

King Edwin Primary & Nursery School



Lettings Policy

This policy was reviewed in February 2021 by
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Dick Empson (Governor)

The policy was adopted by the F&GP Committee on 25 March 2021

This policy is reviewed annually

Date of next review: Spring Term 2022

1 INTRODUCTION

Lettings arrangements relate to the use of the school premises, accommodation and facilities outside of the normal school day. The Governing Body accepts the responsibility for the letting of school premises, for lettings arrangements and for setting lettings charges.

2 DEFINITION

- a) "School premises" include the site, the playing fields and all buildings on them.
- b) "School buildings" mean any building or part of any building forming part of the school other than the building described as "other buildings".
- c) "Other buildings" mean any buildings or parts of any building forming part of the school premises required only:
 - i. for use in connection with the playing fields
 - ii. for medical inspections and treatment by the LEA
 - iii. for use in providing meals or other refreshments for pupils attending the school.
- d) "Appointed person" means an individual appointed by the Governing Body to be responsible for the lettings arrangements for a specified date and this may be the Lettings Officer or site manager.

3 THE PROVISIONS FOR LETTINGS ARRANGEMENTS

Governors recognise that the Authority may direct them to provide accommodation on the school premises or any part of them on any weekday for any educational purpose or youth activity for which the Authority wishes to make provision. Such direction is limited to not more than three days in any week and may apply only when the accommodation needed is not being used for the purposes of the school.

Subject to any directions by the Authority and the statutory requirements of any Act of Parliament, the Governors will control the occupation and the use of the premises at all times.

The Governors will accept responsibility for any expenditure incurred by them in the respect of the school out of school hours, such as the cost of heating and lighting. The salary paid to the Site Manager includes an element to cover the cost of a number of school-based lettings, e.g. parent's consultation evenings, school functions and PTA activities. Other activities, such as lettings to outside bodies, will attract payments to the appointed person at a specified rate for these extra duties performed for the Governors when the premises are so used.

Any sums received by the Governors of the school in respect of the letting or hiring of the school buildings will be retained by the Governors. Governors accept that they must reimburse the school's delegated budget for the full cost of any such letting. Any surplus income from such lettings will be retained by the Governors and all income in respect of the letting or hiring of the other buildings and playing fields will be paid into the school's budget.

4 USE OF SCHOOL PREMISES

4.1 General

- a) No lettings fees will be charged for use of the premises for school activities and all costs associated with them will be met from the school budget.
- b) Governors define school activities as those, which relate to statutory educational provision within the school and other school-originated activities such as fund raising events, Governors' meetings, parents' meetings, staff meetings and pupil meetings.

4.2 Free and subsidised lettings

- a) All school lettings will be self-financing since the school cannot subsidise non – school activities out of Budget Share.
- b) Governors recognise that they are permitted to cross-subsidise lettings for community and voluntary use with income from other lettings and will ensure that there is no net cost to the school budget share.

4.3 Use of the school premises by the LEA

- a) Governors will seek to recover the minimum cost of any expenditure incurred specifically as a result of the premises being used by the Authority outside school session times.
- b) Governors anticipate that any use of the premises by the LEA within the school session times will not result in any additional expenditure.
- c) Governors reserve the right to charge an appropriate portion of any letting fee due as a result of an activity taking place partly within school session times and partly outside school times.
- d) No charges will be made for any letting before 6.00pm

4.4 Use for an election and other public purposes

- a) A candidate in a parliamentary election may use a suitable room in the school at reasonable times outside those used for educational purposes for holding public meetings. The candidate will be charged only for expenses incurred and any damage done.
- b) For the purposes of taking a poll at an election, a returning officer may use a room in the school and will be charged only for any expenses incurred and any damage done.

4.5 Conditions of hire

- a) Governors will only consider applications to hire following receipt of two completed copies of the Nottinghamshire County Council form "Application for Hire of Young Peoples Premises". A copy of the form is attached an appendix.
- b) Governors will consider bookings subject to:
 - The premises not being required for school purposes
 - The premises not being required for election purposes
 - The purposes of hiring the premises is agreed by the headteacher and Governors and not being contrary to the ethos of the school
 - The availability of school staff to open and secure the premises
- c) The headteacher and Governors accepting that the likely degree of wear and tear on the premises, including the school fields is acceptable.
- d) The hirer must ensure that the activities are conducted under appropriate adult supervision so as to cause no inconvenience to neighbours of the school. Any proposed letting which it is felt might cause disturbance to local residents will be refused.
- e) It is the responsibility of event/activity organisers to appoint responsible persons to maintain order throughout the letting.
- f) The hirer shall meet the cost of making good all damage caused to the premises or other property and shall indemnify the Governors and the County Council from and against all costs, charges, claims and demands for injury, loss or damage to persons or property.

