



## LETTINGS POLICY

Committee:	Resources
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Staff:	Mrs A. Benson
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# LOSELEY FIELDS PRIMARY SCHOOL

## LETTINGS POLICY

### 1.0 Introduction

Loseley Fields Primary School 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. The school's overriding aim, however is to provide 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.

### 2.0 Policy Statement

- The needs of the school shall be given priority for any letting
- The Senior Leadership Team has the right to refuse any request for hiring
- All lettings must have a current lettings agreement in place, signed by both parties
- All lettings must comply with the GEP Finance Policy
- The school's bungalow may be let for residential purposes to the site manager at rates and terms appropriate to the situation
- Use of the school premises by the school or on behalf of the school (e.g. The Friends of Loseley Fields) is not subject to the charging elements of this policy
- The acceptance of an application to use the school's facilities does not imply support for the views expressed by the individual or group
- No person wishing to let the school premises will be discriminated against on the basis of race, ethnicity, age, culture, gender, sexual orientation, ability or religious belief

### 3.0 Safeguarding

Loseley Fields Primary School and the GEP are committed to safeguarding and promoting the welfare of children and young people and expects all hirers of the school premises to share this commitment.

The responsibility for ensuring that safeguarding measures are in place rests with the hirer rather than the school. Where the hirer indicates that they will be working with children, they will be required to provide confirmation of the following (via a bridging letter) for all employees who may be on site during the letting:

- Clear enhanced DBS disclosures
- Employees are deemed suitable to be working in an environment with children
- Two satisfactory references obtained
- Any relevant professional qualifications are in place and have been checked
- Eligibility to work in the UK has been checked and verified
- Any overseas checks have been carried out if applicable
- Initial safeguarding training has taken place and periodic updates will be undertaken

- Declaration provided confirming no grounds for disqualification under the Childcare Disqualification Regulations 2009 (if applicable)

#### **4.0 Definitions**

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.

The ‘hirer’ is 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, and ensuring the terms and conditions are adhered to.

Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis. These lettings are still subject to a formal lettings agreement and follow the same principles as a continuous letting.

Continuous lettings are those that run for a number of weeks or terms.

#### **5.0 Areas available for hire**

- Hall
- Classroom(s)
- IT Suite
- Library
- STEM Centre
- Training/conference room (Field Study Centre @ Loseley Fields)
- Sports pitch(s)
- Car park
- Other areas as agreed with the school

#### **6.0 Facilities available for hire**

For an additional fee, the following facilities can be included in lettings:

- IT equipment (interactive whiteboard, projector/screen, desktop computer, AV system, stage lighting)
- Kitchen
- Fridge
- Hot water/kettle
- Coffee machine
- Flipchart
- Whiteboards
- Sports equipment
- Musical instruments

For further details see Appendix 2.

## 7.0 Charges for a Letting

The Senior Leadership Team is responsible for setting charges for the letting of the school premises. The charging structure (see Appendix 1), will be reviewed annually. For continuous lettings, hirers will be given at least one half-term's notice of any changes in fees or conditions of hire.

Payment of invoices is by BACS, and due on receipt.

When setting charges, the following will be considered:

- Heating and lighting costs
- Additional security or caretaking staff required
- Cleaning costs
- Administrative costs
- Cost of equipment hire and/or equipment wear and tear

The level of charge made should be set to bring additional income to the school.

A refundable deposit may be requested for certain lettings.

Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.

Lettings should only be permitted when at least one of the following criteria is met.

- The let is for more than 24 consecutive hours (exclusive use)
- The facility is to be used for non-sporting purposes
- The let is of a general purpose hall without sports markings or equipment
- The let is a long series (i.e. more than 10 sessions/periods - further info below)
- The let is to another GEP school

A long series let is defined as follows:

- i. The series must be 10 or more periods. There is no restriction on the length of the periods
- ii. Each period must be for playing the same sport and in the same place. A different pitch on the same playing field is acceptable
- iii. The interval between each period must not be less than one day or no more than two weeks
- iv. The let must be to a school, club or association
- v. As with a let over 24 hours, the let must be exclusive

Lettings that do not meet any of these criteria require approval from the School Business Manager (who should contact the GEP Central finance team, to understand the impact on taxable supplies).

