

LETTING SCHOOL PREMISES

Guidance for Governing Bodies

April 2015: Children and Adults Services

www.southwark.gov.uk

The aim of this guide is to assist Governing Bodies with the creation and implementation of a lettings policy that complies with the latest legislation and conditions of hire that appropriately protect schools, pupils and hirers.

1. Introduction

The Governing Body should regard schools buildings and grounds as a community asset and make every reasonable effort to enable them to be used as much as possible. Governors' responsibilities for the control and community use of premises are contained in Chapter 17 of the Guides on the Law for School Governors issued by the government.

A letting may be defined as ***“any use of the school premises (buildings and grounds) by either a community group or a commercial organisation”*** and it should not interfere with the primary activity of the school – to provide a high standard of education for all its pupils. Activities which fall within the usual life of school such as governors meetings, school performances, PTA organized events and extra-curricular activities of pupils supervised by school staff are not considered lettings.

A school's delegated budget may not be used to subsidise lettings and the Governing Body shall set charges to meet any additional costs incurred by the school.

The Governing Body is responsible for adopting a lettings policy for the use of school premises which should be reviewed annually and standard conditions of hire should also be agreed.

2. Role of Southwark Council

Southwark council has delegated to Governing Bodies the responsibility for lettings and charges for those lettings. Our role is limited to checking that costs incurred by letting school premise to outside users are not subsidised from delegated funds and that all costs are covered by the charges levied. The council is committed to helping Governing Bodies create a comprehensive letting policy and realistic charges.

3. Lettings Policy

The Governing Body must agree a lettings policy and review it annually. A lettings policy typically sets out all the operational factors which enable the hiring of schools premises to take place. Sport England have advised that a lettings policy should include as a minimum:

- Policy objectives
- Whether there are any users who get priority usage

- The designated status of anyone who is running the facility
- Conditions of hire
- Administration of lettings
- Pricing e.g. scale of charges, discounts, VAT, minimum charges and deposits.
- Cancellation protocol
- Payment methods
- Security matters

An example lettings policy is included at Appendix A.

4. Policy objectives

The Governing Body can set policy objectives for the letting policy. Examples include:

- School premises represent a significant capital investment and should be fully utilized
- They are a valuable community resource
- 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
- 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

5. Priority usage and Designated Status

The Governing Body will need to decide whether they are prepared to allow all organisations, whatever their aims and ideas, to use their premises. The implications of the Equality Act 2010 and the Human Rights Act 1998 will need to be considered if any restrictions are to be applied.

The Governing Body can identify priority for lettings which should reflect the school improvement plan, local priorities, results of community consultation etc. such as:

- Lettings to ethnic minority groups, parents, the local community, voluntary organisations, youth groups, low income groups etc.
- Educational or recreational activities open to school pupils and their families
- Activities organized by local community groups for the benefit of the local community

The Governing Body can also identify activities that it does not consider appropriate, for example types of use that conflict with the school improvement plan, local priorities, results of community consultation such as:

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

Different types of user can also be given a different status in the lettings policy which can lead to variations in charging rates.

Designated users could include, for example, community lettings, school lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise.

Private users could include, for example, commercial lettings.

6. Conditions of Hire

Hirers should be able to refer to clear and reasonable conditions covering a hiring. These should cover the required indemnity to be taken out, the fire regulations for the school, including assembly points, an emergency name and telephone number. A sample Conditions of Hire is included as Appendix 3

7. Administration and management of lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Any delegation of that responsibility should be clearly set out in the Lettings Policy, although the Headteacher will still retain overall responsibility.

A clear process for organisations seeking to hire schools premises will also need to be identified in the Lettings Policy. This should include an initial written request, consideration of the application by the school, confirmation and receipt of the signed Conditions of Hire and payment before start of the hire period. A record of lettings should be kept.

8. Pricing

The Governing Body should set a clear and justifiable charging structure for usage annually and income and expenditure associated with lettings should be regularly monitored to ensure that at least a "break even" situation is achieved. As the primary element may be the caretaking charge, Governing Bodies may feel it appropriate to review the charge on a financial year basis to tie in with any caretaking contracts. All lettings fees received by the school should be paid into the school's budget in order to offset any additional costs.

Charges may be different depending on the type of user and this should be stated in the Lettings Policy. For example:

- Statutory users will be charged an amount commensurate with cost recovery;
- Designated users will be charged at no more than cost or subsidized;
- Private users will be charged on a cost plus an income margin for the school;

Charges to be levied should include:

- Services - heating and light, these can be calculated from annual energy costs and can be set higher for winter months
- Staffing - additional security, caretaking, opening and locking premises
- Cleaning – additional cleaning may be required – particularly for the hire of kitchen facilities
- Kitchen or catering charges – a hire application which includes the use of the kitchen for food storage, production, assembly or service should be discussed with any school meal contractor before being approved. Additional cleaning costs may be incurred.
- Administration – administrative costs incurred by the school in managing lettings
- Equipment hire – if applicable
- Cost of use of school equipment – to include wear and tear (if applicable)
- Profit element (if appropriate)

VAT: in general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school must record the VAT element of any income.

