



Letting & Charging Policy

Ratified by the Governing Body on 26th March 2018

Updated: 1st May 2018

Review date: June 2019

CONDITIONS GOVERNING THE LETTING OF SCHOOL PREMISES

1 General conditions

- 1.1 Applications for the use of the school premises must be made to the headteacher, and responsibility for their approval rests with the school governors. The person signing the application will be deemed to be the Hirer, or Provider where no charge for use of the premises is made, and must accept responsibility for ensuring compliance with these conditions.

THE HIRER/PROVIDER MUST COMPLY WITH THE LAW OF THE LAND

- 1.2 Hirer/Providers will be informed, at the time the application is approved, of the charge for the use of the facilities required. The charge will be decided using the current standard charges (see appendix A) unless it is considered that the use necessitates alternative charges, e.g. no charge for provider of after school activities for the School's children. In this case, this will be decided by the Finance & Premises Committee.

Payment will normally be made in advance, at the time when the letting is confirmed unless monthly, half-termly or termly invoicing is agreed with the headteacher. If there is damage, or the need for caretakers/cleaners to work longer than expected after the letting, the Hirer/Provider will pay any subsequent account sent to him.

- 1.3 The school reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, the Hirer/Provider will be reimbursed his hiring fee.
- 1.4 Any intention on the part of the Hirer/Provider to cancel a letting must be notified to the headteacher at least 24 hours before the letting is due to take place. In the event of the Hirer/Provider failing to give at least 24 hours notice no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer/Provider will bear the actual costs incurred.

- 1.5 The Premises Manager or Caretaker is normally expected to prepare for lettings, do any necessary cleaning afterwards, and where the school require, be in attendance throughout the course of the letting. **No payment should be made direct to the Premises Manager or caretaker, since he will be paid through the payroll system.**

The Hirer/Provider's signature is required on form L2 to support any overtime claims.

- 1.6 No structural alterations to school premises, fixtures or fittings will be permitted and notices must only be fixed to boards provided.
- 1.7 a The Hirer/Provider is responsible for providing supervision during the course of the letting and must satisfy the headteacher that the arrangements being made are adequate.
- b The Hirer/Provider or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the letting. Every precaution must be taken to avoid such damage, and the Hirer/Provider will be required to meet the cost of making good any damage, however caused.
- 1.8 Hirer/Providers are responsible for arranging their own insurance for:
- a personal accidents;
- b third party claims;
- c any loss or damage to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from letting;
- d and for ensuring that they have adequate child protection procedures and evacuation plans in the case of an emergency.
- 1.9 If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirer/Providers are advised to consult the headteacher in advance to ensure that the school premises are adequately licensed for the purpose before submitting a firm application.
- 1.10 Footwear which is likely to cause damage to school floors must not be worn. French chalk or its equivalent must not be put down when the hall is used for dancing.
- 1.11 The school premises may be used until 11.00 pm unless an extension is agreed by the governing body. Members of the public must not be admitted to the school premises after 10.00 pm.
- 1.12 Alcoholic liquor must not be sold or consumed on the school premises unless the school governors have given specific approval. If approval is given to the sale or consumption of alcoholic liquor, the responsibility and cost for obtaining the necessary licence rests upon the Hirer/Provider.

1.13 School premises must be left clean and tidy after use.

2 Additional Conditions Governing Letting of School Meals Kitchens

2.1 When the kitchen is used, the Cook Supervisor or another member of the School Meals Staff must be in attendance throughout the letting, except when only tea or coffee is made and no cooking is involved. Hirer/Providers/Providers who wish to use the kitchen for cooking must apply to the headteacher when the letting application is made.

2.2 If boiler, cooking ranges or hot cupboards are used, the member of School Meals Staff present during the letting must be responsible for their use.

2.3 Hirer/Providers/Providers will normally be expected to provide their own cutlery, crockery and condiments.

2.4 All equipment and sinks must be left clean and tidy after use. The Hirer/Provider must not use the dishwasher or any cleaning chemicals belonging to the school or kitchen, due to the specific training required for this.

2.5 No smoking is allowed in the kitchen.

2.6 No animals are allowed in the kitchen.

3 Additional Conditions governing the letting of School Playing Fields and Playgrounds

3.1 If there is any doubt as to the fitness of the ground the Hirer/Provider must consult the headteacher who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.

3.2 Hirer/Providers must be responsible for ensuring that everyone taking part in the lettings involved in the school playing fields and playgrounds, and all spectators, are properly and adequately supervised.

3.3 Casual spectators not connected with the letting must not be admitted.

3.4 Stakes or the like must not be driven into the ground, unless permission has been specifically given by the headteacher.

3.5 Vehicles must not be driven over or parked on the playing field at any time. Vehicles must not be parked upon playgrounds unless permission has been specifically given by the headteacher.

3.6 Bonfires must not be lit, unless permission has been specifically given by the headteacher.

3.7 Animals must not be allowed on the playing field or playgrounds.

- 3.8 No marking out of pitches may be done except by the authorised ground staff unless permission has been specifically given by the headteacher.
- 3.9 Playgrounds and playing fields must be left in a clean and tidy condition after use.
- 3.10 Any loudspeakers must be moderated so as not to cause a nuisance.
- 3.11 The headteacher must be consulted in advance if there is any doubt about the interpretation of the above conditions.
- 3.12 Smoking is not permitted within the school grounds. This includes the car parks and field.

