



LETTINGS POLICY

September 2021

Introduction

Cann Bridge School 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 is to support the school in providing the best possible education for its learners, and any lettings of the premises to outside organisations will be considered with this in mind.

The schools delegated budget (which is provided for the education of the learners) will not be used to subsidise any letting 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 schools of any use of the premises by an outside organisation must be reimbursed to the schools budgets.

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) or a commercial organisation (such as the local branch of ‘Weight Watchers’). A letting must not interfere with the primary activities of the schools, which is to provide a high standard of education for all of its learners.

Use of the premises for activities such as staff meetings, parents’ meetings, School and individual School Committee meetings and extra-curricular activities of learners supervised by school staff, fall within the corporate life of the School. Costs arising from these uses are therefore a legitimate charge against the schools delegated budgets.

Charges for a Letting

The School 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, lighting & maintenance)
- 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 applicable)

VAT

All lettings are charged VAT at the current rate of 20% for lettings of less than 10 weeks. This will change as and when the rate of VAT changes.

Management and Administration of Lettings

The Headteacher of the School (or a designated person) is responsible for the management of lettings, in accordance with the School’s policy. Where appropriate, the Headteacher may delegate all or part of the responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult the Chair of the School Governing Board who is empowered to determine the issue on behalf of the School.

Safeguarding and Child Protection

The Governing Board is responsible for ensuring that the schools have effective policies and procedures for safeguarding children and young people (S.175 Education Act 2002). Where school premises are let to other organisations and young people participate in the business/service of the hirer (ie. They are on site during the specified times of hiring) the Governing Board will seek written assurance that the hirer has appropriate policies and procedures in place with regard to safeguarding children and child protection. Most

importantly in these circumstances, the Governing Board will require written assurance from the hirer that all those engaged by the hirer (ie. Staff and/or helpers) to supervise children or regularly work with them in any other capacity, have been vetted, where necessary, through the DBS process and are deemed to be suitable for the role. Where these written assurances have been given and the Governing Board is made aware that the said arrangements are not in place, the Governing Board reserves the right to terminate the contract with immediate effect and without any financial liability falling to the school. Similarly, the Governing Board reserves the right to see the hirer's policies/procedures regarding safeguarding and child protection where they deem it necessary.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated members of staff), who will identify their requirements and clarify the facilities available. An Initial Request Form should be completed at this stage. The School (through the Headteachers) 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 a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the School's current charges.

The hirer should be the 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 individual bank account, in order to offset the costs of services, staff 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

As an alternative to asking each organisation to separately arrange public liability insurance and accidental damage insurance (see terms and conditions), individual Schools have a single policy covering all lettings, to recoup the cost of the insurance premium via the lettings fee which is charged to individual hirers.

There are exceptions which the School reserves the right to apply whereby responsible keyholders or external hirers are deemed proficient in the supervision of an activity without the presence of a member of School staff. In such cases the hirer will be asked to provide evidence of their own public liability insurance, thus transferring the risk to the hirer and away from the School. **TERMS AND CONDITIONS**

FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Persons involved with the hire may have to undergo School a criminal records check via the Disclosure and Barring Service (DBS). Where DBS checks are necessary these checks must be made in advance of the hire to ensure that clearance is confirmed prior to the hire taking place. The cost of the DBS check will be met by the hirer but the school is able to use its usual process to speed up the check process. The responsibility for undertaking vetting checks and any associated costs rests with the hirer and is not the responsibility of the school concerned.

Any adults working with the Schools learners (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools.

Priority of Use

Individual Headteachers, or other designated member of staff, will resolve conflicting requests for the use of the premises, with priority at all times being given to Schools functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation and good order for the full duration of the letting and until the premises are vacated.

Public Safety

Reviewed March 2014, 2016, September 2016, 2018, 2019, 2021

Next review due September 2023 – reviewed 09.2022 due to cost increases for the school

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable – the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so at their own risk. It is also the Hirer's responsibility to ensure that they make themselves aware of emergency evacuation procedures (see Page 7, para 6).

Damage, Loss or Injury

EITHER:

The Governing Board has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rate cost of the insurance premium has been included in the hire charge.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Schools fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

School equipment may only be used if requested on the initial application form, and if the Headteacher, or designated member of staff, approves its use. Responsible adults must supervise the use of any equipment, which is issued, and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application and a copy of the certificate supplied.

Car Parking Facilities

Reviewed March 2014, 2016, September 2016, 2018, 2019, 2021

Next review due September 2023 – reviewed 09.2022 due to cost increases for the school

Subject to availability, these may be used by the Hirer and other adults involved in the letting. All vehicles must be correctly insured and all drivers must hold a full UK driving license.

Toilet Facilities

Access to the school's facilities is included as part of the hire arrangements

First Aid Facilities

There is no legal requirement for the Schools to provide first aid facilities for the Hirer. It's the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the School, in line with the current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor/Illegal Substances

No intoxicants or illegal substances shall be brought on to or consumed on the Schools premises.

Smoking

The whole of the School's premises is a non-smoking area, and smoking is not permitted.

Heels and Shoes

No stiletto or any type of thin heel should be worn in areas where this may damage floor finishes. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the School against all sums of money, which the School may have to pay because of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Reviewed March 2014, 2016, September 2016, 2018, 2019, 2021

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Hire charges are reviewed annually and the current charge is set out in the hire Agreement. Charges will be invoiced at the commencement of the hire period for the agreed period or monthly by negotiation.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the School on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 14 days' notice is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. The cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any person without direct permission of the Governing Board of the school. Certain exceptions may apply (as outlined earlier).

Right of Access

The School reserves the right of access to the premises during any letting. Individual Headteachers or members of the School may monitor activities from time to time.

