



South Hill Primary School

Lettings

Policy

May 2021

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 or Headteacher or staff endorse the products or services being offered.

All lettings must be authorised by the Headteacher and be reported to the Governing Body Resources Committees.

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 dated and a maximum letting of **52 weeks** can be agreed at one time. Lettings can occur on an hourly, daily, weekly 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 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 lettings in the holidays.

All lettings must end by 10pm Sunday – Thursday and 11.30pm Friday and Saturday. However, special extensions to this time may occur with the authorisation of the Headteacher and governors; 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 and for recommending any changes to the full governing body for decision-making.

The Governing Body has been delegated 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 Administrator and Site Manager, all of whom shall 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 and management agreement.
2. The Administrator has received copy of the lettings booking and management agreement endorsed to show that the hirer has accepted the conditions of the letting, has paid the required deposit and lettings charges.

Lettings Administration

1. Hirers will be directed to make their initial enquiries to the administrator who will provide details of lettings charges and conditions. The hirer will be notified whether the premises are available on the required date or not and, if appropriate will give the hirer and application form which is to be returned to the relevant office.
2. The hirer will return the application form to the administrator.
3. The above will check:
 - a) That the letting is of a type that can be authorised.
 - b) With the school diary that the premises are available.
 - c) With the Headteacher that the letting can be staffed.
 - d) Whether a deposit is required.

Subject to these checks, the Administrator will issue an invoice or notice of refusal.

4. The hirer will return a signed copy of the lettings booking and management agreement accepting the conditions of the letting and enclosing the deposit, if required. The School Business Manager will endorse the signed copy of the lettings booking and management agreement returned by the hirer, initialling it to show that she has received it.
5. The hirer is required to obtain any necessary permit from the Local Authority, for example, a public entertainment licence or alcohol licence and to provide a copy of the permit returned by the hirer to show that any necessary permits have been obtained.

6. The hirer is required to pay the full lettings charge, by BACS or DD at least fourteen days before the date of the letting. The administrator will endorse the signed copy of the permit returned by the hirer to show that payment has been made.
7. The School Business Manager will provide the administrator with a copy of the permit signed by the hirer to show that payment has been made.
8. Notice of cancellation shall be given by the hirer at least three days before the hiring date, failing which the full lettings charge is payable. A returnable deposit may be requested at the discretion of the Headteacher.
9. The Administrator will permit the letting to take place only if he has received the above permit endorsed by the School Business Manager.
10. The Site Manager will report to the School Business Manager whether any additional costs have been incurred because of extra cleaning, overrun of the lettings period, damage or other reasons. The School Business Manager will decide whether the deposit should be returned and, if so, shall report her decision and reasons to the Headteacher and subsequently to the hirer. The Headteacher shall discuss serious damage with the hirer and shall report it to the police and the insurers.
11. If the school has to cancel a letting for any reason, the School Business Manager shall give as much notice as possible but shall not be liable for any consequential loss on the part of the hirer.
12. 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.
13. The hirer shall not permit any interference with the gas system, pipes, electric wiring, light switches, or other installations of the school without the previous consent of the Governors in writing.
14. 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.
15. All electrical equipment used must be PAT tested.
16. The premises and rooms must be tidied and organised back to the same state after each letting.

17. 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 schools will be responsible for ensuring:

- All hirers must have £5M public liability insurance.
- Adequate means of escape in the event of an emergency and availability of equipment should an emergency arise (fire extinguishers, first aid kit, availability of a phone -or need to clarify that hirers will provide mobile).
- Ensure emergency evacuation procedure is known by hirer.
- Safe equipment and premises.
- Adequate heating, lighting and welfare facilities.
- Contact number available to deal with defects / problems.
- Arrangements in place to ensure security of premises at the end of the letting period.
- Facilities 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 SITE MANAGER RESPONSIBILITIES

There are 2 different types of lettings that require the Site Manager to oversee.

- Lettings (A) - where a regular, organised group with relevant paperwork.
- Lettings (B) – where members of the public are on site

Letting A will only need opening and locking up by a key holder.

It is the policy of the Governing Body that Lettings B will be supervised by the Site Manager, or if they is not available, a substitute authorised by the Headteacher. The Headteacher may authorise the hirer to stay on site if this is deemed suitable. A contact number regarding emergencies will be given. 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 with the cost of the letting.

Hirer Responsibilities

Hirer to ensure:

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

Key Holders

The school will maintain a list of key holders and will ensure that the Site Agent is aware of that list. The Governors and Headteacher authorises the key holders. An arrangement regarding the alarm system may be authorised (separate alarm codes).

Health & Safety

The hirer must contact the school to read the Fire Procedures and risk assessments and the Health & Safety Policy in place for the premises.

Preparation

The Site Agent will prepare the accommodation for the letting by:

1. Opening and zoning 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 Site Manager must point out the position of fire alarms and fire exits and must make available cleaning equipment in order that the hirer can leave the

premises reasonably clean and tidy. The Site Manager must also point out where he can be found in case of problems, enquiries or emergencies.

Hiring Charges

Rooms are charged for community use to the nearest half hour. The rates below are for an hours hire:

| Scale of Charges per Hour | Hall | Classroom |
|--|-------------|------------------|
| During the day – summer or winter | £17.00 | £11.00 |
| Out of normal hours in summer (1.4-31.8) | £23.00 | £17.00 |
| Out of normal hours in winter (1.9-31.3) | £29.00 | £23.00 |

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

| Other Charges | Playground for sport |
|--|-----------------------------|
| Out of normal hours in summer (1.4-31.8) | £11.00 |
| Out of normal hours in winter (1.9-31.3) | £11.00 |

- The football pitch may be hired and the hirer will be charged a fixed. Hirers will be advised that all other outdoor areas, facilities and equipment are out-of-bounds and are not to be accessed or used.
"Normal Hours" is defined as 7am to 6pm on school days

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.

1. Termination

- 1.1 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.

- 1.2 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 1.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 1.4 The Governors and 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.
- 1.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. 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 County Council shall have no further liability in that respect.