

Lettings Policy

Meadow View Primary School



Approved by:	Finance and Premises Committee	Date: March 2017
Written:	March 2017	
Next review due by:	March 2019	

Meadow View Primary Lettings Policy

1. Introduction

The Governing Body regards the school buildings and grounds (which are owned by Rotherham Metropolitan Borough Council) 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, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2. Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners”.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- School organised events
- Parent Council organised events
- Services provided by partner organisations such as Primary Care Trust

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling

5. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise

- Community Lettings for other community activities which should be made on the basis of full cost recovery

6. Charges

The Governing Body is responsible for setting charges for the letting of the school premises.

Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

For Lettings outside of the schools normal opening hours of 8am – 5.45pm and during school holidays, there are additional charges enforced by Engie. These additional charges are for unlocking/locking and caretaking duties. These charges are outlined in Engie lettings policy and are in addition to the school letting charges.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use

7. Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:
Community Room

Variations to these facilities and times will be subject to the approval of the head teacher.

8. Conduct of users

This is set out in the Regulations respecting the letting of school premises (attached). Where applicable the user must also adhere to the Policy of Additional use of School Premises which is produced by Engie.

9. Security

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

10. Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection 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 the Governors.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

11. Considering applications for lettings

Organisations seeking to hire the school premises should approach the School Business Manager. Details of charges and conditions of use should be given or referred to.

A lettings of school premises agreement, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Headteacher will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the school's lettings policy
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

12. Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Agreement should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Head teacher on behalf of 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 and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Date: 28th March 2017