

LETTINGS POLICY



FEARNHILL SCHOOL

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| Date of Issue | May 2020 |
| Review Date | May 2022 |
| Ratified by | F&P, Policy Sub Committee |
| Date | September 2020 |
| Produced by School | Yes |
| SLT responsible | Business Manager |
| Signatures: Chair of Governor Headteacher | |

Governor Responsibilities

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

The Local Authority controls the use of (community) school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day then the Headteacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).

The governors of Fearnhill School are keen to promote the Local Authority policy in encouraging the community use of school buildings and facilities.

Daily control of school lettings is the responsibility of the Headteacher (and his/her staff), who is authorised to negotiate fees within the limits determined by the Governing Body.

The Business Manager is responsible for maintaining records for each organisation/individual hiring Fearnhill School premises.

Charging Rates

The governors determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Finance Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Headteacher may use their discretion to give a 10% discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirers records.

Letting Applications

Enquiries for the hire of the school premises are directed in the first instance to the Business Manager. At the start of each hire period the hirer is asked to complete a letting agreement application form, setting out the facilities that they wish to use, the time that they wish to attend and the proposed dates on which they wish to use the facilities. For on-going lettings, a new application form is required at the start of each financial year. The application forms are forwarded to the Business Manager who ensures that the facilities and dates are available.

All applications to hire the premises are approved and signed by the Headteacher and in accordance with the delegation given by the Governing Body (refer to Appendix B to Section 1). The application form is then passed to the Business Manager for retention.

All hirers are expected to follow Fearnhill School's safeguarding policy and support the school's positive ethos.

Insurance

Prior to the first session of any hire period, the Business Manager will ensure that the hirer holds their own

public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate must be obtained and passed to the Business Manager for retention. If the hirer does not hold their own insurance, a charge will be made to include them in the school's cover, taken out through the Insurance Section at County Hall. This charge will be 5% of the per session cost, or £1.00, whichever is the greater. These charges are held separately within the school's accounting package and paid over to the Local Authority as the premium in the following academic year.

Diary

The Business Manager maintains a diary of all hirings and school use of the premises. This is annotated to reflect any issues that may arise, e.g. failure to turn up, cancellation and the reason why. The diary is referred to when raising invoices or dealing with queries raised by the hirer.

Deposits

'One-off' hirers are requested to pay a 10% deposit that is returnable after the event, providing that there is no damage or undue cleaning is required. Deposits will be cashed in advance of the hire and returned within one week of the hire taking place.

VAT

Where the hire involves the use of the school sports hall or sporting facilities, consideration must be given to the potential for VAT, as set out in the Local Authority 'Property Matters' guide and Section 12 of the 'Financial Handbook for Schools'. Where it is not clear whether the hirer is a club, the Local Authority questionnaire will be used to determine whether VAT is chargeable. (Please refer to Appendix C to this section of the financial procedures manual.)

The hire of equipment and some other specialist areas of the school may also be subject to VAT. In these instances, the Business Manager will either consult the VAT guidance published on thegrid or the taxation advisers at County Hall.

Invoicing

Invoices for casual hires are raised two weeks prior to the event taking place and full payment is expected 48 hours before the date of the hire. Failure to make payment will result in the hiring being cancelled and the deposit forfeited.

For regular hirings, invoices will be raised by the Finance Officer half-termly in advance through the accounting system, even though agreement may be made to settle these monthly in arrears. This will enable all invoices for a financial year to be raised prior to the year-end in question and all outstanding income to be identified for the accruals in the year-end accounts.

All income received is collected through the Finance Office and recorded in the accounting package by the Finance Officer. Receipts are issued for all income received. All income received must be paid into the school budget share account.

On a monthly basis the Finance Officer extracts a debtor report from the accounting package and reviews all invoices over 30 days old. Statements are issued to the outstanding hirers requesting payment and details of all chasing letters and responses retained on file. (Please refer to the school's policy regarding the chasing of outstanding income in Section B.) The report, along with any required explanations, is provided to the Business Manager for monitoring and further action as required.