## 8.0 Management and Administration of Lettings

- The Senior Leadership Team is responsible for the overall management of lettings
- Day to day administrative arrangements are the responsibility of the school's Finance Assistant and/or the Caretaker
- All lettings (even those where no charge is made) must be subject to approval
- Applications for lettings should be submitted to the Finance Assistant (see Appendix 3 for the lettings application form), and will be reviewed prior to approval with the Office Manager and School Business Manager

- All applications will be considered on their own merits, taking into consideration the suitability of the activity and potential impact to the school and other hirers
- When making an application for a letting, the hirer must sign to confirm that they have read and agree to the terms & conditions of hire, set out in Appendix 4
- Upon approval of the letting, the school will issue a confirmation form, which will detail the terms of the letting
- A letting is only confirmed when the approval form is issued to the hirer, and no advertising of an activity or event should be undertaken by the hirer until this approval is received
- The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the school's current scale of charges
- For long-term continuous lettings, the school may agree to the hirer becoming a Key Holder for the school. This will be subject to a Key Holder Agreement being in place (see Appendix 5)

## Appendix 1

### OPENING HOURS & CHARGING STRUCTURE

	Opening hours				Charges <sup>[1]</sup>			
	Term time		School holidays		Minimum no. of hours	Per Hour	Per Day (one-off) 8:00am to 5:00pm	Discount for >10 sessions
	Weekdays	Saturday/Sunday	Weekdays	Saturday/Sunday				
Classroom	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£13.00	£78.50	10%
Hall	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£16.00	£94.50	10%
Field Study Centre @Loseley - conference/training room - business use	8:00am - 6:00pm	8:00am - 6:00pm	8:00am - 6:00pm	8:00am - 9:00pm	1	£26.00	£154.50	10%
Field Study Centre @Loseley - conference/training room - local community/charity use	8:00am - 6:00pm	8:00am - 6:00pm	8:00am - 6:00pm	8:00am - 9:00pm	1	£23.50	£142.00	10%
Field Study Centre @Loseley - STEM centre	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	3	£26.00	£154.50	10%
IT Suite	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£18.50	£115.00	10%
Library	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£13.00	£78.00	10%
Kitchen	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	3	£26.00	£150.00	10%
Sports field - no markings required	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£16.00	£94.50	10%
Sports field - football pitch <sup>[2]</sup>	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£18.50	£105.00	10%
Sports field - athletics track <sup>[2]</sup>	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£18.50	£105.00	10%
Sports field - rounders pitch <sup>[2]</sup>	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£15.00	£94.50	10%
Outdoor Education Site	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£16.00	£94.50	10%
Netball Court (full size) <sup>[2]</sup>	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£13.00	£78.00	10%
MUGA <sup>[2]</sup>	6:15pm - 9:00pm	8:00am - 6:00pm	8:00am - 9:00pm	8:00am - 9:00pm	1	£13.00	£78.00	10%

<sup>[1]</sup> Charges will be subject to annual inflationary increases

<sup>[2]</sup> Only available as a long series let (i.e. 10 or more sessions)

## Appendix 2

### AVAILABILITY OF FACILITIES

	Amenities						IT Equipment				
	Hot Water/Kettle	Coffee Machine	Fridge	Flipchart	Sports Equipment	Musical Instruments	Interactive Whiteboard/ Monitor	Projector & Screen	Desktop Computer	AV System	Stage Lighting
Classroom	BPA	BPA	No	BPA	N/A	BPA	Yes	Yes	No	N/A	N/A
Hall	BPA	BPA	No	BPA	BPA	BPA	No	Yes	Yes	BPA	BPA
Field Study Centre @Loseley - conference/training room	Yes	Yes	Yes	BPA	N/A	BPA	Yes	No	BPA	N/A	N/A
Field Study Centre @Loseley - STEM centre	BPA	BPA	Yes	BPA	N/A	N/A	Yes	No	BPA	N/A	N/A
IT Suite	BPA	BPA	No	BPA	N/A	N/A	Yes	Yes	Yes	N/A	N/A
Library	BPA	BPA	No	BPA	N/A	BPA	No	No	No	N/A	N/A
Kitchen	Yes	BPA	Yes	BPA	N/A	N/A	No	No	No	N/A	N/A
Sports field	N/A	N/A	N/A	N/A	BPA	N/A	N/A	N/A	N/A	N/A	N/A
Outdoor Education Site	BPA	N/A	N/A	BPA	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Netball Court (full size)	N/A	N/A	N/A	N/A	BPA	N/A	N/A	N/A	N/A	N/A	N/A
MUGA	N/A	N/A	N/A	N/A	BPA	N/A	N/A	N/A	N/A	N/A	N/A

