



# **BROOKSIDE PRIMARY SCHOOL**

## **LETTINGS POLICY**

### **Adoption**

The school governors at their meeting during the summer term of 2009 adopted the lettings policy and the scale of charges set out below:

### **Policy Objectives**

The governors adopt, endorse and recognise the following principles:-

- a) That school premises represent an immense capital investment and should be fully utilised
- b) Are a valuable community resource
- c) Educational usage of education premises constitutes a natural priority
- d) That a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

### **Priority Usage**

The governors have adopted the following categories of priority user:-

- a) Statutory users, for the holding of elections and meetings held in connection with duly declared elections.
- b) Designated users.
- c) Private users: those who are not Statutory or Designated users will be Private users.

### **Applications for Designated Status**

The governing body have delegated their power to determine designated status to the F&GP Committee who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing body each term. The Headteacher will arrange for a list of approved organisations to be maintained. This does not preclude the F&GP Committee from referring sensitive applications to the full governing body at their discretion.

### **Categories of Designated and Private User**

The governors have decided that for the purpose of charging will be four categories of designated user. The following are listed in order of priority of usage:

1. **The school's own activities – school meetings (governors, BFG, staff), curriculum related activities (plays, concerts, presentations), fund-raising activities for school funds.**
2. **Community Education programmed activities – private users that exclusively provide opportunities for our children during normal school hours, adult education programmes supported by the County Council, Further Education Funding, partner voluntary organisations etc.**

3. **Other community activities – pre and after school playgroups, multiple birth group, Green Room activity, Youth Groups, Before and After School care.**
4. **Private users during normal school hours.**
5. **Private users outside normal school hours.**

**The governors have decided that for the purpose of charging there will be one category of private user.**

**That is:**

**Those who are not Statutory or Designated users will be Private users.**

### **Conditions of Hire**

The governors have adopted the standard Nottinghamshire County Council account of hire. **These terms form Appendix 1 to this Policy Statement (back of lettings form)**

### **Administration of Lettings**

#### **General**

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:

#### **Headteacher.**

There may be times when it will be necessary for the Headteacher to refer letting applications, due to the sensitivity of the nature of such applications for consideration by the Full Governing Body.

### **Variations**

The Governors may find it necessary to vary the terms and conditions from which the school premises are hired to either individuals or organisations. This will only be done following discussion and agreement at a Full Governing Body meeting. These conditions will form Appendix 3 and you will be required to sign this Appendix as acceptance of these conditions.

### **Lettings Documentation**

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

### **Scale of Charges**

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

- a) That statutory users will be charged an amount commensurate with cost recovery.
- b) That designated users will be charged no more than cost  
(it is permissible to charge designated users at less than cost/or nothing provided that the subsidy is generated from other lettings at cost plus income)
- c) That private users will be charged on a cost plan an income margin for the school
- d) That there will be parity of treatment for similar users
- e) That overall the cost of lettings school facilities will be recovered from users.

For the purpose of charging the headteacher 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.

### **VAT**

The governors are constrained by law to apply VAT to all transactions where this is appropriate.

### **Minimum Charges and Deposits**

#### **The minimum hire period will be two (1) hours**

The governors reserve 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.

### **Cancellations**

The Governors and Designated Person reserve the right to cancel both Designated and Private users hire agreements should it be found that the Hirer or person's associated with the Hirer are found to be bringing the school into disrepute or by jeopardising the school's integrity or ethos in any manner.

Wherever possible the Governors or the Designated Person will endeavour to give Designated and Private Users as much notice as reasonably practicable under the circumstances should the premises become unavailable for hire. The Governors and school will not be responsible for any costs that may be incurred as a result of this cancellation of use.

Governors will seek to recover any cost 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. Cheques or cash are both acceptable, but cheques should wherever possible be supported by a guarantee card. In all cases where cash or cheques are paid over than an official receipt must be issued.

### **Security**

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

### **Review of Policy**

The governors will review the policy each year in the month of **January** and the scale of hire charges for the forthcoming financial year will also be reviewed and updated.

Gary Kenny (Head Teacher)

Sarah Evans (Chair of Governors)

July 2009



**BROOKSIDE PRIMARY SCHOOL**

**SCALE OF CHARGES**

**APPENDIX 2**

	USERS	CHARGES	COMMENTS
1.	School Affiliated Users:	N/A	BFG/Governors Staff functions - £12.00 per hire.
2.	Community Education Users:	N/A	ie : Clubs4School, Mad Science
3.	Other Community Users	£12 per 2 hours	i.e Guides Craft Class Active Minds
4.	Private Users during school hours	£15 per 2 hours	
5.	Private Users outside school hours (if profit making)	£20 per 2 hours £35 per 4 hours	i.e. Sharon Wood School of Dance



**Brookside Primary School**  
**Lettings agreement- Appendix 3**

Following a Full Governing Body Meeting on ..... the Governors have agreed to the  
letting of school premises  
for..... subject to  
the following conditions being met in full.

- The Brookside Kids Club to operate under a completely different name in order to make a clear delineation between school and childcare provision.
- Different staff uniform as in point 1 above.
- New signage which does not refer to the school office number.
- The school office staff are not able to offer any administrative services due to their already heavy workloads. However the school is happy to help with marketing of the club by distributing information to parents – you can do this by providing us with photocopies split into class sizes (numbers in classes will be provided to you) or a document for emailing directly to parents.
- We will require a letter from the solicitors who acted for the previous committee confirming that:-
  1. You are under no obligation to re-employ ex-staff members under the terms of any agreement signed even though you are continuing under the same OFSTED registration number.
  2. The solicitors understand that we are relying on the information they provide when reaching the decision to allow our premises to be used by a committee run childcare provision.
- A copy of your constitution
- Details of the named committee member with responsibility for child protection and safer recruitment procedures.
- Tenancy agreement – we will allow you until the end of summer term 2009 to use the premises rent free. This will be reviewed early in the summer term 2009 and rent will start to be charged in line with other users with effect from the school year 09/10.
- We are unable to provide a governor or staff member to sit on your committee. To provide a governor would mean that at any governors meetings that governor may have to be excused due to a possible conflict of interest when extended schools

provision is discussed. However in order to maintain links with the school the Head teacher and Chair of Governors We are unable to provide a governor or staff member to sit on your committee. However in order to maintain links with the school the Head teacher and Chair of Governors will be happy to meet with a member of the committee ½ termly initially to discuss progress and any issues.

- Should you decide to not continue the club after Easter the school will not be able to maintain emergency cover until another solution is found.

Approval is given subject to the above conditions being met in addition to those set out in the Lettings Policy Statement and the Application for Use of Premises.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Chair of Governors