



## **Even Swindon Primary School** **Lettings of School Facilities Policy**

Review – November 2022

Next Review Date – November 2024

### **1.0 Introduction**

1.1 This policy has been drawn up in accordance with Section 14 of SBC Financial Manual – Community Facility Management (Use by the Community of School Facilities).

### **2.0 Aims of the Policy**

2.1 The aims of the policy are:

- To provide clear guidance on lettings and the hire of school premises & facilities.
- To enable safe access to the school site and premises
- To promote the use of school facilities by the wider community
- To safeguard the interests of the school

### **3.0 Definition of a Letting**

3.1 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), a commercial organisation (such as the local branch of 'Weight Watchers')" or an individual.*

3.2 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.

3.3 The needs of the school will always take priority when considering a letting.

### **4.0 Facilities that can be let during the School Day**

4.1 The school will only consider the use of its conference room and Hawksworth Hall during the school day by persons or organisations that are part of Swindon Borough Council or by another school or education establishment. This will only be permitted provided that the continued safety and safeguarding of its pupils can be maintained.

4.2 School use of these facilities will always take priority before a booking is accepted.

4.3 No other part of the school buildings or grounds will be let during the school day.

### **5.0 Facilities that be let outside of the School Day**

5.1 School will consider applications to let the following facilities outside of the school day:

- School Halls
- Community Rooms
- School Playing fields or playgrounds
- The MUGA or school pitches
- ICT Suite (for educational purposes only at the discretion of the Headteacher or Business Manager).
- The use of tables & chairs as agreed at the time of the booking

- 5.2 The following facilities will not be considered or be available for letting:
- The school kitchen (unless by a member of school staff – as covered in the “Staff Lettings Policy”)
  - Classrooms
  - Offices
  - School equipment, educational supplies or sports equipment (unless by a member of school staff – as covered in the “Staff Lettings Policy”).

## **6.0 Conditions of Hire**

- 6.1 Lettings and use of the school buildings can only be agreed if the Site Manager, School Caretaker or suitable staff member are available for the entirety of the letting.
- 6.2 Lettings and use of the outside premises not requiring the use of the school buildings can only be agreed if the Site Manager, School Caretaker or suitable staff member are available for the unlocking and locking of the premises and the start and end of the letting.
- 6.3 Any person or organisation wishing to let school premises must comply with the latest, relevant Safeguarding of Children regulations and any additional requirements put in place by the Governing body. This is to safeguard the responsibilities of the Governing Body. Proof of this will be required by the school at the time of the booking.
- 6.4 Any person or organisation wishing to let the school premises for a sporting or physical activity must hold the relevant coaching or necessary qualification for all of the people involved, to allow them to carry out the activity. Proof of this will be required by the school at the time of the booking.
- 6.5 Any person or organisation wishing to let the school premises must hold their own Public Liability Insurance for a minimum of £5 million or take out the school’s letting premium of 15% of the overall letting charge.
- 6.6 All lettings will be subject to any statutory licences required for the activity. Proof of these licences will be required by the school at the time of the booking.
- 6.7 All lettings will be subject to a maximum cap of the numbers of participants or attendees, as per Part B1 of Building Regulations, dependent on the type of activity. These limits are available to the hirer on request.
- 6.8 Payment for the letting must be received by the school prior to the letting taking place. Should payment not be received before the letting, then it will be cancelled at short notice, with no liability incurred by the school with regard to the cancellation.
- 6.9 A request for a letting will not be considered by school until a completed “Application for Hire” document, including all necessary supporting documentation and licensing, has been received by School.
- 6.10 The school will not provide access to telephone or first aid facilities. It will be a requirement of the letting that the hirer have available at least one mobile telephone that can be used for emergency purposes and a first aid box.
- 6.11 The hirers will take responsibility for and control the behaviour of all its participants or attendees to any activity undertaken as part of the letting to ensure that they do not cause any distress, alarm or harm to any other person using the school’s facilities or the school’s neighbours or any damage to any school or surrounding property.
- 6.12 All additional conditions of hire and safety measures set by the school as contained in the “Conditions of Lettings, Hire & Use of Premises” document.
- 6.13 Applications for long term lettings of the premises or facilities should be reviewed and renewed annually.
- 6.14 Governors reserve the right to refuse any hire or letting request.

