



## LETTINGS POLICY

### 1. Overview

The Governing Body adopt and endorse the Local Authority's (LA) statement on shared use of school premises by affirming that this Federation is wholly committed to the principle of the shared use of school premises to optimise the use of educational facilities.

Shared use of the school premises may only be undertaken when facilities are not directly required by our children.

Subject to the above our premises may normally be considered to be available outside of the school day, which is deemed to be 8 a.m. – 6 p.m. and through school holidays

### 2. Types of shared use activity

#### Subsidised use

2.1 There are two levels of subsidy awarded. Relevant groups who have registered with the LA and attained prior accreditation will, according to their accreditation, receive either 100% subsidy or 25% subsidy of the lettings charges.

100% subsidy holders include:

- Activities organised by the Children's Services
- Activities organised by voluntary groups which would in the absence of those groups be organised by the County Council;
- Norfolk Schools Associations such as Norfolk Schools Cricket/Football etc.
- Parochial Church Councils meeting in their own schools
- Workers Educational Association (WEA) groups

25% subsidy holders include:

- Activities organised by voluntary groups for the children aged under 16;
- Activities organised by voluntary groups for those over state retirement age;
- Activities organised by voluntary groups for the disabled
- Holiday Play Schemes

2.2 A subsidy is given only for the activities the group was formed for. This means no subsidy is available for other activities undertaken by the group e.g. fund raising activities. Also a subsidy is not given for performances e.g. concerts, plays, musicals, although it is given for rehearsals of the same.

2.3 The Governing Body (see paragraph 4.2 ) reserves the right to charge a subsidised group less than the sums set out in the Standard Scale of Lettings Charges prescribed by the Authority (See Authority's Website -

<http://www.schools.norfolk.gov.uk/index.cfm?s=1&m=679&p=535>,index for latest charges) but may still claim the full subsidy

#### Non- subsidised use

2.4 The school premises may be let to other groups

2.5 Such groups shall pay 100% of the prescribed lettings charges

2.6 The charges for such lettings are periodically approved by the Governing Body and the latest rates may be obtained from the Headteacher. The Governing Body (see paragraph 4.2) reserves the right to charge less than these sums in appropriate circumstances

### 3. Conditions of Hire

3.1 The Governing Body adopt the 'conditions of hire set out in **Annex 1**. These are based mainly on those proposed by the LA

3.2 It shall be the responsibility of the Headteacher to advise hirers of the following details:

- the identification of the people responsible for the management and administration of the school's shared policy.
- the arrangement for keys
- the security arrangements which must be followed
- the arrangements if the school has to be temporarily closed



- how the school will fulfil its health and safety responsibilities

## 4. Administration of Lettings

**4.1 General** -The Governing Body recognise that it would be impossible for it to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept and approve or reject applications for hire to the Headteacher or School Support Manager

**4.2 Variations** - No member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations nor to deviate from the governors published charges referred to above. The discretions to reduce charges given by Sections 2.3 and 2.6 shall only be exercised by the full Governing Body, a committee of governors appointed for this purpose by the Governing Body or the Headteacher. In exercising their discretion the Governing Body/Committee or Headteacher is entitled to have regard to the following criteria: \_

- The charitable nature of the organisation
- The benefits that may be derived by the local community
- Any arrangements in relation to the particular hiring which reduce the normal expenses incurred by the School eg avoidance of the need for a caretaker presence

Where the Headteacher exercises a discretion under this section (s)he shall report her reasons to the next meeting of the governing body

**4.3 Lettings Documentation** - All formal hiring of the schools premises, including those for which no charge, is made shall be properly documented. All hirers **must** complete a lettings of hire agreement and must be provided with a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law. **(See Annex 2)**

## 5. Value Added Tax

**5.1** The Governing Body are required by law to apply value added tax to all transactions where this is appropriate. The Headteacher will carefully follow the advice issued by the LA in this regard

## 6 Review of Policy

**6.1** The Governing Body require the Headteacher to report at least once per term indicating:- the number of lettings made (subsidised/unsubsidised); details of the hirers; details of any difficulties (unpaid fees/breach of terms) or any issues which suggest the terms of this policy should be varied.

