

## **LETTINGS POLICY**

### **Policy Objectives**

The purpose of this Policy is to ensure that any letting or leasing of the school premises follows the current guidelines from the LA and recognises that the school premises represent a significant capital investment and should be fully utilised and are a valuable community resource.

### **Legal**

The following explains in detail the legal issues that are raised if a third party uses the school premises.

### **Short Term, Casual and Non-Exclusive Use Lettings**

1. These types of use of the school premises are entirely at the discretion of the School to manage and control. In the main, they provide an opportunity for the School premises to be used when it is not needed for core education purposes in the late afternoon and evenings. There are also opportunities when School accommodation is not needed for core education purposes during the day to be used by other groups. The use of the School accommodation is of interest to groups who are involved in associated functions to schools, i.e. playgroups, nurseries and after school clubs, or are associated with children based activities such as guides and brownie packs, scouts and similar groups or youth clubs.
2. Whilst the majority of these groups will only wish to use the accommodation for a set period of time each week, certain guidelines are needed to be followed in order to prevent the inadvertent creation of a more formal occupation, which gives rise to the group having greater security than was originally intended with its ensuing financial and legal complications.
3. In most situations, the group may only wish to use an area of accommodation for a set period of time, for example for one morning or a number of mornings a week from 9.00am to 12.00noon. The same accommodation is then used by the School. In these situations there is no reason why the School cannot organise these lettings using the procedures already in place. However, it is suggested that the main details of the specific use of the accommodation are recorded in writing which is to set out to the applicant or group and a signed copy returned to comply with the terms. The headings of such a letter need to clarify the specifics of the let and should include:
  - (a) The days and times of usage
  - (b) The amount of fee and what this covers
  - (c) The period of notice which must be given to terminate the agreement and for the School to obtain back the use of the accommodation.
  - (d) The requirements for the applicant or group to provide evidence of third party insurance cover.
  - (e) Consent for any other specific requests such as putting up of posters and other items on the walls and the requirements if granted to remove and reinstate the walls at the end of the agreement, if required.

### **Long term or Exclusive Use of School Premises**

Whilst the School must, in the first instance, be in agreement with any proposals for any long term use of the

School premises by a third party, such agreements require special conditions and under the provisions of the County Council's Standing Orders, the Authority's Corporate Legal Advisor must be consulted.

If there is an intention on the part of the School to allow a group to use the accommodation for a longer period than six months or the group is allowed to use an area which during the same period no one else is using as well, then it is essential that the LA is informed of the intention either by letter or by the completion of a Self Help application form, which would initiate the involvement of the Council's Estates and Legal Advisors to advise on the appropriate type of legal agreement. For this type of long term or exclusive use, a lease is required to be set up which can be signed by the County Council as owner of the property.

Failure to ensure an appropriate legal agreement for this type of let could result in the group/organisation having a claim for a secure tenancy under the Landlord and Tenant legislation, which could severely affect the School and the Council's opportunity to recover the future use of the premises when required.

The specific legal requirements that need to be met are there to protect the School, the Governors and County Council, and an extended tenancy or compensation can in some instance be imposed by the courts.

In summary if the School is approached by, or is intending to make School accommodation available to groups or organisations outside of the County Council, it is essential to consider the type and length of the applicant's requirement. If this requirement extends beyond the simple short term, casual or non-exclusive use of the accommodation, then the School must contact the LA in order that an assessment can be made as to what type of agreement is necessary and that the Council's estates and legal advisors can be involved at the earliest opportunity.

### **Insurance**

The personal, property and premises risk must be properly assessed for the activity or use of the letting and adequate insurance provided to cover the School, LA and any third party.

Insurance cover is provided by Central Bedfordshire Council through Safehands. The school public liability insurance will cover any claim for personal injury to a third party or damage to third party property that arises because of its negligence. It is a requirement that all hirers of County Council premises have public liability insurance cover of their own to cover claims arising through the hirer's negligence. A minimum level cover of £5m must be arranged and it is the hirer's responsibility to organise this. A minimum limit of indemnity of £2m is acceptable for national clubs and organisations such as Rainbows or Brownies, etc. who will have their own public liability insurance policies. For hirers who intend to use the school for activities such as wall climbing, abseiling, etc. a minimum cover of £10m must be arranged.

