

# Lettings Policy



## Adswood Primary School

<b>Governing Body Ratified:</b>	November 2023
<i>M. Smart</i> Head Teacher	<i>J. Dancy</i> Chair of Governors
<b>Governing Body Review Date:</b>	November 2024

## **INCOME - SCHOOL LETTINGS POLICY**

### **General Background.**

1. The “Scheme for Financing Schools” prepared under the “Schools Standards and Framework Act 1998” defines the financial relationship between the Authority and the schools it maintains. The “Scheme” contains requirements relating to financial management and associated issues, which are binding on the Authority, and on governing bodies.
2. “Keeping Your Balance” sets out the principal elements of a sound approach to the administration and control of schools finances. Many of the standards contained therein are based on legislation; others on best practice. The main purpose of the standards is to set out a framework of good practice to help schools establish and maintain robust financial accounting systems.

### **Introduction.**

3. The “Scheme” describes the principles associated with letting of school premises. It notes that they do not apply to premises that are not owned by the Authority.
4. “Keeping Your Balance” states “All lettings must be authorised by the Head Teacher within a framework determined by the Governing Body.”

### **Income - School Lettings.**

5. The “Scheme” refers to lettings in the following terms:
  - Unless a joint use agreement in force for the time being provides otherwise income from lettings will accrue to the school.
  - The Governing Body will be responsible for costs arising from lettings.
  - The Governing Body may subsidise the cost of specific lettings provided there is no net cost to the school budget.
  - The Governing Body is required to have regard to such directions as the Authority may issue regarding the use of school premises for lettings purposes.
  - The above points apply only to letting of premises owned by the Authority.
6. Governors determine the charges to be made in respect of lettings, they should therefore be aware, that they may not set charges such that the school budget subsidises non-school activities. To ensure that this is the case Governors need to take into account a number of factors associated with premises costs when setting lettings charges.
7. Costs that would normally be incurred associated with the everyday operation of the school and irrespective of lettings are fixed costs. The following are factors which may contribute to additional costs being incurred by a school in

consequence of any particular letting and may need to be taken into account when setting charges:

- Caretaker and security costs, incurred in addition to the normal duties of staff.
  - Heating and lighting costs particularly associated with winter evening usage.
  - Additional maintenance and cleaning costs due to the extra usage.
  - Additional costs because of extra consumption of materials and energy.
8. Other matters not related to the premises may also be considered by governors as being relevant to their considerations, these may include the following:
- Whether the letting is for a commercial, private or charitable purpose.
  - Whether or not an entrance fee is to be charged by the hirer.
  - If the hiring is for weekend or weekday, evening or daytime.
  - If it is a one off occasion or forms part of a regular series of hiring.
9. Governors should not endeavour to make calculations in respect of every possible circumstance. At most only two charges should be set in respect to any one type of letting. Firstly, a premium charge, which should be made where a number of premises costs are wholly attributable to a letting and/or other matters have also contributed to those costs. Secondly, a standard charge, where no or little additional costs have resulted together with less expensive contributory costs.
10. Some types of lettings attract VAT. Separate guidance is available in the Finance Manual about VAT and lettings.

1. The facilities available for letting will be at the discretion of the Governing Body.
2. It is intended that lettings should operate on a commercially viable basis.
3. The Governing Body reserves the right to change or amend the Conditions of Hire at any time giving reasonable notice.
4. The hall/facilities will be let at a price determined by the Governing Body and set out in the Conditions of Hire. Further charges may be levied if additional costs are incurred.  
The school hall may be booked by any creditable organisation, e.g. local children's football clubs, the Adswood and Bridgehall Partnership at the rate of £30.00 per hour. This will be at the discretion of the Governing Body.
5. The Governing Body will only let rooms/facilities to groups or individuals who are not in conflict with the aims of the School.
6. Smoking or vaping is not allowed inside the School buildings or on School grounds.
7. Food and drink may only be consumed in prescribed areas and by arrangement.
8. The hirer is responsible for the health and safety of all persons using the premises as set out in the Conditions of Hire.
9. The Governing Body may request the hirer take out extra insurance when deemed necessary.
10. The hirer should have due regard to any licences required to cover activities held on the premises.
11. The aims of the policy will be reviewed regularly.
12. Full details of Conditions of Hire are available from the School.

## APPLICATION FOR THE HIRE OF EDUCATIONAL PREMISES

This form should be completed and forwarded to the Head Teacher at the School (not later than 21 days before the accommodation is required), together with one signed copy of the attached Conditions of Hire, otherwise your application cannot be accepted. The additional copy is for your retention.