Hirers are advised to take out insurance cover for the period of the letting.

- g) The hirers must not remove or stand on school furniture and equipment or remove other fixtures and fittings. Specialist advice must be obtained from the school before attempting to move equipment such as pianos.
- h) The hirers shall complete Form CC.110 to apply for the hiring of the premises and they shall receive a copy of the form together with its conditions of hiring.
- i) The Governors require that at least 10 days notice must be given by any potential hirer of the premises.
- j) Notices may not be displayed on school premises without the prior approval of the headteacher.
- k) The Governors and the County Council do not accept any liability in respect of parked vehicles at the school site, which are in any way connected with the letting.
- l) It is the responsibility of the hirer to obtain and pay for any necessary licences required with the letting.
- m) Governors require that all electrical equipment being used in any part of the premises be connected to the mains electrical supply via an adapter fitted with a residual current device. The unit must be tested, in accordance with the manufacturer's instructions before the mains supply is switched on.
- n) No special preparation may be applied to floors; footwear likely to cause damage to floors is not permitted.
- o) Governors reserve the right to cancel lettings of the school field in adverse ground conditions to prevent damage to the surfaces.

- p) Governors assign priority to the use of the school outside normal school hours as necessary.
- q) The headteacher must be given 5 working days notice of the cancellation of a letting. In default of this, the appointed person's letting fee will be charged to the hirer.
- r) The hirer must not sublet the letting of the school premises.
- s) School Catering facilities:
 - Use of school catering facilities should be negotiated through the school.
 - The schools catering department, may be prepared to provide a catering service for hirers of the facilities in the school. For details of the services available and their costs, separate application should be made to the catering manager of the school.

4.6 Lettings administration

- a) Governors will undertake to comply with the LEA Financial Regulations and ensure that:
 - No letting is subsidised from the budget share.
 - Favourable terms are only offered to groups for use of the premises providing additional lettings income is generated from other groups.
- b) All payments to the appointed person will be made through the payroll system.
- c) Income from lettings will be recorded as income in the school budget.
- d) Lettings charges will be decided by the Finance and General Purposes Committee of the Governing Body will be reviewed annually. The scale of charges will be made available on request to any person interested in the hiring of the premises. A copy of this policy document will be issued to all persons requesting the scale of hire charges.
- e) Governors may require payment in advance for the hiring of the premises. Additional charges may be made for preparation time in advance of the letting and for any clear up time after the letting.
- f) VAT will be applied to charges as appropriate with current Customs and Excise Regulations.

5 POLICY AND CHARGING REVIEW

Governors will review this policy annually towards the end of each financial year and will set the scale of charges to be used from the following September. Charges are currently in line with LEA recommended rates.

APPENDIX:

Application for Hire of Young Peoples Premises



Application for Hire of Young Peoples Premises

(At least 10 days notice must be given in all cases)

Application should be completed, signed and both copies returned to address opposite
A copy will be sent to you to confirm that your booking has been accepted.

Address
.....
.....
.....
Email:

Name of Young People's Service Premises in which function is planned:

.....

Name of Club/Organisation/Individual making application:

.....

No. of Rooms Required:

Coffee Bar Area (YES/NO):

Date(s) required:

Time from: To: (Minimum charge is for 3 hours) Numbers attending:

Purpose of Booking:

.....

I agree to abide by the conditions of hire printed overleaf, and the rules and regulations for the hire of the premises as stated by the Nominated Property Officer.

Signed:

Date:

Full Name of Hirer to whom invoice is to be sent (Mr, Mrs, Miss, Ms):
(Capital Letters)

.....

Address:

..... Postcode: Daytime Contact No: Email:

For Completion by Nominated Property Contact of the Premises

Facilities available and Caretaker informed and agree:

Signed:

Date:

For Completion by Locality Manager (NPO)

Approval is given to the above application subject to the hiring conditions. The lettings charge will be assessed according to the Children and Young People's Committee and from the information given this charge is provisionally assessed at

£ p at the Standard/Lower Rate.

NPO Signature:

Initial hire charge is for 3 hours. Additional hours the charge is pro rata.

A minimum of 5 working days notice in writing will be required for cancellation of bookings. (Some establishments will require more).

Any specific facilities available which are unique to a unit will be detailed on a supplementary information sheet and attached to this application form where applicable.