It is the schools responsibility to see and check the hirer's insurance certificate before the event.

Through Safehands the school is able to offer private hirer's 'Hire of Premises Public Liability cover with a liability cover of up to £5m. There is an excess of £50 per claim which the hirer is responsible for and the cost of the cover will be added to the fee charged to the hirer. See charges Appendix A. This insurance is only available for non-profit making individuals and groups only. Profit making organisations and individuals must have their own liability cover, levels as stated above.

### **Polling Stations**

There is an obligation on the County Council to provide public premises for use as Polling Stations. Schools have historically been used because of their frequency, location and ease of access. Where the School premises are used, there is a requirement that the School may only charge reasonable additional costs that are incurred. These may also need to be substantiated to the

appropriate Authority. For further advice on this matter please contact Anne Cotton, Governor Support, County Hall, Bedford, telephone 01234 228118.

### **Equal Opportunities**

The School will not let to any individual, group or organisation that preaches, practices or condones discrimination or prejudice based on ethnic grouping, cultural beliefs, ethnic origin or other areas that do not conform to the schools equal opportunities policy.

### **Safeguarding**

Organisations letting the premises must have appropriate safeguarding policies and procedures in line with national guidelines or alternatively be given the schools procedures and accept the guidance.

## **Administration of Lettings**

### **General**

The Governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Headteacher.

The Governing body has the right to veto any let it does not consider suitable or which may be detrimental to the effective running of the school or its reputation.

Any member of the Governing body who has an interest in an application to let the school must declare this interest and take no part in the decision on the granting of that let.

Lettings must be recorded in the minutes of the finance committee following the date of the let being granted.

### **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 are to receive a copy of the conditions of hire. The hire agreement is a contract which the Governors may enforce at law.

The hirer must be made aware of the fire exits and fire appliances on taking up the let. This is achieved by passing on paper copies of the schools fire evacuation procedure and location of fire fighting appliances to the hirer with the terms and conditions of hire.

### **Scale of Charges**

The Governors have decided for the purpose of charging there will be 2 categories of users:

- (i) Community
- (ii) Commercial/Private

For the purpose of charging the headteacher is empowered to determine which category an individual or organisation belongs to.

The scale of charges / Hirers Public Liability costs forms **Appendix A** to this policy statement.

The letting fee must be paid at least seven working days before the first day of the let.

### **Discount**

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

### **Value Added Tax**

The Governors are constrained by law to apply value added tax to all transactions where this is appropriate.

### **Deposits**

The minimum hire period is 1 hour. Any variation to this is at the discretion of the Headteacher.

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.

A returnable cash deposit is payable to the school in advance to secure the let. This must be paid at least seven working days before the first day of the let.

The returnable cash deposit will be returned within 7 working days from the end of the let.

### **Cancellations**

The Governors or the Headteacher have the right to cancel a letting.

Where the hirer has a need to cancel Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of the letting.

### **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. Cheques must be made payable to **Central Beds Council** not the school. In all cases where cash or cheques are paid then an official receipt must be issued.

### **Security**

The Governors will not normally insist upon a continuous caretaking presence. However they reserve the right and delegated power to the Headteacher to insist upon caretaking presence where in 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 year will also be reviewed and updated. The school must consider anticipated levels of lettings within the school and establish a scale of charges through assessment of cost, recovery, profit and market forces. This policy must be evaluated in January in order that any potential change in the level of income can be reflected in the school budget plan.

