



West Byfleet Junior School

Lettings Policy

Introduction and purpose

This policy sets out West Byfleet Junior School's commitment to making its facilities and premises available outside normal school hours to groups and members of the local community, and the terms, conditions and procedures for such arrangements.

Context

This policy reflects the school's *Values* in general, and in particular, its intention to ensure a positive and supportive engagement with the local, and wider, community as expressed in the following:

"Engagement

We recognise the responsibilities to, and of, others, aiming throughout one's life to make a positive contribution to the community in which we live.

"Responsibility

We consider that being involved in, or having access to, education is a privilege, which in return requires each to adopt high standards, act with probity, provide good stewardship of the public assets, deliver value and be fully accountable to all stakeholders."

This policy is consistent with, and makes use of, Surrey County Council advice, its standard administrative procedures and proformas, and its terms and conditions of use¹.

Lettings policy

The school has decided that third parties may make use of its facilities in the circumstances, and in accordance with the rules and procedures, set out below.

Aims

Through the implementation of this policy, the school aims:

- to utilise the school buildings and grounds as fully as possible and in keeping with the school's aims and ethos

¹ Surrey County Council Finance Manual, Section M and *Terms and conditions of use for community school premises*, set out on reverse of standard forms ED110 and FIN566.

- to support the community use of school buildings and grounds, through the use of differentiated lettings charges for local community hire
- to meet fully the responsibilities of a shared site in a positive way, by ensuring that lettings do not damage or hinder others; that all procedures are followed with due consideration to the Infant School, the West Byfleet Nursery and the role and responsibility of the school/site caretaker; and that the use and upkeep of school is protected for its main purpose, education
- to pursue best value for money from the use of school facilities, obtaining additional income for the school.

Lettings manager

The school will designate from amongst its administrative staff (and train in accordance with Strictly Education training programmes) a Lettings Officer who will ensure that the procedures below are followed for all school lettings.

Short-term, ad hoc and low value requests

For the most part, the hire of any of the school's facilities will be for short-term (and often *ad hoc* or periodic) requests. The lettings procedure is set out below.

Extended and/or high value requests

However, some requests to use school facilities may amount to a substantial commitment to (and by) the school in terms of period of use or scale of financial commitment by the hirer; for example, *commitments generating income of more than £5,000 per year or which would tie up the use of school facilities for more than three terms*. In such cases the school will consider the business opportunity (and risk) associated with such arrangements and ensure that contractual arrangements more appropriate to the scale of the agreement are put in place. These cases should follow the same procedures that are set out for *purchasing and achieving best value* (No.7 of the school's Finance Policy).

Policy review

This policy is to be reviewed every two years. The Business and Safeguarding Committee will review relevance of appendices annually.

Appendices

Appendix A – Lettings procedure

Appendix B – Application form ED110

Appendix C – Terms and conditions (ED110 and FIN 566)

Appendix D – Approval Form FIN 566

<i>Policy:</i>	<i>Lettings</i>	<i>Status:</i>	<i>Non statutory</i>
<i>Nominated Staff Lead:</i>	<i>SBM</i>	<i>Review cycle:</i>	<i>Annual</i>
<i>Nominated Governor Lead:</i>	<i>Business & Safeguarding Committee</i>	<i>Date of Next Review:</i>	<i>Autumn 2023</i>

Appendix A – Lettings procedure

On receipt of an application to hire school facilities (equipment, buildings or grounds), the school's designated Lettings Officer will:

1. Determine that the commitment falls within the definition of short-term/low value requests. If not, then the application should be dealt with in the first instance under the terms of the school's Finance Policy.
2. Determine eligibility of hirer(s). There are two types of groups eligible to hire our site:
 - (a) school community and youth and
 - (b) non community users;different charges will apply (see **Charges** set out below).
3. Check diary for dates and availability.
4. Check with caretaker that he is available to supervise use of facilities.
5. Confirm permission to hirer on a conditional basis, subject to acceptable completion of relevant documentation.
6. Arrange for hirer to complete and return to the school the lettings application form (ED110 – scanned copy in Appendix B), drawing attention to the *Terms and conditions of use for community school premises* on the reverse of the form (Appendix C).
7. When received, review the completed ED110 and:
 - check for exceptions to the rules for eligibility and use, (see **Exceptions** below) any of which must be approved by the head teacher)
 - check hirer has insurance to cover liability of at least £5 million (hirer will be responsible for any loss or damage to school premises, equipment or property. The school can arrange insurance, for an additional fee – the Lettings Officer will organise)
 - Provide a copy of the school's Child Protection & Safeguarding policy, of which confirmation of receipt must be returned, together with the Code of Conduct.
 - hirer to provide school with evidence of first aid training and current DBS certificates for all supervising children on their behalf.
 - ensure that in respect of Surrey Youth Services no insurance charges are levied and no VAT charged (as these are part of Surrey CC).
8. Subject to receipt of acceptable application form, complete the approval form (FIN 566 – scanned copy at Appendix D), which also provides the hirer with a unique approval reference number and acts as an invoice for payment due; send this to hirer as confirmation of booking.
9. Fill in lettings register and Lettings Memorandum Account (held in Excel).

Policy: *Lettings*
Nominated Staff Lead: *SBM*
Nominated Governor Lead: *Business & Safeguarding Committee*

Status: *Non statutory*
Review cycle: *Annual*
Date of Next Review: *Autumn 2023*

Exceptions

1. If the hirer wishes to use the kitchen, separate permission must be sought from the Catering Provider.
2. If alcohol is to be consumed on the premises, permission must be sought from the Full Governing Body.
3. The school reserves the right to revoke without notice any application or contract for the hire of school premises.

