



# HALL GREEN SCHOOL

## LETTINGS POLICY January 2018

<b>Adopted:</b>	January 2018
<b>Next Review:</b>	January 2020
<b>Governing Committee:</b>	F&GP
<b>Responsibility:</b>	Mr D Adams - Headteacher Mrs J Owen – Chair of Governors

## **Principles**

The Governing Body 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 of the Governing Body is to support the School in providing the best possible education for its students, 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) cannot 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.

## **Purposes**

- To provide clear guidance on lettings and the hire of School premises and equipment.
- To enable the community and other organisations access to the School premises.
- To safeguard the interests of Hall Green School.
- To ensure that the use of the School site is not subsidised by the School budget.

## **Guidelines**

### Definition of a Letting

A letting may be defined as “any use of the school premises by either a community group, an individual or group of individuals, or a commercial organisation”. A letting must not interfere with the primary activity of the School, which is to provide a high standard of education for all its students. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students 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 Governing Body 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).

The specific charge levied will be reviewed annually, during the Spring Term, by the Governing Body, for implementation from the beginning of the new school year, with effect from 1 September. Current charges will be provided in advance of any letting being agreed.

### Letting Charge

The charge for hiring a general classroom will be £25.00 per room per hour or part hour.  
The charge for hiring a gym or the hall will be £30.00 per room per hour or part hour.

For longer term lets, hirers are advised to contact the school to discuss letting charges.

The hirer is responsible for providing any additional refreshments required.

The use of school facilities for the preparation of food is not permitted.

### Additional Charges at Cost

Additional charges will be levied at cost where applicable for the following:

- Cost of staff time
- Cost of material/equipment purchased or hired for the letting
- Cost of staff time to clean up.

### Exemptions

The Governing Body have approved the following exemptions from charges levied under this policy:

- South Network Executive Group
- South Network Sharing Panel
- South Network Board
- Other South Network Groups or Meetings

### VAT

In general, the letting of rooms for activities which benefit the school or the greater community are exempt of VAT, whereas lettings which do not benefit the school or the greater community are subject to VAT (although there are exemptions under certain circumstances).

### Management and Administration of Lettings

The Governing Body is responsible overall for the management of lettings. The Governing Body may delegate all or part of this responsibility to the Headteacher or other member of staff, whilst still retaining overall responsibility for the lettings process.

The Headteacher has delegated authority to decide if a letting should be permitted.

### Collection of Payment

- (i) Weekly lettings will be billed weekly, half-termly or termly as agreed between the hirer and governors and payment expected within 30 days of receipt of the invoice.
- (ii) For one-off lettings, payment in full in advance, to be paid on receipt of the Headteacher's agreement.

### The Administrative Process

Organisations seeking to hire the School premises should approach the Office Manager, who will identify their requirements and clarify the facilities available. Any initial enquiries regarding

availability should be made with the Office Manager and if these dates are available then a Lettings Application Form (see Appendix A) should be obtained and completed at this stage. Hirers will also be issued with a copy of the terms and conditions. The Headteacher has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing.

Once the completed forms have been received by the School and signed by the Headteacher, a copy of the Lettings Application Form will be returned to the hirer together with a Lettings Agreement (see Appendix B) as confirmation, setting out full details of the letting. 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.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

All lettings fees which are received by the School will be paid into the School’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. It is a Governing Body requirement to cover costs and it is illegal to use school budget (public monies) to subsidise non-school budget expenditure. The use of the premises has to be restricted to the use and accommodations specified in the lettings agreement.

### **Terms and Conditions of Lettings**

1. The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
2. The school premises will not be let for functions where a Public Entertainment Licence is required.
3. The hirer must show consideration when using the facilities, especially to school staff.
4. The hirer should take all precautions to prevent any damage. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
5. The hirer will not use school equipment or property without prior consent.
6. Nominated Representatives of the School Governors or the Headteacher must be given free access to the hired premises for the purpose of inspection.
7. The Governing Body and/or Headteacher also reserves the right to cancel or refuse any letting in which case a proportion of the charges may be refundable.
8. The School will not be responsible for any injury to persons or damage to property arising out of the letting of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School.
9. The sub-letting of the premises is wholly prohibited.