## Terms & Conditions

1. No letting will be granted unless an Application for use of School Premises form has been completed and signed by the hirer. The applicant must be over 18 years of age and organisations letting the premises must have appropriate safeguarding policies and procedures in line with national guidelines or alternatively be given the schools procedures and accept the guidance.
2. Once received and authorised a lettings invoice will be issued. This invoice must be paid at least 7 working days before the let takes place. A separate cash payment for the returnable deposit must also be sent with the invoice remittance and hire charge. Cheques or cash are acceptable forms of payment for the hire charge. Cheques made payable to 'Central Beds Council'. A receipt will be sent once payment has been processed with copies of the schools fire evacuation procedure / location of fire fighting appliances and a letter of confirmation of the booking.
3. Cancellation: Where the hirer has a need to cancel Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of the letting.
4. Insurance: The hirer must provide their own public liability insurance for all lettings. Lets will not be authorised without evidence of a minimum cover of £5m public liability insurance. For activities such as wall climbing etc cover of £10m must be provided. Evidence must be submitted to the school office for inspection prior to the let. The school is able to offer for non profit making groups / individuals 'Hire of Premises Public Liability Insurance'. This provides cover with a liability up to £5m. There is an excess of £50 per claim which the hirer is liable for and the cost of the cover will be added to the fee charged to the hirer. See scale of charges for insurance costs.
5. Behaviour: The school is a community resource and the hirer is responsible for noise level and guests behaviour which must not offend local residents. NO DOGS are allowed on the school premises /grounds.
6. Maximum numbers attending : The approximate numbers of people attending must be stated on the application form. Health and Safety considerations restrict the school hall to a maximum number of 200 people for any function.
7. Alcohol and drinks: Unless a public entertainment license has been applied for and granted, alcohol may not be sold on the school premises. A license must be submitted to the school office for inspection prior to the let. Alcohol may be brought by persons organising the function for personal consumption following permission from the headteacher.
8. Smoking: Smoking is not permitted in any of the school buildings.
9. The hirer will pay the full cost of repair or replacement of any school fixtures, fittings or equipment that are damaged as a result of the let. A deduction will be made from the refundable deposit or if costs are greater then a separate charge will be made.
10. It is the responsibility of the hirer to ensure the premises are left in the same condition in which they were found. Permission must be sought if there is a requirement for the putting up of posters and other items on the walls and if granted it is a requirement to remove and reinstate the walls at the end of the let. The hirer is responsible for cleaning and removal of any rubbish from the school premises. Where use of the premises by the hirer gives rise to additional cleaning on the part of the school a deduction will be made from the deposit to cover this charge.
11. The school has the right to cancel any booking whether confirmed or not without prior notice if it suspects that any of the above conditions have been broken.
12. The Governing body requires the hirer to indemnify the school against all losses, claims demands, actions proceedings, damages, cost or expenses or other liability arising in any way from my use or other people in my party of the facilities of the school, any breach of my undertakings contained in this agreement or the exercise or purported exercise of any of the rights given to me under this agreement.

## Houghton Conquest Lower School

### Scale of Charges

Hall	Community	£7 per hour
	Commercial / Private	£10 per hour
Classrooms	Community	£7 per hour
	Commercial / Private	£10 per hour
ICT Suite	Community	£7 per hour
	Commercial / Private	£10 per hour
Playground/playing fields	Community	£7 per hour
	Commercial / Private	£10 per hour
Early Years Centre	Community	£15 per hour
	Commercial / Private	£25 per hour

**Discounts:** The Governors will not seek to make a profit from school or PTA functions. The following listed individuals or organisations are the only permitted variations to the standard charges above.

1. **The Friends of Houghton Conquest Lower School** will be allowed to use the premises free of charge for fundraising and social events that support the school. The group must be supplied with the terms and conditions of use of the premises yearly and agree to comply with these terms. Also to be supplied each year with the fire evacuation procedure / location of fire fighting appliances.
2. **Mrs Savvides** provides her professional musician services free of charge to the school for assemblies, concerts, events. The governors have agreed that Mrs Savvides will be allowed to use the premises for the provision of piano lessons to the children at the school and will be charged an agreed sum per lesson rather than an hourly rate. This agreed sum will be £2.00 per lesson payable in total at the end of each month. Mrs Savvides must be supplied with a letter for the letting and yearly the terms and conditions of use of the premises and agree to comply with these terms. Also to be supplied each year with the fire evacuation procedure / location of fire fighting appliances. Mrs Savvides must pay an agreed sum of £30 annually for the schools Safehands, Hire of Premises Public Liability insurance to ensure she has an appropriate level of cover as required by the Governors. Mrs Savvides is responsible for the £50 excess in the event of a claim.

