



Mill Lane Primary School

Lettings Policy September 2016

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Review Date: Sept 19

Mill Lane Primary School Lettings Policy

Introduction

The Governing Body regards the school buildings and grounds (which are owned by Stockton Borough Council) 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 pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the Nicola Jenkins School of Dance)”.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as LA meetings/courses

Priority for lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Lettings to ethnic minority groups such as mother tongue or supplementary schools
- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community

- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Faith groups
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings to youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling

Please also refer to The Safeguarding Policy and The External Speakers Policy eg Prevent Duty.

Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are currently £15 per hour.

The scale of charges will be reviewed annually by the Governing Body for implementation from the following financial year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the head teacher or deputy head teacher is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a

subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use

Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

No lettings will take place during the school day. (The exception to this is the use of the school as a polling station)

The earliest letting will commence at 5pm and the latest closing will be 9pm. (The exception to this is the use of the school as a polling station)

Lettings on Saturday or Sunday will be available from 9am to 9pm.

Only the Main Hall, Dining Hall and Library are available for lettings in the building

No school equipment is available for use during lettings.

Variations to these facilities and times will be subject to the approval of the head teacher.

Conduct of users

This is set out in the Terms and Conditions for use of school premises.

Security

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Head teacher, in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility,

such as security or child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of Governors.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school should also monitor the contractor's compliance.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Considering applications for lettings

Organisations seeking to hire the school premises should approach the office administrative staff. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy **(AM1)**, should be completed at this stage. A record of all enquiries should be kept on file.

A decision will be made on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in the school's lettings policy
- The availability of the facilities and staff
- The schools equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.
- Insurance cover **(AM2)**

Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

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. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Signed and dated:

Head Teacher

Chair of Governors



AM1

Application for Hire of Mill Lane Primary School

1. Name of Hirer _____
2. Address of Hirer _____
3. Daytime Telephone Number _____
Evening Telephone Number _____
4. Details of requirements: Room and area to be hired (tick relevant columns)

Dining Hall	Large Hall	Library	Classroom/ Meetings Room	Outside Area	Additional Facilities
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 hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

- *Public liability insurance is being provided by the Council's Third Party Hirer's Insurance Policy. I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.*
- *Public liability insurance is not being provided by the Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the*

name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant:

Full Name (in block letters)

Date

NOTE: The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

AM2

INSURANCE

Third Party Hirer's Insurance Policy – Summary of Cover

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any personal and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover are set out below:

1 Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Redcar & Cleveland County Council.

2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Redcar & Cleveland County Council.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:

- (a) Accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) Accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- (c) Accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.
- (d) Accidental damage occurring during the period of insurance arising out of the activities of the Hirer at the premises.

5. The policy will not apply in respect of the use of the premises for the following:

- (a) Meetings organised by political parties
- (b) Professional entertainment promotions
- (c) Commercial or business use
- (d) Hire of outside grounds **unless** as part of a hiring for the school buildings. Where only the outdoor grounds are hired, separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £5,000,000.

7 The policy **only** applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.