

CROMWELL ACADEMY

LETTINGS POLICY

Introduction

The Governing Body 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 Body is to support the school in providing the best possible education for its pupils, 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 pupils) will not 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.

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 activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils 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.

Charges for a Letting

The Governing Body 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).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Governors Finance and Premises Committee for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from the School Finance Adviser at Shire Hall, Cambridge.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff (such as Administration 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, he will consult with the Chair of the Finance and Premises Committee, who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher or Finance Officer, who will identify their requirements and clarify the facilities available. An *Initial Request Form* (a copy of which is attached at the end of this Policy) should be completed at this stage. The Governing Body 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 through FMS6 for the cost of the letting, in accordance with the Governing Body'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 that are received by the school will be paid into the school budget through FMS6, 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.

Specific Organisations Using the School Premises

Cromwell Academy Kids Club

The Governing Body recognises the importance of a before and after school 'kids club' being available to children in the area and the benefits that can accrue to both the local community and the school through such groups operating on the school premises.

Cromwell Academy Friends (CAF) – The committee of CAF will be bound by the terms and conditions as set out in this policy. The governing body will approve use and consider or waiver charges on a case by case basis.

Supply of Alcoholic Drinks

The sale or provision of alcoholic drinks to those attending a function or activity, at the school, requires the approval of the Governing Body.

Licensing

The Governing Body will ensure that appropriate licences are held or obtained to cover functions or activities taking place on school premises. These may include some or all of the following:-

- licences to sell alcohol;
- public entertainment licences;
- theatre licences;
- lotteries/Gambling Licences;

Security and Supervision

In dealing with matters relating to the use of school premises out of normal hours, the Governing Body will consider the need to protect the fabric, equipment and furniture of the school, together with the need to ensure the premises are properly secured when not in use. In the event of any group abusing the privilege of use, the Governing Body shall be entitled to suspend use by that organisation, either temporarily or on a permanent basis. It is not normal practice to require the Site Officer to be present on the premises when they are in use after school hours for the duration of the let but, if the Governing Body considers that it is essential that the Site Officer does remain present throughout the period, the cost of this service will be included in the charge to the organisation letting the school premises as an additional fee.

School Kitchen

The use of school meals equipment and facilities, other than access to facilities for boiling kettles and washing up, will not be approved without separate permission in writing from the school meals service. It will be a condition of use, when approved, that a cook or other member of the canteen staff will be present throughout the letting and the hirer will be required to pay the cost of the person involved and also to make other appropriate payment in respect of the equipment and services.

Public Liability and Accidental Damage Insurance

The hirer will be directly responsible to the Headteacher and Governing Body of the school for the proper use of the school premises and will be required to reimburse the Authority for all

expenses incurred in reinstating structural damage and to the school for maintenance repairs caused by the hirer or any person admitted to the premises by the hirer.

Where the hirer is hiring the premises for a dramatic or operatic production or for any other purpose that involves the admittance of the public for an outside fee, they are required to take out an insurance policy to cover liabilities. The hirer must prove to the Governing Body that it has appropriate public liability insurance to cover all its 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. The minimum limit for this insurance cover is £2 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Conclusion

The above arrangements for letting of the school premises are put in place to ensure that safe and effective use of the premises is made, the interests of the school are protected and the quality of the facilities is maintained. They are not, in any way, intended to restrict the use of school premises to the detriment of the community.

This Policy has been produced collaboratively and is a reflection of the shared values of the Staff. It will be reviewed every year; or earlier if there are significant changes.

S Baldwin
Headteacher

CROMWELL ACADEMY

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 may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (CRB). If a particular letting involves contact with the school’s pupils, all personnel involved must be checked against List 99 and undergo a CRB check, in accordance with DfES guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term’s notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school’s pupils (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

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school 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.

Behavior

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

Public Safety

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 in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its 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. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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 school 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

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment that 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.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

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

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is 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. Use of the schools resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. If food and drink are to be prepared in the school site it is the Hirer's responsibility that a member of staff has a Food Hygiene Certificate and this must be supplied when signing the letting contract. All litter must be placed in the bins provided.

Intoxicating Liquor

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

Smoking

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

Heels and Shoes

No stiletto or any type of thin heel is to be worn. 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 Local Authority against all sums of money which the LA may have to pay by reason 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

Hire charges are reviewed annually and the current charge is set out in the **Hire Agreement**.

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 Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way 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 Site Officer will be responsible for the security of the premises before and after (and where necessary during) the hire and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Resource Management Committee may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. 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 playground. 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.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

**CROMWELL ACADEMY
SCHOOL LETTING - INITIAL REQUEST FORM**

| | |
|--|--------------|
| Name of Applicant: | |
| Address: | |
| Telephone Number: | |
| Email Address: | |
| Name of Organisation: | |
| Activity of Organisation: | |
| Details of Premises Requested (Hall, Playground, Football Pitch etc): | |
| Days 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 School 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 or/and CRB 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)*.

Evidence Seen and Copied on _____ (date) _____ (Signed)

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

_____ (date)

(Signed)

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

_____ (date) _____ (Signed)

Any other relevant information:

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

Print Name:

Signature:

Date:

CROMWELL ACADEMY

HIRE AGREEMENT

| |
|--|
| 1. The Governing Body of Cromwell Academy |
| 2. The Hirer: |
| Address: |
| Telephone Number: |
| 3. Areas of the school to be used: |
| 4. Specific nature of use: |
| 5. Maximum attendance: |
| 6. Details of any school equipment to be used: |
| 7. Date(s) of Hire: |
| 8. Period(s) of Hire: |
| 9. Fee (specify per hour or per session): £ |

10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

| | |
|------------|-----------------------------------|
| Signature: | (The Hirer) |
| | (On behalf of the Governing Body) |

CROMWELL ACADEMY

PREMISES HIRE

WITH EFFECT FROM 1ST APRIL 2015 (increase x 5%)

COMMUNITY HIRE RATES

| | Weekdays | Evenings (6 – 11.00pm) and Weekends |
|--|-----------------|--|
| Hall | £21.00 per hour | £28.00 per hour |
| Community Room for Kids Club/Pre-School | £7.50 per hour | £21.00 per hour |
| Classroom (if available) | £139.00 per day | £152.00 per day |
| Netball/Playground/Pitch | £21.00 per hour | £28.00 per hour |

COMMERCIAL HIRE RATES

| | Monday – Thursday Evenings | Friday Evenings/ Saturdays/Sundays |
|--------------------------|---------------------------------------|---|
| Hall | £35.00 per hour | £41.50 per hour |
| Community Room | £21.50 per hour | £29.00 per hour |
| Classroom | £157.00 per day | £183.50 per day |
| Netball/Playground/Pitch | £35.00 per hour | £41.50 per hour |

UNIFORMED GROUPS (e.g. Cubs, Brownies, Guides, Scouts, Beavers)

| | |
|---|--------------------|
| Indoor sessions (e.g. Hall, Classroom, Playground) | £28.00 per session |
| Football Pitch (e.g. Cubs) | £28.00 per session |

(Additional meeting will be charged at normal Community Rate)

- Please note that School Events e.g. Parents Evenings and School Productions may result in the premises being unavailable on these occasions.
- Hire of equipment can be negotiated. If you wish to use the school's equipment please contact the school office for a price.
- Community hires are those who have been registered as a Community group with local area or national organisations.