Payment methods: the Governing Body will need to identify in the Lettings Policy how and when the hire charge should be paid.

Cancellation charges: these need to be agreed and set out in the schedule of hire charges.

9. Security matters

Opening and closing of premises for hirers and attendance during hiring are matters for the Governing Body to agree on. It is likely that the schools insurance policy will require a responsible person to supervise and take ultimate responsibility for security. This is often a caretaker, cleaner in charge or paid supervisor.

Insurance: the Governing Body should be satisfied that the hirers have appropriate and up to date insurance cover for any activities carried out on school premises, or otherwise seek an additional charge to be covered by the school's insurance policy.

Health and Safety: the Conditions of Hire should contain appropriate health and safety requirements to ensure compliance with the school's health and safety policies and obligations. Risk assessments for new activities may need to be completed.

Safeguarding Children and Child Protection: the Governing Body is responsible for ensuring that the school has effective policies and procedures for safeguarding children (s172 Education Act 2002). Where school premises are let to other organisations, the Governing Body should seek assurance that the hirer has appropriate safeguarding and child protection policies and procedures in place and that there are arrangements for the hirer to liaise with the school on these matters where appropriate.

10. Licences and permissions

Under the Licensing Act 2003, a licence for alcohol, music, performance of dance, plays and late night refreshment is not necessary where a function is not open to the public. Therefore weddings, private parties or similar events are not licensable. Any events where tickets are sold (i.e. a public event) or where alcohol is sold (not provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice which the hirer or the school must submit to the council's licensing service. A hire application which involves gambling activities must not be accepted without the express permission of the council.

Car-boot sales or car parking: Planning permission may be required if this use occurs regularly. Contact the council's planning department for further information.

11. Elections

A candidate in a local or national election is entitled to use a suitable room in a school to hold a public meeting where that will not interfere with education at the school. The school can charge for costs in preparation, heating, lighting, cleaning and any damage.

Many schools are also designated polling stations. The school can charge for the cost of heating, lighting and cleaning only.

Agreed by Chair of Governors _____ Date _____

Agreed by Headteacher _____ Date _____

Review date: February 2021

APPENDIX A: OLIVER GOLDSMITH LETTINGS POLICY AND HIRE AGREEMENT

All points where the school may wish to insert details are marked with square brackets and bold print.

OLIVER GOLDSMITH PRIMARY SCHOOL LETTINGS POLICY

1. Adoption

The governing body at their meeting on **Thursday 22nd February 2018** adopted the lettings policy and the scale of charges set out below.

Introduction

The governing body regards the schools buildings and grounds which are owned by **Southwark Council** as a community asset and will make every reasonable effort to enable them to be used as much as possible.

2. Policy Objectives

The governing body adopts and endorses the following policy objectives:

- School premises represent a significant capital investment and should be fully utilized
- They are a valuable community resource
- 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
- 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

3. Definition of a letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group or a commercial organisation”. Activities which fall within the corporate life of the school, such as PTA meetings and events and extra-curricular activities for pupils organized by the school are not considered lettings.

4. Priority for lettings

The governing body is mindful of the needs in the local area and the following lettings are especially encouraged:

- Lettings to ethnic minority groups, parents, the local community, voluntary organisations, youth groups, low income groups etc.
- Educational or recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community

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 school facilities:

- Commercial activities with little potential to generate income or support for the school;

5. Designated status

Designated User: The governing body has decided that for the purpose of charging there will be the following categories of designated user. These are community lettings, school lettings for activities for pupils or their parents/carers that provide educational benefit to pupils, which the school wishes to subsidise

Private User: The governing body has decided that for the purpose of charging there will be the following categories of private user. These are commercial lettings.

6. Charges and Payment

Scale of charges

The governing body is responsible for setting charges for the letting of school premises and will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable. In arriving at their scales of charges the governing body has followed the following principles:

- There will be parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users

For the purpose of charging, the Headteacher, School Business Manager and Premises Manager are empowered to determine to which group any particular individual or organisation belongs.

Discounts

The Headteacher and School Business Manager may offer discounts or agree a subsidy for any lettings, as they deem appropriate.

VAT

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, sports letting are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

Minimum charges

The minimum hire period will be **dependent on the type of event**. For example, only in exceptional circumstances will a letting exceed hours outside that fall outside the normal letting hours. i.e. The school being used as a polling station between the hours of 5am-11pm. Most lettings take place after school or during the school day.

Deposits

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 incurring additional cost for cleaning, caretaking or other expenses.

Payment methods

Payment for individual bookings will be required **in full at the time of booking**. **Payment directly into the school bank account (in person or online), by cash or cheque are the only acceptable payment method and this must be cleared before the letting takes place**. Payment for recurring booking will be payable **termly**.

7. Cancellations

The school will seek to recover any cost incurred by the school which is unavoidable and result directly from the cancellation of a letting. See Appendix 3 for terms and conditions of cancellation.

