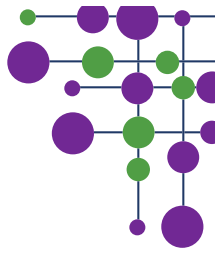


# LETTINGS POLICY

Academic Year 2023-24

Version:	1.3
Author:	Sharron Pendleton
Date:	January 2024
Approved by Governors:	January 2024
To be reviewed:	January 2025
Signed:	S Pendleton



## Introduction

The Governing Body of Shelley College believe that the prime purpose of our school is the education of our children. This document outlines the policy of our school with regards to letting out of Shelley College. It sets out the facilities available, the charges and the responsibilities of Governors and users when the premises are hired.

The School will consider letting to any group able to comply with the terms and conditions of the booking procedure. However, in deciding whether or not to let our premises, the Governing Body will not allow any activities prejudicial to good relations nor if there is a likelihood of any damage being caused to the premises or any nuisance to the school or neighbours. The Governing Body will also take into consideration any safeguarding issues surrounding our pupils.

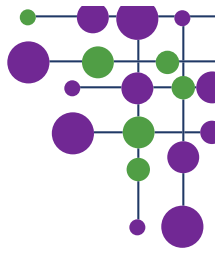
The final decision on compliance with the terms of the lettings policy/hire agreement lies with the Governing Body.

## Policy OBJECTIVES

The Governing Body adopt and endorse this Lettings Policy and recognise the principles therein, namely: -

- (i) that school premises represent a significant capital investment and should be fully utilised;
- (ii) are a valuable community resource;
- (iii) educational usage, education premises constitute a natural priority;
- (iv) that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating educational activity by designated users.





## MANAGEMENT/ADMINISTRATION OF LETTINGS

### General

The Governing Body 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: -

Executive Principal

Associate Principal

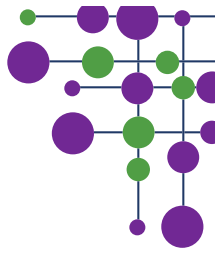
Administration Manager

### 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 or to deviate from the Governors published charging policy. All hirers **must** complete a Hire Agreement and will receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

If the Executive Principal has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting. Governing Bodies must consider the need for business & financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.





## SCALE OF CHARGES

The Governing Body 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, lighting & catering)
- 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)
- Fee in lieu of use of premises, ie a rental value

The specific charge levied will be reviewed annually, by the Finance and Resources Committee, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed.

All lettings fees which are received by the school will be paid into the school's individual 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.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

### **Value Added Tax (VAT)**

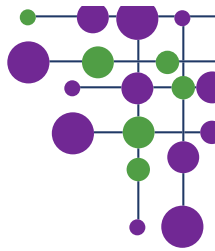
The governors are constrained by law to apply VAT to all transactions where this is appropriate.

### **Minimum charges and deposits**

The minimum hire period will be one hour.

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) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.





## **Payment methods**

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. One-off lettings will be invoiced in advance to avoid VAT implications and problems of debt recovery.

Regular lettings or a series of bookings will be invoiced on a monthly in arrears basis.

## **Extension of Credit**

The Governors will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the Governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official school invoice will be issued. The Governors have chosen to delegate the approval of credit facilities to the Executive Principal who is to maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

## **Security**

Where the school buildings are used then there will always be at least one member of staff on site during the period of hire. The school reserves the right and have delegated power to the Executive Principal to insist upon additional staffing presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage. All staffing costs will be borne by the hirer and be subject to prior negotiation and approval prior to the letting.

## **Safeguarding**

The Governing Body are responsible for ensuring that appropriate arrangements are in place to keep children safe. (On behalf of the Governing Body), school will seek assurance from the Hirer concerned that they have appropriate safeguarding and child protection policies and procedures in place. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. These assurances will be in the form of (but not exclusive to) providing letters of assurance confirming all necessary staff/volunteers have completed suitable safeguarding training, evidence of Enhanced DBS checks being carried out and are clear.

## **Reporting a safeguarding issue or concern**





Should a safeguarding concern arise/take place whilst on the school premises, the Hirer must notify the School's Designated Safeguarding Lead as soon as practicably possible. Following any such disclosure, the Shelley College Safeguarding & Child protection Policy and Procedure will be followed.

The contact details are:

Designated Safeguarding Lead – Greg Wadsworth [Greg.wadsworth@sharemat.co.uk](mailto:Greg.wadsworth@sharemat.co.uk)

Executive Principal – David Wadsworth [david.wadsworth@sharemat.co.uk](mailto:david.wadsworth@sharemat.co.uk)

Tel: 01484 868777

The Governor responsible for Safeguarding is Nick Wilson – [nick.wilson@sharemat.co.uk](mailto:nick.wilson@sharemat.co.uk)

The school's Safeguarding Policy can be found on the school website here - [Shelley College, A SHARE Academy - Policies and Documents](#)

## **Review of Policy**

The governors will review the policy each year and the scale of hire charges for the forthcoming year will also be reviewed and updated.

All formal hiring of the schools' premises, including those for which no charge is made, shall be properly documented.

## **PRINCIPALS OF HIRE**

### **AIM**

The aim of this Lettings Policy is to set out procedures for the letting of Shelley College in order to provide maximum safe use of the facility for the Community, whilst retaining their condition and character.

### **Use of School Premises**

The use of the school premises both during and outside of normal school hours is under the control of the School Governing Body.

The Governing Body will make accommodation available subject to assurance that the purpose for which the premises are hired will not result in controversy, disrepute, legal action or disorderly behaviour.

## **Responsibilities of the School's Governing Body.**

The Governors of Shelley College are responsible for hiring procedures, arrangements and conditions. These documents incorporate all of the advice, guidance and requirements of the Multi-Academy Trust in order to safeguard users, buildings, equipment and sites and cover the legal liabilities of the Governors and the Multi-Academy Trust in the event of accident or damage.

The Governors will ensure that the area and any furniture or equipment being hired is in a suitable condition for use.

The Governors will ensure, as far as is reasonably practicable, that there are no risks to health and safety. This duty extends to the rooms or spaces being hired, corridors, staircases, and pavements used to access the premises and accommodation, toilets, furniture and equipment used. The procedures adopted by the school for the safe hire of premises and use outside of school hours is outlined in the school Health and Safety Policy.

If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes will be in place to allow users to evacuate safely.

The Governing Body is responsible for the security of the school premises when they are hired out to other users. Keys to the school buildings will not be given out to hirers. The school must be locked/unlocked by a designated member of the school staff at all times and without exception.

The school reserve the right to terminate the contract at any time.

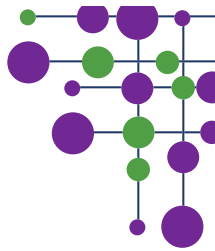
## **Conditions of Hire**

For every hire, the hirer must complete, sign and retain a copy of the hire form and will be given a copy of the full conditions of hire.

The forms used for the hire of the school's premises and facilities are attached to this policy document.

All hirers should make themselves aware of the emergency procedures, fire-fighting equipment and information displayed in the area of hire.

A no smoking or vaping policy is in place across all areas (both internal and external) of all school sites and must be strictly adhered to at all times.



## HIRING OF SCHOOL PREMISES AND FACILITIES

### CONDITIONS OF USE

1. Application for use of the school premises must be made to the School on the attached Hire Request form for consideration. Arrangements for payment will be agreed before the use of premises commences. These payments are non-refundable if the hire is approved by the school and is then not used.
2. The time of hiring must be strictly adhered to and access to the premises for preparatory work and clearing up at the end in connection with the hiring must be covered by the hiring period.
3. Alcohol must not be consumed on the school premises or site at any time.
4. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain any necessary licence(s).
5. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire procedures must be adhered to including having an emergency plan in place. The hirer is responsible for the behaviour and safety of all parties attending. This will include direct users of the premises and spectators.
6. The use of the premises shall not be granted for any purposes that may interfere with the operational activities of the school.
7. The laying of any composition or other preparation on floors is prohibited.
8. The hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good any pay for any damage thereto (including accidental damage) caused by an act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her. It shall be the responsibility







9. All hirers must complete risk assessments for their activities. A copy of the assessment must be provided to the school prior to booking.
  
10. The hirer must provide evidence that insurance cover in respect of both the hirer's liability to the public and to the school under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the Administration manager before the hire takes place.
  
11. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
  
12. First aid kits are located at various locations around the school and will be pointed out to hirers.
  
13. All hirers must leave the school site promptly at the end of the hire period. Any time over and above what is determined reasonable to pack up will be chargeable to the hirer.
  
14. The school reserves the right to cancel a booking if it is necessary to hold a school event that would clash with the booking, e.g. examinations, parent evenings, school sports fixtures. Every effort will be made by the school to give as much notice as possible to the hirer. Bookings that are cancelled by the school in such circumstances will not be chargeable.
  
16. The school reserves the right to cancel a booking due to circumstances beyond its control, e.g. electricity failure or weather conditions.
  
17. In respect of outdoor bookings (e.g. football pitches), the school reserves the right to cancel the booking if it deems the pitch to be unplayable or liable to damage. The school reserves the right to cancel a booking at short notice in such circumstances even if other non- school officials (e.g. FA referee) deems the pitches playable.
  