**Deposits:** For all Community and Commercial/Private hire the returnable cash deposit is £100. Deposit to not be banked pre let. To be kept in the safe and returned to the hirer within 7 days of the event conclusion as long as all terms and conditions have been adhered to.

**Caretaking charge** for opening and closing of the school outside of normal hours: £25.00

**Charge when the Caretaker** is required to stay on site specifically for the purposes of the let outside of his/her contracted hours is £12.50 per hour with the hourly rate being charged from the start of each hour.

**Charge for Public Liability provision** will be calculated as 13.75% of hire fee plus insurance premium tax @ 5%. For example: £100 hire fee x 13.75% = £13.75 + 0.5% IPT = £14.44

## Houghton Conquest Lower School

### Procedure for application and granting a let

1. Hirer contacts the school, Headteacher to be notified re: intention to hire.
2. On Headteacher's agreement, Office Manager to send the applicant an application form with 'Terms & Conditions' for the applicant to keep.
3. Completed application form returned to the school.
4. Office Manager to pass the application to the Headteacher for decision re: charging and granting of let. Headteacher to inform Chair of Governors of decision.
5. If decision approved Office Manager to arrange public liability cover if requested through Safehands, send Lettings Invoice to include additional charges such as caretaking, insurance and returnable cash deposit to the hirer with any specifics of the let if applicable.
6. Once payment and cash deposit received Office Manager to send confirmation letter with receipt and a copy of the fire evacuation / location of fire fighting appliances & safeguarding information as required to the hirer to confirm the booking. The letter must state a name and telephone number if out of hours for who will be the school contact for the period of the let.
7. Deposit to be stored safely in the school safe and a record kept on application form of cash deposit received and the date. Must not be banked.
8. Office Manager to record the let in the school diary to include a contact person name and number for the hirer and who will be the school contact in charge for the period of the let.
9. Headteacher to notify the clerk of Governors of the let requesting it to be added to the next agenda for the Governors finance committee. Finance committee to document the let in the minutes of their next meeting.
10. Deposit if all terms and conditions have been adhered to returned to the hirer by the Office Manager within 7 days. Record on application form return of cash deposit and date.



## APPLICATION FOR USE OF THE SCHOOL PREMISES

Name of Applicant: .....

Tel No: (Day) ..... (Evening) .....

Name of Society/Group if applicable: .....

Address: .....

..... Postcode.....

Purpose of Hiring: .....

Area Required:    Main Hall     Classroom     Playground / Field     ICT Suite  
                                  Early Years Centre

Date of Hiring: .....

Hours of Hiring: From..... To.....

Public Liability Insurance:    Yes     No     Public Liability Insurance required through School – see charges

Approximate number attending: .....

Will alcoholic drink be: Brought onto the premises    Yes    No

                                 Sold on the premises             Yes    No

                                 Public Entertainment License    Yes    No

I / We apply to use , and in the event of the application being granted agree to hire the area/s of the school as above and these specified areas only subject to the terms and conditions overleaf which I / we have read and with which I / we undertake to comply. I / We undertake to pay the necessary fee and cash deposit which will be assessed in accordance with the school's scale of charges. I / We further undertake to make good any loss of school property or damage to school premises or property.

Signature of applicant: ..... Date.....

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### OFFICE USE ONLY

Accommodation Available	Yes	No
Headteacher Authorised	Yes	No
Date of Approval		
Letting Fee		
Additional Charges		
Returnable Cash Deposit received - date		
Returnable Cash Deposit returned - date		
Public Liability Insurance seen	Yes	No
Public Entertainment License Seen	Yes	No
Consent given for alcohol on premises	Yes	No
Chair of Governors & Clerk informed	Yes	No

PLEASE RETURN COMPLETED FORM TO : Houghton Conquest Lower School, High Street, Houghton Conquest, Bedfordshire MK45 3LL

**DO NOT send any payment or deposit with this form – an invoice will be issued if the application is granted.**



## LETTINGS INVOICE

Date:

Dear

With reference to your application to let school premise dated 11 November 2013 we are pleased to inform you that permission has been given to use the accommodation/facilities at our school, details as stated below. This permission is dependent on:

1. All regulations and conditions stated in our School Letting Policy Terms & Conditions being met.
2. The receipt of payment of returnable cash deposit at the latest 7 working days before the start of the let.
3. The cost of your let (as stated below), being paid at the latest 7 working days before the start of the let.