**6.2** In the Spring Term each year the content of the Policy shall be reviewed by the Governing Body and the Scale of Charges fixed for the next financial year. The charges will have full regard to the LA's current policy



## ANNEX 1

### CONDITIONS OF HIRING SCHOOL PREMISES BOOKING CONDITIONS

All letting fees shall be paid in advance by the Hirer. Specific bookings may be made for single lettings or respective lettings during periods of up to 28 days, defined as one month. Where a hirer requires the use of a facility for, say a term, a specific booking period, a provisional booking may be made specific for a further month. In the case of repetitive lettings, the charge for each specific month will be in accordance with the scale of charges applying in that month and must be paid in advance to cover the specific booking. A provisional booking may be cancelled by the hirer at any time, but a specific booking cannot be cancelled unless 14 days prior notice has been given by the hirer, where this period of notice has been given the fee relating to the cancelled booking may be refunded by the school. Where the school is obliged to cancel a specific booking for any reason other than the hirer's instigation the fee relating to the booking will be refunded.

### CHARGES

The charges for users are set out in Annex 2. These will be revised with effect from 1<sup>st</sup> April each year.

### USE OF PREMISES

#### School Responsibilities

For the duration of the letting period the School will be responsible for ensuring the following provision:

- Adequate means of escape in an emergency adequate equipment available for the use should an emergency situation arise. This should include: Fire extinguishers, first-aid kit
- Adequate heating, lighting and ventilation. This should include external lighting where required.
- Safe Equipment and premises.
- Individual arrangements should detail which equipment should be used and which not.
- Assistants available on call to deal with defects to school plant or equipment to ensure premises are secured. Sufficient information given to hirers on operation of plant, equipment and emergency facilities.
- Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, the school will ensure that hirers will have adequate supervision in attendance during letting periods.

The School will carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

#### Hirer responsibilities

For the duration of the letting period the hirer will be responsible for ensuring the following:

- Adequate supervision is available. Normal and emergency procedures are followed
- No School equipment, other than that specified at the time of letting is used. School furniture shall not be moved by the hirer except by arrangement with the Caretaker or person holding custodianship for the time being e.g. a relief Caretaker.
- That they have access to a mobile phone, which they must provide, so that they can respond effectively to emergencies
- Familiarity with emergency equipment, such as fire extinguishers, alarms, first-aid facilities. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.
- Facilities and equipment are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment. This includes ensuring that: *alcohol is not consumed.*

- Emergency exits, fire extinguishers, alarm points are not obstructed. Adequate walkways are available to allow free and easy access and egress. No gas cylinders or canisters are used inside the premises. Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Any equipment or furniture moved by prior arrangement is to be replaced at the end of the period of hire.
- Flammable and/or hazardous substances are not to be used.
- Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.
- Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be put up.
- Footwear likely to damage the floors is not to be worn.
- Litter and property belonging to the hirer or his servants or agents, is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.
- Alterations to lighting or heating systems are forbidden.
- To park in designated areas, leaving access for emergency vehicles

### COPYRIGHT

The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertake to indemnify the School/LA against the costs for infringement. The School's Headteacher will require from the hirer the sight of a licence to use sound recordings for any let where music is played of radios, tapes, CD's, records. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal)

### CHARGES FOR SPORTING USE

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard than the hirer will be responsible for the additional costs incurred by the school in meeting the special demands.

### LIABILITY OF HIRER

The School/LA shall not be liable for any injury or damage to or loss of property, which shall or may occur to the hirer, his assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring, with the exception of injury or damage as may occur by reason of the negligence of the School/County Council, its servants or agents acting within the scope of their authority. The hirer will therefore need to ensure adequate insurance is purchased to indemnify the negligent actions of the group, its servants, assistants and agents resulting in a claim for injury and property damage\*to members of the group, the School/ County Council or others entering the property.

\*Under the terms of the hire agreement with the School/County Council an insurance policy has been effected on the hirer's behalf by the School/County Council. This policy indemnifies the hirer against the costs arising from the claims for damage to Schools/County Council Property, which have resulted from the actions of negligence of the hirer. The cost of this insurance is included within the hire charges and the hirer will be responsible for the policy excess applicable.

Please note that this is a **NO SMOKING SITE**



**ANNEX 2  
APPLICATION FOR HIRE OF SCHOOL PREMISES**

**PART ONE: ACCOMODATION REQUIRED.**

Classroom	
Hall	Changing rooms/toilets
Other rooms (please specify)	Football pitch
Cooking facilities	Playing field
Playground	Other facilities (please specify)

**PART TWO: HIRER DETAILS**

Name of Hirer: Address:  Telephone Number E:mail address
Name of organisation
Date(s) of hire Timings
Purpose of hire
Schedule Number if claiming subsidised letting: Subsidy level:

**PART THREE: DECLARATION.**

I apply for use of the above accommodation and facilities and if my application is approved I will pay in advance all letting charges in accordance with the attached schedule of charges and agree to comply with the conditions overleaf. I have attained the age of 18 years.

Signed:	Date:
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**For office use only**

Application received on
Application approved by
Booking confirmed
Lettings register number
Payment received