



## **Lettings Policy**

**Approved by: Head Teacher & Chair of Governors**

**Date Created: September 2024**

**Next review Date: Annually or earlier if required**

## **1. Statement of Intent**

The primary purpose of the school is for the education of students and to accommodate services for local families and young children. However, the Governing Body of Ashwood Park Primary School is keen to maximise the potential of the building for the benefit of the whole community. Its facilities will therefore be made available to local groups when this does not conflict with either the interests of its pupils, the work of its staff or the service provision for families and young children.

The use of our school premises at all times is under the control of the Headteacher and Governing Body of the school. (Education Act 1986, sect.42 no.2)

Venue hire to local groups will be dependent upon payment of a fee and acceptance of the terms and conditions of venue hire. The fees will be set at a level to ensure that income taken covers the costs (lighting, heating, staffing, etc.) of the activity. Any profit generated by such venue hire shall be solely used to benefit the education of pupils who attend the school.

In deciding whether or not to let our premises, the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

It is the governors' policy that whenever it is reasonable and practical, that the use of the school's physical resources be permitted by members of the local community.

All venue hire is subject to authorisation by the Headteacher on behalf of the School Governors.

Once the hirer has accepted a permit to use the school premises he/she is automatically bound by all terms and conditions of usage of the premises (see the following sections). The Governing Body have the right to vary these terms and conditions at any time.

## **2. Objectives**

In adopting this Policy, the Governors recognise that:

- The school premises are a valuable community resource to which community access should be promoted;
- The school premises represent a significant capital investment and should be fully utilised;
- In operating this policy, the needs of the school should be given priority; and
- A profit margin may be derived from private or commercial usage but is not the objective when facilitating educational activity by designated users.

### **3. Priority Usage**

Priority of use shall be given as follows:

- School use;
- Statutory users;
- Designated users (Youth Groups);
- School community users;
- Private users.

### **4. Conditions of Hire and Charging Policy**

The Terms and Conditions of hire of the school premises are attached in Appendix 1 to this policy. The current Scale of Charges is set out in Appendix 2 to this policy.

### **5. Variations and Review**

The Terms and Conditions and the Scale of Charges may be reviewed annually together with this policy. Variations to either the Terms and Conditions or Scale of Charges may be agreed in respect of individual lettings at the discretion of the Headteacher in agreement with the chair of the Governors' Resources Committee.

### **6. Administration of Venue Hire**

Authority to accept applications for hire is the responsibility of the Headteacher. The day-to-day administration of all hires is the responsibility of the School office Administration team.

### **7. Venue Hire Documentation**

All formal hiring of the school premises (including any for which no charge is made) shall be properly documented:

- When an application is submitted the hirer must confirm they agree with the Letting Policy Terms and Conditions.
- In accordance with the Governors' commitment to safeguarding and promoting the welfare of children a copy of the safeguarding policy must be given to the Hirer (and User, if different) and signed for on receipt.
- All hirers must provide proof of their Public Liability Insurance and, where appropriate, must give sight of their DBS.

## **8. Value Added Tax**

Value Added Tax must be applied to all hire charges where this is appropriate.

## **9. Health & Safety**

During the period of the letting, it is the responsibility of the hirer for ensuring the safety of all those making use of the building and the safety of members of the public who may have cause to come onto the premises. The hirer or their representative will be responsible for compliance with the Health and Safety Act in force at the time of the letting and for ensuring their public liability insurance is valid, up to date and maintained.

## **10. Review of Policy**

The governors will review this policy annually and the scale of hire charges for the forthcoming year will also be reviewed and updated.

## **11. Appendix 1 – Terms and Conditions of Hire**

### **1. Application for hire**

1.1. Hirers must apply directly to the Head Teacher and must sign to confirm that they have read and agreed these Terms and Conditions.

### **2. Payment and hire periods**

2.1. A deposit may be requested for certain venue hire.

2.2. Payment of the appropriate charges will be made on demand.

2.3. Payment for all ongoing lettings shall be paid in advance or as otherwise agreed in writing between the school and the Hirer/User.