Equipment

Equipment may be set up and packed away by a designated member of staff. In certain circumstances the Hirer may be required to assist with the setting up and packing away of specialist equipment. The Hirer must ensure that they or anyone using the facilities must not move or adjust any of the equipment (unless stated otherwise) and contact a member of staff.

Promotional Literature/Newsletters

The School reserves the right to request that a draft copy of any information to be distributed to participants or Schools must be sanctioned by the individual Headteacher or a designated member of staff a week prior to distribution by the Hirer.

Conclusion of the Letting

The Hirer shall, five minutes before the end of the hire period, leave the accommodation in a reasonably tidy condition. This is to ensure all bookings and people using the facilities start on time without delay. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the School by the nearest exit and assemble on the Multi Use Games Area adjacent to the car park. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

ANNEXE 1

CATEGORY STRUCTURES

Category	Description	Examples	Charge to customer
A	<p>Designated usage</p> <p>Likely to be the largest group to use educational premises and grounds; this reflects the view that educational and community usage is the most valid extended utilisation of such premises</p>	<p>School meetings (governors, PTA, staff)</p> <p>Curriculum related activities (plays, concerts)</p> <p>Fundraising activities for School funds</p> <p>Adult education programmes supported by the LA, partner voluntary organisations and the Further Education Funding Council</p> <p>Other local groups which the Governors consider fall into this category</p> <p>Use of premises by the Local Authority</p>	Rate to cover costs of providing the facilities
B	<p>Private usage</p>	Any other use not included above	Rate set out in Annexe 3

NB – School meetings (eg. Governors, PTA, staff) and curriculum related activities (eg. plays, concerts) will not be charged for all stakeholders within the School. However, individual schools reserve the right to levy a charge to other schools – this is discretionary.

ANNEXE 2

PRICING STRUCTURES

Basic criteria:

- Day time lets to Category A may incur additional charges as determined by the School and may apply as deemed necessary
- Evening lets will incur a charge in line with the relevant Category whilst attempting to reduce this as much as is feasible. The Schools reserve the right to charge hirers at Category B rates as necessary to provide the service required
- Weekend hirers will be charged at a rate to cover all necessary overheads (including the presence of a member of the caretaking team if this is felt to be necessary).

Rates for caretaking provision are based wholly on the cost of providing such cover. These rates are set by the School in negotiation with rates laid down by Plymouth City Council and apply throughout the hiring process, as applicable. These are as follows:

Caretaking – Letting rates		
		With 'on-costs'
Monday – Friday	£8.03 per hour	£9.75
Saturday	£10.04 per hour	£12.50
Sundays and Bank Holidays	£13.39 per hour	£16.00
Nights (10.30pm – 6.00am)	£13.39 per hour	£16.00

Through this Lettings Policy the School has endeavoured to streamline lettings fees and the costings include the following (where applicable)

- Utilities costs (eg, gas, electricity, water)
- Caretaking
- Cleaning
- Administration
- Wear and tear
- Use of specific equipment

IN ADDITION THE FOLLOWING CHARGES APPLY:

Use of changing room facilities £8 per booking

Use of PE equipment £4 per booking

Use of catering facilities £30 per hour (to include the presence of a member of the Academy staff)

NOTE

VAT at 20% is payable on all lettings of less than 10 weeks.

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ANNEXE 3

LOCATIONS AND CHARGES (whole site) (PER HOUR unless otherwise stated) (rounded to the nearest 25p)

LOCATION	CATEGORY A (£) Exc. VAT	CATEGORY A (£) Inc. VAT	CATEGORY B (£) Exc. VAT	CATEGORY B (£) Inc. VAT
Classrooms/Offices (average)	9.00	10.80	15.00	18.00
Computer rooms	10.00	12.00	16.00	19.20
6 th Form Common Room	15.00	18.00	20.00	24.00
Dance studio (New)	10.00	12.00	16.00	19.20
Meeting Rooms	8.00	9.60	14.00	16.80
Library	15.00	18.00	20.00	24.00
Fitness Suite (whole)	10.00	12.00	16.66	20.00
Fitness Suite (per person)	2.50	3.00	2.50	3.00
Sports Hall	10.00	12.00	25.00	30.00
Assembly Hall	10.00	12.00	28.00	33.60
Badminton Court	5.83	7.00	5.83	7.00
MUGA	10.00	12.00	12.50	15.00
All Weather Pitch (3G)	25.00	30.00	54.16	65.00
Playing Fields	4.00	4.80	6.66	8.00
Car boot sales (external)	4.00	4.80	6.66	8.00
Soundhouse – All Performing Arts studios	6.00	7.20	10.00	12.00
Soundhouse – Dance studio	6.00	7.20	10.00	12.00
Soundhouse – Arena	10.00	12.00	25.00	30.00
Hydrotherapy Bath	15.00	20.00	25.00	30.00
Sensory Room	10.00	12.00	15.00	18.00
Immersive Room	10.00	12.00	15.00	18.00
Soft Play	10.00	12.00	15.00	18.00
Gym	5.83	7.00	5.83	7.00

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ANNEXE 4

CANN BRIDGE SCHOOL LETTING INITIAL REQUEST FORM

Name of Applicant:
Address:
Telephone Number:
Name of Organisation:
Activity of Organisation:
Details of premises requested:
Day of Week Requested:
First choice: Second choice: Third choice:
Start Time:
Finish Time:
(please allow time for your preparation and clearing up)
Dates Required:
Use of equipment (please specify your request):
.....
Details of any Electrical Equipment to be brought:
Maximum Number of Participants:
Age Range of Participants:
Number of Supervising Adults:
Relevant Qualifications of Supervising Adults:
Where applicable have List 99 and/or DBS checks been carried out?
.....
When? By Whom?

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information:
.....

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed:

Date: