



Long Lane Primary School

Lettings Policy

Date	Description
June 2019	Agreed by Resources Committee

Review Schedule	Annually
Next Review	June 2020

1. Adoption

1. The governing board at their meeting on 5th June 2019 adopted the lettings policy and the scale of charges set out below.

2. Introduction

1. Long Lane Primary School aims to facilitate the use of the school premises by members of the local community in order to foster closer ties between the school and its neighbours.

2. The governing board has adopted the following policy to promote the hire of the school buildings and grounds, which are owned by West Berkshire Council, so long as the letting does not interfere with the school's primary purpose, to provide a high standard of education for all its pupils.

3. Responsibilities

1. The Governing Board is responsible for the policy and monitoring its implementation.

2. The Head Teacher will decide whether to permit lettings in conjunction with the Chair of the Operations Committee. If the Headteacher believes that a letting should not be permitted, the reasons will be presented to the Chair of the Resources Committee.

3. The personal license holder is responsible for deciding on whether to allow the sale of alcohol.

4. The school office is responsible for handling all administration, taking payment, and ensuring that all bookings conform to this policy.

4. Definition of a letting

1. A letting is defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organisation". Activities which fall within the corporate life of the school, such as PTA meetings and events and extra-curricular activities for pupils organized by the school are not considered lettings.

5. Priority for lettings

1. The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.

2. School premises may not be hired for any purpose which endangers the premises or which is excluded from insurance cover or other applicable regulation.

3. The school retains the right to decline any application.

6. Charges and Payment

1. The governing board is responsible for setting charges for the letting of school premises and will ensure that the school budget does not subsidise non-school activities, and that all costs are recoverable. In arriving at their scales of charges the governing board has followed the following principles:

- i. There will be parity of treatment for similar users.
- ii. The overall cost of letting school facilities will be recovered from users.
- iii. Any income derived from lettings will be paid into the school budget.

7. Letting costs

1. The Headteacher is empowered to determine to which group any particular individual or organization belongs. The scale of costs may be revised, and implemented, at any time by the Resources Committee.

- i. £13.50/hour for community groups.
 - ii. £25.00/hour for commercial organisations.
 - iii. £10.00/hour for the use of outdoor space with no use of facilities.
 - iv. £100.00/day for external commercial organisations
 - v. £13.00/hour for Lease of Classrooms GC/003 + GC/007
2. All bookings must be paid for in advance.

8. Discounts

1. Where it is considered appropriate, the Headteacher is empowered to offer any discounts for lettings.

9. VAT

1. 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, sports letting are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

10. Deposits

1. A standard refundable deposit of £50.00 is required at the time of booking as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

2. The deposit may be varied at the Headteacher's discretion to reflect bookings which are perceived to carry more, or less risk.

11. Payment methods

1. Payment for individual bookings will be required in full in advance of the time of booking by any method approved by the school office.
2. Payments for repeat bookings will be determined by the school office.
3. A receipt will be issued for all payments received, if requested.

12. Cancellations

1. There will be no cancellation charge for any booking which is cancelled more than 15 days before the event.
2. Cancellations within 15 days will be charged at 50% of the full rate.
3. Cancellations within 24 hours of the fixture will be charged at the full rate.
4. The school will seek to recover any cost incurred by the school which is unavoidable and result directly from the cancellation of a letting.

13. Letting times, available facilities and equipment

1. The following times, facilities and equipment available are agreed as follows:
 - i. Lettings will not normally extend beyond 10:30pm.
 - ii. Lettings for Weddings and Private parties will be at the discretion of the full Governing Board.
 - iii. The Kitchen, Office Areas, Staff room, and Classrooms will not be let to outside groups in normal circumstances.
2. Variations to these facilities and times will be subject to the approval of Head Teacher.
3. Premises may be booked through the school office.

14. Considering applications for lettings

1. Organisations seeking to hire the school premises should approach the Head Teacher.
2. A request form (attached) should be completed, and a record of all enquiries should be kept. The Headteacher will decide on the application with consideration to:
 - i. Interference of school activities;
 - ii. The priority for lettings agreed by the governing board;

- iii. The availability of the facilities and staff;
 - iv. The school's equal opportunities, health and safety and child protection policies;
 - v. The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.
3. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, the Chair of the Operations Committee will be consulted.
 4. The school reserved the right to decline any application.

15. Safety and Security

1. The Headteacher 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. The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.
2. Smoking is not permitted anywhere on the school site.

16. Complaints procedure

1. A complaint about the school from someone letting the school premises should be dealt with by following the school's complaints procedure. Complaints by a third party about a letting should be forwarded to Hirer.

17. Review of Policy

1. The governors will review the policy annually from the date of approval.

18. Miscellaneous

1. The school will not be liable for any loss or damage to any property belonging to the hirer, or those taking part in the booked activity.
2. The car park is available for use at the car owner's risk. The school will not accept any liability for loss or damage to vehicles or other property.
3. The school or its representative reserves the right to terminate any event at any time where in its view a breach of the terms and conditions has occurred.

Appendix 1: Scale of Charges and cancellation charges



NAME OF SCHOOL:

**CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS,
COMPANIES, ORGANISATIONS, SCHOOL PTA**

IN CONSIDERATION OF SCHOOL AGREEING TO HIRE TO ME/US

MY/OUR NAME:

ADDRESS:

..... POST CODE:

TELEPHONE NUMBER:

OCCUPATION:

THE FOLLOWING ACCOMMODATION
(state requirements, rooms, hall, playing field, car park etc.):

PLUS (if applicable) any additional equipment (e.g. school piano, television, shower facilities etc.) as specified here:

FOR THE PURPOSES OF (fully state the purpose of the hire of the premises):

ON (insert date(s)):

FROM (insert times) TO

IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES, THE HIRER HEREBY AGREES:

1. that the School reserves the right to terminate the hire with immediate effect should it be found that any part of the School and/or its equipment has been damaged, stolen or used inappropriately or if the direct consequence the hire of the premises is an adverse impact on the operational function of the School for its primary purpose;
2. to hire and use the accommodation/equipment as detailed above in accordance with the School's lettings policy and conditions and charges, which have been read and understood;
3. that the School may, demand ~~full~~ or partial payment of its charges at any stage, which will be paid on demand;
4. .
5. that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary licence (such as for the sale of alcohol) and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and conditions;
 - b) that in the event of a cancellation within 15 days of the event, a 50% charge will apply, and that a cancellation on the day will incur the full cost of the hire;

- c) VAT may be applicable in certain circumstances and for certain hirings. I/we have enquired and established at the time of making the booking whether VAT is payable.
- d) that a responsible person will be present, and contactable, on the premises at all times during the full period of the hire;
- e) to accept full responsibility for any damage or loss caused to the School's buildings or equipment subject to the contract of hire;
- f) to pay the cost of any cleaning that is required as a consequence of the hire, and is, in the opinion of the officers of the school, outside the scope of the agreed hire charge; such cleaning will be charged to me at the appropriate rate;
- g) the School and West Berkshire Council accept no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the School or West Berkshire Council;
- h) to immediately inform the school upon discovering any hazard affecting access to the school premises, or regarding the equipment to be used;
- i) that only equipment designated in this contract shall be used;
- j) that any requirement to install and use equipment must be agreed by the Head Teacher or an authorised representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
- k) to remain familiar with the position of telephones, escape routes, fire alarms and fire fighting equipment.
- l) to ensure that all users are familiar with the fire regulations and procedures;
- m) to indemnify the School and West Berkshire Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of West Berkshire Council, the School or its Governing body.
- n) to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
 - i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property – **limit of indemnity not less than £5 million**
 - ii) accidental damage howsoever caused, including by fire, to the premises on hire – **limit of indemnity not less than £5 million**

EXCLUDED LETTINGS

- **Political meetings**
- **Professional Entertainment promotions**

SIGNATURE OF HIRER (where hirer is an individual**):

OR

AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation**):

POSITION:

DATE:

WITNESSED BY (signature):

NAME OF WITNESS (block letters):

ADDRESS OF WITNESS:

..... POST CODE:

OCCUPATION:

[If applicable, the invoice in respect of payment for the hire of the said accommodation/equipment may be forwarded to:

.....

.....]

*** If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the school at least 7 days before the proposed date of the hire.*