



Lettings Policy

Motivate • Educate • Achieve

Date of Policy: March 2023

Reviewed: September 2023

Ratified by the Full Governing Body: June 2023

Date of Next Review: June 2026

Introduction

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school
- Better integrate the school into the local community
- Familiarise individuals with the school, who may become pupils or their parents
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities that are under used by the school

No Platform for Extremism

The Birmingham City Council and School's policy on extremism will be followed at all times. The school reserves the right to refuse or cancel any hire or letting arrangements if they feel the individual or organisation are in breach of either of these policies.

Priority Usage:

The governors have adopted the following categories of priority user:

1. School Users
2. Statutory & Community Education Users
3. Other Community Users
4. Private Users (Non-Profit Making)
5. Private Users (Profit Making)

The Governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons:

- The Head Teacher
- The Assistant Headteacher (2)
- The Strategic Business Manager

No member of Staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the Governors published charging policy.

Roles and Responsibilities:

- The Senior Office Manager is responsible for the construction and regular update of the lettings diary.
- Administration Team staff are responsible for informing the Senior Office Manager, in advance and within a reasonable timescale, of events outside teaching hours, which will use the school premises
- Opening and closing the school is undertaken by the Site Manager or by prior agreement with an authorised member of the staff
- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used
- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with

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- Post-letting checks are made by the Site Manager and reported to the school authorised representative
- The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues
- Allegations relating to incidents taking place when a third party organisation (or individual) is using the school's premises, the usual safeguarding policies and procedures should be followed and appropriate referrals made (KCSIE 2023, part4, paragraph 377).

Implementation:

Potential lettings users should be asked to complete an application form or submit a written request detailing their requirements. On receipt we will confirm that the accommodation and equipment requested is available when required and agree the caretaking times and availability as necessary.

The potential user, who must be over the age of 18 years, must be made aware of the Conditions of Use requirements and be able to meet them to the satisfaction of the school. Before calculating the charge for the letting, account should be taken of all the cost to the school of the lettings.

Bookings are made through the representative of the school, as authorised by the Governing Body, and confirmed in writing.

- School have priority
- No bookings are confirmed more than 6 months in advance although provisional bookings may be made at any time
- Outline charges are set by the Head Teacher and Governors and reviewed every three years in line with the review of this policy
- Specific charges are set at the time of the agreement
- The VAT liability of the letting is determined at the time of the agreement
- Payment is in advance for single lettings
- For long term lettings, the agreement should be updated and reviewed at least annually
- A diary is kept covering all School and outside use of the premises and grounds after school, in evenings, at weekends and in holidays

Users sign an agreement that covers:

Terms and conditions relating to type of and length of use

- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing for the sale of alcohol, or public performances
- Parking

Lettings Documentation

All formal hiring of the schools premises or school properties or equipment, including those for which no charge is made, shall be properly documented. All hirers **must** complete hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the Governors may enforce in law.

Scale of Charges

In arriving at their scale of charges the governors have adopted the following principles:-

- School Users will not be charged for use
- Statutory & Community Education Users will be charged no more than cost; *(it is permissible to charge designated users at less than cost provided that the subsidy is generated from other lettings at cost plus income)*
- Other Community Users will be charged according to the charges listed on the Scale of Charges document
- Private Users (Non-Profit Making) Users will be charged according to the charges listed on the Scale of Charges document
- Private Users (Profit Making) Users will be charged according to the charges listed on the Scale of Charges document
- There will be parity of treatment for similar users
- Overall the cost of letting school facilities will be recovered from users.

For the purpose of charging, the Head Teacher is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms *Appendix 2* to this policy statement.

Discounts

These form part of the scale of charges (*Appendix 2*) and are the only permitted variations to the standard charges and must be agreed in advance of any letting.

Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate (*see Appendix 2*).

Minimum Charges and Deposits

The minimum hire period will be 1 hour.

The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises, property or equipment or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting.

Details of the charges are shown in the scale of charges in *Appendix 2*.

Payment methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore, payment at the time of booking is the norm.

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Cheques or cash are both acceptable. In all cases where cash or cheques are paid over then an official receipt must be issued. The Office Manager, acting on behalf of the Governing Body, will ensure timely receipt of payments. Arrangements may be made to stop the letting if payment has not been received.

Invoices will be numbered with any insurance contribution and VAT element being clearly identified. Numbered receipts for payments will be issued as soon as possible and payments will be banked promptly. FMS6 Accounts Receivable module will be used for invoices and receipts.

Late or non-payment may result in credit and / or future letting facilities being withdrawn. The Office Manager and Business Manager will pursue necessary actions to recover any outstanding monies.

Extension of Credit

The Governors will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy.

Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). Governors have chosen to delegate the approval of credit facilities to the Head Teacher, Strategic Business Manager and Senior Office Manager.

In all cases where credit is advanced the invoice is to be raised at the time of booking.

Health, Safety and Security

The requirements of the Health and Safety at Work Act 1974 and associated health and safety legislation apply to lettings and this will be drawn to the attention of users. They will be made aware of the content of the school health and safety policy as it applies to them and need to be willing to take on the safety and security requirements of the policy and the conditions of use.

A Risk Assessment may need to be completed by the user, especially where the activity presents a greater risk than life in general. We will then consider the risks and proposed controls and ensure that we are satisfied that the activity does not present an unacceptable level of risk prior to the letting taking place.

The Governors will not normally insist upon continuous caretaking presence. However, they reserve the right to and delegated power to the Head Teacher to insist upon caretaking presence where in her view the nature of the hiring may leave the school vulnerable to theft or damage.

Insurance

The Hirer must arrange their own insurance and produce documentary evidence from their insurers or brokers to the effect that a valid Public Liability policy is in place with a minimum indemnity limit of £5million for any one event/each and every claim. Where cover is not confirmed it will not be assumed that it exists.

Use of the school will not be permitted until evidence of insurance cover has been seen.

Monitoring & Evaluation:

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments.

Review of Policy

Governors will review the policy every two years and the scale of hire charges for the forthcoming two year period will also be reviewed and updated.

Appendix One

Scale of Charges for the Use of Educational Premises and Properties

	Users	Charges	Comments
1	School Users	NA	<i>Examples:</i> Governing Body School organised Clubs Breakfast Club "Friends of ..." Group(s) PTA Group(s) Your Sport
2	Statutory & Community Education Users	NA	<i>Examples:</i> BCC Training Other BCC LA Governing Bodies Peripatetic music teachers (out of school hours) Use as Polling Station Police Highways Agency
3	Other Community Users	From £15 per hour per zone (to be identified & agreed in advance)	<i>Examples:</i> Youth Groups Government / Authority run Parent / Family Support Groups & Events
4	Private Users Outside of School Hours (non-profit making)	From £25 per hour per zone (to be identified & agreed in advance)	<i>Examples:</i> All Individuals (non-Businesses) & Non-Profit making organisations, Businesses & Privately run Support Groups
5	Private Users Outside of School Hours (profit making)	From £30 per hour per zone (to be identified & agreed in advance)	<i>Examples:</i> All Profit making organisations, Businesses & Privately run Support Groups

- Discounts on the above charges may be offered to long standing letters on an individual basis
- Cancellations advised within 5 days of a booking will be charged in full

Appendix 2

Lettings Agreement & Conditions of Hire - Premises

Policy Statement

Our School is committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment.

Conditions of Hire

1. Application for the hire of School premises (the definition of which for the purposes of these conditions of hire shall include all buildings and outside facilities) shall be made on the enclosed form to the Head Teacher.
2. Any person wishing to hire the School premises must be over 18 years of age.
3. The scale of charges and hours of letting are set out on the enclosed sheet.
4. A deposit of 25% of the total charges is due with the application and the balance must be paid by the hire date.
5. A suitable insurance must be arranged by the hirer or an additional charge will be made (see attached charges).

Cancellations

1. The hirer may cancel a booking upon giving five days notice in writing; if five clear working days notice is not given the school will charge a cancellation fee of a quarter the total fees due.
2. The school governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the governors shall not be under any liability to the hirer for any loss or damage he may sustain out of such a termination.
3. The hirer shall not assign the benefit or burden of the hiring or sublet the premises or any part thereof.

Licences

1. The conditions attached to the Public Entertainments Licence and the stage play licences shall be duly observed. A copy of such licences eg. PRS or PPL Licences, may be requested on application and the hirer shall be deemed to have had notice of all such conditions.
2. The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.
3. The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
4. If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Betting, Gaming

and Lotteries Act 1963, the Gaming Act 1968, or any subsequent amending Act are fully observed and complied with.

Hirer's Responsibilities

1. The use of any outside facilities shall not extend beyond 21.00hrs. (or normal lighting up time if earlier) unless specifically agreed on a case by case basis. The use of any indoor facilities shall not extend beyond **00.00hrs.**
2. The premises must be left in a clean and tidy state. In the case of this standard not being met, then a charge will be made to cover any necessary cleaning.
3. No nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
4. The hirer shall pay a deposit to the School Governors to cover the cost of reinstalling or replacing or repairing any part or parts of the premises, including any of the furniture, fittings and equipment therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or his activities, servants or agents during the period of hire. This deposit will be refundable following the event unless damage or loss has occurred.
5. Expenses incurred in excess of the value of the deposit for damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school. A hirer must confirm that they have taken out adequate insurance to cover their legal liabilities during the period of the letting if they are not paying the extra charge to be covered by the Authority's insurance policy (currently a minimum of £5 million for each and every claim for public liability).
6. The hirer shall indemnify the School Governors against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
7. The hirer shall provide such number of attendants and supervisors as may be necessary to secure the efficient supervision of the premises during the hiring, including the orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency the safety of the premises and the preservation of good order and decency therein, and ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.
8. It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.
9. Lights – please turn off lights when they are not needed.
10. Use of Equipment – No equipment of whatever kind may be used for whatever purpose (including small equipment, audio, audio-visual, musical, etc.) without the express approval of the Head Teacher. This applies generally throughout the building, but is particularly applied to gymnasium, sports and catering equipment.

11. The hirer **must** advise on the Booking Form what type and amount of furniture is required (chairs, tables, etc.). No extras can be taken from elsewhere. Hirers are responsible for leaving the furniture in a clean condition.
12. Delivery of Materials – It will not normally be possible to store food materials, etc., for the preparation of a function considerably earlier than the time specified as the start of preparation. You must discuss this with the Office Manager if necessary.

Health and Safety

1. In line with the Health & Safety regulations, the maximum number of persons permitted in the Main Hall varies according to use (Appendix 3). This number must not be exceeded.
2. The user must adhere to the school Health and Safety policy at all times when using the premises or properties.
3. The hirer is responsible for seeing that any equipment brought into the premises complies with all statutory safety requirements for that equipment and for providing and ensuring that use of a portable R.C.D device. where such electrical equipment may come into contact with any person(s) other than the hirer, the hirer is responsible for seeing that the equipment owner knows the safety rules.
4. The hirer is responsible for providing a First Aid kit, which must be accessible on the premises during the hire.
5. If agreement is given for the use of the school kitchen, Birmingham City Council School Kitchens regulations must be observed.

Criminal Record Bureau Checks

1. If you run a club/group that involves children it is your responsibility that you and your staff/helpers have had the necessary police checks carried out by the DBS Checking Service. Proof of the relevant DBS checks should be supplied to the school and will be maintained upon its school Single Central Record.

Car Parking

1. Parking of cars must be restricted to car park at the front of the School, unless permission has been obtained in advance. Access must be allowed for the entry and exit of any emergency vehicles. Please exercise due care and attention when entering and leaving the premises, and be considerate to neighbours as far as noise is concerned.

General

1. **Our School is a no smoking / vaping establishment both inside and outside within the school site.**
2. Reasonable preparation time is allowed immediately prior to the event. In the case of a late evening booking, the premises can be opened up the next morning for one hour to be charged at the same hourly rate.
3. The Governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time during a hiring.

4. The Governors reserve unto themselves and their officers, servant and agents the right to immediately withdraw permission to hire should the hirer at any time not comply with any of the Conditions of Hire.
5. The School Governors may, by arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning, but in any event, the premises must be clear of all property by midday on the date after a hiring. The Governors do not undertake safe custody of property remaining on the premises. If any equipment is used it must be left in a clean and tidy condition at the end of the function. Any extra cleaning costs if the premises are left in a dirty and untidy state will be recoverable from the hirer.
6. All vehicles, equipment and personal property are brought onto the premises at the owner's risk. No responsibility for safeguarding such items can be taken by School staff or the Governing Body.
7. All persons hiring the School must please respect the content, layout and equipment in the classrooms.
8. **Please keep these Regulations safe and refer to them as necessary.** Return the completed booking form to the School Office.

Limitations

1. It is strictly forbidden to enter offices except for the use of the telephone in emergencies, or any other areas of the School which have not been booked.
2. It is strictly forbidden to use school equipment, such as the photocopier.

What to do in the Event of a Fire

1. If you discover a fire, raise the alarm by ringing a fire alarm.
2. If the School fire alarm sounds during your function, please take the following action:
3. Everyone in the School **MUST** go immediately to the muster point (on the main Junior playground). It will be the function organiser's responsibility to make sure that everyone at his/her function is accounted for. When the alarm goes off, the function organiser should notify the Fire Brigade. The telephone is in the School Office.

Dial 999

4. No-one must re-enter the School until permission is given by either the function organiser or the Fire Brigade.

Details of Hire		
Hirer to complete	Name of Hirer	
	Home Address (proof will be required)	
	Contact Number	
	e-Mail address	
	Date(s) of Hire	
	Purpose of Hire	
	Number of Guests / Attendees	
School to Complete	Agreed Letting Period	
	Address proof received	
	Deposit Paid (Date)	
	Balance Paid (Date)	

I confirm that I have read and agree to abide by these Conditions of Hire:

Name (please print)

Signed Date