\* BPA – By Prior Arrangement

**Appendix 3**

**APPLICATION FOR USE OF SCHOOL PREMISES**

**Part 1:**

<b>Name of Applicant:</b>	
<b>Name of Group/Club/Association:</b>	
<b>Address of Applicant:</b>	
<b>Phone no:</b>	<b>Email:</b>
<b>Additional contact name &amp; phone no: (in case of emergency)</b>	

**Part 2:**

<b>Purpose of Hire:</b>			
<b>Full Year</b>	<b>Term Time Only</b>	<b>One-off Booking</b>	<b>Other (please specify)</b>
<b>Day of Week</b>	<b>Start Date</b>	<b>End Date</b>	<b>Start Time</b>
			<b>End Time</b>

*\* If you require multiple dates and/or times please give details on a separate sheet*

**Part 3:**

<b>Type of Accommodation: (please tick all that apply)</b>		
Classroom	Sports field - no markings required	
Hall	Sports field - football pitch	
Field Study Centre - training room	Sports field - athletics track	
Field Study Centre - STEM centre	Sports field - rounders pitch	
ICT suite	Outdoor education site	
Library	Netball court (full size)	
Kitchen	MUGA	
<b>Additional facilities required: (please see Appendix 2 for availability)</b>		



**APPLICATION FOR USE OF SCHOOL PREMISES (CONTINUED)**

**Part 4:**

<b>Additional information:</b>		
Do you have public liability insurance? <i>(you will be required to provide a copy before letting is approved)</i>	Yes	No
Will the general public be admitted?	Yes	No
If Yes, what is the approximate number of attendees?		
Will you be working with children?	Yes	No
If Yes, you will be required to provide on request the information referred to in Section 3.0		
Any additional requirements:		

**Part 5:**

- I confirm that I have read and agree to be bound by the terms and conditions of use for the school premises
- I agree to be responsible for the payment of all fees charged in respect of this letting

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

## **Appendix 4**

### **TERMS AND CONDITIONS OF USE FOR SCHOOL PREMISES**

#### **Booking**

- All hirers must be covered by Public Liability Insurance with a minimum limit of indemnity of £5 million. This must be provided to the school for verification. A copy of the policy will be taken and held on file
- The hirer should be a named individual and the agreement will be in their name. The lettings 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
- The hirer must not sub-let to another party
- Amendments to lettings can only be made via submission of a new application form, and will be subject to the normal approval process

#### **Payment**

- A refundable deposit may be requested for certain lettings
- Payments for all continuous lettings will be made termly in advance and invoices will be issued by the school accordingly. No refunds will be given if the hirer is unable to fulfil their part of the lettings agreement
- Payments for one-off lettings must be made in advance, on receipt of an invoice from the school
- An additional fixed charge of £20 may be made if the caretaker is called out to the site for a period of up to 30 minutes during the letting for any reason which the school deems to be non-essential (for example, in the case of a Key Holder forgetting their keys). A period of longer than 30 minutes will be charged at £15 per hour.
- Standard rate VAT may be payable on lettings in certain circumstances. Hirers will be notified by the school if VAT is applicable to their letting
- The hirer is responsible for the cost of repair or replacement resulting from any loss or damage to the school premises or equipment during the hiring (including all equipment or property), however caused or of whatever nature. All damage and/or accidents should be notified to the school immediately
- Failure to make payments relating to a lettings agreement may result in termination of the agreement

