



## Lettings Policy

Applicable to:	✓	Astley Community High School
	✓	Seaton Sluice Middle School
	✓	Whytrig Middle School
Approval body:	Resources Committee	

### Status:

Statutory policy or document	No
Review frequency	Governing Body to determine
Approval by	Governing Body to determine

### Publication:

Statutory requirement to publish on school website	No
Agreed to publish on school website	Yes

### Review:

Frequency	Next Review Due
Annually	April 2020

**Version Control:**

<b>Author</b>	<b>Creation Date</b>	<b>Version</b>	<b>Status</b>
Business Manager (SH)	17 June 2015	1.0	Final approved version for 2015-16
<b>Changed by</b>	<b>Revision Date</b>		
Business Manager (SH)	23 June 2016	2.0	Final approved version for 2016-17
SSP & Community Learning Manager (MAD)	20 June 2017	2.1	Draft revised version for 2017-18
Business Manager (BW)	22 June 2017	2.2	Updates to draft revised version for 2017-18
SSP & Community Learning Manager (MAD)	11 July 2018	2.3	Updated for 2018-19
Business Manager (BW)	18 July 2018	3.0	Final approved version for 2018-19
SSP & Community Learning Manager (MAD)	12 June 2019	3.1	Updated for 2019-20 including proposed new pricing structure for peak / off-peak and Category 1/2 customers
Business Manager (BW)	4 July 2019	4.0	Final approved version for 2019-20

## **1 Overview**

- 1.1 This policy applies to all lettings for the Seaton Valley Federation (Elsdon Avenue site shared by Astley Community High School and Whytrig Middle School, and Seaton Sluice Middle School) for the period 1 September 2019 to 31 August 2020.

## **2 Definitions**

- 2.1 A letting is any use of the school buildings and grounds by parties other than the school. This may include community groups, commercial organisations or private individuals.
- 2.2 Activities that fall within the corporate life of the school are not considered to be lettings. These include extra-curricular activities for students of ACHS, WMS and SSMS, school functions, events and performances and governing body meetings. Agreed arrangements with Northumberland County Council for the use of school premises by the Library Service and Customer Services are not considered to be lettings as alternative financial arrangements are in place.

## **3 Policy Statement**

- 3.1 The governing body regards the school buildings and grounds (which are owned by Northumberland County Council) as unique community assets and will make every reasonable effort to enable them to be used when not required by our schools.
- 3.2 We aim to:
- ensure that the delegated budget shares of the schools are not used to subsidise the community use of premises
  - generate additional income and reinvest this in the schools
  - provide open and consistent charges that are publicly shared which differentiate between community groups/private individuals and commercial organisations
  - ensure that buildings and grounds are in good working order and compliant with relevant standards of health and safety
  - provide efficient administrative and financial procedures for bookings

## **4 Charges for lettings**

- 4.1 The governing body is responsible for setting charges for letting of the school premises. The charges for lettings are provided at Appendix 1 and will be reviewed annually by the Resources Committee, usually with effect from 1 September each year. The Executive Headteacher and Business Manager will have sole discretion to discount the charges for any new hirers by up to 20% for a maximum period of three months. Details of charges will be published and made available to the potential hirer in advance of any letting being agreed.
- 4.2 The Executive Headteacher and Business Manager can determine which category of charge applies to any particular individual or organisation.

## **5 Management of lettings**

- 5.1 The governing body has delegated day-to-day responsibility for lettings in accordance with this policy to the Executive Headteacher. Where appropriate, the Executive Headteacher may delegate all or part of this responsibility to the Business

Manager, such as administration, security and health and safety, whilst still retaining overall responsibility for the lettings process.

- 5.2 All bookings will be subject to both parties entering into a formal lettings agreement which will set out the terms and conditions of use. No letting will be regarded as booked until the Lettings Agreement has been authorised by the Executive Headteacher or Business Manager, any requirements to inspect the organisation's insurance, child protection policy or other formal documents have been met, and payment has been received in accordance with the terms of the Letting Agreement and the charges in Appendix 1 (taking into account any discretion exercised under section 4 above).
- 5.3 The Executive Headteacher has the sole right to refuse to enter into a lettings agreement with a potential hirer but will not unreasonably do so. For example, this may be based on an assessment of the risks associated with the activity and the capacity of the school to meet any specific legal requirements in relation to its role as operator of the facility. The reason for refusal will be recorded and explained to the individual or organisation.

