



**The
Three
Rivers**
Learning Trust

Name of Policy	Lettings
Policy Number	NS15
Chantry & Newminster Middle Schools	
Named Person(s)	Dominique Flint
Review Committee	Academy Council
Last review date	Autumn 2019
Next review date	Summer 2021

1. Introduction

The School Business Manager (SBM) and Headteacher (HT) controls the use of the school premises both during and outside school hours.

The SBM and HT regard the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The SBM and HT welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The SBM and HT acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. 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 teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Board meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Charges for a Letting

The SBM and HT are responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover 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);

The specific charge levied for each letting will be reviewed no less than annually by the SBM and HT. This review will preferably take place during the summer term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. (appendix 1)

4. 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 to this under certain circumstances).

5. Management and Administration of Lettings

The HT is responsible for the management of lettings, in accordance with the Academy Council's policy and has delegated all of this responsibility to the SBM, whilst still retaining overall responsibility for the lettings process.

If the HT has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Academy Council.

6. The Administrative Process

Organisations seeking to hire the school premises should approach the SBM who will identify their requirements and clarify the facilities available. An **Initial Request Form** (a copy of which is attached to this model policy) should be completed at this stage. The SBM has the right to refuse an application, and interested parties should be advised that 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 by (or on behalf of) the SBM, 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, in advance, for the cost of the letting as appropriate in accordance with the Board's current scale of charges.

All lettings fees, which are received by the school, will be paid into the Learning Trust's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the SBM.

7. Public Liability and Accidental Damage Insurance

The Hirer warrants to the SBM 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 *£2 million*. The Hirer must

produce the appropriate schedule of insurance cover before the letting can be confirmed.

8. Child Protection and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the SBM prior to approval.

When determining whether to approve an application, the SBM will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the facilities or business manager balanced or outweighed by freedom of expression or artistic merit).

The SBM will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

Appendix 1 - [Initial Request Form](#)

Appendix 2 - [Terms and Conditions](#)

Appendix 3 - [Hire Agreement](#)

Appendix 4 - [Scale of Charges](#)