

Tweeddale Primary School

Lettings Policy

14/06/2023

This Lettings Policy applies to Tweeddale Primary School and all governors and staff of the school must abide by this policy, which has been adopted in accordance with and pursuant to the Finance Policy of the Greenshaw Learning Trust (GLT).

It is the responsibility of the governing body and Headteacher of the school to ensure that their school and its staff adhere to this policy. In implementing this policy school staff must take account of any advice given to them by the GLT CEO and/or Board of Trustees.

This policy is subject to the GLT Finance Policy and the Scheme of Delegation approved for the school.

If there is any ambiguity or conflict, then the GLT Finance Policy and the Scheme of Delegation and any specific Scheme or alteration or restriction to the Scheme approved by the Board of Trustees takes precedence. If there is any question or doubt about the interpretation of this, the Director of Finance should be consulted.

Approval and review:

This policy is the responsibility of the Headteacher

This policy was approved by the Governing Body on: 22/06/2023

This policy is due for review by: 22/06/2026

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Introduction

The Greenshaw Learning Trust will, subject to certain conditions and restrictions, make its school grounds and premises available for hire, for the benefit of the community and others, for a range of educational, social, cultural and recreational activities.

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), a commercial organisation (such as the local branch of ‘Weight Watchers’ or an individual.”

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. Costs relating to the statutory use of the premises by the LA for polling or civil emergencies will be recovered at cost.

Terms and Conditions

The following terms and conditions will apply to any letting:

1. 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.
2. The school reserves the right to refuse any letting without explanation or appeal.
3. Access will be restricted to those areas specified in the Hire Agreement.
4. “Hirer” means the person or entity identified in the relevant hire request form.
5. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
6. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
7. The hirer shall not sub-licence any of the premises under the licence.
8. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
9. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
10. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
11. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time, and must comply with the GLT Health and Safety policies and procedures.
12. The hirer may be required to provide a copy of their Safeguarding Children Policy and / or evidence of DBS clearance for staff (see below). Failure to provide this information or to comply with our safeguarding procedures will result in the termination of the letting.

13. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate before the start date of the licence.
14. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
15. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises.
16. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
17. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
18. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
20. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. A non-smoking policy prohibits smoking or vaping in the building and within the school grounds.
26. Any exceptions to this policy's scale of charges will be at the discretion of the Headteacher.

Priority

Consideration of a letting request will be in the following priority order:

1. Statutory lettings and school activities (Group A);
2. Long term community lettings (primarily Group B);
3. Long term commercial lettings (primarily Group C);
4. Group D lettings with priority being given to those with pupils at the School;
5. Extraordinary lettings.

Group A

Statutory use of the premises by the LA; charged at cost. All school events (parent consultations, governors' meetings, performances, fundraising etc.) and Parent School Association meetings and functions where there is no admission charge; no charge.

Group B

These lettings are for those who book a room/space on a regular basis; i.e. once a month/week and the person/group hiring is non-profit making. For example, community groups or Church based groups where no admission charge is made.

Group C

These lettings are for private and commercial groups hiring on a regular basis; i.e. once a month/week. The person/group hiring is profit making and may be charging an admission or membership fee.

Group D

These lettings are for private and commercial groups hiring on a casual basis. The person/group may be charging a fee to the public in order to make a profit. A deposit will be required. This fee will be negotiated with the Headteacher.

Extraordinary Lettings

School Holiday lettings, whole/large part of the school and or grounds. Special charges will be agreed with the Headteacher.

Charges for a Letting

The Headteacher is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the cost of the following:

- services (heating and lighting);
- staffing (additional security, caretaking and cleaning) – including “on-costs”;
- administration;
- “wear and tear”; and
- use of school equipment (where applicable).

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 Headteacher will (a) review annually the charges made and (b) set a date for when they come into effect. Regular hirers will be given a month's notice of any changes to their rates. Lettings are based on four categories. These categories are for general guidance.

Payments are to be made to Greenshaw Learning Services Limited.

Management and Administration of Lettings

The Headteacher is charged with the management of lettings and may delegate the day-to-day administration to an appropriate member of staff. If the Headteacher has any concern about a particular request for a letting, s/he will consult with the Trust Shared Service.

The Administrative Process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Headteacher.

If the request is approved, details will be sent to the hirer with information on how to submit payment and to make arrangements for the date and time in question. Details of the emergency evacuation procedures and other relevant health and safety documents will also be sent. The hirer will also need to provide proof of its public liability insurance.

The Headteacher has the right to decline any applications at their absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

No letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function should be made by the organisation concerned until the booking has been formally confirmed. The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

Once the letting is agreed, a “Hiring Agreement” will be raised and issued to the Hirer. This will detail the charges that will apply.

Payments are to be made to Greenshaw Learning Services Limited.

Responsible person

The Headteacher will designate the Site Manager or other appropriate member of school staff as the point of contact for the hirer, and for ensuring that hiring agreement is followed.

Security and Health & Safety

It is essential that the security of the school is not prejudiced. To achieve the necessary level of security:

- a named official of the School will open the premises and secure them at the end of a letting; or
- long term hirers such as the breakfast club / after school club / holiday club provider may be issued with keys; and
- keys will only in exceptional circumstances be issued to occasional hirers.

Any accident or near miss occurring during a letting must be reported to the Headteacher or the official securing the premises at the end of a letting.

At all times the GLT Health and Safety Policy and Procedures must be followed.

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools’ requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher and / or the School Designated Safeguarding Lead as soon as reasonably practicable.

At all times the GLT Safeguarding Policy and Procedures must be followed.

Public Liability and Accidental Damage Insurance

All organisations submitting applications for the letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken. The minimum level of cover required by the Trust is £2,000,000. A copy of the certificate of insurance must be produced when a letting is requested. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover it is a requirement that the hirer should be covered by the Trust's insurance. Where this is the case the hiring fee will be increased by 9.0% (subject to a minimum charge of £2.60). This facility is allowed at the discretion of the Trust.

Lettings charges

Hourly rates:

<i>Lettable Area</i>	Capacity	Group B	Group C	Group D
Hall	120	£40p/h	£40p/h	£50p/h
Classroom	30	£40p/h	£40p/h	£50p/h
Playground (no vehicles)	120	£40p/h	£40p/h	£50p/h
Playground (lighting-NO vehicles)	120	£70p/h	£70p/h	£80p/h

The rates for hiring out different areas are listed in the table in the section above. The Headteacher may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

Where the use is for the benefit of a significant number of Tweeddale Primary School pupils or is in support of wrap around care, a charge will be negotiated directly with the Headteacher

Charges will be uplifted by 9.0% where Public Liability Insurance is provided at the discretion of the Headteacher. The Headteacher may decide to impose an additional cleaning fee on top of the hiring rates.

Where equipment is hired, the following additional charges will be made:

Equipment	Community	Commercial
Screen and sound (Hall)	£10 per let	£20 per let

When equipment detailed above is hired, VAT will be charged at the standard rate of 20% on each item.

Appendix - Hiring Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Premises Manager via school office.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	

Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
<p>By signing below, I agree to the terms and conditions set out in the school's premises hire policy.</p> <p>Name _____ Date _____</p> <p>Signature _____</p>	
<p>Please return this form via email to office@tweeddaleprimary.sutton.sch.uk or to the school office at Tweeddale Primary School, Tweeddale Road, Carshalton, Surrey, SM5 1SW. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.</p>	