18. If the hirer wishes to cancel a booking then advance notice of at least seven days must be given. Any cancellations by the hirer after this time will be chargeable.



19. All invoices issued by the school to hirers must be settled in full within thirty days of the invoice. The school reserves the right to terminate a hire agreement if the hirer fails to pay within this timeframe.

20. All visitors' vehicles are parked at owner's risk whilst on the school site. The School reserves the right to restrict parking at any time. At such times all visitor vehicles must be parked off the school site.

21. School equipment, materials, etc., must not be used unless written permission has been received via the booking request form and agreement. Hiring of specialist equipment is VAT chargeable.

## INSURANCE

### Hirers

When the premises are used for purposes not under the direction of the Executive Principal then the person in charge of the activities for which the premises are in use will have responsibility for safe practices.

The Executive Principal will seek to ensure that hirers who use the school premises conduct themselves and carry out their operations in such a manner that all statutory and advisory safety requirements are met at all times.

When the school premises or facilities are being used out of normal school hours as long as they are being used for school-sponsored or school-run activities they are suitably insured. However, the organiser of a non-school-run or school-sponsored activity, even if an employee, will, for the purposes of this policy be treated as a hirer. The Principal will ensure that hirers, contractors or others who use the school premises provide written confirmation of Public Liability Insurance cover (minimum of £5 million) before hiring of the premises is allowed.

### Policies

The following Policies are available on the Shelley College Website: Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, and Health & Safety, which the Hirer is required to comply with.

### Copyright or Performing Rights

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the School/Trust against all sums of money which the School/TrustLA may have to pay by reason of an infringement

## Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the qualified electrician on site prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

## Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Executive Principal at least seven days prior to distribution by the Hirer.

## Site Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements.

The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

## CANCELLATION POLICY

In the event that the Hirer cancels a booking the full charge will be payable unless a replacement hire booking is obtained in which case the School, at their discretion, may waive up to 90% of the hire charge. When such cancellation is made by a hirer who has obtained a regular booking, the School may waive payment of the hire charge provided that the hirer gives the School not less than 30 days' notice of such cancellation.



The School reserves the right to withdraw facility or parts thereof from the use of the Hirer at their discretion. The School will not be liable for any expenditure incurred by the Hirer arising from such cancellation or withdrawal.

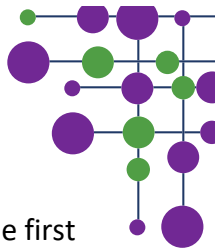
The School shall have the right to terminate or adjust the hiring summarily or otherwise if, in their opinion, inadequate or improper use being made of the facilities hired and in the case of inadequate use, the Executive Principal may at their discretion, adjust the hire charge accordingly.

The School shall not refund any hire charge paid in respect of the bookings cancelled or terminated for improper use.

The School reserves the right to re-arrange bookings cancelled due to inclement weather; in order to stage tournaments, competitions or special events of which prior notice shall be given to the Hirer. When making a booking please understand that we are a working school and therefore school activities such as performances, sporting activities and exams will take precedence. This also affects car parking during school times

#### REFUND POLICY

Alternative dates will be offered where possible if due to adverse weather conditions. In exceptional circumstances a refund may be given if a mutual convenient rearrangement date is not possible.



Please complete this form and return to the Administration Manager at least 28 days prior to the first day of requested use. Incomplete forms will be returned.

<b>Name of Group</b>	
<b>Days/Dates of hire</b>	
<b>Times of hire</b> e.g A) every Wednesday during term time, September 2015 to July 2016 1800-1900hours. B) as per fixture list – alternate Saturdays throughout the season 1400-1700 hours C) 12 weeks commencing 15 <sup>th</sup> October 2015	
<b>Purpose of Hire</b>	
<b>Facilities Requested</b>	
<b>Expected Attendance</b>	
<b>Nominated Fire/Emergency Evacuation Marshal (Must be present at all sessions of the letting)</b>	

<b>I/We agree to accept the terms of the General Conditions of Hire (Copy Attached) and to meet the appropriate charge.</b>	
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<b>Name, Address and contact numbers must be completed. Please include your post-code and email address.</b>	<b>Hirer Name/Address/Email/Telephone</b>	<b>Invoice contact (if different from Hirer)</b>
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A formal quote will be sent to you within 14 days of receipt of this form. To secure the booking you must sign and return the copy of the quote agreeing to the terms of the letting no later than one month prior to the hire.

The quote should be returned to [shelley.lettings@sharemat.co.uk](mailto:shelley.lettings@sharemat.co.uk)

