

Lettings Policy

Signed by:

Chair of Governors

Date:

Committee with oversight for this policy	Resources Committee
Policy to be approved by	Full Governing Board
Policy last ratified and adopted by Full Governing Body	December 2018
Policy / Document due for review	December 2019

Lettings Policy

Introduction

The Governing Body of Woodlands Academy regards the school buildings 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. Where there is a conflict between a letting and a school event, the school event will always take priority.

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 re-imbursed to the school's budget.

Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings 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 ‘Weight Watchers’)”*. 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 – may be delegated to the Resources Committee and ratified by the Governing Body - is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Deposit which will be refunded in full or part once premises have been inspected following the event
- 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

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.

The specific charge levied will be reviewed annually by the Governing Body or by the Resources Committee, during the spring term 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.

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 Resources, Personnel, Premises and Safety Committee, who is empowered to determine the issue on behalf of the Governing Body.

The Governing Body reserve the right to refuse an application and no letting is deemed booked until approval has been received in writing by the applicant / organisation

No public announcement of any activity or function taking place may be made by the organisation concerned until the booking has been confirmed by the school, in writing.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher, who will identify their requirements and clarify the facilities available. An **Initial Request Form** should be completed at this stage. 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.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. 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. The refundable deposit and payment will be sought in advance.

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 which are funded from the school's delegated budget. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

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 21, 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 criminal record check via the DBS. If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DfE guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time. This evidence will without fail be required by the school from the hirer if the letting involves children under the age of 18

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

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 gangways, 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.

The following must also be applied:

- There may be no obstructions in hallways or exits. Emergency exits must be clear at all times
- Emergency lighting must be on at all times and must highlight emergency exits
- Fire-fighting apparatus shall be kept in its proper place and only be used for the intended purpose
- The fire brigade will be called out to any outbreak of fire and reported to the Headteacher
- The hirer will be responsible for ensuring they are familiar with the procedure for evacuation, the escape routes, assembly points and be familiar with the equipment available for fighting fires
- The hirer is responsible for communicating the above to all attendees of the hire
- Performances involving danger to anyone are not permitted
- Flammable substances may not be brought on to the premises
- No unauthorised heating appliances may be brought on to the premises
- Any electrical equipment brought onto the site shall be subject to regular PAT testing and certification provided as evidence. Any use of electrical equipment must be declared on the hire application form. The Governing Body disclaim any responsibility for claims and costs arising out of or in any way relating to such equipment

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.

If during the hiring any faults or damages to equipment are encountered, these must be reported immediately to site staff, who will verify and report to the Headteacher.

No part of the premises may be used other than those specified in the hire request. The Governing Body will charge any violation of this to the refundable deposit.

No part of the premises may be used for any unlawful purpose or in any unlawful way

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 cover is £5 million (fivemillionpoundsuk) in respect of any one incident. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Education Authority, 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. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

No substance may be applied to flooring to prepare them for dancing or other activities associated with the hire.

No footwear that damages the flooring may be worn

School Equipment

This can only be used if requested on the initial application form, 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.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. The school will not be responsible for damage to cars or any other property and cars may not block access to the school or roadways. Emergency services must have unobstructed access.

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 schools 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. All litter must be placed in the bins provided.

NO MEAT CAN BE BROUGHT ONTO OR CONSUMED ON THE SCHOOL SITE

Intoxicating Liquor

No intoxicants or alcohol of any type shall be brought on to or consumed on the premises.

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 the Local Authority against all sums of money which the LA 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 **Hire Agreement** .

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then 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 of the school.

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 Resources or Health 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 accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Local Community

All persons on the school site must respect the need to keep noise to a minimum for local residents. This applies to arrival and departure as well as the time spent on site

All persons on site must be mindful of the school standing and reputation in the local community and may not do anything to jeopardise this. Action may be taken if this is breached.

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. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the school playground. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher 14 days prior to distribution by the Hirer.

Complaints

Any complaints arising from a hire agreement will be dealt with using the school's complaints procedure. A copy is available by email or from the school website

SCHOOL LETTING - INITIAL REQUEST FORM

Name of Applicant:DOB:

Address:
.....

Telephone Number: Mobile.....

Name of Organisation:

Activity of Organisation:

Details of Premises Requested (Hall, Playground, Football Pitch etc):
.....

Day of Week Requested:

First choice:

Second choice:

Third choice:

Start Time:

Finish Time:
(please allow time for your preparation and clearing up)

Dates Required:

Use of School Equipment (please specify your request):

Details of any Electrical Equipment to be brought:

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Relevant Qualifications of Supervising Adults:

Where applicable have List 99 and/or CRB checks been carried out? When? By Whom?
.....
.....

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information:
.....

I confirm that I am over 21 years of age, and that the information provided on this form is correct.

Signed: **Date:**

HIRE AGREEMENT

1. The Governing Body of (Woodlands Academy W13 0DH)

2. The Hirer:

Address:

.....

Telephone :

3. Areas of the School to be Used:

4. Specific Nature of Use:

5. Maximum Attendance:

6. Details of any School Equipment to be Used:

7. Date(s) of Hire:

8. Period(s) of Hire:

9. Fee (specify per hour or per session) payable in advance: £

10. Deposit paid in advance: £.....

11. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

13. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

14. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures: (The Hirer)

..... (On behalf of the Governing Body)

WOODLANDS ACADEMY LETTING AGREEMENT

Name of Applicant: _____

Address: _____

Telephone Number: _____

Name of Organisation: _____

Activity of Organisation: _____

Details of Premises Requested (Hall, Playground, Football Pitch etc):

Date/s requested: _____

Start Time: _____

Finish Time: _____

(Please allow time for your preparation and clearing up)

Use of School Equipment (please specify your request): _____

Details of any Electrical Equipment to be brought: _____

Maximum Number of Participants: _____

Age Range of Participants: _____

Number of Supervising Adults: _____

Relevant Qualifications of Supervising Adults: _____

Where applicable have List 99 and/or VBS checks been carried out? When? By Whom?

Prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (at least £5 million for public liability)

The Hirer confirms that arrangements are in place with reference to First Aid

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment

The Hirer confirms that all participants will comply with the schools agreed health and safety policy, including the non-smoking policy

The Hirer confirms that if any agencies / adults who do not work for Ealing are employed within the school setting that they will provide the school with evidence of public liability insurance (at least £5 million), relevant VBS clearance, evidence of qualifications etc. and any other relevant materials.

Any other relevant information:

Hire costs (per session)

Please include cost of opening and shutting of school building, plus employment of on-site staff and general hiring of the premises.

£ _____

Refundable (subject to all terms and conditions being met) deposit paid

£ _____

I confirm that I am over 21 years of age, and that the information provided on this form is correct.

Signed:

Date: