



LETTINGS POLICY

March 2021-2023

Passmores Co-operative Learning Community

Lettings Policy

Section 1: Introduction

The Trust recognises the position of the school in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The Trust 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 Trust acknowledges that extended services, including community services, support and complement 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.

Section 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 to separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Trust Board and governing body committee 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.

Section 3: Charging

The Trust Board is responsible for ratifying charges for the letting of the school premises following recommendations by the Finance & Audit Committee. 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 insurance
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

The letting of rooms is exempt of VAT.

Section 4: Management of Lettings

The Headteacher is responsible for the management of lettings. The Headteacher delegates the day to day administration of the lettings to the Office Administrators, however retains overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Trust Board to determine the issue on behalf of the Trustees.

Section 5: Operational Process

Organisations seeking to hire the school premises should approach an Office Administrator who will identify their requirements and clarify the facilities available. An Application Form (Appendix 1) should be completed. The Trust Board 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 the Office Administrator, a booking form 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 as appropriate in accordance with the Trust Board’s current scale of charges. Where possible the school will seek payment in advance in order to reduce any possible bad debts.

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.

During a hire of the school’s premises, a member of the school’s staff must be present to open and lock the building.

Section 6: 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 Headteacher prior to approval.

When determining whether to approve an application, the Headteacher (delegated to the Office Administrators) 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 Headteacher, balanced or outweighed by freedom of expression or artistic merit).

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.

This policy was approved by the Finance Audit & Risk Committee on 11th March 2021. It will be reviewed at least every two years.

Appendix 1

**Passmores Cooperative Learning Community Letting
Services**

Booking Form for Facility Hire

Name of Organisation - _____

Name & Address of Applicant 1 _____

Postcode _____

Email Address _____

Contact Telephone No's. Day _____ Evening _____

Please include a second person's contact information

Name & Address Applicant 2 _____

Postcode _____

Email Address _____

Contact Telephone No's. Day _____ Evening _____

Facility Information

Which Facility would you like to hire? _____

Purpose of Hire? _____

Time of Hire? _____

Dates Required? Start Date- _____

Finish Date- _____

(If your booking is not continuous then please attach a sheet with a list of the dates you wish to hire the facility)

Please note you will be charged for all dates between your Start and End Date

Passmores do reserve the right to cancel hire for the night due to unforeseen circumstances or school activities, which you will not be charged for.

Terms & Conditions fire safety arrangements see attachment.

1. I have read and accept the term & conditions relating to hire, and Fire Safety.
2. All payments must be paid within 14 days from receipt of invoice.

Signed _____

Name _____

For official office use only

Price agreed with customer _____

Notes; (Equipment, Staff etc)

If working with children under 18 CRB evidence/Coaching Qualifications(s) inspected by school.

Liability Insurance Policy Number _____

Coaching Qualifications _____

DBS Number _____

Appointed Welfare Officer (Where appropriate) _____

Signed

Appendix 2

Passmores Cooperative Learning Community – Terms and Conditions of Hire

1. Passmores Cooperative Learning Community facilities may be let subject to the condition that they shall be used only for sporting and education purposes unless otherwise agreed with the Lettings Manager. All applications for the use of the premises should be made to the Passmores Cooperative Learning Community at least two weeks in advance of the facilities being required.
2. Any individual wishing to hire Passmores Cooperative Learning Community's facilities must be over 18 years of age. If the application is made on behalf of a company, institution, or other body, then the applicant must be a properly authorised representative of that entity.
3. The hiring of any facility will be available on a block booking basis for a minimum of 4 weeks. One-off bookings will also be considered where schedules permit but block bookings will be given preference.
4. All sporting hire provision will include the use of toilets, heating and lighting of the facility. Use of additional facilities will be supplementary and chargeable at the rate agreed by the Passmores Cooperative Learning Community.
5. Confirmed bookings for the use of the facility will only be accepted once a completed booking form has been received from the Hirer and accepted by Passmores Cooperative Learning Community.
6. The Hirer will be responsible for the payment of hiring charges in accordance to the prices agreed with the Lettings Manager.
7. The Passmores Cooperative Learning Community may increase charges for lettings at any time by giving at least 4 weeks' notice to the Hirer.
8. Any cancellation of a booking (before the booking end date) must be made in writing or by email to the Lettings Manager at least 24 hours in advance of the scheduled booking. Failure to do so will result in the full fee being payable by the Hirer.
9. The Hirer shall not transfer, sub-let or assign the benefit of the Hiring to any other person or organisation without the written consent of the Passmores Cooperative Learning Community.
10. The facilities shall only be used for the purpose stated in the application. Any change to this must be agreed in advance with the Lettings Manager. If changes have been made which have not been agreed in advance by the Lettings Manager, the Passmores Cooperative Learning Community reserves the right to terminate the hire with immediate effect.
11. No permanent furniture or equipment shall be introduced onto the Passmores Cooperative Learning Community premises by the Hirers without the prior approval of the Passmores Cooperative Learning Community.
12. The hirer shall be responsible for undertaking their own risk assessments, a copy of which should be provided to the RP if requested.
13. The Hirer shall be responsible for keeping the facilities clean and tidy during the period of hire. The Hirer is responsible for ensuring that the premises are left clean and tidy ready for use by the Passmores Cooperative Learning Community and/or next Hirer.

14. The Hirer must take all reasonable precautions to avoid damage to the Passmores Cooperative Learning Community's facilities. This includes, but is not limited to, building structure, playing surfaces, fencing, floodlights, goals/nets, windows, fixtures and fittings, furniture and flooring. Any damage must be reported straight away to a member of staff on duty. The Hirer agrees to pay for any breakages, losses or damage to property arising out of the letting.
15. All mains powered electrical equipment brought on to the premises must be safe and evidence may be required that it has a valid test and inspection certificate (The certificate should be less than 1-year-old for earthed equipment or less than four years old for double insulated equipment) Lower voltage equipment must be safe and in good condition.
16. Use of the Passmores Cooperative Learning Community's equipment and materials is not allowed unless it has previously been agreed in writing by the Lettings Manager.
17. Nothing in this agreement shall create a tenancy.
18. The Hirer must report to reception before every session and produce a signature to confirm that they have attended their session.
19. Only trainers and other non marking sole shoes will be permitted within activity studio, dance studio and sports hall.
20. Only moulded boots and trainers will be permitted on the 3G football pitch.
21. Smoking is strictly prohibited in all areas of the Passmores Cooperative Learning Community premises.
22. In no circumstance shall alcoholic drinks be available at any function without prior written consent of the trustees. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be responsibility of the hirer to ensure that an appropriate license is obtained from the local magistrate's court.
23. The Passmores Cooperative Learning Community does not accept liability for injuries sustained by anyone using the facilities during the hire period.
24. First Aid is the responsibility of the hirer and the hirer is responsible for supplying a small first aid kit at all times. In case of emergency please contact reception.
25. Hirers shall familiarise themselves with the fire precautions in force on the premises, and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times. The hirer is responsible for ensuring that their party are all out and accounted for and this should be reported to a member of staff.
26. Car parking spaces are available at the premises but at all vehicles all left at the owner's risk. The Hirer must ensure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.
27. The Hirer must not display any advertising material, posters, signs, flags or emblems on the premises without the consent of the Passmores Cooperative Learning Community.
28. All clubs hiring the facilities must produce CRB Checks, Coaching Qualification Certificate (if working with under 18's) and Public Liability Insurance Certificate to the Lettings Manager before the confirmed start date.
29. All Hirers will be invoiced on a monthly basis. Invoice must be paid within 14 days. If adequate payment is not received use of the facilities will be declined until payment is made.

30. Passmores Cooperative Learning Community shall have priority over the use of sports facilities at all times. If due to unforeseen circumstance the Passmores Cooperative Learning Community requires these facilities for a special event, repair or other unforeseen event then the school reserves the right to ask the Hirer not to use them. In such situations the Hirer will be given as much notice as possible and the Hirer will not be charged for these times but Passmores Cooperative Learning Community shall not be liable for any loss sustained by the Hirer.

PASSMORES COOPERATIVE LEARNING COMMUNITY RESERVE THE RIGHT TO ALTER, AMEND OR ADD TO THE LETTING TERMS AND CONDITIONS AT ANY TIME AND SUCH ALTERATIONS, AMENDMENTS OR ADDITIONS WILL BE EFFECTIVE ON THE GIVING OF 7 DAYS NOTICE TO THE HIRER.