



Chestnut Grove Academy



**WANDLE
LEARNING
TRUST**

Financial Handbook

LETTINGS AND COMMUNITY USE POLICY

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Produced by: Director of Finance & Resources

1.0 Aims

- To maximise income that will benefit the whole school and or Trust
- To provide facilities for our communities and meet the Trust's charitable objectives.

2.0 Strategic Framework

- The Trust expects all schools to actively seek lettings that will generate a profit for use within the school budget for the enhancement of teaching & learning across the Trust.

Priority should be given to:

Community groups
Youth groups
Registered charities
Other educational departments or schools

No letting will be permitted to:

Extreme political groups
Large youth parties or "raves"
Activities that would disrupt the school or our communities
That might bring a School or the Trust into disrepute

NB: The Trustees delegate to a Headteacher or Chair of a Local Academy Committee (LAC) the right to refuse any booking without any explanation, if they have reasonable grounds for doing so.

It is assumed that an individual LAC will delegate the strategic oversight of any lettings to its own Local Academy Resources Committee (LARC), who will report back on any issues, to the Trust Resources Committee.

3.0 Authority

The authority to accept bookings within an individual school site is delegated by the Trustees to the LAC and through that body to the LARC. The LARC in turn delegate the authority on a day to day basis to the Headteacher.

The Headteacher may choose to delegate the management of lettings to one or combination of the following:

- The Premises Manager
- The Business Partner
- A nominated senior member of staff

All lettings in all schools must adhere to this policy
Please note that any non-standard bookings or lettings where there may be some cause for concern due to their nature or size for example, must be referred to the Headteacher for approval and reported to the LARC.

4.0 Scope of “lettings” period

School buildings and/or sports pitches or external spaces can only be “let” outside of the school day (as it applies to any individual school). In exceptional circumstances the Headteacher may agree to a letting in the school day, providing all safeguarding requirements are met.

5.0 Charging

Hire Charges at each individual school will be reviewed regularly as agreed by the Local Academy Resources committee (LARC) every year. Hire charges must cover the full costs of providing:

- * Staffing, at actual costs
- * Attributable utility costs (gas, electricity, water, etc)
- * Contribution towards general rates
- * Contribution towards wear and tear
- * Contribution towards maintenance costs (e.g. PE equipment)
- * VAT (if necessary)
- * Profit Margin

While recognising the need to generate funds, the LARC delegates to the Headteacher and Business Partner, the right to agree variations to the agreed hire rates via discounts; where they can justify this is in the interests of the school.

However, this may only be agreed if a discounted booking covers its marginal costs. That is, the school cannot “subsidise” a booking from its own school budget. If a booking cannot cover the marginal costs to the school e.g. premises staff, utilities etc, the discount must be removed or reduced until marginal costs can be met.

Exceptions that a school might take into account are:

- The impact of market supply and demand for similar facilities locally.
- The non-financial benefit that may be derived from a letting, e.g. significant partnerships with local community groups involved in education etc.
- The authority to agree a discount for Youth Clubs (7-19 age), particularly where they have had a long term relationship with the school and make long term bookings. This would mainly apply between the non-peak hours of 17:00 – 19:00. This discount can be up to 75% as agreed locally but the hire must still cover any marginal cost of hosting the hire.

- The authority to agree a discount for unpopular slots to attract business e.g. 21:00-22:00 for the football pitch on a Friday evening.
- A 50% discount for staff, members of the LAC or Trustees of the Wandle Learning Trust, who wish to take an occasional “letting” for personal, but not commercial use.

NB: All discounted bookings must be able to cover the marginal costs to the school of accepting the booking.

6. TERMS AND CONDITIONS

All schools in the Trust must issue a “Terms and Conditions” document to new hirers and annually to existing or long term hirers. The template in Appendix B may be adapted for local use before being issued.

All schools are expected to use a suitable version of a “Bookings Form”. An example template is included in Appendix B.

Both of these are important for insurance purposes and for minimising disputes etc.

7. Schools must have suitable and sufficient systems in place to ensure that sales invoices are issued promptly and this should be before the hire takes place. Similarly, there must be a robust debt recovery process in place.

APPENDIX B

LOGO

XXXXXXXX ACADEMY

TERMS & CONDITIONS FOR THE LETTING OF SCHOOL FACILITIES

To be sent Annually or on first booking to all Hirers

1.0 ORGANISATIONAL

1.1 Bookings can only be agreed by one or more of :

- The Business Partner ()
- The Head teacher
- The Premises Manager ()
- Chair of The Local Academy Resources Committee (LARC)

1.2 They will ascertain the suitability of the booking and refer to the LARC if there might be a cause of concern to the school's reputation, as a result of the letting.

1.3 The school reserves the right to cancel any booking without notice in exceptional circumstances, where the primary educational needs of the school require it.

1.4 No booking will be accepted for the following activities and bookings are accepted on the basis that the letting will not be used for:

- Political purposes or the teaching of any party politics.
- Showing of films for public exhibition.
- Any activity that could bring the school into disrepute.

1.5 The letting agreement is personal to the Hirer and nothing in it is intended to have the effect of giving

1.6 No booking is confirmed until a signed booking form is returned to the school and payment details have been agreed. Bookings of 3 months or more will be asked to set up a standing order or direct debit.

1.7 The nominated representative (The "Hirer") will be responsible for the good conduct of the groups she/he represents and must be above the age of 18.

