# Lettings Policy

# **Document Summary**

Document Owner:	Lucy Gale	
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Date Last Approved:	January 2021	
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Frequency of Review:	Anually	
Governing Committee:	Staffing & Resourcing	
Statutory Policy?	No	
On School Website?	Yes	

#### FYI: Version control should be used for all formal documents and managed as:-

- > 0.1 (1st draft version)
- ▶ 0.2 (2nd draft and so on.... 0.3. 0.4 etc)
- ▶ 1.0 (Once document has been approved)
- ▶ 1.2 (during review/approval of a lifecycle document i.e. policies)
- > 2.0 (2nd approved document) and so on.

### **Amendment History**

Version	Amendment Date	Author	Amendment Summary
V1.0	14/10/16	Mo Jones	Reformatting Only
V2.0	06/04/17	Mo Jones	Moved to S&R committee following FGB
V2.1	14/03/18	Mo Jones	Review Due
V3.0	22/06/18	Ruth Owen	Final Formatting
V3.1	06/03/19	Lucy Gale	Review due – no changes
V3.2	20/03/19	Lucy Gale	Review with Governors
V4.0	24/05/19	Ruth Owen	Final formatting following review

V4.1	06/12/19	Ruth Owen	Updates following internal audit
V4.2	20/01/20	Ruth Owen	Update of additional charges
V5.0	27/03/20	Ruth Owen	Final formatting following review
V5.1	10/11/20	Lucy Gale	Review due
V6.0	04/02/21	Ruth Owen	Final formatting following review
V7.0	11/03/21	Ruth Owen	Removed obsolete charge notice

#### INTRODUCTION

The school will make every reasonable effort to enable the community to use the school hall and grounds as much as possible. However, the Governors and school staff recognise that the main use is as a school and to provide a high standard of education for all its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The Schools delegated budget will not be used to subsidise any lettings by community or commercial organisations. A charge will be made in respect of any lettings of the premises and reimbursed to the schools budget. Any profit will be used to the educational advantage of the pupils of Frampton Cotterell C of E Primary School.

# **SCALE OF 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:

- Costs of services (heating and lighting)
- Cost of staffing (caretaking and cleaning)
- Cost of Administration
- Cost of 'wear and tear'
- Cost of use of school equipment (where appropriate)

The specific charge levied will be reviewed annually by the Governing Body for implementation from the beginning of the next academic year. Charges for the school hall/room are as follows:-

Weekday rates: £ 25 for 1 hour

£ 30 for 2 hours

£ 35 for 3 hours

£ 40 for 4 hours

'Friends of FCCE' events: Free

Governor events: Free

Church Free

Use of equipment such as floor mats, music system, overhead projector, cups/cutlery will be charged an additional £5 per session (plus VAT).

Charges for the school field is £35 per 2-hour session. Additional time over the 2-hour session is charged at £5 per hour.

# **VAT**

In general, the lettings of the premises for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from South Gloucestershire Council Education Finance Department. Charges for use of equipment 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 the responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, she/he will consult with the Governors who will determine the issue. The Governors are empowered to cancel any letting at any time – either the fee paid will be refunded or an alternative date/venue will be offered except in the case of misconduct.

The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements.

The school is a smoke free (this includes the use of e-cigarettes) and nut free zone and therefore this policy applies to all lettings.

One Front Door Access Card is provided with your key agreement. Additional cards can be purchased at a cost of £5.00. This can be arranged with the School Business Manager.

Invoices raised for lettings are payable upon receipt. Debt collection is the responsibility of Frampton Cotterell CofE Primary School. The School Business Manager will check payment is received and email/phone to chase for any outstanding payments. The Headteacher may exercise discretion on specific debts and decide, with Governors approval, on what the limits of discretion are. If payment is still not received without contact, credit facilities may be removed and access to the school may be revoked.

# **CARE OF PREMISES**

The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.

The hirer is required to pay the school the cost of making good any damage to the property which may be the result of the letting. The hirer is required to clear away and remove any rubbish from the school site and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.

The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address

systems to be installed by the hirer, except with the express approval of the Governing Body.

Whilst the school gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to ensure that they are in a reasonable state. Please report to the office if you find this not to be so.

The school shall deem whether any pitch or field is fit for use and their decision shall be final.

# **LEGAL REQUIREMENTS**

The hirer is responsible for working within the schools's Health & Safety policy (Contractors and Visitors to Site policy attached) to ensure safe working practices.

The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no such application shall be made without the prior approval of the Governing Body.

The hirer shall comply with Section 12 of the Children and Young Person's Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.

The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance, or annoyance to other users of the premises or neighbouring or adjoining premises.

In the event of a pandemic, lettings must ensure they adhere to Government hygiene and social distancing guidelines.

# THE ADMINISTRATIVE PROCESS

Organisations and individuals seeking to hire the school premises should approach the Headteacher or Finance Administrator who will identify their requirements, clarify the facilities available and approve the letting.

Once a letting has been approved, a completed Hire Agreement form will be sent to the hirer by the school, setting out full details of the letting and enclosing a copy of the Lettings Policy and evacuation procedure.

The letting should not take place until the signed Hire Agreement form has been returned to the school. The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.

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.

All letting fees, which are received by the school, will be paid into the schools delegated budget account via the CIVICA accounting system.

All lettings are subject to an annual review by the school.

### **PUBLIC LIABILITY INSURANCE**

All hirers will be required to have Public Liability Insurance with a minimum limit of £5,000,000 (five millions pounds) and will be requested to provide confirmation on the Hire Agreement form.