



# Shawfield Primary School

## Policy for Lettings/Community Use

<b>Governor's Committee Responsible:</b>	Governing Body
<b>Review Period:</b>	Annual
<b>Next Review Due:</b>	Spring 2027

# **Shawfield Primary School**

## **Policy for Lettings/Community Use**

### **Introduction**

Groups or individuals are welcome to apply for use of the school by filling in a Lettings Approval form ED110 available from the school office. Decisions will be notified to potential lets on a Fin566 form. Terms and conditions of letting are based on those set out in the Surrey County Council policy.

### **Purpose of the Policy**

This policy sets out the guidelines for letting any part of the school buildings.

The Governing Body has regard to the need to fully utilise the school buildings, to generate additional funds and allow wide use of schools by the general community, but this is limited by the nature, layout and size of our school buildings.

### **Aims**

To encourage maximum use of the school by the community outside normal school hours; as there is no accommodation surplus within our school it is not practical to consider significant Community Use within normal school hours. To ensure that the full cost of the let is met by the hiring organisation. To safeguard and promote the welfare of children and young people.

### **Community Use Out of Normal School Hours**

Schedule 13 of The Schools Standards and Framework Act 1998 states that the use of school premises outside the normal school hours should be under the control of the Governing Body subject to any directions given to them by the LEA. School usage (i.e. parents evening/productions) has priority over the above community usages.

The Governing body continues to follow the LEA directive such that lettings shall following an order of priority:

1. Use for school functions, formal meetings of PTA or for special fund-raising activities where the proceeds are intended to improve school amenities and facilities
2. Use by Registered Youth Organisations and Surrey Music Centre, Surrey Community Service (Adult Education)
3. Extended use for the community under the provision of the Education Act 2002
4. All other uses approved by the Governors, including commercial users

The use of schools outside of normal school hours can also be for the benefit of pupils, families, and the local community. For example, breakfast clubs, summer play schemes or family learning. If learning activity is solely for the benefit of the schools' pupils no letting charge is necessary, however, governors should be aware of the costs of the activity and consider 'Best Value' and if it is appropriate that the costs be met by the delegated budget.

Lettings outside normal school hours can also be to other commercial users.

There are a small number of lettings which are a legitimate charge on the school's delegated budget, e.g., Governor meetings and PTA meetings and fundraising events. In these cases, a letting charge is not made, and all costs are incurred by the delegated budget, e.g., heating, lighting, etc.

In all other respects, any sum in respect of the letting or hiring of other buildings must be paid over to the school delegated budget.

In the case of Martial Arts or other sporting groups, they must be:

- Registered with the appropriate regulatory body.
- Checked for current qualifications and registration with the regulatory body.
- Provide a copy of the relevant insurance documents for the appropriate amount of cover.
- Prove that the public liability insurance covers them within the school setting.

### **General Directives by the Authority**

- The Governing Body should not enter into commitments for hirings of more than one year ahead to avoid potential claim for breach of contract if the accommodation became required for other purposes.
- Governors and users shall comply with any reasonable directions of the Headteacher on grounds of the security of the premises. Caretakers or other authorised person shall be responsible for the safety and security of school premises when the letting is covered by them. If the caretaker is not present it will be the responsibility of the Governors to make suitable arrangements for the safety and security of the premises.
- Governors will need to decide their policy for the charging and approval of lettings. Governors should agree the terms and conditions of the hiring that appears on the back of the application form, and users should be made aware of these when the letting is confirmed.
- The Education Act 2002 makes it easier for governing bodies to provide facilities and services directly that benefit pupils, families, and the local community. Either alone or in partnership with other service providers and to charge for some services. This legislation also puts in place a number of safeguards to protect pupils' education and to ensure effective delivery of services.
- If Child Care is being considered Governors will need to ensure that the premises and facilities are appropriate for early years childcare.

### **Administration**

1. Lettings are the responsibility of the Governing Body.
2. The administration of the lettings will be carried out by the Premises Assistant under the supervision of the Headteacher using the appropriate forms.
3. The needs of the school, that is of the Headteacher, staff and pupils, will take priority over lettings.
4. The Governing Body has the right to refuse any request for hiring.
5. Hirers must apply on form ED110 and must sign to confirm that they have read and agreed the terms and conditions.

6. A letting will only be confirmed on receipt of the completed booking form. A copy of the lettings policy will be issued with the confirmation.
7. A refundable deposit may be requested for certain lettings.
8. Payment for all lettings shall be paid **in advance** where appropriate. No refunds will be given if the hirer is unable to fulfil his part of the letting's agreement.
9. Standard rate V.A.T. may be payable if equipment from the school i.e. whiteboard, computer etc. Otherwise, the letting is generally not subject to VAT.
10. All non-Education users must be covered by sufficient Third-Party Liability insurance, a copy of which should be provided to the Premises Assistant. Non-commercial lettings are covered as part of the Schools Risk Protection Arrangements.
11. A No Smoking policy operates on all School premises.