- 6.15 Lettings for parties of more than 60 attendees will not normally be accepted; this will include birthday parties, weddings and christenings, but this list is not exhaustive.
- 6.16 Lettings running after 8.00pm will not normally be accepted
- 6.17 A Conditions of Hire agreement must be signed and returned to school before the letting can be confirmed.

## **7.0 Charges**

- 7.1 The Governing Body is responsible for setting charges for the letting of the school premises. They must ensure that these charges are sufficient to cover the entire cost of the letting incurred by the school and must not be subsidised or supported by the school's delegated budget.
- 7.2 A charge will 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 the hirer doesn't have its own public liability insurance – see terms and conditions p 5)
  - Cost of use of school equipment (if applicable);
  - Profit element (if appropriate).
- 7.2 A cash deposit, at a level agreed by the Governing Body, must be paid in advance to secure the booking and protect against any additional charges and compliance with conditions set by the school. This will be returned to the hirer after the event and after 72 hours of normal school opening hours have passed.
- 7.3 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.
- 7.4 The specific charge levied for each letting will be reviewed no less than every two years alongside the lettings policy by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st April of that year.
- 7.5 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.

## **8.0 VAT**

- 8.1 Lettings charges for halls and rooms are exempt from VAT, as long as the letting does not include any special equipment or other additional use which is subject to VAT. As the school does not allow use of any of its equipment during lettings, they will always be exempt from VAT.
- 8.2 Lettings of sports facilities is liable to VAT at the current standard rate. However, some block bookings of sports facilities may be exempt from VAT if they meet certain conditions. These are available upon request. The letting charge is only exempt from VAT if ALL of the conditions are met, if just one is not, then VAT must be charged.

## **9.0 Statutory Requirements**

9.1 The attention of all hirers must be drawn to the constraints imposed by statutory requirements on the letting of premises.

9.2 Some activities require special licences, for example:

- Prize Bingo
- Public Entertainment
- Lotteries & Amusement
- Public Theatre
- Sale of Alcohol

This is not an exhaustive list and it is the responsibility of the hirer to check if their activity is subject to a licence. They should obtain the licence and provide a copy to the school along with their booking form.

## **10.0 Out of School Hours & Holiday Lettings**

10.1 As the school office is closed outside of school hours and during school holidays, the school will provide an out of hours contact number for the hirer.

## **11.0 Cancellation**

11.1 The Governors reserve the right to cancel any booking in the event of the accommodation or facilities being required for school use, in connection with a parliamentary or Borough Election; for such extraordinary or special civic or education purposes as the Authority or the school may from time to time think fit; if any of the conditions of hire are not met or are breached or for any other reason at its discretion. In the event of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises or facilities and the hirer may be offered an alternative date or dates, but in any event the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.

11.2 The hirer may cancel the letting any time prior to it taking place. However, the full charges for the letting will still be incurred if it is not cancelled by 9.00am on the day for weekday bookings or by 3.00pm on a Friday for all weekend bookings. Should a letting be taking place during a school holiday, then an out of hours number will be provided to enable to the hirer to contact the school.

11.3 Refunds for cancelled bookings will incur an administration charge, as set by the Governors annually.

## **12.0 Failure to Observe Conditions**

12.1 If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the Terms and Conditions of hire and any attached notes set by the school or the Council, the Governors may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate vacation of the school premises or grounds. Such termination shall not release the hirer from any of their obligations under the agreement or effect right or remedy which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain for the use and benefit of the school any monies paid by way of deposit and to sue for any balance outstanding.

## **13.0 Policy Review**

This policy will be reviewed at least every 2 years.

Appendix 1: Lettings Charges – 2022-24

Hirer	MUGA All weather pitch	HAWKESWORTH HALL Including utility kitchen
Member of Public (no connections to school or community)	£60 per hour	£60 (for up to 3 hour session daytime – for children’s parties) Other events will be considered and priced according to facility requirements
Member of Public (Member of local community – linked specifically to our children) or Parent	£40 per hour	£40 (for up to 3 hour session daytime – for children’s parties) Other events will be considered and priced according to facility requirements
Staff Booking To include responsibility for buildings, security and opening/locking	£30 per hour	£30 (per morning, afternoon or evening session – for personal family events) Other events will be considered and priced according to facility requirements
Staff Booking With Caretaker/Site Manager/Other Staff responsible for opening/locking	Additional £40.00	
Hirer’s Liability Insurance	Must be taken up if hirer doesn’t hold own public liability insurance >£5million Additional 15% on total booking cost	
Cash Deposit	£100 Must be paid in cash in advance to secure booking	