



Lettings Policy

Policy Updated: Spring 2017
Date for Review: Spring 2020

Lettings Policy

Contents

1	Policy Objectives	3
2	Categories of Users.....	3
3	Applications for Designated Status	3
4	Conditions of Hire.....	4
5	Administration of Lettings	4
5.1	General	4
5.2	Variations.....	4
5.3	Lettings Documentation.....	4
5.4	Scale of Charges.....	4
5.5	Discounts	5
5.6	VAT	5
5.7	Minimum Charges and Deposits.....	5
5.8	Cancellations.....	5
5.9	Payment Methods	6
5.10	Security and the Prevent Duty	6
6	Equality, Diversity and Inclusion	6
7	Review of Policy.....	7
8	Appendix 1: Scale of Charges	8

1 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

2 Categories of Users

The Governors have decided that, for the purpose of charging, there will be three categories of User. The following are listed in order of priority of usage:

- 1) **Statutory Users** – including the school's own activities (e.g. curriculum related activities, plays, concerts, presentations / fund-raising activities for the school funds / meetings for Governors, BFG, staff / election use as required by Nottingham County Council)
- 2) **Designated Users** – including community activities outside normal school hours (e.g. Girl Guides / Church Groups / Science Clubs)
- 3) **Private Users** – including profit making organisations outside normal school hours (e.g. Dance Groups)

3 Applications for Designated Status

It is for the Governing Body to determine designated status. The outcome of such decisions will be reported at Governing Body Business Meetings each term. The Headteacher will arrange for a list of approved designated organisations to be maintained and sensitive applications will be referred to the full Governing Body, and only granted at their discretion.

4 Conditions of Hire

The Governors have adopted the standard Nottinghamshire County Council account of hire, shown on the Booking Form which can be obtained from the School Office.

5 Administration of Lettings

5.1 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.

5.2 Variations

The Governors may find it necessary to vary the terms and conditions under which the school premises are hired to either individuals or organisations. This will only be done following discussion and agreement at a Full Governors Business Meeting.

5.3 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.

5.4 Scale of Charges

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

- a) Statutory Users will not be charged
- b) 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) Private Users will be charged on an income margin basis for the school
- d) There will be parity of treatment for similar users
- e) The total cost of letting 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 1 to this policy statement.

5.5 Discounts

These form part of the scale of charges (Appendix 1) and are the only permitted variations to the standard charges.

5.6 VAT

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

5.7 Minimum Charges and Deposits

The minimum hire period will be two 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.

5.8 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 persons 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.

5.9 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, then an official receipt must be issued and cheques must be cleared before the letting is confirmed.

5.10 Security and the Prevent Duty

The Governors will not normally insist upon continuous caretaking presence, however, they reserve the right, and have 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.

Brookside Primary School is bound by the Prevent Duty, which forms part of the Counter Terrorism and Security Act 2015, to stipulate clearly that Hirers must not use, permit or allow any part of the school site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

6 Equality, Diversity and Inclusion

At Brookside School, we aim to ensure that no member of the school community experiences harassment, less favourable treatment or discrimination within the learning environment because of their age; any disability they may have; their ethnicity, colour or national origin; their gender; their religion or beliefs.

We value the diversity of individuals within our school and do not discriminate against anyone because of 'differences'. We believe that all our children matter and we value their families too. We give our children every opportunity to achieve their best by taking account of our

children's range of life experiences when devising and implementing school policies and procedures.

7 Review of Policy

The Governors will review the policy every three years and the scale of hire charges will also be reviewed and updated at this time.

8 Appendix 1: Scale of Charges



	USERS	CHARGES	COMMENTS
1.	Statutory Users	Free	Example: BFG / Governors Nottingham County Council
2.	Designated Users Community / Education	Free or £12 per 2 hours	Example: Guides Church Clubs Science Clubs Drama Clubs
3.	Private Users outside school hours	£20 per 2 hours or £35 per 4 hours	Example: Staff functions - £12.00 per hire Sharon Wood School of Dance Drumba