



Corbridge C of E First School **Lettings Policy**

Introduction

The Governing Body regards the school building 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 pupils, 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) will not 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.

Definition of a Letting

A letting may be defined as "any use of the school premises (building and grounds) by either a community group (such as a local music group or football team) or a commercial organisation (such as the local branch of Slimming World). A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils 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)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When (a part of) the school is being used for election purposes a Letting Agreement form will still need to be completed, but no charge will be made as Northumberland County Council (NCC) will reimburse the school with a token payment to cover the utility charges.

When a NCC organisation requires a let, charges should only be made to cover the costs: electricity, gas, water and administration. A substantial profit should not be made when NCC are using the school's facilities.

The specific charge levied will be reviewed annually, during the spring term, by the Finance, Property and Safety Committee, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

Sporting Facilities Charges – VAT

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT regulations state that for a series of 10 or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place
- The interval between each period is not less than one day and not more than fourteen days
- The charge is payable by reference to the whole series and is evidenced by written agreement
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

When letting the general purpose school hall for a sporting activity it will be exempt from VAT. VAT is only added when the facility being let is specifically for that sporting purpose (such as a swimming pool for swimming).

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Finance, Property and Safety Committee, who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. 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. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed. The letting should not take place until the hirer has signed a Letting Agreement form. The hirer may either pay at the time of the letting (any cheque must be made payable to Northumberland County Council) or 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. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school’s individual bank account, in order to offset the costs of services, staffing, etc (which are funded from the school’s designated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

Charges

The Governing Body has agreed the following charges for the letting of school premises. Charges are per session and each day is divided into three sessions as follows:

1. Before noon
2. 12 noon to 8.00pm (12 noon to 6.00pm on Fridays and Saturdays)
3. 8.00pm to 11.00pm (6.00pm to 11.00pm on Fridays and Saturdays)

If any letting extends into an additional session, the amount to be charged will usually be for two sessions, unless agreed otherwise in advance.

The cost per session is £35.00.

If a hiring is regular and for less than two hours (such as Brownie meetings), a reduced letting fee may be agreed.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a DBS check via the Disclosure & Barring Service. If a particular letting involves contact with the

school's pupils, all personnel involved must be checked. These checks must be made by prior arrangement with the Headteacher.

Any adults working with the school's pupils (for example, at any after school sports club) must be appropriately qualified. Sports coaches must follow NCC's guidelines for working in schools.

All adults working with the school's pupils must also complete a childcare Disqualification Declaration form.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance is £2 million. The Hirer must produce the appropriate certificate of insurance before the letting can be confirmed.

Insurance for One-Off Lettings

Individuals should be asked whether they have any contents insurance and, if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

Neither the school nor NCC will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested in advance and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the NCC code of practice for portable electrical appliance equipment. The intention to use any electrical equipment must be notified in advance.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. Please note the school is nut-free. All litter must be placed in the bins provided. The school kitchen will be locked and cannot be used unless prior permission has been granted by the Headteacher.

Alcohol

No alcohol shall be brought or consumed on the premises without prior consent.

Smoking

The whole of the school premises is a non-smoking area and smoking is not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify NCC against all sums of money which it may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-Letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Letting Agreement.

Security

The cost for security and cleaning of the premises after a hiring will be included in the charge for the letting. If no suitable person can be employed, the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Finance, Property and Safety Committee may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the premises in a reasonably tidy condition, returning any equipment to the correct place.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Review

The Finance, Property and Safety Committee will review this policy annually.

Date of Policy: **March 2015**