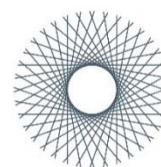


Lettings policy



HERTS FOR
LEARNING
**MULTI
ACADEMY
TRUST**

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| NAME OF POLICY: | Lettings |
| STATUS: | Non statutory |
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| APPROVED BY: | Board of Trustees |
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This document consists of:

- A Trust-wide lettings policy
- A school level lettings policy (to be tailored by schools)

1 INTRODUCTION

- 1.1 The Academy Governing Board ('the AGB') controls the use of the school premises both during and outside school hours.
- 1.2 The Herts for Learning Multi-Academy Trust ('the Trust') regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services, including community use.
- 1.3 The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards.
- 1.4 A charge will normally 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement (for example, by a local community group where the AGB has agreed that the letting will be at cost).

2 DEFINITION OF A LETTING

- 2.1 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')".
- 2.2 A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.
- 2.3 Lease Arrangements and Partnership Agreements are not covered by this policy.
- 2.4 Use of the premises for activities such as staff meetings, parents' meetings, AGB meetings, Trust meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3 CHARGES

- 3.1 The AGB is responsible for setting charges for the letting of the school premises. A charge should be levied in order to cover 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 insurance (if using the school's pupil liability insurance)
 - Cost of use or school equipment, if applicable; and
 - Profit element (if appropriate).

- 3.2 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.
- 3.3 The specific charge levied for each letting will be reviewed no less than annually by the AGB (or as delegated). This review will take place when any changes to support staff pay scales (and hence staffing costs associated with lettings) are published, and at least annually. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

4 VAT

- 4.1 In the event that the Trust becomes VAT registered then VAT may be added to lettings charges, as appropriate.

5 MANAGEMENT AND ADMINISTRATION OF LETTINGS

- 5.1 The Headteacher is responsible for the management of lettings, in accordance with the AGB's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.
- 5.2 If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the AGB or Chair of an AGB Committee which has been given delegated authority to determine the issue on behalf of the AGB.

6 ADMINISTRATION PROCESS

- 6.1 Organisations seeking to hire the school premises should approach the school office who will identify their requirements and clarify the facilities available. A booking form should be completed at this stage. The AGB has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

- 6.2 Once a letting has been approved by (or on behalf of) the AGB, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the AGB's current scale of charges. Schools should seek payment in advance in order to reduce any possible bad debts.
- 6.3 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.
- 6.4 All lettings fees, which are received by the school, will be paid into the school's bank account, in order to offset the costs of administration, staffing, etc (which are funded from the school's budget). Income and expenditure associated with lettings will be regularly monitored and reported to the AGB.

7 PUBLIC LIABILITY AND ACCIDENTAL DAMAGE INSURANCE

- 7.1 Hirers should obtain their own public liability insurance which covers the proposed activities and must provide a copy of the certificate to the school.
- 7.2 If a hirer does not have public liability insurance this should be notified to the school. The school must contact the RPA who will provide an indemnity to any person or organisation to which the school has hired rooms where that person or organisation does not have (or would be expected to have) public liability insurance.
- 7.3 Hirers must provide a copy of all relevant risk assessments which cover the proposed activities to the school in advance of the letting.

8 CHILD SAFEGUARDING AND THE PREVENT DUTY

- 8.1 Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Safeguarding Policy.

8.2 All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Designated Senior Person/Lead ('DSP/L') prior to approval.

8.3 When determining whether to approve an application, the DSL will consider the following factors:

- The type of activity;
- Possible interference with school activities;
- The availability of facilities;
- The availability of staff;
- Health and safety considerations;
- The school's duties with regard to the prevention of terrorism and radicalisation.

In the case of doubt, the school should refer to the Trust CEO/CFO.

8.4 An application will not be approved if it:

- is aimed at promoting extremist views
- involves the dissemination of inappropriate materials
- contravenes the statutory Prevent duty
- is likely to cause offence to public taste and decency (except where this is, in the opinion of the Senior Person, balanced or outweighed by freedom of expression or artistic merit)
- would bring the school into disrepute

8.5 Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

8.6 The school business manager/finance lead will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material, let for any other purpose that contravenes the Prevent duty or let for one purpose and found to be used for another. The incident report should be filed with the Central Team (to share with other schools).

9 TERMS AND CONDITIONS FOR LETTINGS

9.1 Terms and conditions for lettings are issued to all hirers before the

letting takes place, and hirers must sign to confirm their agreement to comply with these.