ALL APPLICANTS MUST COMPLETE EITHER SECTION A OR B AND C

PREMISES AT WHICH ACCOMMODATION IS REQUIRED:					
A.	OCCASIONAL USE				
Day(s)	Date(s)	Total time:	From	To	
Preparation/changing time must be included in total time above.					
B.	REGULAR USE				
Day(s) required each week.	AUTUMN TERM (Please state dates required)	SPRING TERM (Please state dates required)	SUMMER TERM (Please state dates required)		
	FROM	FROM	FROM		
	TO	TO	TO		
Total times required.	FROM	FROM	FROM		
	TO	TO	TO		
Preparation /changing time must be included in the total time above.					
C.	ACCOMMODATION REQUIRED (Signify by a tick in the block(s))				
Classroom(s) (State number of rooms required.	Hall	Kitchen	Toilet Facilities	School Field	Other Areas
PURPOSE FOR WHICH ACCOMMODATION IS REQUIRED:					
Approximate number of people:					
Title of Organisation:					
Name and address of person to whom the invoice is to be sent if different from applicant.					
Name:		Position in Organisation:			
Address:		Telephone - home:			
		- business:			
Signature of applicant:				Date:	
Please print name:					
Address:					
Telephone - home:			business:		
Position in Organisation:					

## ADSWOOD PRIMARY SCHOOL

### CONDITIONS OF HIRE OF SCHOOL PREMISES

#### 1. Definitions:

- a. 'Governors' means the Governing Body of the School or its authorised representative.
- b. 'School premises' means the School's premises named in the application to hire form.
- c. 'hired area' means that part of the School premises to be used by the hirer described in the application to hire form.
- d. 'the hirer' means the person who has signed the application to hire form.

- 2. All applications for the hire of School premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members, shall be jointly and severally liable with the hirer. IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF THE HIRE.
- 3. The Governing Body reserves the right to refuse any application to hire premises without stating reasons for doing so.
- 4. Fees for hiring School premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it see fit. Further charges may be levied if additional personnel costs are incurred by the hiring of the premises.
- 5. The hire fee shall be paid in full upon signing the application form, except where prior to signing alternative arrangements are made for the payment of fees.
- 6. Where the hired area is only part of the School premises, access is strictly restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Governors may prescribe if a different area is used.
- 7. Access to and use of hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement, (i.e. the hirer should not have access prior to or after the stated time) and the hirer shall be liable to pay such additional fees as the Governors may prescribe if the hired premises are used by the hirer outside the agreed times.

8. There shall be no variation to these conditions of hire without the prior agreement of the Governing Body.
9. At the end of the hire period and before leaving the premises, the hirer shall confirm the length of hire and area hired on the form provided by the Governors.
10. No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fee.
11. The hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.
12. The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such licence is in force in respect of the premises.
13. The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.
14. The hired premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Governing Body.
15. Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching his condition the hire agreement shall be cancelled and the fees paid shall be forfeited.
16. No smoking or vaping will take place inside or outside the School site.
17. No film or video shall be shown on the hired premises unless at least seven days notice in writing, stating the title and subject matter of the film, has been given to the Head Teacher, who acting on behalf of the Governors may require the hirer to give a preview of the film to such persons as directed.
18. The hirer is responsible for the health and safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and is safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precaution procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises.
19. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.

20. The hirer shall be liable for all damage however and by whomever caused to the premises arising out of hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising therefrom unless due solely and directly to the negligence of the Governing Body.
21. The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any other person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Governing Body.
22. The Governors accept no liability for damage or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.
23. The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Head Teacher.
24. The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
25. The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the School site shall be arranged so as to ensure entry for emergency vehicles at all times.
26. The Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.
27. There shall be no variations in the conditions of a regular Hire Agreement without approval of the Head Teacher. Failure to comply with these conditions may incur additional charges.
28. The Head Teacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised officer of the Council discharging his official duties.
29. The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.
30. The use of shoes with stiletto heels is prohibited and the hirer shall ensure that the users are not permitted to wear this type of footwear in the premises.
31. The hire of premises do not include the use of any School equipment within the premises. No such equipment shall be hired out without the written approval of the Head Teacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.



32. The use of School crockery and cutlery is not permitted. The use of a kitchen means the use of ovens for warming purposes and the hobs for heating purposes and sinks is allowed. The use of any other School equipment, including cutlery and crockery, is not permitted. No catering equipment other than cutlery, crockery and cooking utensils on hobs and in ovens may be brought in and used in the School kitchen.
33. Any notice, demand or request by the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.
34. The hirer shall not sub-let or assign the hired premises or any part thereof. Should he do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.
35. This agreement may be determined at any time by either party giving to the other notice which is in all circumstances of a reasonable length of time. There is no need for either party to give reasons for terminating the agreement and in the event of terminating the agreement all fees paid shall be forfeited.

Chairperson

I have read the above conditions and accept that they control the hire by me of the premises described in my application form.

Date..... Signed.....

Address:.....

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On behalf of:.....Organisation  
( BLOCK LETTERS)

## **NOTES.**

1. It is essential that the Conditions of Hire be read carefully before they and the Application Form are signed. Your attention is drawn particularly to paragraphs 1, 3, 5, 6, 8, 16, and 24.
2. The total time must include the entire period for which the accommodation is in use in connection with the letting i.e. the entire period for which the School cannot use the accommodation for other purposes.
3. Refunds are not normally made but the School may consider particular cases.