



# Lettings Policy

Approved by: Full Governing Board

Date: Awaiting approval at FGB on 18<sup>th</sup> July 2023

Next review due by: July 2024

The letting of the school premises by the community is welcomed, subject to the following conditions:

- Use of the premises for school functions will take priority over lettings.
- Organisations seeking to let space within the school will be vetted according to the government's Prevent guidelines; any suggestion that an organisation supports or condones radicalisation or extremist viewpoints will lead to lettings arrangements being revoked or refused.
- West Moors Middle School is committed to safeguarding young people. Where appropriate, the school reserves the right to request copies of DBS checks certificates for any adult seeking to run clubs or activities involving children or vulnerable adults on the premises.
- The Governing Body will set charges for lettings guided by these principles:-
  - Lettings to the school PTFA will be free of charge.
  - Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration.
  - Where a letting is subsidised by the Youth Community Service that Service will determine the proportion of the letting charge to be paid direct by the Hirer.
  - Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
  - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body

## **VARIATION OF SCALES OF CHARGES AND CANCELLATIONS**

- The Hirer acknowledges that charges may be increased in accordance with the rates from time to time agreed by the School or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- The school premises will not be let to individuals or organisations if there is reason to believe the name of the school will be brought into disrepute.
- Decisions whether to permit lettings of the school premises\grounds will be made by the Headteacher. If the Headteacher believes a letting should not be permitted he\she will report the reasons to the ICT and Resources committee.

### **Proposed Lettings charges as from April 2023:**

Hall or technology area: £60 per hour

For community or non-profit: £40 per hour

Other (e.g. hard area for Boot sale, use of toilets or specialist equipment, different room or length of session etc.) Negotiable at head's discretion

These charges will be reviewed annually by the ICT and Resources Committee of the Governing Body.

## **Use of Playing fields and School Grounds**

- The playing fields must be left in a fit state after any letting. Should any damage occur, the school can make arrangements to recover the costs of making good from the hirer.
- Additional damage and/or costs may occur when lettings involve camping/caravans, heavy vehicles/equipment, horses. However, this type of use is to be discouraged as it is most likely to cause damage to playing field and detrimental to the school's ability to provide the PE curriculum.)

## **VAT on lettings**

- Letting land, premises or a room is generally exempt from VAT. This includes the provision of minor equipment such as tea/coffee making facilities or a TV/video. This does not include sports equipment or facilities, although the letting of a sports hall for a meeting or other non-sports purpose is still exempt.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- The exempt charge is not affected by the use the hirer makes of the room, even if the hirer is charging an admission fee (it will be the responsibility of the hirer to add VAT to their admission charge if they are eligible to do so). However, if the school holds an event and charges an admission fee, those fees will be taxable.
- If hiring sports pitches, equipment or facilities for a single session, VAT will apply. However, if the letting is to a school, club or body with a written constitution, the letting can be VAT exempt if all the following conditions are met
  - A series of 10 or more sessions are booked
  - The interval between each session is at least one day and no more than 14 days
  - Each session is for the same activity
  - The group has exclusive rights during those sessions
- Charges for parking, caravan or tent pitches are always subject to VAT.

## **Bookings and payments**

- Applications for the use of the premises should be made to the Headteacher, on a booking form available from the school office
- Arrangement for payment of fees should be agreed with the Senior Administration Officer

## **Indemnity and Insurance**

- The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the School insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).
- Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the User and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. Employer's liability cover must be maintained for an amount not less than required under statute.
- The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.

## **PROTECTION OF PREMISES AND MOVABLE PROPERTY**

- Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the School shall make it good and the Hirer shall pay the cost of such reparation.
- The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer. Any windows opened must be closed before leaving.
- Stiletto or metal tipped shoes must not be worn in the hall.
- If it is necessary for the hirer to be given a key, this is subject to a refundable deposit of £50.
- A booking form should be completed, and the signature of the hirer confirms acceptance of the Dorset Council conditions printed on the reverse of the form. One copy is kept by the hirer, and one returned to school.
- Hirers are responsible for safety of personnel and property during the hiring.
- Hirers are to use only the areas booked, and other parts of the school are strictly out of bounds.
- Sometimes it will be necessary to advise the hirer of the security door PIN if the Caretaker is not available to open the school. This will be on the strict understanding that this information is confidential. The security code is changed periodically.