#### **Health & Safety**

- The school will provide the hirer with the premises in good order, and will endeavour to give good notice of any unforeseen changes in availability
- The premises must be returned in the same condition, and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the school if premises are not sufficiently clean for normal use by the school following hire
- Smoking is not permitted on any part of the school premises
- The school does not allow dogs (except assistance dogs) on its premises
- The hirer will have access only to the particular area(s) let to them (NB. toilet facilities are available for all indoor lettings; the facilities which are closest to the room/area being hired should be used). In no case is access permitted to any other part of the premises, particularly areas set aside for specific use of staff

- The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the police or other emergency service in case of fire or other incident in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises

#### **Security of the premises**

- The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use
- Entrance to the School will be via the main entrance, unless otherwise directed, which will be opened by the School at an agreed time. The School keys will not be available to the hirer without prior agreement and this may require a returnable deposit to be made by the hirer. It will be the responsibility of the hirer to ensure that the school premises are secure during the time they are in use

#### **Safeguarding**

- The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. It is a requirement that for all hires involving groups working with children, appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises. Where a DBS disclosure includes convictions, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people. The hirer will be required to provide details of DBS checks prior to approval of the letting
- The Childcare Act 2006 provides that a person who is disqualified under the Childcare (Disqualification) Regulations 2009 may not provide relevant childcare or be directly concerned in the management of such provision. It is therefore a requirement that all hirers providing relevant childcare under the Childcare Act 2006 have informed those individuals who would be deployed to provide or manage the childcare on school premises that they will be committing an offence if they do so whilst disqualified under the 2009 Regulations and that they must inform the hirer if they consider that they could be disqualified under the legislation. In the event of any individual providing such disclosure, the hirer is required to take appropriate action to ensure that no disqualified person is employed or otherwise provides services, with or without payment, in connection with relevant childcare provision on the school premises

#### **Restrictions on hiring**

- No intoxicating liquor may be brought onto or consumed on the premises during or in connection with any lettings unless with prior approval. Where approval is granted and the sale of alcohol will take place, the responsibility for obtaining the necessary licence lies solely with the hirer, who must provide evidence to the school in advance of the letting
- In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled
- The school reserves the right to reject lettings applications; for example, where a potential hirer is offering a service which the school deems to be in direct competition with an existing hirer
- The school reserves the right to withdraw permission to use school playing fields when such playing fields are unfit for use

## Appendix 5

### KEY HOLDER AGREEMENT

Agreement between: Loseley Fields Primary School, Green Lane, Godalming, GU7 3TB

And: ..... (Name)

..... (Address)

In respect of the hire of premises as per the lettings agreement dated .....

..... (Name) has been authorised by Loseley Fields Primary School to hold the keys to the school, comprising the following (tick all that apply):

- Fob to access the main entrances when the school is unlocked
- Key to unlock the main front door
- Fob to deactivate and reset the alarm

#### **Key Holder Delegated Responsibilities**

- The Key Holder's prime responsibility is the security of the premises. Prior to the commencement of the let the Key Holder will be made familiar with the school, particularly the location of a phone for emergency use, location of fire exits and procedures for security checking when locking up
- The Key Holder must also be aware of and accept that they are responsible for leaving the school secure at the end of each letting
- Access is restricted to agreed letting arrangements and is subject to confirmation of adequate insurance cover confirmation being received

#### **Key Holder Statement**

- I acknowledge receipt and take full responsibility for the keys to Loseley Fields Primary School while in my possession.
- I understand:
  - that any key issued to me remains the property of Loseley Fields Primary School and is provided for my sole use as key holder
  - that the key may not be duplicated, transferred or loaned to any other person
  - that I am required to immediately report the loss, theft or damage to the key in my possession and that a charge for replacement may be made
- I agree to return the key in my possession upon termination of the Letting Agreement or when requested to do so by Loseley Fields Primary School
- I have read and understand the Letting Agreement and Key Holder agreement and agree to abide by all terms and conditions therein.

\_\_\_\_\_  
Name of Key Holder

\_\_\_\_\_  
Signature of Key Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorised Signature of School

\_\_\_\_\_  
Date