

# St. Matthew's Primary School Lettings Policy

## 1. Adoption

The Governing Body adopted the lettings policy set out below and will review it annually.

## 2. Introduction and Aims

The Governing Body regards the school buildings and grounds which are owned by Cambridgeshire County Council as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim 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.

The aims of letting the school's facilities are:

- To improve opportunities to take part in sporting activities, educational activities and other activities to support children, their families and the wider community
- To support the social cohesion of the wider school community
- To raise additional income for the school

## 3. Definition of a letting

A letting may be defined as:

"Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation".

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as the Cambridgeshire County Council Locality Team

## 4. Priority for lettings

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self-help groups
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to ethnic minority groups such as mother tongue or supplementary schools
- Lettings to low income groups
- Lettings to children's groups
- Lettings youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling

## 5. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational or other benefit to pupils, which the school wishes to subsidise
- Community Lettings for other non-profit community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

## **6. Charges**

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

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. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the head teacher is empowered to determine to which group any particular individual or organisation belongs. 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 a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

## **7. Available Facilities**

The following facilities are available as follows:

- Community Room
- Assembly Halls
- Multi-Use Games Area (MUGA)
- Netball court
- Playground
- In a few instances (for example running an after-school activity for children of the school) a classroom.

## **8. Hours of Use**

- The Multi-Use Games Area (MUGA) and school halls are currently available for hire out of schools hours between the 3:20pm and 10:00pm, Monday to Thursday.
- Consideration will also be given to hiring of these areas and the other facilities outlined above from 9am to 10pm during weekends, school holidays and public or bank holidays.
- The Community Room may be available for hire during the school day also. Enquiries should go to the school office.
- School use of facilities will take priority during the school day and for after school activities.
- Any hirer of the facilities over a long term contract should be aware that there may be occasions when the school will need to use the facilities hired and in such instances the school's need will take precedence. (For example using the school hall for an evening performance of a school play). The school will endeavour to avoid such instances and, where this is not possible, will give the hirer plenty of notice and seek to accommodate that hirer's activities elsewhere within the school.
- Variations to these facilities and times will be subject to the approval of the head teacher.

## **9. Conduct of users**

This is set out in the Terms and Conditions for use of school premises (attached).

## **10. Security**

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

## **11. Management of lettings**

The Governing Body has delegated day-to-day responsibility for lettings to the Head Teacher in accordance with the Governing Body's policy.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Governors.

The school should ensure that the terms of any contract for lettings such as supplementary schools, theatre groups, sports activities, cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. They [schools] should also monitor the contractor's compliance.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

## **12. Considering applications for lettings**

Organisations seeking to hire the school premises should approach the school office. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The school office staff will decide on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in the school's lettings policy
- The availability of the facilities and staff
- The schools equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **12. Issuing a Lettings Contract**

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

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, in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Head Teacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

## **13. Safeguarding and Child Protection**

Any provider of a service or activity for or involving children or young people would be expected to either:

1. Follow St Matthew's Safeguarding and Child Protection Policies and procedures (these can be found on our website at [http://www.stmatthews.cambs.sch.uk/website/how\\_to\\_book/89344](http://www.stmatthews.cambs.sch.uk/website/how_to_book/89344))
2. Provide the school with a copy of their own safeguarding and child protection policies/procedures. These must be fully compliant with best practice as outlined in the school's own policies/procedures and a copy must be given to the school at the time of booking.