

### Financial Handbook

## LETTINGS AND COMMUNITY USE POLICY

Approved: September 2020 Review Date: September 2021

Version: Final

Produced by: Director of Finance & Resources

#### 1.0 Aims

- x To maximise income that will benefit the whole school and or Trust
- x To provide fac

All lettings in all schools must adhere to this policy

Please note that any non-standard bookings or lettings where there may be some cause for concern due to their nature or size for example, must be referred to the Headteacher for approval and reported to the LARC.

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School buildings and/or sports pitches or external spaces can only be let outside of the school day (as it applies to any individual school). In exceptional circumstances the Headteacher may agree to a letting in the school day, providing all safeguarding requirements are met.

#### 5.0 Charging

Hire Charges at each individual school will be reviewed regularly as agreed by the Local Academy Resources committee (LARC) every year. Hire charges must cover the full costs of providing:

- \* Staffing, at actual costs
- \* Attributable utility costs (gas, electricity, water, etc)
- \* Contribution towards general rates
- \* Contribution towards wear and tear
- \* Contribution towards maintenance costs (e.g. PE equipment)
- \* VAT (if necessary)
- \* Profit Margin

While recognising the need to generate funds, the LARC delegates to the Headteacher and Business Partner, the right to agree variations to the agreed hire

- The authority to agree a discount for unpopular slots to attract business e.g. 21:00-22:00 for the football pitch on a Friday evening. A 50% discount for staff

#### **APPENDIX B**

LOGO

XXXXXXX ACADEMY

# TERMS & CONDITIONS FOR THE LETTING OF SCHOOL FACILITIES

To be sent Annually or on first booking to all Hirers

#### 1.0 ORGANISATIONAL

- 1.93 The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.
- 1.94 No part of the premises is to be used otherwise than for the purpose of the premises requested.
- 1.95 No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

#### 2.0 SAFEGUARDING/CRIMINAL RECORD CHECKS (DBS)

2.1 If a particular letting involves contact with children or young people, it is the responsibility of the hirer to ensure that they have complied with the DBS code of practice and can provide evidence of DBS checks if required by the school.

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The lead must have safeguarding training and may I be required to produce this certificate. All adults need to have read and

The Trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. A copy of their safeguarding policy and procedures is required.

#### 3.0 INSURANCE

- 3.1 Lettings are made on the agreement that any School, Trustee or LAC member Is indemnified by the Hirer against any loss, damage, costs and expenses during the use of a school site or premises. Neither the school or any director of the Trust shall be responsible for any injury to persons or damage to property arising from the letting of the premises/
- 3.2 The hirer is responsible for providing their <u>own</u> public liability insurance and personal injury insurance and may be asked to provide copies to the school. This should be up to £5m.
- 3.3 The school will not be responsible for damage caused to surrounding houses, cars, people etc. For example, balls etc leaving the sports pitch into public areas. This will be the responsibility of the hirer.

3.4 the fact that they do so in all respects at their own risk.

#### 9.0 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School. The Hirer must also obtain any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

#### 10.0 SMOKING and INTOXICATING SUBSTANCES

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted. No intoxicating substances are allowed on site unless covered by section 6.6

#### 11.0 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

#### 12.0 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

#### 13.0 DISPOSAL OF WASTE

or waste materials.

#### 14.0 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

#### 15.0 **RULES**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

#### 16.0 CHARGES, PAYMENTS AND CANCELLATIONS

- 16.1 The hirer acknowledges that the charges are as set out in the letting agreement, including any responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.
- 16.2 The Trustees will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the School of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the School as to whether a letting should be cancelled shall

#### XXXXXX SCHOOL - FACILITIES BOOKING FORM

NO BOOKING IS CONFIRMED UNTIL PAYMENT OR ANY NECESSARY LICENCES ARE RECEIVED BY THE SCHOOL

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO THE SCHOOL AT

XX XXXXXX XXXX XXXX

FULL NAME OF HIRER: ADDRESS:

NAME OF ORGANISATION:

EVENING CONTACT NO: DAYTIME CONTACT NO:

Sports Hall	3G football pitch	Tables & chairs	Changing rooms	
Activities Hall	Basketball Pitches	Canteen	Playground	