



South Hill Primary School

Lettings

Policy

May 2023

It is the policy of the Governors to authorise lettings:

1. Of an educational nature for adults and/or children.
2. To local community groups and associations.
3. For commercial purposes where these do not conflict with the aims of the school and provided that the hirer does not claim that the governing body, Headteacher or other staff endorse the products or services being offered.

All lettings must be authorised by the Headteacher.

Lettings within school hours will only be considered if it is to the benefit of the education of the school or the families of the school. Such lettings must not disturb or distract from any learning within the school. Failure to do so will result in a termination of the letting.

All lettings must be recorded on a booking form and a maximum letting of **52 weeks** can be agreed at one time. Lettings can occur on an hourly, daily, weekly or other regular basis.

If there is a holiday letting, the security and insurance of the buildings must be considered. Alarms must be set at the end of each letting. The turning off and setting of the alarms may be designated to the hirer. If this is the case, failure to set the alarm at the end of the letting will result in a termination of the letting.

All lettings must end by 10 pm Sunday–Thursday and 11.30 pm Friday and Saturday. However, special extensions to this time may occur with the authorisation of the Headteacher; a separate application would need to be completed for this purpose.

The Governing Body recognises its responsibility to make the school available for electoral purposes if required to do so by the Returning Officer.

The Governing Body recognises its responsibility to ensure that public funds provided for the education of pupils are not used to subsidise lettings: these will be charged at rates that cover all costs including wear and tear, and provided a modest profit margin for lettings in categories 1 and 2 above and a greater margin for category 3.

Responsibility for policy, charges, authorisation and administration of lettings

The Governing Body is responsible for keeping the Lettings Policy under review.

The Governing Body has delegated to the Headteacher the authority to fix the scale of charges for lettings annual; these will be normally fixed in May for the

following financial year and will be reported to the next Governing Body meeting.

The authorisation of lettings is delegated to the Headteacher (who shall consult the Governing Body in cases of doubt). Administration of lettings is delegated to the School Business Manager and Premises Manager, who will act within the framework of this policy document as amended from time to time. No lettings will be permitted unless:

1. The hirer completes and signs the lettings booking form (LT01).
2. The School Business Manager has received a signed copy of the lettings booking form and any deposit required has been paid.

Lettings Administration

1. Hirers will be directed to make their initial enquiries to the School Office who will provide details of lettings charges and conditions.
2. The School Office will check:
 - a. That the letting is of a type that can be authorised
 - b. That the premises are available
 - c. That the letting can be staffed
 - d. Whether a deposit is required.
3. The hirer will be notified whether the premises are available on the required date or not and, if appropriate the hirer will be given a booking form (LT01) and a copy of this Policy and the Terms and Conditions of Hiring Agreement (LT02).
4. The hirer will return a signed copy of the lettings booking form together with any supplementary information and deposit, as required.
5. The hirer must obtain any necessary permit(s) from the Local Authority, for example, a public entertainment licence or alcohol licence and to provide a copy of the permit to show that any necessary permits have been obtained.
6. The School Business Manager will invoice the hirer once the letting has taken place, or in the case of a longer term letting, at the start of the letting period with an agreed payments schedule.
7. Notice of cancellation by the hirer shall be given at least three days before the hiring date, failing which the full lettings charge will be payable.

8. The Premises Manager will advise the School Business Manager of any issues with a letting, such as extra cleaning, overrun of the lettings period, damage etc. The School Business Manager will consider whether an additional charge should be levied and, if so, consult with the Headteacher and advise the hirer accordingly. The Headteacher shall discuss serious damage with the hirer and report it to the police and the insurers if appropriate.
9. If the school has to cancel a letting for any reason the School Business Manager shall give as much notice as possible but the school shall not be liable for any consequential loss on the part of the hirer.
10. Private property: no responsibility can be accepted by the Governors for loss of, or damage to, any property which may be brought onto the premises as a result of letting.
11. The hirer shall not permit any interference with the gas system, pipes, electrical wiring, light switches, or other installations of the school without the previous consent of the Governors in writing.
12. No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.
13. All electrical equipment used must be PAT tested.
14. The premises and rooms must be tidied and organised back to the same state after each letting.
15. Damage to resources or parts of the building must be reported to the Headteacher and all damages must be paid for by the hirer.

