

# SCHOOL LETTINGS POLICY

## **Introduction**

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will 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 by an outside organisation must be reimbursed to the school's budget.

## **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 Macclesfield Hockey Club or Tytherington Junior Football Club) or a commercial organisation (Fun Stations). Priority will be given to community lettings.

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

## **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:

- 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 use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved. The organisation hiring the premises will be informed in advance of the charge to be levied.

The specific charges will be reviewed annually, during the Summer term, by the Sports Centre Management Committee and submitted to Committee B (Finance, Resources, Marketing and Premises) of the Governing Body for approval.

The revised charges will be implemented from the beginning of the Autumn Term.

The school will provide lettings for its partner Primary Schools at special rates.

### **VAT**

In general, the letting of rooms is exempt from VAT, whereas sports lettings are subject to VAT unless they are done on a regular basis i.e. once a week for at least 10 weeks.

### **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the School's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of Committee B (Finance, Resources, Marketing and Premises) who is empowered to determine the issue on behalf of the Governing Body. Appeals on refusals will be submitted to the Governing Body.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the nominated member of the administrative staff, who will identify their requirements and clarify the facilities available. The administrative member of staff will liaise with the Community Development Manager and/or the School Business Manager as necessary. An **Initial Request Form** should be completed at this stage.

The Governing Body has the right to refuse an application, and 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, a **letter of confirmation** 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, in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

### **Public Liability and Accidental Damage Insurance**

The Governing Body has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium will be included in the hire charge unless the Hirer produces an appropriate certificate of insurance cover as detailed below. **The certificate of insurance must be produced before the letting can be confirmed.**

If a Hirer has their own insurance it must be public liability insurance that covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million.

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.