ACCOMMODATION REQUIRED	TIME		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
	From	To				
<b>DISCOUNT WHERE APPLICABLE</b>						
<b>CARETAKING CHARGE</b>						
<b>PUBLIC LIABILITY INSURANCE</b>						
<b>TOTAL COST</b>						
<b>RETURNABLE CASH DEPOSIT</b>						

Yours sincerely

**Miss C McCarthy**  
Headteacher

All cheques should be made payable to 'Central Bedfordshire Council' and returned to the school at the address shown above. Please note the deposit is required as cash.

**REMINDER RE: LETTINGS INVOICE**

Date: .....

Dear .....

We note from our records that the balance of payment for the above letting is now due.

Please pay by ..... the sum of £..... which is the balance now due.

Cheques should be made payable to '**Central Bedfordshire Council**' and returned to the school at the address as shown above.

\*We would also like to remind you that a cash deposit of £ ..... is also due for payment now.

Failure to pay the amount due by ..... will mean that your booking to let part of the school premises will **NOT** be able to go ahead.

We thank you for your co-operation.

Yours sincerely,

**Miss C A McCarthy**  
**Headteacher**

**CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES**

Date: .....

Dear .....

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated ..... which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

Also enclosed is a copy of the schools fire evacuation procedure and the location of fire fighting appliances within the school. Please read these and if any questions address these to the school prior to the hire.

The named contact for the duration of the let if you have any problems will be .....

If an emergency this person can be contacted on .....

Prior to the let if there are any queries please contact the school on the number at the top of this letter.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely

Date:

Dear

The Governors as part of a financial audit are reviewing the school's **Charging & Letting Policy** and as a result we need to provide you with a letter confirming the arrangement that the school has with yourself for the use of the premises for piano lessons.

The following points detail the specifics of the let :

1. Hire of the school hall at various times during the school week when the hall is not in use to provide (Activity) to the children of the school and the village.
2. It is a requirement that evidence of own public liability third party insurance with a minimum cover of £2m must be shown to the school each year and a copy of the certificate kept with this letter.
3. The governors must supply each year updated copies of the terms & conditions of lettings and the fire evacuation procedure / location of fire fighting appliances to (NAME). (NAME) must agree to comply with these terms.

As you can see no changes have occurred to the existing let (NAME). We just need back the form at the bottom for our records thanks.

Yours sincerely

**Jo Randall**  
**Chair of the Governing Body**

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I have read and agree to comply with the Terms & Conditions of the Houghton Conquest Lower School Lettings Policy.

I agree to provide the school yearly with a copy of my public liability insurance.

I have read and am aware of the schools fire procedures in case of a fire.

Signed .....

Name ..... Date: .....

<b><u>Scale of Charges</u></b>		
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	Commercial / Private	£10 per hour
Classrooms	Community	£7 per hour
	Commercial / Private	£10 per hour
ICT Suite	Community	£7 per hour
	Commercial / Private	£10 per hour
Playground/playing fields	Community	£7 per hour
	Commercial / Private	£10 per hour
Early Years Centre	Community	£15 per hour
	Commercial / Private	£25 per hour

**Deposits:** For all Community and Commercial/Private hire the returnable cash deposit is £100. To be returned to the hirer within 7 days of the event conclusion as long as all terms and conditions have been adhered to.

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**Charge when the Caretaker** is required to stay on site specifically for the purposes of the let outside of her contracted hours is £12.50 per hour with the hourly rate being charged from the start of each hour.

**Charge for Public Liability provision** will be calculated as 13.75% of hire fee plus insurance premium tax @ 5%. For example: £100 hire fee x 13.75% = £13.75 + 0.5% IPT = £14.44