### **Charging**

1. Statutory use of school premises is charged as directed by the DfE.
2. The Governors will set charges for letting and all lettings administration. Charges for lettings will be reviewed on an annual basis and the Governors will adopt a rate which they consider achievable within the local context, and which would cover any costs incurred by the school such as heating, lighting etc. Consideration will also be given to SCC's Community Use of Schools charging policy, and local conditions. The charges which are relevant to the school's potential lettings are set out in Appendix A

### **Use of School Catering Facilities**

The community kitchen is available for letting. The commercial kitchen is the responsibility of Edwards & Ward and does not form part of any letting agreement.

### **Caretaking**

1. Governors will decide whether the level of caretaking required, and any overtime payment will be in accordance with the local agreement between SCC and UNISON as detailed in Section M of the Finance Manual. This cost will be passed as part of the letting agreement.
2. If the school caretaker is unavailable, Governors may nominate an alternative person to carry out caretaking duties paying particular attention to the safety and security of the premises, including the control of keys.

### **Safeguarding**

1. When a letting occurs during school time (8.00 am – 6.00 pm term time) hirers and accompanying adult helpers will be expected to provide evidence of their current enhanced DBS (CRB) disclosure. Those hirers will also be made aware of the school's child protection guidelines and procedures. Where lettings occur at weekends, in school holidays or after 6.00 pm and the proposed activity includes children and young people the responsibility for vetting checks lies with the hirer.

Governors require that for all hirings involving groups working with children, appropriate levels of disclosure have 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 named hirer will be asked to demonstrate that they have a robust child protection policy and procedure in place.

2. Hirers will be expected to confirm that they apply safer recruitment practice to all personnel.

### **Conditions of Hire**

All hirers must familiarise themselves in advance of Fire and First Aid procedures and conform to the relevant Health & Safety regulations.

## **APPENDIX A – Policy for Lettings / Community Use**

### **Tariff**

£35.00 for 1<sup>st</sup> hours rental of hall or classroom

£12.00 for subsequent hours

(Costs include caretaker opening and closing the school, where the caretaker is required to remain on site, the cost will increase accordingly)

£20.00 for hire of auxiliary kitchen for the duration of the let.

Free use of car park

Free half hour to set up and tidy up afterwards.

### **Lettings for non-commercial child-based activities**

Where lettings are for non-commercial child-based activities after school but within the school opening times it may be possible to reduce the tariff. This would need to be authorised by the governing body.

### **Caretakers Charge**

The charge should equal the cost of the caretaker (including pension and NI)

### **NOTES**

1. These rates are based on the cost of services provided outside of normal school hours and are calculated to cover the costs of these services to the delegated budget with no element of profit.
2. The Delegated Budget cannot subsidise lettings.
3. Possible "uplifts" will be considered as agreed between the Premises Assistant and Headteacher such as for use by Commercial Companies or Community for personal use for parties or wedding reception.

## **APPENDIX B: Policy for Lettings / Community Use**

### **Terms and conditions of use for community school premises**

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges will be made on demand.
3. If in attendance, caretakers or other designated person will give reasonable assistance, within the terms of their employment, to hirers.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the school the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises and all equipment or property thereon (whether provided by the School of any other body or person). **Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million** and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.
6. If the caretaker or other designated person is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker or other designated person.
7. A hirer must not sub-let to another party.
8. a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.  
b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirers.
9. No preparations are to be applied to the floor.
10. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school reopens on the following day.
11. In the case of lettings for music, singing, dancing, or stage plays, the entrainment must be for a closed organisation such as a society or club or by invitation only.  
NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licenced. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.
12. There must be no infringement of copyright, and in the cases of musical entertainment the requirements of the Performing Rights Society must be fulfilled.
13. The school operates a No Smoking policy in all its premises.
14. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.
15. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.
16. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.
17. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS (CRB) disclosure at an appropriate level (as defined by the Disclosure and Barring Service) for these individuals working in school premises on behalf of the hirer.
18. Where the hirer takes on the role of keyholder, they may be additional charges incurred should the key be lost. Loss of a key will be chargeable (currently £18.00) and is also likely to incur the charge of changing the relevant locks, to maintain the school's security and to fulfil the terms of the school's insurance policy.
19. In addition to this, where a callout is required due to incorrect setting of the alarm which then notifies the police station or requires a designated person to come out to rectify the situation this will also be charged back to the hirer as our delegated budget cannot be used to subsidise the budget.
20. **Power of Revocation**

- a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.
- b) Governors, or any employee of the school so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

**The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulation for the community use of schools.**