



LETTINGS POLICY

NORTHBOURNE.NSP.027

Approval date: 30th September 2021

Review date: September 2022

Northbourne CE Primary School

Cockcroft Road,
Didcot
OX11 8LJ

Lettings Policy

1. Introduction

The Governing Body regards the school buildings and grounds as an asset to the community and will make every reasonable effort to enable their use. The school will also aim to promote equality of opportunity and community cohesion in the local area wherever possible.

However, the core aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

2. Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’).”

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as the Primary Care Trust (to be reviewed)

3. Priority for lettings

The Governing Body is committed to meeting the needs of the local community and this has guided the prioritisation of lettings. The school is especially keen to encourage lettings from:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Parents attached to the school
- People living in the school’s local community
- Voluntary organisations
- Parent support groups
- Self-help groups
- Women’s groups
- People with a disability
- Low income groups
- Ethnic minority groups such as mother tongue or supplementary schools
- Faith groups
- Children’s groups
- Youth groups

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 schools facilities:

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

4. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- Activities for pupils, parents or carers that provide educational benefit to pupils and which the school wishes to subsidise
- Community activities that should be made on the basis of full cost recovery
- Commercial lettings that will be charged on a cost plus income margin for the school

5. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges (appendix 1). The scale of charges will be reviewed annually by the Resources Committee. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the headteacher is empowered to determine to which group any particular individual or organisation belongs.

They are also able to offer discounts or agree a subsidy for any lettings. The basis of charging will be determined by the purpose for which a letting is arranged.

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, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. 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.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the terms and conditions of use.

6. Letting times, available facilities and equipment

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

- Letting times shall be from 4pm to 9pm Monday to Friday and from 9am to 9pm on Saturday and Sunday.
- Facilities available are the main hall, playing fields, kitchen and toilets.
- Equipment available to hire are chairs and tables.

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

7. Conduct of users

This is set out in the Terms and Conditions for use of school premises (appendix 2).

8. Security

The headteacher 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.

9. Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the headteacher in accordance with the Governing Body's policy.

The headteacher may delegate all or part of this responsibility, such as for security, to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the headteacher has any concern about whether a particular request for a letting is appropriate or not, he or she will consult with the Chair of Governors.

An annual report on lettings will be made to the Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10. Considering applications for lettings

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

A request form should be completed at this stage and a record of all enquiries kept on file.

The headteacher or other designated member of staff will decide on the application with consideration to:

- the priorities for lettings agreed by the Governors and set out in the school Lettings Policy
- the availability of school facilities and staff
- the school equal opportunities, health and safety, and child protection policies
- Health and Safety considerations such as numbers of users, qualifications of instructors etc.

11. Issuing a Lettings Contract

Before a letting can be approved, the hirer will be required to read, agree to abide with, and sign the lettings terms and conditions (appendix 2), including, where appropriate, the Safeguarding and Child Protection Declaration (appendix 3). The lettings booking form (appendix 4), which forms a booking contract, should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and / or a deposit to cover damage.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported

under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as booked until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirers.

12. Safeguarding and Child Protection

For lettings where the hirer provides activities for children or young people, or has access to pupils, the Safeguarding / Child Protection declaration (a part of the lettings terms and conditions, see appendix 3) must be agreed to. In line with this, hirers will be expected to provide the School Business Manager with a copy of the Child Protection Policy followed by the organisation, and will ask for the name of the Designated Safeguarding Lead within the organisation.

Appendix 1: Schedule of charges

Charge to hire facilities £20 per hour

Kitchen £5 per hour (additional)

If Public Liability Insurance in line with the requirements outlined in the policy is not in place, an extra charge of 10% of the cost of the booking will be made in addition.

Additional charges will be made when payment is not received in line timescales agreed at the time of booking.

Any other charges as per prior arrangement with the Head Teacher. If the booking is ongoing, charges may be reviewed.

Appendix 2: Lettings Terms and Conditions

1. Oxfordshire County Council has a duty to ensure proper use of its premises.
2. Application for use of Council premises must be made to the Headteacher on the attached form and must be accompanied by the appropriate payments in advance of the date on which the premises are required. No booking will be confirmed unless payment is made in full at the time of the approved application. In case of certain regular bookings, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved and is not then used, but payment so made may be credited towards subsequent periods of hire.
3. If there is a cleaner or caretaker, they cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the County Council any work arising from the use of the premises for purposes other than Council purposes. However, he/she is at liberty to contract specially with the promoters of entertainments, meetings etc. for the execution of work in connection with such activities, but upon the clear understanding that it forms no part of his/her employment by the County Council.
4. The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.
5. Alcohol may not normally be consumed on the Council's premises, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for compliance with the licensing laws.
6. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain a necessary licence, unless the establishment already owns an annual licence.
 - Leisure and Entertainment Licence: obtainable from the appropriate District Council
 - Liquor Licence: obtainable from the appropriate District Council
6. 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 precaution measures must be adhered to.
7. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.
8. If the venue is a school or college, the user undertakes to ensure that all staff and volunteers providing or offering any service to children work to the standards outlined through the publication and guidance *Keeping Children Safe in Education (2021)* and are familiar with and agree to follow the expectations of the both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children's Board.
9. If the accommodation is being hired for use with any group delivering a service to children or adults with care and support needs then Oxfordshire County Council have the right to request sight of the User's child protection/safeguarding policy and require the User to sign a separate declaration (Appendix 3) confirming that these policies and procedures will be followed in full.
10. The premises shall not be used for any purpose or event which does not uphold fundamental British values as defined within the Counter-Terrorism and Security Act 2015. The hirer will not seek to express or allow any individual in their organisation to express radical or extremist views
11. The laying of any composition or other preparation on floors is prohibited.
12. No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.
13. 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 and pay for any damage thereto (including accidental damage) caused by any 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.

