

Lettings Policy



Lower Halstow and Newington CEP Schools Federation

‘Respect, Honesty, Kindness, Perseverance’

‘Welcoming, Forgiving, Generous, Flourishing’

Created: November 2018

Approved	Team	Review
29.10.18	SLT	Autumn 2019

LETTINGS POLICY

Philosophy:

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school
- Better integrate the school into the local community
- Familiarise individuals with the school, who may become pupils or their parents
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities that are under used by the school

Implementation:

Bookings are made through the representative of the school, as authorised by the Governing Body, and confirmed in writing.

- School and PTA activities have priority
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time
- Outline charges are set by the Headteacher/Governors and reviewed annually
- Specific charges are set at the time of the agreement
- The VAT liability of the letting is determined at the time of the agreement
- Payment is in advance for single lettings
- Payment is in instalments for a series of sports facilities lettings that comply with VAT exemption regulations
- The agreement should be updated and reviewed at least annually
- A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging (*This should be in accordance with the schools lettings price list*).

*A copy of this should be attached to the approved lettings policy **

Where no charge is made the school must still comply with KCC requirements regarding Lettings.

- Restrictions on use
- Licensing for the sale of alcohol, or public performances
- Parking

*An example Lettings price list can be found on KELSI.

Other documents you should also refer to/make available to hirer:

- Booking Application Form
- Lettings Agreement (Summary Conditions of Booking)
- Health & Safety Policy, School Complaints Policy, Equal Opportunities Policy (available to hirer on request)
- Relevant Risk Assessments & Emergency Procedures (school & hirer)
- Copy of Public Liability Insurance (from hirer)
- Lettings invoice

Roles and Responsibilities:

The school authorised representative is responsible for the construction and regular update of the lettings diary.

- The PTA secretary and individual teachers are responsible for informing the authorised school representative a term in advance, of events outside teaching hours, which will use the school premises
- Opening and closing the school is undertaken by the caretaker, or a casual caretaker, or by prior agreement with an authorised member of the staff
- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used
- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with
- Post-letting checks are made by the caretaker and reported to the school authorised representative
- The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues

Monitoring & Evaluation:

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is

in place. Any amendments to an agreement will require a new agreement form to be signed.

Equal Opportunities

School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the schools statement on equal opportunities.

Political Use

School premises must not be let for political use; the only exception to this is as a polling station.

Legal Use

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

Named Individual

The hirer must provide the school with a named individual who the school can contact in the case of an emergency; this person must be on the premises for the duration of the letting.

Safety

During the period of the letting the hirer's named individual will be responsible for following the conditions of booking, as per the letting agreement, and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Executive Headteacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Executive Headteacher, electrical equipment will also require a PAT testing certificate. Alcohol, smoking, drugs & gambling are not appropriate activities on school premises.

Risk Assessments

The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from the Executive Headteacher.

Insurance

The school will not provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the Executive Headteacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

Charges

Charges will be set out in the letting agreement between the school and hirer, the governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire.

Damage

The hirer will be responsible for the cost of any damage to school premises or equipment, school staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

Cleaning/Security

Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Executive Headteacher

Cancellation and Complaints

The school (via the Executive Headteacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint the schools standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Executive Headteacher will raise this with the named person, if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

Declaration of Interest

Any members of school staff or governors having connection with a letting must formally declare this; declarations should be formally minuted at the appropriate meeting.