2.4. Standard rate V.A.T. may be payable.

2.5. All users must be covered by insurance. If the hirer's Public Liability Insurance cover is less than £5,000,000.00, Hirer's will be charged an additional 15% of the entire letting costs.

2.6. The school Governors reserve the right to charge an additional amount for use of school equipment or for heating or lighting overheads.

2.7. The minimum hire period for all hires will be 1 hour per letting session over a minimum of 5 continuous weeks in the case of ongoing hires.

### **3. Cancellation**

3.1. Cancellation of a booking may still be chargeable at the Head Teachers discretion.

3.2. Any deposit paid may be refunded at the discretion of the school's Governing Body.

### **4. Property hired**

4.1. Hirers will have access only to the particular parts of the school premises let to them, including where it is practicable the use of toilet facilities. In no circumstances is access permitted to any other part of the premises or unauthorised use made of any outside play areas.

4.2. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc. required for the letting, and removing them before the school re-opens on the following day.

### **5. Care of school premises**

5.1. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the school in cleaning the premises after the hiring necessary to ensure the premises are sufficiently clean for normal use by the school.

5.2. The hirer shall pay to the school the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises and all the equipment or property thereon. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million and shall produce the policy to the Governors on demand.

5.3. No preparations are to be applied to the floor.

### **6. Licenses**

6.1. No intoxicating liquor will be brought on to or consumed on the premises except as a function organised by a body or bodies, which the school shall have approved. Where a license for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a license is solely the hirer's.

6.2. In the case of lettings for music, singing, dancing or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

6.3. All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform to the regulations governing the issue of licenses for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for public entertainment must be discussed carefully with the school.

6.4. There must be no infringement of copyright and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.

6.5. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate organisation as to whether the exhibition is exempted from, or requires, a license under the provision of the Cinemas Act 1985 or any statutory modifications thereof.

**7. Sub-letting** 7.1. A hirer must not sub-let to another party unless otherwise agreed with the school.

**8. Smoking** 8.1. The School operates a NO Smoking Policy throughout its premises. This includes E-cigarettes and vapes.

## **9. Car parking**

9.1. The school expects all hirers to ensure that all users of the premises are considerate to the school's neighbours in parking on and around the school premises.

9.2. The school accepts no responsibility for loss of property, damage to cars or injury incurred by the use of the school car park for the purpose of lettings.

9.3. The school car park shall only be available for use by hirers outside of the hours of operation of the school – i.e after 6.30pm weekdays.

## **10. Disputes and revocation**

10.1. The Headteacher shall settle any dispute on the use of school facilities or school equipment out of normal hours.

10.2. The Headteacher reserves the right to revoke without notice any contract for the hire of school premises.

10.3. The Headteacher reserves the right to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

## **11. Safeguarding**

11.1. The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Governors require that for all hiring's involving groups working with children, appropriate level of Disclosure has been obtained from the Criminal Records Bureau for the individuals working on school premises.

## 12. Appendix 2 – Premises Hire Weekdays

### Charges Ashwood Park Premises

#### Hire Charges Sept 2024 Description:

School Building

Basic Standard Charge for each room per session:

£13.75/ per hour

Weekend Rate

£14.66/per hour

#### **HIRE OF FIELD**

Weekday Training Session

£15ph

#### **ONE-OFF EVENTS**

Hall = £20.00 Hire Charge plus £7.00 per hour

(Monday – Friday Only)

#### **FURNITURE HIRE/MOVING**

If you require furniture to be moved, please contact the site manager on 01384 818545 to make arrangements in advance. An invoice will be forwarded and should be paid before the event.

Moving chairs:

First 70 chairs £5; then 50p per chair thereafter (maximum of 160 chairs)

Moving tables: £1.00 / per table

Signed \_\_\_\_\_ Head Teacher

Signed \_\_\_\_\_ Chair of Governors

Date updated \_\_\_\_\_