



Lettings Policy

April 2023

Introduction

The Board of Directors regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, School Monitoring Council and Directors meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Board of Directors is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting);
- ◆ Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- ◆ Cost of administration;
- ◆ Cost of "wear and tear";
- ◆ Cost of use of school equipment (if applicable);
- ◆ Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When the school is being used for any letting a Letting Form will need to be completed. Where there is a Church held on site a letting form will still be completed for additional lettings which fall outside the normal schedule of usage.

When a community organisation i.e. Church organisation or other Community groups use the school premises charges should only be made to cover the costs: electricity, gas, water and administration. A substantial profit should not be made when these groups are using the school's facilities.

The specific charge levied will be reviewed annually, during the spring term at renewal of this policy, the policy will be reviewed by the Premises Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed.

In general, the letting of rooms is exempt of VAT, please see the table below for some examples.

Exempt from VAT	Standard rate: 20 %
Hire of a room or hall including tables and chairs with or without the provision of light refreshments	Hire of a room including tables and chairs and a bar facility or catering that is operated by the school
Hire of a room including tables and chairs together with a kitchen that the hirer may use to prepare food and drink	Hire of a room including tables and chairs and the use of computer facilities
Hire of a room including tables and chairs, flipchart and overhead projector	Hire of a theatre to a theatre group - the theatre group retains the box office takings, but the school provides staff to operate the theatre. It may or may not include a bar facility.

Management and Administration of Lettings

The Headteacher /Estates Manager is responsible for the management of lettings, in accordance with the Board of Director's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. The CFO is responsible for reviewing the policy and charges annually.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the finance & resource Committee who is empowered to determine the issue on behalf of the Board of Directors.

The Administrative Process

Organisations seeking to hire the school premises should approach the School Office, who will identify their requirements and clarify the facilities available. A Letting Request Form should be completed at this stage, so the Senior Leadership Team of the school/Estates Manager can consider the request, a copy of which is found at the end of this policy.

Once a letting has been approved, the form will be returned to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement, please see Terms and Conditions at the end of this policy.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges and in line with the current credit control policy.

The Headteacher/Estates Manager has the right to refuse an application and no letting should be regarded as "booked" until approval has been given in writing by return of the Letting Request Form.

A public announcement of any activity or function taking place should not be made by the organisation concerned until the booking has been formally confirmed.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the trust's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Letting Charges - All charges include central heating and lighting

Area of Hirer	Community Use which includes Pupil engagement	Local Community Use	Private Use
Hall/ Classroom/ Playground	Price on application	Price on application	Price on application
Projector (Hall)	Free	Free	£3.50
Piano	Free	Free	£7.00

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Board of Directors, a DBS (Disclosure and Barring Service) check. If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check. These checks must be made by prior arrangement with the Headteacher/CEO, with at least half a term's notice in advance to ensure that the checks can be carried out in time. The cost of this will be charged to hirer. Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified and the DBS check information must be given to the school before the sports coaches attend site.

Priority of Use

The Headteacher/Estates Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Board of Directors that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover with the Letting Request Form before the letting can be confirmed.

Insurance for One-off Lettings

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered, and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher/CEO. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements by arrangement on the form.

Catering Facilities

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher/Estates Manager, in line with current food hygiene regulations. All litter must be taken away from site.

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to prepare drinks/ heat up food may be able to use the staffroom facilities subject to approval from the Headteacher. In this situation the hirer must:

- Comply with all relevant legislation and, in particular, the General Food Regulations 2004 and The Food Safety and Hygiene (England) Regulations 2013.
- Ensure that the premises and equipment are left 'as found' and that school food/ cleaning materials are not used.
- Not use refrigeration equipment or food storage areas- this is to avoid cross contamination with allergens.
- Be responsible for breakages, losses, damage etc
- Remove from the premises all rubbish and food waste.

Playing fields/Open spaces

No warranty is given by the Trust that the field or open space is fit for the use proposed and the hirer must satisfy themselves as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.

The hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to cause nuisance or annoyance to the occupiers of neighbouring premises.

No lines are to be marked on the field or grassed area without the specific consent of the Headteacher/ Estates Manager.

The hirer must not allow the school grounds to become fouled by dogs.

Capacity figures for the Hall

With tables and chairs 90	Seated audience 100
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First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Intoxicating Liquor

Any intoxicants being brought on to or consumed on the premises will be down to the Headteacher's discretion and the correct licence from Cornwall Council must be in place.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 2005. A copy of the Council's Statement of Principles is available from the Council's website or from the school office during normal business hours. It is hirer's responsibility to read the statement of principles and ensure that they are abiding by the conditions of the Gaming Act 2005.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Heels and Shoes

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the CFO and adopted by the finance & resource Committee on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher/ Estates Manager of the school.

Right of Access

The Board of Directors reserves the right of access to the premises during any letting. The Headteacher/CEO, members of the Board of Directors or members from the Premises Committee may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on

..... (insert appropriate venue).

The Hirer must have immediate access to participants' emergency contact details and may use the telephone in the school office in the event of an emergency if access allows. Mobile phone arrangements may be necessary. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher/CEO a week prior to the distribution of the Hirer.



The Rainbow Multi Academy Trust
 First floor offices
 Unit 2, Marlin House,
 Agar Way, Pool Industrial Estate,
 Redruth,
 Cornwall.
 TR15 3SF.
 Tel: 01209 240182

E: info@rainbowacademy.org.uk

Letting Request Form

Application for the Hire of: School

To be completed by the Applicant/Person responsible for payment of the scale and other charges in respect of the hire.

The Hirer:

Name of Applicant	
Society/Organisation represented	
Contact Address	
Telephone Number (daytime)	
Telephone Number (evening)	
E-mail Address	

Details of Hire

Area of Premises to be hired

Date(s) of proposed hiring

Time(s) of proposed hiring

Purpose of Hire

Number of Adults expected to attend

Number of children (under 16) expected to attend.

Hirer must attach Child Protection Policy

Public Liability Insurance
(Quote company name & Policy Number)

Will catering facilities be required?

**For Office Use Only
CHARGE**

Attached?

Seen by
school
office?

Will there be music and dancing?

Will alcohol be served/consumed?

Is an admission fee to be charged?

To what purpose will the proceeds be devoted?

Will the proposed function be advertised and, if so, in what manner

Licence gained?

£

The Hirer must not indicate or imply, in any way, that the event is endorsed by the Trust/School in any advertisements.

Declaration

I hereby make application for the use of the accommodation and facilities stated above and, upon application being granted, I undertake to pay, in advance (unless otherwise agreed), the scale and other charges in respect thereof and to comply with the conditions in the subjoined Terms and Conditions.

I declare that I am 18 years or over

Signature of
Applicant

Date

Print Name

Authorisation

To be completed by the Premise Controller (Headteacher/Estates Manager).

I agree to the hiring of the accommodation and facilities to the Applicant as detailed above based on the provisions of the Terms and Conditions.

Signature of
Premises Controller

Date

Print Name

For Office Use Only

Agreed Charges

£

Invoice Number

Total