1.8 The school accepts no responsibility for the safekeeping of personal valuables and belongings or for cars parked on the school site.

1.9 The signing of a booking form or acceptance of a booking; constitutes acceptance of the school's terms and conditions.

1.91 Failure to comply with these conditions or any reasonable request from an officer of the school will render the hirer ineligible for further lettings.

1.92 It is the Hirer's responsibility to ensure that all their members are aware of the times of the booking and to be off site within 15' of the end of the accepted booking. The school will not be responsible for staff "locked" into the site or cars or unable to exit any car park.

- 1.93 The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.
- 1.94 No part of the premises is to be used otherwise than for the purpose of the premises requested.
- 1.95 No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

2.0 SAFEGUARDING/CRIMINAL RECORD CHECKS (DBS)

- 2.1 If a particular letting involves contact with children or young people, it is the responsibility of the hirer to ensure that they have complied with the DBS code of practice and can provide evidence of DBS checks if required by the school.

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The lead must have safeguarding training and may be required to produce this certificate. All adults need to have read and understood part 1 of 'Keeping Children Safe in Education'.

The Trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. A copy of their safeguarding policy and procedures is required.

3.0 INSURANCE

- 3.1 Lettings are made on the agreement that any School, Trustee or LAC member is indemnified by the Hirer against any loss, damage, costs and expenses during the use of a school site or premises. Neither the school or any director of the Trust shall be responsible for any injury to persons or damage to property arising from the letting of the premises/
- 3.2 The hirer is responsible for providing their own public liability insurance and personal injury insurance and may be asked to provide copies to the school. This should be up to £5m.
- 3.3 The school will not be responsible for damage caused to surrounding houses, cars, people etc. For example, balls etc leaving the sports pitch into public areas. This will be the responsibility of the hirer.

3.4 It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

4.0 LICENSES AND PERMISSIONS

4.1 The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

4.2 Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

4.3 Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

4.4 Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

4.5 The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

5.0 PUBLIC SAFETY

5.1 All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher

d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available

e) Performances involving danger to the public shall not be permitted

f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body

g) No unauthorised heating appliances shall be used on the premises

h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

6.0 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

7.0 FURNITURE AND FITTINGS

7.1 Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

7.2 Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

8.0 FOOD, DRINK and SCHOOL CATERING FACILITIES

8.1 No food and drink may be prepared or consumed on the property without the direct permission of the School in writing in line with current food hygiene regulations.

8.2 Third parties shall only be permitted to share use of kitchens and/or equipment where an authority is given in writing.

9.0 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School. The Hirer must also obtain any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

10.0 SMOKING and INTOXICATING SUBSTANCES

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted. No intoxicating substances are allowed on site unless covered by section 6.6

11.0 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

12.0 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

13.0 DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

14.0 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

15.0 RULES

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

16.0 CHARGES, PAYMENTS AND CANCELLATIONS

16.1 The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

16.2 The Trustees will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the School of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the School as to whether a letting should be cancelled shall be binding on the hirer.

- 16.3 Payment must be in advance unless agreed in writing with the school and must be received by 4pm on the working day before the booking or the hirers may be locked out.
- 16.4 The hirer will be sent an invoice which will be offset against the payments made, no additional receipt will be issued.
- 16.5 Payment should be by BACS, Parent Pay, standing order, cheque. Cash will not be taken as payment.

17.0 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

18.0 STORAGE ANCILLARY TO THE LETTING

The permission of the School must be obtained before goods or equipment are left or stored on the premises.

19.0 LOSS OF PROPERTY

The Local Academy Committee cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

20.0 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

21.0 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

XXXXXX SCHOOL - FACILITIES BOOKING FORM

BY SIGNING THIS FORM, YOU AGREE TO THE SCHOOL'S TERMS & CONDITIONS, AVAILABLE ON REQUEST OR VIA THE SCHOOL'S WEBSITE XXXXXXXX

NO BOOKING IS CONFIRMED UNTIL PAYMENT OR ANY NECESSARY LICENCES ARE RECEIVED BY THE SCHOOL

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO THE SCHOOL AT
XX XXXXXX XXXX XXX

FULL NAME OF HIRER:

ADDRESS:

NAME OF ORGANISATION:

EVENING CONTACT NO:

DAYTIME CONTACT NO:

| | | | | | | | |
|-----------------|--|--------------------|--|-----------------|--|----------------|--|
| Sports Hall | | 3G football pitch | | Tables & chairs | | Changing rooms | |
| Activities Hall | | Basketball Pitches | | Canteen | | Playground | |
| Climbing Wall | | Drama Hall | | Kitchen | | Other | |

| | |
|--|--|
| DATES OF HIRE: | |
| TIMES REQUIRED (including set up time) | |
| NUMBER OF PEOPLE ATTENDING: | |
| TYPE OF EVENT e.g. Sporting activity/wedding | |

NB: ALCOHOL & ADMISSION CHARGES: If you intend to serve/sell alcohol or charge an admission charge to an event, you are likely to need a special licence. Please outline the details on a separate paper and attach it to this form. The school will require any licence to be submitted 7 days in advance of the event or it will be cancelled. The hirer is also responsible for displaying any such licence appropriately on the day,

I agree to accept full responsibility for the conduct and behaviour for all persons who attend the event above. I have read and accept the school's terms and conditions.

Signed:

(The Hirer)