The Westborough School

Lettings Policy

Autumn 2021

Governors have agreed that the Lettings Policy should be reviewed every two years and updated when necessary.

This policy was reviewed in the Autumn Term, 2021

The next review will be in the Autumn Term, 2023

Signed _____(Chair of Governing body)

Date_____

1. SECTION 1 - School Policy

Governors recognise the position of the school in the local community and that encouragement should be given to the use of school by outside organisations.
The School's policy principles are set out in detail in Section 2.
They are aimed at maximising the usage of school premises in order to promote the educational and social development of the local community.

Responsibility for site management is vested in the Governing Body, but where possible other users should be enabled to contribute to site management issues, e.g. a Parent's Association.

Site resources should be efficiently used and school costs covered, equality of access should be provided for the community and if demand dictates the prioritisation of use should be as follows:-

- School use
- Other educational activities
- School fundraising and social activities
- Community activities
- Commercial lettings

1.1. Child Protection

The Headteacher and the Deputy Headteacher are the school's Child Protection Officers. All organisations hiring the hall, which do not have their own Child Protection Officer, should inform the Headteacher or the Deputy Headteacher in the case of any suspicions or disclosures. This is a condition of the letting.

1.2. Legal

The school premises should be made available if needed in accordance with the Representations of the Peoples Act 1983.

1.3. Financial

In accordance with terms laid down in the School's Financial Regulations Document, all costs should be recoverable.

1.4. Equal Opportunities

The provision of equal opportunities legislation applies and the Governing Body must not discriminate on the grounds of gender, marital status, colour, race, nationality, ethnic origins or disability.

1.5. Governing Body Responsibilities

To determine the policy and review this policy from time to time.
Be responsible for site management and lettings in accordance with the policy.

1.6. Headteacher Responsibilities

Within the framework set by the Governing Body, the Headteacher has responsibility for the day to day management of the site, including lettings. It is for the Headteacher to ensure that adequate financial and administrative arrangements are in place.

1.7. Caretaker/Single Status/Lettings

The Governing Body has adopted the Single Status Agreement for all non-teaching staff. Within the conditions of this new agreement there is a regulation in place that where a Site Manager/Assistant Caretaker is only required to open and close for a particular letting, an opt-out form is required to be completed. (See Agreement to Leave Premises During a Letting form).

2. SECTION 2 - Legislative Framework

2.1. Education Reform Act 1988

The Governing Body shall manage the school premises in accordance with the principle invested in it under the Education Reform Act 1988 (Grant Maintained Schools).

2.2. Sex Discrimination Act 1975 and Race Relations Act 1976

The provision of the Sex Discrimination Act 1975 and the Race Relations Act 1976 apply and the Governing Body shall not discriminate on the grounds of gender, marital status, colour, race, nationality or ethnic origin.

2.3. Representations of the Peoples Act 1983

The use of school premises for parliamentary or local election purposes including pre-election meetings of official candidates parties is a legal requirement under Section 95-96 of the Representation of the Peoples Act 1983.

2.4. Election Days

On election days, the use of the school premises as polling stations may proceed with the prior notification of the Returning Officer of the Local Authority. School premises used for parliamentary election meetings will be at the cost to the user. For the purposes of local elections the Local Authority must finance the cost of use.

2.5. Refusal

The Governing Body will refuse use of the school premises to groups that are not a recognised political party. Refusal will be a decision of a sub-committee and must be reported to the full Governing Body.

Legislative framework, including relevant Acts, is detailed in the Guide to the Law for Governors.

3. SECTION 3 - Policy Framework

3.1. Applications for Hire

All hirers will be required to complete the appropriate Lettings Application form (see Appendix A). Day-to-day approval of requests for hire will be the responsibility of The Westborough School after reference to the scale of charges (see Appendix B for current suggested charges). For any hirer who it is deemed shall make a profit, consideration should be given to the suggested commercial rate prevailing. It will also be the responsibility of the person booking in the letting to ensure that any such letting undertaken is also in agreement with the Site Manager/Assistant Caretaker. Confirmation of Letting form (Appendix C) will then be issued.

3.2. Commercial Lettings

All commercial lettings must be notified and subsequently approved by Governors.

3.3. Regulations

A copy of the Regulations under Section 3 of this policy, should be given to each hirer when authorising/confirming the letting.

3.4. It is the policy of the Governing Body

…to allow free use of the premises and site to the School's Parents Association for fund-raising purposes.

3.5. It is the policy of the Governing Body

…to allow reduced charges to be applied to specific organisations letting the school premises whose sole aim is to provide additional activities for just Westborough Pupils i.e. Brownies.

3.6. The Headteacher will determine the charge

…to the hirer in accordance with the schedule of charges. The Headteacher will report to the Finance Committee on a termly basis the total income from lettings and all subsidised rate lettings, including the name of the hirer

3.7. Debt Management:

The following timetable shall apply where payment is not received within the required time:

a) 3 weeks after original invoice is issued - 1st reminder letter
b) 2 weeks after 1st reminder - 2nd reminder letter
c) 2 weeks after 2nd reminder letter - referral to the Governing Body for action

3.8. Abatement of charges

Abatement of charges can only be made by the Headteacher with approval from Governing Body. The Headteacher shall periodically ensure that all invoices are properly accounted for, and that all monies due to the school have been collected.

3.9. See Appendix D for payment progress form and verification.

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4. SECTION 4 - General Regulations. The following internal regulations are applicable.

4.1. Occupations

Premises may not be occupied except with the written authorisation of the Headteacher or his/her representative. (see example Confirmation of Hire letter attached as Appendix C.)

The hours during which the premises may be occupied will be shown on the authorisation and the hirer should ensure that no persons enter or remain on the premises outside those hours. If additional time is required for preparation or clearing away, this must be requested in advance on the application form. The hirer must at all times comply with any instructions given by the school Site Manager/Assistant Caretaker or other authorised school staff.

4.2. Termination or Suspension

The conditions in regard to the termination or suspension of agreement for the use and occupation of the accommodation are as follows:-

The school may close the accommodation for such period or periods as may be necessary from time to time for maintenance work for the premises. Wherever possible, reasonable notice will be given by the school.

Occupiers who have been granted regular use of accommodation must be prepared to relinquish it at short notice if required to do so in any emergency.

The school reserves the right, for any reason which the Governing Body considers reasonable, to withdraw permission to occupy the accommodation on any particular date or dates or for any period. The withdrawal of such permission shall not entitle the occupier to make any claim whatsoever against the school, but any payments made to the school for the period involved will be refunded.

4.3. Refusal of Permission

No occupation is permitted which, in the opinion of the Governing Body, is likely to create any disturbance, cause inconvenience to the local residents, or in any other way appear unsuitable to take place in the premises. Without prejudice to the rights of the candidates at parliamentary and local government elections under the Representation of the People Act, the use of the accommodation shall not be permitted if the purpose of the use is or, in the opinion of the Governing Body, appears to be the political indoctrination of children.

4.4. Sub-letting

The occupier is not allowed to assign the use of the accommodation to any other party.

4.5. Right of Entry

The school reserves the right of entry to the accommodation at all times.

4.6. Nature of Function

Applicants are required to state the nature and object of the function proposed. They must also state whether a charge will be made of admission and the purpose to which the proceeds of the function will be devoted.

4.7. Identity of Organisation

Applicants representing an organisation must state clearly in any notices which they issue the identity of the organisation and should not give the impression that the school is in any way connected with the function.

4.8. Gambling
The use of accommodation for gambling or for games of chance is forbidden. Raffles may only be held with the prior permission of the school and stated at the time of booking.

4.9. Accommodation Excluded
The hirer is not permitted use of teachers' staffroom, teaching rooms, office accommodation or kitchen.

4.10. Use
The maximum number of persons permitted to use the accommodation at any one time shall not exceed 200.

4.11. Furniture and Equipment
The occupier shall use the school's furniture and equipment only and must not introduce any other article without the permission of the Governing Body. The hirer should consult with the Site Manager/Assistant Caretaker on the moving of furniture from the position used for normal school purposes. Dining tables must not be used for any unhygienic purposes, particularly for selling old clothes etc. at jumble sales.

4.12. Refreshments
No alcoholic drinks shall be included in any function without the consent of the Governing Body. Where consent is given no persons under the age of 18 may be admitted to the function without permission from the Governing Body. The hirer is responsible, where necessary, for the provision of an alcohol licence. No persons under the age of 18 are to be served with alcohol.
All rubbish must be collected at the end of the hire and bagged up with bags provided by the hirer. These bags can be disposed of in the kitchen bins if prior arrangement has been made with the site manager. Otherwise rubbish must be taken away from site.

4.13. Safety
The Governing Body shall ensure that the premises and the equipment therein conforms to all relevant Health and Safety legislation.

The person or organisation entering into the agreement with the school is required to take all precautions necessary for the safety of those present. Care must be taken not to impede means of escape from the premises.

The school has a No-Smoking Policy and smoking is strictly prohibited within the school buildings.

No alterations to the electrical installation may be made without the written consent of the Governing Body. Prior consent must be obtained for the use of film apparatus. Four weeks notice is required.

