a) Name of School:

\_\_\_\_\_

(b) Date(s) required:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Accommodation Required.

**TYPE OF ACCOMMODATION: (TICK IF REQUIRED)**

Assembly/Sports Hall

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\*Netball Pitch

\*School Field

\*THERE IS NO CHARGE FOR THESE LOCATIONS

Please state here any additional requirements:

### 3.

Purpose for which accommodation/premises are required:

\_\_\_\_\_

\_\_\_\_\_

(a) If the letting is of a commercial nature, please supply details:

\_\_\_\_\_

(b) Will the general public be admitted? YES / NO

(c) Approximate number of people attending:

(d) Do you intend to use/bring into the premises any additional electrical equipment: (see note 5 below) YES / NO

SIGNED

\_\_\_\_\_

ON BEHALF OF

\_\_\_\_\_

DATE

\_\_\_\_\_

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#### 4. **Memorandum of Agreement and Indemnity** to be completed for all applications:

In consideration of the Governors and/or Lancashire County Council granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

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## SCHOOL USE ONLY

1 This application for the use of school premises is acceptable to us: YES / NO

2 The Governors have determined that this will be:-

(a) A free letting

(b) A chargeable letting at a cost of £25.00 per day

a / b

3 Lettings income will be collected by the school.

Signed \_\_\_\_\_(Headteacher)