## **Occupancy of the Hall**

Safe occupancy has been assessed in the Fire Safety Assessment as 300 persons. This refers only to public usage, and not where the usage is under control – e.g. members of staff overseeing pupils leaving – so normal school procedures are acceptable. Inward opening doors do not count towards emergency exits – if the hall was to be used for more than 300 people the inward opening doors could be propped open and 60 people added per door. Although the hall has lots of doors, several of them feed into the same external doors, and it would appear that only the main exit and the pupil exit have been used in this assessment. To use the doors leading into the staff corridor to increase capacity, other exits must be available, e.g. kitchen.

## **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.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.
- The Hirer will be responsible for considering first aid implications for users: during school time the first aid coverage is for pupils only.
- The Hirer should ensure that authorised users are aware of school fire drill procedures so that they can conform in the event of hearing the fire bell.

## **COPYRIGHT OR PERFORMING RIGHTS**

- The school premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body's ICT and Resources committee.
- The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset Council against all sums of money which the Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire

## **SUB-LETTING**

- The Hirer is not permitted to sub-let to another person.

## **INTOXICATING LIQUOR**

- No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

## **SMOKING**

- Smoking is not permitted anywhere on the school premises, including the school grounds.

## **DOGS**

- Dogs are not permitted on school premises, including school grounds, at any time, with the exception of assistance animals.

## **PARKING**

- The school is a busy, working environment during school days/term time. Hirers must ensure that, where practicable, users are encouraged to park legally on the external roads adjoining the school so that normal traffic associated with the education of children is not affected.

## Appendix 1 – Additional safeguarding risk assessment for regular use of Rooms 1 and 2

In consultation with Dorset LA, the school outlines the following precautions to ensure that all parties are properly protected:

- Organisers and those in-charge of the use of these rooms on a regular basis, should sign-in at the front office so that any significant school events (E.g. fire drills) can be mentioned and projected visitor numbers can be discussed and badges passed over.
- Users should arrive and leave at times separate to the main transit times for pupils:

am (arrival/leave times)	pm (arrival/leave times)
9:20 – 10:45	2.00 – 3:15
11.15 – 1.00	3:45 onwards

- Users sanctioned by the Hirer should be met by the organiser via the door clearly marked and nearest this wing of the school. NOT the front entrance.
- Users sanctioned by the Hirer should sign in and be given a school visitor lanyard to be worn at all times.
- New users should be asked to read the schools child protection summary (see appendix 3) paying particular note to the prohibition of mobile phone and other smart devices anywhere on the school premises.
- Organisers and those in-charge should keep a register of all users who have read the child protection summary.
- Mobile phones should not be used anywhere on site. Similarly, digital cameras are not permitted except with explicit permission from the Headteacher.
- Organisers and those in-charge should provide the school office with names of numbers of users for any session, for fire regulation purposes.
- Organisers and users should observe fire evacuation procedures in the event of the fire alarm being heard.
- Under no circumstances should users, sanctioned by the hirer, move outside of the area sanctioned for use (Rooms 1 and 2, halls and toilets adjacent), unless given explicit permission from the Headteacher.
- Organisers and users should use the toilets (clearly marked) and adjacent to Rooms 1 and 2
- Under no circumstances should any other toilet be used other than those opposite room 3.
- Any suggestion that organisers or users undertake activities on the premises that support or condone the radicalisation or extremist viewpoints will lead to lettings arrangements being revoked or refused.
- Organisers may be given alarm key fobs and front door keys, at the discretion of the Headteacher, to allow access during school holidays. These should be signed in and out and held by the organiser only during the holiday periods.

## **West Moors Middle School Lettings agreement**

I (undersigned) confirm that the detail of the lettings policy has been read, understood and agreed to. Also, that this information has been shared with other regular users (hirers/organisers) in my organisation and that there are systems to ensure that casual users (users/customers) observe relevant aspects of the policy. I understand that any instances where these precautions are not observed then the terms of use may be revoked at the discretion of the Headteacher.

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_

**Date:** \_\_\_\_\_