14. It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose.
15. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the Council against all proceedings, actions, claims and demands which may be taken or made against the Council for any alleged infringement of any copyright.
16. Any piano must not be moved without the consent of the head of establishment.
17. Smoking in the premises is prohibited.
18. No advertisements or publicity material promoting smoking shall be displayed on County Council premises. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case.
19. The hirer confirms that public liability insurance cover in respect of both the hirer's liability to the public and their liability to the Council 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 head of establishment before the hire takes place.
20. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
21. Any electrical equipment brought onto the premises during the period of the hire shall comply with necessary regulations, including those requiring items to be PAT tested.
22. This agreement shall be personal to the hirer who shall not be able to assign it to any other party.
23. No noise or nuisance shall be created during the period of hire which causes any unreasonable disturbance to the Council/School's property or to any activities been carried out there.
24. This agreement can be terminated by either party on one month's notice in writing to the other, or immediately by the Council/School on written notice to the hirer by reason of any breach of this agreement without reimbursement of payments.

Signed _____ (on behalf of user organisation)

Signed _____ (on behalf of Northbourne School)

Date _____

Appendix 3: Safeguarding / Child Protection Declaration

Oxfordshire County Council agrees to lease of the identified premises for the agreed use of these premises by the User.

The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children's Board child protection procedures, the DFE guidance Keeping Children Safe in Education (2021) and the Oxfordshire Safeguarding Adults Board multi-agency adult protection procedures.

Specifically the User will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using Northbourne CE Primary School. This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people or adults with care and support needs and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to:

- the Designated Officer for the Local Authority (LADO) where the alleged victim is under 18 years of age;
- the Social and Healthcare Team and raised as a safeguarding alert where the alleged victim is an adult with care and support needs.

In either case this will be done within 24 hours of the incident and before taking any action.

The **user representative**, on behalf of the **user organisation**, accept the responsibilities to safeguard and promote the welfare of all the children or young people for whom we provide a service. I accept the requirement to follow the guidance and procedures outlined above.

I/we agree to provide a copy of our child protection policy/safeguarding policy on request of the County Council. (Note where an organisation/individual does not hold a child protection policy, then they should confirm that they are aware of the OSCB procedures and agree to follow these).

I/we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of the **user organisation** have been through the appropriate safe recruitment checks and have received and will continue to receive appropriate safeguarding training as dictated by the Safeguarding Boards.

The **user representative** of the **organisation** make this declaration to confirm that we agree to and accept the expectations of this agreement.

The **user** undertakes to uphold fundamental British values as defined within the Counter-Terrorism and Security Act 2015 and will not seek to express or allow any individual in their organisation to express radical or extremist views.

Signed

(on behalf of user organisation)

Date

Please attach a copy of your organisation's Child Protection Policy with this declaration where it exists.

Northbourne CE Primary School Hiring Form



- One copy to be retained by the establishment after approval
- One copy to be returned to hirer after approval
- One copy to be sent to OCC: fire.safeguarding@oxfordshire.gov.uk

Applications must be accompanied by the correct payment and should be made at least 21 days in advance to the Head teacher.

Applicants are advised not to make any arrangements regarding their booking until they receive a confirmation copy of this application.

Name and Address of Establishment: Northbourne CE Primary School, Cockcroft Road, Didcot, Oxon. OX11 8LJ				
Name of Hiring Organisation / Individual Hirer:				
Name and Address of Contact Person:		Tel. No. (Day) Tel. No. (Eve.) Tel. No. (Mobile)		
ID seen:				
Type of Use: (e.g. Public Event/Club Meeting/Vocational Study/Personal Event)				Age Range
Days and Dates of Hire:				Number of Occasions
ACCOMMODATION REQUIRED	Time From	Time To	Total Hours	CHARGES
Hall				
Kitchen				
Other (Please specify)				
VAT has been charged where appropriate and is included in the total charge. A VAT invoice may be issued, if required, upon separate application by the hirer		Total Hire		£
		Other Costs		£
		TOTAL CHARGE		£
				Cheques to be made payable to: Northbourne Primary School
(office use only) Insurance seen. Signed: _____ Dated: _____				

Please ensure you have included time for set-up/clear away as rooms will not be available before or after times booked.

I have read, and will ensure observance by persons using the premises of, the School's Lettings Terms and Conditions (copy enclosed to be retained by hirer). I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises are in good order.

I have arranged public liability insurance cover for a minimum of £5m. I enclose a copy of the certificate of insurance.*

I confirm that I have obtained any necessary licence (copies enclosed)

Signed: _____ (on behalf of user organisation)

Signed: _____ (on behalf of Northbourne School)

Date: _____