


<u>Responsible Body</u>	<u>Title of Policy</u>	
<u>Governing Body of Flyford Flavell Primary School</u>	<u>Letting Policy</u>	

Last reviewed on Date: 31.03.24

Next Review Date: 31.03.27

Signature(Chair of Governors)

Print Name.....

PRINCIPLES

The Governing Board 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. However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its students, 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 students) cannot 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 re-imbursed to the school's budget.

PURPOSES

- To provide clear guidance on lettings and the hire of school premises and equipment
- To enable community and lifelong learning access to the school site and premises
- To promote the use of school facilities by the wider community
- To safeguard the interests of Flyford Flavell First School
- To ensure that the out of hours use of the school site is not subsidised by the school budget

GUIDELINES

Definition of a Letting

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), an individual or group of individuals, 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 students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Board meetings and extra-curricular activities of students supervised by School staff, fall within the corporate life of the School. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget.

After school clubs run for the benefit of Flyford Flavell Primary School children which finish (on normal school days) before 5pm will not be charged, but this is subject to review from time to time.

The definition of 'premises' is the school hall, kitchen, common areas, toilets and outdoor space. The school classrooms are not for hire, and should not be used when the other facilities are being hired out.

Charges for a Letting

The Governing Board is responsible for setting charges for the letting of the school premises. A charge will be levied which covers 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 use of school equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied will be reviewed annually, in conjunction with the Finance Policy. Where applicable VAT will be charged.

Management and Administration of Lettings

The Headteacher is responsible overall for the management of lettings, in accordance with the Governing Board's policy. The Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

Community Lettings will take place at the discretion of the Headteacher. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of the Finance Committee, who is empowered to determine the issue on behalf of the Governing Board.

Flyford Flavell Primary School is available for hire during term time, Monday to Friday, 5pm to 11:30pm, Saturday 9 am to 11:30pm and Sundays 9am to 10.30pm. During holiday periods it is possible to hire the facilities during the day, Monday to Friday, as well as the times listed above. As previously stated, priority will be given to school based activities.

In accordance with Entertainment and Theatre licence conditions, it will be necessary for a hirer to provide 2 or more stewards for an event. Hirers will be notified by the Lettings Secretary if this condition applies for their booking and will provide detailed instructions for stewards to follow.

Permission must be obtained from Flyford Flavell First School, by the hirer, before alcohol can be brought onto the premises. Hirers wishing to sell alcohol or to provide any entertainment which is a licensable activity under the Licensing Act 2003 must ensure that the event is carried on only in accordance with a valid temporary event notice. The hirer is responsible for complying with all aspects of the TENs.

A maximum of 12 TEN's notices may be applied for, for this address in one calendar year. The school secretary will log the number of events that require a TEN's notice, to ensure that this number is not exceeded (note PTA events will take priority).

The hirer is responsible for ensuring that copyright and performing licences are obtained, where necessary, prior to an event.

The Administrative Process

Organisations seeking to hire the school premises should approach the school secretary, who will identify their requirements and clarify the facilities available. A **Hiring Booking Form** should be obtained and completed. Hirers will also be issued with a copy of the terms and conditions. The Governing Board has the right to refuse an application, and **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.**

Once the completed forms have been received by the school and signed by the Headteacher, a copy of the **Hiring Booking Form** will be returned to the hirer as confirmation, setting out full details of the letting. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Board's current scale of charges.

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.

All lettings fees which are received by the school will be paid into the school's funds, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Public Liability and Accidental Damage Insurance

The hirer will be responsible for all school equipment and facilities whilst on the premises and will be expected to take all reasonable precautions to ensure that it is not damaged, lost or stolen. Hirers will be liable to replace any equipment lost, damaged or stolen. Similarly, damage to property will be the hirers responsibility.

The hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out. Failing this a charge of 10% of the booking fee will be added to charge to ensure the event is covered on the LA insurance policy.

The booking form asks the hirer to estimate the number of people likely to attend an event. This must be completed for insurance and public entertainment licence purposes. The maximum capacity of the Main Hall is 60. A minimum of 2 stewards need to be in attendance at all times

Hire Charges

Hire of hall / kitchen:	£25 per hour
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Hire of field (inc toilets)	£25 per hour
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Charity rates are available on request.

After school clubs are not charged as long as they are on normal working days and finish before 5pm.

Flyford Flavell Primary School

Booking Form For Special Events

Name:

Address:
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.....

Telephone number(s):

E-mail address:

Date required:

Time **From :**..... **To :**

Facilities required (please circle) :

Hall **Kitchen** **Field**

Bar facilities required **Yes / No (delete as applicable)**

Bar time **From :**..... **To :**

(TEN must be obtained from local authority and shown to Headteacher before hire takes place):

Name and Address of Licensee :
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.....

I / We accept the terms and conditions of hire as detailed on appended pages.

I / We agree to pay for any damage incurred and/or leaving any part of the hired facilities in an unclean or unsatisfactory condition (charge £100), also exceeding the agreed time limit (charge £50).

I / We confirm the booking and enclose a cheque for £20, to be deducted from payment of the total charge.

I/We confirm that I/we have been made aware of the hirer's health and safety obligations for this letting and will ensure compliance with those obligations throughout the period of the letting,

I/we confirm that we have public liability insurance for this event.

Cheques to be made payable to Flyford Flavell Primary School.

Signature

The facilities hired were vacated on time and left in a satisfactory condition.

Signed

Comments if otherwise

TEN verified by headteacher : Date: Signed:.....

Please return this form to :

Terms and Conditions

- 1 All exit doors, gangways and passages shall be kept clear and unobstructed at all times.
- 2 Every effort should be made to conserve heat and save electricity e.g. Keep doors and (in the evening) curtains closed and switch off all unnecessary lights.
- 3 Maximum number of persons allowed in the building 60 people unless prior approval given to exceed this number.
- 4 All events to be finished by 11.30pm (10.30pm on Sundays) unless otherwise agreed prior to the event.
- 5 All rooms used to be left in a clean and tidy condition.
- 6 Rubbish to be deposited in sacks and taken home.
- 7 Decorations to be confined to pin boards.
- 8 Any damage to be reported to the headteacher within 24 hours.
Hirers are liable for payment to make good any damage or repairs.
- 9 Hirers to ensure 2 stewards able to deal with any emergencies should be available on the premises at all times whilst occupied by the public.
- 10 No vehicles to be driven on to the field without prior permission.
- 11 Property (e.g.. Children's tables and chairs) from outside of the hall not to be used without prior permission.
- 14 The school operates a No Smoking rule in all areas.
- 15 **FIRE RULES AND INSTRUCTIONS :**
Read Fire Action notices prior to the start of the event.
(a) Extinguishers located :-
 - (1) Water - main hall
 - (2) Powder - in the kitchen
 - (3) Fire blanket – in the kitchen.
 - (4) CO2 - by the front door.
(b) If you discover a fire :-
 - (1) Raise the alarm and dial 999.
 - (2) Evacuate premises.
 - (3) If possible use the appropriate extinguisher but do not take any personal risks.
 - (4) Do not stop to collect personal belongings.
 - (5) Do no re-enter the building until advised that it is safe to do so by the appropriate authority.
- 16 The head teacher reserves the right to refuse any bookings.

17 These rules are subject to change without notice.

18 Hirers will ensure compliance with the hirers' health and safety obligations throughout the period of the letting.