10. Public Safety:
  - (a) The Hirer shall be responsible for the prevention of over-crowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits. This is part of the School's Fire Regulation requirements.
  - (b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
11. Hirers should ascertain whether or not a license is required for certain uses, or for any other use to which premises are to be put and if so, to obtain and ensure full compliance with the necessary licence.
12. The Governing Body will not tolerate any unlawful activities during the period covered by the letting agreement.
13. All electrical equipment brought onto the school site must show valid PAT tested certification.
14. If Hirers wish to use their own caterers, all valid paperwork, e.g. Health Hygiene Certificates, must be available.
15. The Governors take no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.
16. There is restricted access to a public telephone.
17. Any additional site management and cleaning costs must be met by the Hirer.
18. All Hirers must be mindful of the school's ethos of co-operation, courtesy and respect for others and that Hall Green School operates a Zero Tolerance Policy in respect of abusive or violent behaviour.
19. Prior to the initial hire session, the hirer will meet with the school representative or site services officer who will acquaint the hirer with the following:
  - a. The school's fire and emergency plan and fire evacuation procedures
  - b. The location of fire fighting equipment
  - c. Accident, incident and assault reporting procedures
  - d. Arrangements that need to be made for out of hours security
20. Hirers must nominate one responsible person to be in charge of proceedings. This nominated person will be responsible for initiating and organising any emergency actions, including:
  - a. Contacting the emergency services, the school representative or site services officer in the event of an emergency. The responsible person must also be in possession of a mobile phone in the event of a communications failure or being unable to access a landline.
  - b. Providing sufficient first aid equipment and qualified first aiders for the people attending their classes/events.
  - c. Informing the Head Teacher of all emergencies at the earliest opportunity ideally no later than the next working day."

21. The Site Services Officer must be informed when activities are concluded in order that the buildings can be secured.
22. A strict NO SMOKING policy exists in school buildings and on the school site. This must be adhered to at all times.

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

The hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out.

### Appendices

Appendix A – Lettings Application Form

Appendix B – Lettings Agreement Form



## Appendix A: APPLICATION FOR HIRE OF SCHOOL PREMISES

Note to applicant: Before completing this form, please read the term and conditions for lettings contained within the Lettings Policy.

Name and Address of applicant (hirer):			
Name of Organisation:			
Contact telephone numbers Daytime: Evening:			
Email:			
Details of requirements: Room and area to be hired e.g. Boardroom			
Start date:		Start time:	
End date:		End time:	
Day of week:		Number of lettings:	
Nature of activity:			
Equipment/facilities requested:			
Equipment to be brought in by hirer:			
Age range of those attending:			
Numbers attending:			
I personally agree to be responsible for the fees charged in respect of the lettings and I will observe the terms and conditions I have read.			
Signature of Applicant:			
Date:			

### Office Use Only Lettings Approval Details

Application approved by Headteacher:	Signed: Dated:
Hirer Notified:	Dated:
Lettings Agreement prepared and issued to hirer:	Dated:



**Appendix B: AGREEMENT FOR HIRE OF SCHOOL PREMISES**

**An agreement made** ..... (date) between Hall Green School and  
..... (Name of applicant)  
..... (Name of organisation)

**In consideration** of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:

- Payment being made in full on receipt of the invoice prior to the letting taking place.
- The person in charge of your activity being shown fire escape routes before the start of the letting by our Site Manager.
- The conditions of hire prevailing at the time of the letting.
- A receipt and authorisation to use the premises will be issued when payment is received.

**Schedule**

Area hired/additional facilities	Specific dates and times of hire

Signed: ..... (Headteacher)  
Dated: .....

Signed: ..... (Applicant)  
Dated: .....

Full name of applicant (block capitals): .....

Applicant contact details: .....

**Note: Please ensure the terms and conditions of hire specified above and in the Lettings Policy are fully understood and adhered to. Failure to comply will invalidate the hire agreement.**