## **6 Insurance**

- 6.1 All hirers from commercial organisations and formal community groups will be responsible for providing evidence at the time of booking that they have adequate Public Liability Insurance and, where they engage employees, Employer's Liability Insurance to the values deemed appropriate by the Insurance Section of Northumberland County Council (currently a minimum of £5 million for each incident for Public Liability Insurance and a minimum of £10 million for each incident for Employer's Liability Insurance).
- 6.2 Subject to entering into an appropriate Service Level Agreement with Northumberland County Council (or alternative provider) and any prior approval required by the insurers, the governing body may at its sole discretion provide Third Party Hirer's Public Liability Insurance for the benefit of informal community groups and private individuals at no additional cost.

## **7 Safeguarding of children and vulnerable adults**

- 7.1 Any hirer whose use of the premises will include activities that fall within the definition of "regulated activity" with children or vulnerable adults will be required to adopt and implement appropriate recruitment practices including vetting and barring checks which meet at least minimum statutory requirements.
- 7.2 All hirers that are providing services to children are required to have their own child protection policy, which is considered to be fit for purpose by the federation, that makes it clear to staff, parents and children what the organisation will do to keep children safe and how any concerns will be dealt with. A copy of this policy must be provided in advance of any letting agreement being signed by the federation.

## **8 Monitoring and review**

- 8.1 An annual report on lettings will be made to the Governing Body and will include information on users, income and expenditure, any incidents/accidents and any lettings refused.

## Appendix 1: Hourly Lettings Charges - 1 September 2019 to 31 August 2020

Area	Category 1 - Private individuals and charitable/non-profit making community groups	Category 2 - Commercial organisations or organisations that charge a fee for activities
<b>Sports Hall, Changing Rooms and Toilets</b>		
Off Peak	£25.00	£30.00
Peak	£30.00	£36.00
<b>Swimming Pool, Changing Rooms and Toilets</b>		
Off Peak	£38.00	£46.00
Peak	£46.00	£55.00
<b>Main Hall</b>		
Off Peak	£25.00	£30.00
Peak	£30.00	£36.00
<b>Gym, Changing Rooms and Toilets</b>		
Off Peak	£18.00	£21.50
Peak	£21.50	£26.00
<b>Outdoor Pitches (e.g. football or rugby pitches), Changing Rooms and Toilets</b>		
Off Peak	£21.50	£26.00
Peak	£26.00	£31.00
<b>Car Park Only (all other bookings include use of a car park)</b>		
Off Peak	£21.50	£26.00
Peak	£26.00	£31.00
<b>Classrooms/Meeting Rooms</b>		
Off Peak	£14.00	£17.00
Peak	£17.00	£22.00

### Peak / Off Peak

- Off peak lets are Monday to Friday during term time
- Peak lets are all weekends and Monday to Friday during school holidays

### Minimum Charge

- All weekend lettings are subject to a minimum charge of £52.00 per day

### Regular bookings

- A single booking of the same area for 38 weeks or more per year will be discounted by 10%

### Simultaneous bookings of two areas or more

- Hirers will be charged 100% of the charge for the area with the highest charge and receive a 50% discount for each additional area booked
- This includes 'retainer' bookings where hirers wish to guarantee that two areas are available but will only use one area (e.g. the sports hall or outdoor pitches depending on weather conditions)
- Where relevant, the regular booking discount above will also apply

### Cancellations

- Cancellation fees will be charged based upon the notice given by the hirer
- Cancellation charges are as follows:
  - 14 or more days before commencement of the let - 10% of the total value of the cancelled let
  - 7-13 days before commencement of the let - 25% of the total value of the cancelled let
  - 2-6 days before commencement of the let - 50% of the total value of the cancelled let
  - Less than 48 hours before commencement of the let - 100% of the total value of the cancelled let
- Any let cancelled by the school will incur no charge

### Chairs/Tables

- Bookings at weekends that require chairs and tables to be set up may incur an additional charge
- Any charge will be confirmed before a booking is made

### VAT

- General (non-sports) lettings are exempt from VAT (includes use of table and chairs)
- General lettings which require use of school equipment e.g. projector, computer incur VAT at the standard rate (currently 20%)
- Sports lettings are standard rated unless the booking is a one off for a continuous period exceeding 24 hours, or is a series of 10 or more lettings booked by an **eligible body** with at least 10 lets booked in advance (and each let in the series must be for the same activity at the same location, and the interval between each let must be at least one day and no more than 14 days)
- An **eligible body** is defined as a school, club, association, or organisation:
  - whose articles / memorandum of association or constitution demonstrate that they are non-profit making;
  - representing affiliated clubs / constituent associations (e.g. a league);
  - who have in their constitution restriction preventing the distribution of any profits except to other non-profit making bodies or on winding up; and
  - who do not have any paid officers or paid connected officers
- Lettings to commercial organisations are always subject to VAT