

# Lettings Policy

**Reviewed:** September 2020  
**Approved:** 28<sup>th</sup> September 2020 (Resources Committee)  
**Next review:** September 2023



## **Introduction**

The Governing Body of Ryhill Junior, Infant and Nursery School considers appropriate areas of the school buildings and grounds as a community asset and will make all reasonable efforts to make them accessible to groups and organisations for this purpose.

The overriding concern of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

## **Lettings**

Any use of the school buildings and grounds by groups or organisations other than the school and its partners is subject to intent of the lettings policy.

The Governing Body does not expressively wish to exclude particular groups or organisations from using school grounds or buildings, however, it should be noted that the school reserves the right to decline any letting request, particularly if the request is incompatible with the operational needs or ethos of the school.

Based on local area/community needs the following points (not exhaustive) will be used to assess priorities for lettings:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups/organisations deemed to benefit the local community/school pupils and their families
- Lettings to people living in the school's local community
- Lettings to voluntary organisations

The Governing Body has delegated the decision to accept/decline a particular letting request to the Headteacher, in consultation with the School Business Manager, School Premises Manager/Caretaker and Governing Body Resources Committee.

In general the following areas will be considered for lettings:

- School Field
- School Hall
- School Resources Room
- A School Classroom

Taking note of:

- The availability of the facilities and staff
- The school's equal opportunities, health and safety, safeguarding policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **Charging**

The Governing Body has delegated the setting of charges for individual school lettings to the Headteacher, in consultation with the School Business Manager and Governing Body Resources Committee.

The scale of charges will be reviewed annually by the Governing Body for implementation from the beginning of the next financial year, with effect from 1st April of that year.

The Headteacher is empowered to determine to the scale of lettings cost appropriate to the organisation/use of premises. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which letting is arranged.

Value Added Tax (VAT) will be added to all transactions where this is appropriate. The letting of premises for non-sporting activities is generally exempt of VAT, whereas sports lettings are generally subject to VAT. Should any doubt arise in this respect the School Business Manager will advise the Headteacher and Governing Body.

Charges will always be incurred (charged by the school) for each (not less than) 30 minute period that the School Premises Manager/Caretaker would normally be off-premises.

Charging for periods where the School Premises Manager/Caretaker is normally 'on-site' will be considered based on the nature and incurred costs of the lettings proposed.

## **Particular Conditions**

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions (Appendix A) and the Lettings Contract (Appendix B). The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place. The person applying to hire the premises will be invoiced for the cost of the letting if any, at a maximum of one monthly intervals. Payment will be requested in advance in order to reduce any possible bad debts and/or a deposit to cover damage.

An official receipt will be issued for all payments received.

Details of further specific conditions relevant to school lettings in included in Appendix A.

# Appendix A

## Conditions Relating to the Letting of School Premises

Please pay particular attention to conditions 10 & 13

1. The use of school premises for private purposes on Sundays will only be granted in exceptional circumstances.
2. The school premises operates a total site no smoking policy that must be adhered to by all hirers.
3. The preparation time taken for the setting up of functions **must** be included in the requested letting period.
4. The hirer shall **not**:
  - a. Use chalk or any other abrasive substance on school floors.
  - b. Permit the wearing of shoes with stiletto heels.
  - c. Use the facilities of school meals kitchens unless specific approval has been obtained.
  - d. Conduct a licensed bar on school premises except with the specific approval of the Headteacher.
  - e. Have power to sub-let any part of the accommodation.
  - f. Enter any part of the building not included in the letting agreement without specific approval.
  - g. Alter the lighting arrangements or introduce any electrical equipment of a capacity exceeding one kilowatt without the express approval of the Headteacher.
  - h. Use school equipment, or interfere with any fixed furniture, unless the approval of the Headteacher has been obtained.
5. The premises are let subject to their not being required by the returning officer or candidates at elections for purposes recognised under the Representation of The People Acts.
6. The accommodation shall be open to inspection at all times during the period of the letting by the Head teacher, the School Governors, the School Premises Manager and authorised security personnel.
7. The hirer must assume responsibility for the provision of any chairs or seats additional to those in the rooms hired and remove such chairs or seats before the commencement of school on the following day.
8. If the hirer alters the position of movable furniture, e.g. tables, they will be responsible for replacing such furniture in its original position.
9. The School (care of Headteacher) reserves the right to cancel the approval to the use of the accommodation in the event of the hiring interfering with the repair or decoration of the premises.
- 10. The hirer must ensure that correct footwear (i.e. plimsolls) are worn when using the hall for physical exercise.**
11. Parking of cars in school playgrounds shall be at the risk of the hirer.
12. The hirer is responsible for any damage caused or theft from school premises during the period of the letting.
- 13. The hirer must ensure that the premises are vacated promptly at the end of the agreed period.**
14. The liability of the school is limited to loss or injury to property or persons arising out of the negligence of the school and its servants or agents. The school shall not be liable for any loss or damage to property or injury to persons arising out of the negligence of the hirer. The hirer is advised to affect a policy of insurance to cover their full liability.
15. The Hirer must provide their own First Aid Kit and qualified First Aid personnel, as necessary.
16. The hirer should also undertake all necessary risk assessments for the proposed activities and take all appropriate measures in order to adequately protect the school, its' pupils, staff and visitors.
17. The Governors (care of Headteacher) reserve the right to impose any special conditions, which they regard as appropriate to any particular application.
18. The Governors reserve the right to add to or amend these conditions when necessary.

# Appendix B

## Application for use of premises (Lettings Contract)

To: The Headteacher  
Ryhill Junior, Infant and Nursery School  
Chapel Street  
Ryhill  
Wakefield  
WF4 2AD

I/We apply for use of the following accommodation:

1. From ..... the..... of..... 202....
2. To ..... the..... of..... 202....
3. Weekly YES/NO or Monthly YES/NO
4. Days per week/month ..... Hours per session ..... From ..... To .....
5. Accommodation required .....
6. Do you require the use of pitch/playing field & changing rooms..... YES/NO
7. Do you require the use of pitch only..... YES/NO
8. Purpose for which the accommodation will be used  
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9. Is your organisation a registered charity..... YES/NO
10. If so please state Registration No.....
11. Is your organisation affiliated to further education..... YES/NO
12. Is your organisation affiliated to the Youth Service..... YES/NO
13. Approximate number of persons expected to attend function.....
14. Will there be any music involved..... YES/NO

I/We agree:

1. To pay the appropriate charges monthly in advance or arrange appropriate funding.
2. To pay any funding shortfall as and when invoiced by school.
3. To pay the school the cost of making good any damage to the premises (including furniture & fittings) arising out of our use of the premises.
4. That use of the premises shall be subject to the conditions of letting (available from school).
5. To put in place all relevant insurances to cover the full liability of the hirer
6. To abide by the decision of the Governing Body (or any person so authorised) should any question arise on any point.

SIGNATURE..... On behalf of .....

NAME .....

ADDRESS .....

Telephone No ..... Date .....

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**To be completed by the School**

**The application for School Lettings as outlined above is:**

**Approved**  Until the date of next review on \_\_\_\_\_

With the following conditions:

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All lettings are subject to the conditions laid out in the School Lettings Policy

**Declined**

For the following reasons:

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The letting is subject to a trial period as follows:

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For multiple period lettings, operational needs of the school and school associated events take president in all cases. Where a conflict arises the school will endeavour to inform the hirer at the earliest opportunity, or seek an alternative (temporary) arrangement.

Signed \_\_\_\_\_  
Headteacher

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Hirer (only sign once a positive decision has been advised)

Date \_\_\_\_\_