8. Letting times, available facilities and equipment

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

- 1. The lower, middle or top hall.**
- 2. The main Florence Tristram room.**

The earliest a room or hall can be hired is 7:30am and latest letting times agreed as appropriate for lettings is 8pm as long as the finishing time does not exceed 10pm. Facilities available for use include: lighting, heating, toilet and use of the hot water boiler for tea and coffee – **only currently available in the Florence Tristram Room** and Premises personal lock-up/security.

Variations to these facilities and times will be subject to the approval of **the Headteacher**.

9. Management and administration of lettings

The governing body has delegated day-to-day responsibility for lettings to **the School Business Manager and the Headteacher**. Where appropriate, the **Head teacher** may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

10. Considering applications for lettings

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

A request form (attached as Appendix 2) should be completed at this stage and a record of all enquiries should be kept. The **Headteacher or School Business Manager** will decide on the application with consideration to:

- Interference of school activities
- The priority for lettings agreed by the governing body;
- The availability of the facilities and staff;
- The schools equal opportunities, health and safety and child protection policies;
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.
- The availability of Premises staff to work during the letting.

If the **Headteacher** has any concern about whether a particular request for a letting is appropriate or not, they will consult with the **Chair or Vice of Governors**.

11. Issuing a lettings contract/Conditions of hire

Once a letting has been approved, a letter of confirmation will be sent to the hirer enclosing a copy of the Conditions of Hire. The school must be in receipt of a copy of the Conditions of Hire signed by the hirer before a letting takes place.

The governors have adopted the Conditions of Hire which are attached at Appendix 3. All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement and will receive a copy. The hire agreement is a contract which the governors may legally enforce. No member of staff is allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the governors.

12. Security

The head teacher 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. The schools child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people

13. Complaints procedure

A complaint about the school from someone letting the school premises should be dealt with by following the school's complaints procedure. Complaints by a third party about a letting should be forwarded to Hirer. If the Hirer does not have their own complaints procedure, the school will investigate the complaint using its own procedure.

14. Review of Policy

The governors will review the policy each year.

Appendix 2 – Booking Form for School Lettings

(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire						
Attendees	Total No.		No. Adults		No. Children	
Single Booking	Data of Booking		Start Time		End Time	
Block Bookings	Frequency/Days					
	Start Date				Start Time	
	End Date				End Time	

Booking times must allow sufficient time for preparation and clearing away before and after the event.

Facility Required	<input type="checkbox"/> Dining Hall	<input type="checkbox"/> Assembly Hall
	<input type="checkbox"/> Sports Hall	<input type="checkbox"/>
Equipment Required		
Other arrangements		

The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer):

Full name:

Date:

You will be sent confirmation of whether this application has been accepted or rejected by post of email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.

Please return the form to:

(School use only)

This application for letting is: ACCEPTED/REJECTED

Signed:

Position:

Date:

Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If no , include in Schools insurance cover	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the letting involve working with children/young people	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes , has the School followed their safeguarding procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Appendix 3 – Conditions of Hire

Particulars of Hire

The Governing Body of Oliver Goldsmith Primary School of 83, Peckham Road, Camberwell, SE5 8UH (the “School”) permits the hiring of facilities within the School (“the Premises” as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Designated rooms and areas of the Premises to be hired	
Hire Period	From [date and time] To [date and time]
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the School:.....

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name:.....

Signed on behalf of the Hirer:..... Date:

Terms and Conditions

1. Interpretation

- a. Health and Safety Legislation:
- b. School: means the Governing Body of the School, its employees and agents.

2. Use and Access

- a. The School permits the Hirer to access and use the Designated areas of the Premises on the times specified for the Permitted Use.
- b. The School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behavior.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The School retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- f. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

3. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupiers within the Building or any owner or occupier of neighbouring property.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- d. Alcohol is not to be allowed to be sold on the Premises.
- e. Illegal drugs are not to be brought onto or consumed on the Premises.
- f. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- g. Smoking is not allowed on the Premises or the building at any time.
- h. Dogs, other than guide dogs for the blind, other assistance dogs or the Premises Managers Dog (attends all alarm call outs during the night), shall not be allowed on the Premises.

4. Hire Fee and Deposit

- a. The Hire Fee is due and payable 7 days prior to the Hire Period (unless an agreed termly payment plan has been agreed where the school sends an invoice)
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

5. Condition and Damage

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

6. Insurance

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.

- b. The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own public liability insurance and any extra associated costs will be reflected in the Hire Fee.

7. Indemnity

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

8. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

9. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

10. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

11. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

12. Cancellation

- a. The Hirer may cancel the booking at any time by contacting the School. **If a booking is cancelled with more than one weeks notice, the full Hire Fee and any Deposit will be repaid. If less than one weeks notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.**

- b. This agreement will be cancelled immediately should the Hirer breach these Conditions of Hire at any time and no Hire Fee (or part thereof) shall be refundable.
- c. The School reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavor to give as much notice as possible. In such circumstances, the School will refund the Hire Fee (and any deposit), but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

13. Advertising

- a. The School must approve all advertising and posters concerning the use of the Premises.