4.14. Entertainment
The premises are not to be used for entertainment where the Local Authority are responsible for the issue of Entertainment Licences. Licences are generally required for:

a. performing plays
b. public dancing, music or other entertainment of a like kind under the Local Government (Miscellaneous Provisions) Act 1982
c. games of Bingo

Hirers of educational establishments are required to furnish details direct to the Performing Rights Society of 'all musical works, whether published or in a manuscript, performed at the premises vocally, instrumentally or mechanically, at entertainments for which a charge is made'.

When commercial sound recordings (records, tapes, CD's) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd., Evelyn House, 62 Oxford Street, London W1N 0AN.

4.15. Parking

The car park at Westborough holds approximately 4 cars. In certain circumstances, with prior consent of the Governing Body, the cage area of the school may be used for additional parking. Each driver parks at his/her own risk and accepts full responsibility for any accident or damage to people or property arising as a result of his/her vehicle being parked on school premises.
Each driver must at all times proceed slowly and with great care whilst on school property. Speed must be kept to an absolute minimum.

No vehicles are to be parked in front of the school gates or where access to emergency vehicles will be hampered.

No hirer's vehicles will be allowed on site when the school is being used by pupils.

4.16. Conditions Governing Sporting or Gymnastic Activities

Separate guidance is available upon request for hirers who wish to use the school premises for sporting and gymnastic activities. The hirer will be required to give proof of professional qualifications held. Where appropriate the hirer shall ensure suitable public indemnity insurance is obtained.

4.17. Conditions re: Use of Premises for Play schemes and Out of School Activities

Separate discussions to be held for hirers who wish to use the school premises for holiday schemes.

5. SECTION 5 - Charges

5.1. Deposits

A deposit of half the cost of the letting is to be remitted with all applications by new hirers. Full payment must be remitted with the application for the hire of premises for parliamentary and local government election meetings. The deposit will be refunded if the application is refused. It is not returnable if the booking is cancelled by the applicant within 7 days of the date of hiring. The balance of the fee due is to be paid within 7 days of the event. Payment may be required in advance where the hirer is not known to the school.

5.2. Charges

The charges will be determined by the Governing Body and reviewed annually. The current scale of charges is appended to these regulations.

5.3. Receipt & Confirmation

All deposits and final payments will be receipted by Finance Officer or Head teacher.
Confirmation of bookings will be sent to the hirer along with the receipt.

The Westborough School

Application for Hire of School Premises

Applicant's Name and Address:
Applicant's Contact Number: Day……Evening……..
Organisation Name:
Your Public Liability Insurance Details: Company Name…… Policy Renewal Date Policy Number Date(s) Facility Require: From…….. To…… Times: Start……Finish…….. Access Time……Leave Time……
Type of Function: Facility Required:
I declare that to the best of my knowledge and belief the information given by me above is correct. **I have received a copy of the conditions of letting and hereby agree to indemnify the School against any breach of the same during the period of hire.** Signature of Applicant……Date……

The Westborough School

Confirmation of Booking

Hirer's Name and Address:
Hirer's Contact Number: Day……Evening……..
Date of Letting: **Time of Letting:** From…….. To…… **Time of Access:**
Facilities Requested:
Type of Function:
Number of persons (approx.):
Confirmation of Public Liability Insurance: Y/N
Booking Form Received Y/N Date: **Cost of Letting £**
Booking Confirmed Y/N Date:
Approval and Agreement HT or FO Signature……Date…… Total Hours Required…… Caretaker's Signature……..Date……

The Westborough School

Hire of School Premises

Charges

Rates (Per hour) – Main Hall /s	£30.00 per hour
Use of Cage PE area	£15.00 per hour without Toilet Facilities £20.00 per Hour with Toilet Facilities And caretaker on site
Use of Kitchen Facilities	Unavailable at present
Staff rate	**£50.00 per session** **- or hourly rate if preferred.**

- Additional charges will be added to the invoice as a result of events overrunning in half hour increments.
- Invoicing is a month upfront and then half termly for long term lets.
- Daily lets are required to pay in full 7 days before event.
- The school reserve the right to cancel any lettings that break the terms and conditions.

The Westborough School

Agreement to Leave Premises During a Letting

School: .....

Letting: .....

Date: .....

Name of Site Manager
(or Assistant Caretaker) .....

Opening Time: ..... Agreed hours for opening (minimum 1 hour) .....

Closing Time: ..... Agreed hours for closing (minimum 1 hour) .....

The Site Manager/Assistant Caretaker is required to be present for the above letting to open and close the premises and undertake related preparation, clearing up and security only. The Site Manager/Assistant Caretaker is free to leave the premises in the interim period, during which time he/she will have no responsibility for the premises (other than normal emergency call out responsibilities) and custodial responsibility for the premises will be held by:

Name of custodian: .....

Signed: ..... Date: .....
Headteacher