Hire charges must be fully paid in advance of each session of hire

Hire Charge Rates for 2020/2021

Facility

Main Hall

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|------------------|-------|
| First Two Hours | £30 |
| Additional Hours | £7.50 |

Dining Room

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|------------------|-------|
| First Hour | £15 |
| Additional Hours | £7.50 |

Classrooms

Specialist Rooms

(e.g. art, cookery, tech)

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|------------------|-------|
| First Hour | £15 |
| Additional Hours | £7.50 |

General Classrooms

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|------------------|-------|
| First Hour | £15 |
| Additional Hours | £7.50 |

Playing Field (inc pitches)

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|----------|-----|
| Per Hour | £10 |
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Letting fees for block bookings will be negotiated.

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|-------------------------|-------------------------|
| FEARNHILL SCHOOL | Letting Ref: FS/ |
| Hiring Agreement | Invoice No: |

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| FEARNHILL SCHOOL | Headteacher, Fearnhill School, Icknield Way Letchworth Hertfordshire SG6 4BA Tel: 01462 621200 |
| Full name of Hirer | |
| Name of Organisation (if applicable) | |
| Address | |
| Telephone Number | |
| Purpose of Hire | |
| Facilities required | |
| Day(s) and Date(s) of Hire | |
| Hours | |
| Estimated number of people attending | |
| | |
| | |
| Hire Fee: | |
| Total Payable: | |
| Deposit: | |
| Balance to pay: | |

CHEQUES SHOULD BE MADE PAYABLE TO FEARNHILL SCHOOL

THE HIRER agrees to hire the part of the premises mentioned above subject to the conditions attached on the use of the school which I/We have read and with which we agree to comply.

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|---------------------|--------------------------------------|
| Signed by THE HIRER | Signed on behalf of FEARNHILL SCHOOL |
|---------------------|--------------------------------------|

THE HIRER shall, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

THE HIRER is responsible for making sure that the premises are not left unattended and unsecured at any time during or at the end of the hire period.

THE HIRER is responsible for the behaviour of and any damage/offence caused by members of the group or any other person they invited on site.

The facility is to be vacated promptly at the end of the session; all areas used are to be left clean and tidy, if appropriate, lights and equipment are switched off.

The hours of hiring must allow for preparing for the event and cleaning up afterwards. A representative of the hiring organisation must stay on site until the key holder arrives to lock up. All rubbish must be removed from the school site.

THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in an unlawful way.

THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

THE HIRER shall comply with all conditions and regulations made in respect of the premises by Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing. If a licence is needed e.g. for a performance THE HIRER'S must make an application to the appropriate authority at least 21 days before the event.

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

THE HIRER shall ensure that no dogs are on the school site at any time (except guide dogs).

At the end of the hire, THE HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the School shall be at liberty to make an additional charge. THE HIRER should include time needed for preparation and clearing up in establishing the total time of hire required.

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and only proper persons have access to the children.

THE HIRER will need to visit the premises prior to the letting to familiarise themselves with escape routes and the position of fire alarms and fire extinguishers. If the school does not have an emergency lighting system, THE HIRER'S should appoint stewards with torches who have been given instructions as the fire escape procedures. If there is a fire, THE HIRER'S should call the Fire Service.

Users of the school are responsible for safeguarding their own personal effects or other property and all such items brought into the premises shall be placed/and or used there entirely at the owners risk.

Temporary decorations shall not be erected or fixed in any way to any part of the premises without prior consent being obtained.

It is the responsibility of THE HIRER to ensure that all refuse resulting from the hire is removed from the premises.

No activity shall be carried out on any part of the premises which might constitute a risk either to Health & Safety or to surrounding properties.

Hirers will be charged for the use of the premises if they do not give adequate notice of their cancellation of the booking.

Cars are to be parked on hard core surfaces only and the driveways are to be kept clear at all times. Cycles are not to be ridden on site. Please ensure the access around the site agent's house is not obstructed at any time.

It is forbidden to use any other part of the school other than the area hired; it is the responsibility of THE HIRER to ensure everyone in their party understands and respects this. Please ensure that **all children** on site are kept under **strict supervision** at all times.

No equipment belonging to the school is to be used unless by prior agreement with the school.

Entry to and exit from the school buildings are allowed via entrance doors only, not via emergency exits.

The key holder is to be informed of any inadequate facility or occurrence of damage or injury.