School Responsibilities

For the duration of the letting period the school will be responsible for ensuring:

- All hirers have £5 million Public Liability Insurance as a minimum.
- There are adequate means of escape in the event of an emergency and availability of equipment should an emergency arise (eg fire extinguishers, first aid kit).
- The emergency evacuation procedure is known by hirer.
- Safe equipment and premises.
- Adequate heating, lighting and welfare facilities.
- A contact number is available to deal with defects/problems.
- Arrangements are in place to ensure the security of premises at the end of the letting period.

- Facilities are used in a responsible manner which does not compromise the safety of users or the premises or equipment.
- Emergency exits, fire extinguishers and alarm points are not obstructed.

Designated Premises Manager Responsibilities

It is the policy of the Governing Body that lettings will be supervised by the Premises Manager, or if they are not available, a substitute authorised by the Headteacher. The designated staff member is required to remain at the school for the full duration of the letting. If they have to leave the premises because of an emergency, they must in the first instance attempt to obtain cover. If cover is unavailable they must close the school. The hirer will then be reimbursed for the cost of the letting.

In the event of a regular long term letting by a responsible organised group, permission may be given, at the discretion of the Headteacher, for the Premises Manager (or other designated staff member) not to remain on site for the duration of the letting. In this event a school contact number will be provided to the hirer.

Hirer Responsibilities

The hirer must ensure:

- Adequate supervision
- No school equipment other than that specified is used
- Familiarity with emergency procedures equipment, eg fire extinguishers, alarms, first aid etc
- Nails, tacks, screws etc are not driven into walls, floors, ceilings, furniture or fittings
- Parking in designated areas, leaving access for emergency vehicles etc
- Facilities are used in a responsible manner which does not compromise the safety of users of the premises or equipment.

Key Holders

The school will maintain a list of key holders and will ensure that the Premises Manager is aware of the list. The Headteacher will authorise the list of key holders. An arrangement regarding the alarm system may be authorised (provided that a separate alarm code can be set).

Preparation

The Premises Manager will prepare the accommodation for the letting by:

1. Opening the premises according to the requirements.
2. Providing adequate heating and lighting.

3. Making available any furniture and equipment booked by the hirer.

It will be for the hirer to set out furniture as required and put back as first found.

Start of Letting

The Premises Manager must point out the position of fire alarms and fire exits and must make available cleaning equipment so that the hirer can leave the premises reasonably clean and tidy. The Premises Manager must also advise where he can be found in case of problems, enquiries or emergencies.

Hiring Charges

See Appendix A

Termination

1. If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
2. The Governors reserve the right to terminate any letting without notice where complaints are received as to the conduct or use of the premises by the Hirer.
3. The letting shall automatically be terminated by any breach of the conditions contained herein.
4. The Governors and Hertfordshire County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
5. In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (eg failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and Hertfordshire County Council shall have no further liability in that respect.

Hiring Charges

Rooms are charged for use to the nearest half hour.

Single Function Rates – out of school hours

| | Community Use | Commercial |
|------------------------------|---------------|---------------|
| Hall | £25 per hour | £30 per hour |
| Dining Room | poa | poa |
| Classroom | £20 per hour | £25 per hour |
| Sports pitches | £25 per match | £30 per match |
| Hall + additional facilities | poa | poa |

Regular Bookings Rates – out of school hours

| | Community Use | Commercial |
|------------------------------|---------------------|---------------------|
| Hall | £21 per hour | £26 per hour |
| Dining Room | poa | poa |
| Classroom | £15 per hour | £20 per hour |
| Sports pitches | £21 per match | £26 per hour |
| Sports pitches | £50 per day | £60 per day |
| Hall | £100 - £150 per day | £125 - £175 per day |
| Hall + additional facilities | poa | poa |

An additional 5% insurance charge is made on all lettings where the hirer does not hold appropriate Public Liability Insurance.

Discounts may be available for all day events (weekends/school holidays).

All hiring fees include use of cloakroom facilities for both adults and children.

Other information regarding lettings:

1. A concessionary rate may be applied when a service benefits the school. This decision is at the discretion of the Headteacher.
2. An additional charge may be levied should a let overrun. A cleaning charge may also be applied.
3. A late booking charge and cancellation charge may also be levied.