Nottinghamshire County Council Youth, Families and Culture, Young People's Service

1. The hirer shall pay the charge requested by the Council usually prior to the use but no later than 14 days of receiving an official account.
2. The Authority reserves the right to cancel a booking at any time without making any compensation.
3. The Authority exercises the right to vary the hiring fee to cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
4. The hirer shall defray the cost of making good all damage caused to the premises or other property of the Council which is in any way attributable.
5. Cancellations not notified at least five working days in advance of the booking will be charged in full.
6. The Authority will not in any circumstances be responsible for any damage to or loss of goods or property brought to the premises by the hirer or persons attending the function therein, and the hirer shall indemnify the County Council against any claims which may be made upon them in this respect. The County Council accepts no liability for goods and personal effects left on its premises by the hirer, or by any user of the premises.
7. Hirers utilising on a regular basis are required to renew their hire agreement annually if they wish to continue the hire booking. The agreement is valid for a maximum of 12 months and will not automatically renew.
8. Health and Safety

The Hirer has received the Fire Action procedure and information for this YPC.
The Hirer has received information and the procedure for reporting faults and damage to this YPC.
The hirer has been informed of the correct procedure to follow if a fire is discovered or the fire alarm rings.
The Hirer has been shown the break glass call points, fire escape routes and fire exits for this YPC.
The Hirer has been shown the location of the fire extinguishers and fire blankets and been informed that only trained people should operate fire extinguishers.
The Hirer has been shown the location and how to in an emergency shut off water, electricity, gas and security and fire alarms.
The Hirer must report all accidents involving injury to users of their project, using the provided accident/incident forms.
As there is no storage space available, all equipment and other property must be removed at the end of each hiring.
The Hirer shall be responsible for leaving the YPC in a clean and tidy condition, properly locked and secured, and any contents temporarily removed from their usual positions properly replaced.
Smoking is not allowed in the YPC or on its grounds.
The Hirer has seen/has access to the Yellow Health and Safety folder.
The Hirer has seen/has access to all relevant risk assessments.
During the period of the hiring, the hirer is responsible for the supervision of the YPC, and its contents. Cost of any damage to the premises or to the fixtures, fittings or contents will be repaid immediately to Nottinghamshire County Council.
9. Safeguarding

It is important that the hirer considers safeguarding risks. If concerns are raised or observed the hirer must contact their line manager/Young People's Service duty manager. Please see the Young People's Service Safeguarding Children Flowchart for further guidance.
10. Prevention of Extremism

The Hirer must not use, permit or allow the YPC to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.
11. Kitchen

When preparing or serving food all relevant food health hygiene legislation and regulations will be observed and all rubbish/remaining food will be removed from the premises.
The Hirer will ensure that all worktops are wiped/cleaned at the end of each hiring.
The Hirer will ensure that all dishes/cups are washed at the end of each hiring.
The Hirer will ensure that young people are supervised at all times.
12. The Hirer shall ensure that such activities are conducted in an orderly manner and that the right to use the premises is exercised in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
13. The Council do not accept any liability in respect of the parking of any vehicle at the premises connected in any way with the application or letting of the premises during the letting period.
14. Furniture or equipment must not be removed from the premises.
15. No fixtures or decoration of any kind requiring nails or screws to be driven into the property are permitted.
16. No notice, either permanent or temporary, may be affixed to club notice boards or displayed on the premises without prior approval of the NPO.
17. Alcoholic drinks must not be brought onto the premises, except by arrangement with the NPO when given that no Under Age Drinking is permitted.
18. It is a condition of hire that if you use your own electrical equipment in the premises the equipment must be connected to the premises electricity supply via a portable plug or adaptor fitted with a residual current device and that these devices should be tested prior to use. If a residual current device is not provided in the room which you are hiring you are required to provide your own.
19. The Hirers shall obtain at their own expense all the necessary licences (including Drinks Licence) required in connection with the use of the premises for the purpose for which the same is let and to observe and comply with all the conditions attaching thereto. NOTE: Early enquiries should be made of the appropriate District Council in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Applicants for a music, singing and dancing licence are required to give at least 28 days notice to the Licensing Authority.
20. A licence is required for the public performance of any sound recordings. A licence covering most makes can be obtained from the Phonographic Performance Limited of Ganton House, 14-22 Ganton Street, London W1U 1LB and from the Performing Right Society, 2 Wren's Court, 55 Lower Queen Street, Sutton Coalfield, West Midlands B72 1RT. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.