4 Fire Precautions

- 4.1 The Hirer/Provider, or a responsible person nominated by them in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties, which shall prevent him from exercising general supervision of the premises. THE HIRER/PROVIDER SHALL ASCERTAIN AND COMPLY WITH ANY SPECIAL FIRE PRECAUTIONS REQUIREMENTS CONTAINED IN MUSIC, SINGING AND DANCE, THEATRE OR ANY OTHER LICENCES APPROPRIATE TO HIS INTENDED USE OF THE PREMISES.
- 4.2 The seating accommodation, gangways and passages in the hired section of the premises shall be provided as approved by the Chief Officer of the East Sussex Fire Brigade, acting on behalf of the Hiring Authority.
- 4.3 All gangways, corridors and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used for cloakrooms.
- 4.4 All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at function.
- 4.5 Doors and opening other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have notices placed over them indicating "No thoroughfare".
- 4.6 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.
- 4.7 Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

- 4.8 All electric fires, gas stoves and open fireplaces in the premises shall be provided with adequate protective guards.
- 4.9 Temporary electrical installations, which are necessary for any particular function, must comply with the following conditions:

- a All temporary electrical installations shall comply fully with the applicable recommendations of the current edition (with amendments) of the following:
- i The Institution of Electrical Engineers Regulations for the electrical equipment of buildings;
 - ii The British Standard Specification and Code of Practice;
 - iii The Electricity Supply Regulations;

and shall only be installed by a qualified electrician.

No temporary wiring shall be connected to circuits or fuseboards feeding the main auditorium lighting.

- b Temporary wiring shall be carried out using PVC insulated and sheathed cable to CMA manufacture, and switchgear and apparatus of a voltage rating not less than the maximum rms voltage difference, which can normally develop under fault conditions.

All additional stage lighting equipment that may be required shall be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the County Architect.

- c All temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.
- d All temporary installations which have been installed shall be disconnected from the permanent installation immediately after the occasions for which they have been used.
- e Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Director of Property Services seven days prior to the proposed date of the required installation.

- 4.10 The Hirer/Provider shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. In the case of staff performances and exhibitions the local Fire Officer shall be consulted as to whether any special fire fighting equipment should be provided.

- 4.11 Thorough checks should be made by the Hirer/Provider at the end of the letting to ensure that no smouldering fires are left burning and that all doors and windows are properly secured.
- 4.12 If there is any doubt about the application of any of the above conditions, the advice of the headteacher of the school should be sought.

LETTINGS PRICING POLICY

Letting Charge

All income from lettings must be credited to the school's budget, out of which expenses are to be met. It is important to consider the VAT implication for each let as VAT may have to be added to the charge. See Schools Finance Guidelines.

To arrive at a charging-out rate, the school should ensure that all costs are taken into consideration and a checklist of the main items is provided below.

- a Premises Manager Cost of opening and locking-up the school. Will enhanced hourly rates be used ie.. time and a half or double time for a Sunday.
- b Cleaning - This may be a separate item that may need to be considered in addition to caretaking.
- c Heat/Light - Calculation of cost i.e. hourly rates if appropriate.
- d Water - If relevant
- e Wear & Tear - Will depend on type of use. An on-cost will allow for earlier renewal.
- f Wear/Damage to grounds Lettings are an extra use of the facility; consequently extra wear might therefore require extra care and maintenance.
- g Insurance - See Insurance Section in Schools Finance Guidelines. The school may wish to arrange "Public Liability Hirer/Provider's Insurance as cover, the cost could be passed on to the Hirer/Provider in the overall charge.
- h Profit Element - May depend on local competition.
- I VAT - If applicable, see Schools Finance Guidelines.

If the school is used as a polling station expenses only can be charged.

Financial Administration

The school should send or hand to prospective Hirer/Providers the standard form, together with a copy of the conditions governing the letting of school premises. The form should be

completed by the Hirer/Provider and returned to the school, together with evidence of adequate insurance (as defined in 1.8), child safeguarding procedures (including valid DBS certificates if applicable) and evacuation plans, for confirmation of both cost and that the let can take place.

Issuing Accounts

The school should invoice the Hirer/Provider before the letting takes place unless otherwise agreed with the headteacher. Refunds for cancelled lettings can be made with a deduction for administration or loss of income if thought necessary. The school may consider invoicing a non-returnable deposit with the balance to be paid at a later date, although this method involves slightly higher risks.

Scale of Charges

Hire of hall per hour - £15

Hire of hall per day (09:00-15:00) - £80

Hire of minibus - £25.00 per hour in addition to driver costs, fuel costs and fuel card admin expenses.

NOTE: in June 2019, policy review will include agreeing charges for all available facilities, which are anticipated to include:

- Junior size football pitch
- Meeting room
- Hall
- Cookery room
- ICT suite (although not planned to be part of the Community accessible area, could be a revenue stream)