

	<h2>South Bersted CE Primary Lettings Policy</h2>
<b>Web and/or Internal</b>	<b>Web &amp; Internal</b>
<b>This policy should be reviewed every</b>	<b>Every two years</b>
<b>Policy approved by Governors</b>	<b>Autumn 2018</b>
<b>Date of Review</b>	<b>Autumn 2020</b>
<b>Member of staff responsible</b>	<b>Business Manager</b>
<b>Policy created by</b>	<b>South Bersted School</b>
<b>Signed by Chair of Governors and/or Headteacher</b>	

### 1. Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

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.

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.

## **2. Definition of a Letting**

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation. 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.*

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.

## **3. Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the school premises. The scale of charges will be reviewed annually by the Governing Body.

For the purpose of charging, the Headteacher is empowered 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. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved. Current charges will be provided in advance of any letting being agreed.

## **4. 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).

## **5. Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body’s policy. The Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Governing Body to determine the issue on behalf of the Governing Body.

## **6. The Administrative Process**

Organisations seeking to hire the school premises should approach the Headteacher and/or SBM who will identify their requirements and clarify the facilities available. A Request Form should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. 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 as appropriate in accordance with the Governing Body's current scale of charges.

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 school's independent 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 and reported to the Governing Body.

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

The Hirer must prove to the Governing Body 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.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council and the premium must be added to the hiring fee payable.

## **8. 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 a Disclosure and Barring Service (DBS) checks relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.

*Adopted by the Full Governing Body 16<sup>th</sup> December 2014*

*Reviewed December 2016*

*Reviewed November 2018*

**SCHOOL LETTING - REQUEST FORM**

Name of Applicant: .....

Address: .....

Telephone Number: .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Hall, Playground, Football Pitch etc):

.....  
.....

Day of Week Requested: .....

First choice: .....

Second choice: .....

Third choice: .....

Start Time: .....

Finish Time: .....

*(please allow time for your preparation and clearing up)*

Dates Required: .....

Use of School Equipment (please specify your request):

.....  
.....

Details of any equipment to be brought (including electrical equipment):

.....  
Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have List 99 and/or CRB checks been carried out? When? By Whom? Please provide evidence in the form of original documentation (not photocopies)

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Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

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*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see *Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (see *Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see *Terms and Conditions for further details*).

Any other relevant information:

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***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

**Signed:** ..... **Date:** .....