Charges

At present, the school adopts the Surrey County Council structure for charging for the use of the school building and grounds. However, in pursuance of its policy regarding community use there is a graded (differentiated) system of charges:

1. school staff
2. voluntary community groups
3. youth lettings (non profit making)
4. other profit making groups
5. business lettings.

For groups 1, 2 and 3, charges are based on recovering basic costs to the school, i.e. caretaker's fee and heating. For groups 4 and 5, charges contain an element of income for the school.

Insurance

The lettings procedure requires each client to arrange its own Public Liability insurance cover, with an Indemnity limit of not less than £5 million for the letting. It is possible for schools to take out public liability cover on the hirer's behalf (using the lettings form and submitting the details through the memorandum account) then pass on the cost of this cover to the hirer through the hiring charge.

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Appendix B – Application form ED110

Application for Use of School Premises				Form ED110
<p style="color: green; font-weight: bold;">Please complete this form using BLOCK CAPITALS</p>				
School	<input style="width: 90%;" type="text"/>			
<p style="color: green; font-size: small;">This application must be submitted to the school 21 days in advance for occasional use or one term in advance for regular usage.</p>				
Your Surname	<input style="width: 100%;" type="text"/>	Main telephone	<input style="width: 100%;" type="text"/>	
Your Forename(s)	<input style="width: 100%;" type="text"/>	Mobile	<input style="width: 100%;" type="text"/>	
Your Address	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>			
Name of Organisation	<input style="width: 100%;" type="text"/>			
<p style="color: green; font-size: small;">Will you be present during the letting period Yes <input type="checkbox"/> No <input type="checkbox"/></p>				
<p style="color: green; font-size: small;">If no please tell us about the person responsible</p>				
Surname	<input style="width: 100%;" type="text"/>	Main telephone	<input style="width: 100%;" type="text"/>	
Forename(s)	<input style="width: 100%;" type="text"/>	Mobile	<input style="width: 100%;" type="text"/>	
Address	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>			
<p style="color: green; font-weight: bold;">Please tick to show the type of attendance:</p>				
a) Limited to members only	<input type="checkbox"/>	<p style="color: green; font-size: small;">If d) or e) who will receive the takings?</p> <input style="width: 100%;" type="text"/>		
b) Limited to members, parents and friends	<input type="checkbox"/>	<p style="color: green; font-weight: bold;">What will you use accomodation for?</p> <input style="width: 100%;" type="text"/>		
c) Open to the general public	<input type="checkbox"/>			
d) On payment of a charge	<input type="checkbox"/>			
e) By programme, to be paid for	<input type="checkbox"/>			
<p style="color: green; font-weight: bold;">Please tick to show which of the following facilities you need, or state the number if necessary</p>				
Gymnasium	<input type="checkbox"/>	Changing Facilities	<input type="checkbox"/>	Playground (specify use)
Showers	<input type="checkbox"/>	Football Pitch	<input type="checkbox"/>	Facilities for boiling water
Classrooms	<input type="checkbox"/>	Cricket Pitch	<input type="checkbox"/>	Kitchen (specify use)
Piano	<input type="checkbox"/>	Hockey Pitch	<input type="checkbox"/>	Number of people to be catered for
Large Hall	<input type="checkbox"/>	Tennis Court	<input type="checkbox"/>	Exact period required
Small Hall	<input type="checkbox"/>	Other Court (specify)	<input type="checkbox"/>	From <input style="width: 50px;" type="text"/> To <input style="width: 50px;" type="text"/>
Caretaker	<input type="checkbox"/>	Specialist room (specify)	<input type="checkbox"/>	
Swimming Pool	<input type="checkbox"/>			
<p style="color: green; font-size: small;">Do you need the school to arrange insurance for you? Yes <input type="checkbox"/> No <input type="checkbox"/> see condition 5 Terms and conditions on page</p>				
<p style="color: green; font-weight: bold;">Facilities Required</p>				
Occasional use:	Date required	<input style="width: 50px;" type="text"/>	Time from:	<input style="width: 50px;" type="text"/> Time to: <input style="width: 50px;" type="text"/>
or				
Regular use:	Every	<input style="width: 50px;" type="text"/>	Time from:	<input style="width: 50px;" type="text"/> Time to: <input style="width: 50px;" type="text"/>
Starting from	Date required	<input style="width: 50px;" type="text"/>	Until	<input style="width: 50px;" type="text"/>
<p style="color: green; font-weight: bold;">I undertake to pay the approved charges. I accept the terms and conditions of use set out on page 2.</p>				
Signature	<input style="width: 100%;" type="text"/>			Date <input style="width: 50px;" type="text"/>

Policy: *Lettings*
 Nominated Staff Lead: *SBM*
 Nominated Governor Lead: *Business & Safeguarding Committee*

Status: *Non statutory*
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Appendix C – Terms and conditions (ED110 and FIN 566)

Terms and conditions of use for community school premises

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges as set out on form FIN 566 will be made on demand though schools may agree alternative arrangements for regular lettings covered by one approval eg (monthly, half termly, termly, quarterly etc). Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.
3. If in attendance as shown on form FIN 566, caretakers will give reasonable assistance, within the terms of their employment, to hirers.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon (whether provided by the Council or any other body or person). All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.
6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.
7. A hirer must not sub-let to another party.
8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.
9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.
(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.
10. No preparations are to be applied to the floor.
11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.
12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.
NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.
13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
14. Surrey County Council operates a No Smoking policy in all its premises.
15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.
16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.
17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.
18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.
19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. Governors require that for all hirings involving groups working with children an appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises. Where a DBS disclosure includes convictions or other relevant information the hirer is required to take an assessment of risk to determine whether that individual is suitable to work with children and young people.
20. Childcare Disqualification Requirements. In addition to the above the Childcare Act 2006 provides that a person who is disqualified under the Childcare (Disqualification) Regulation 2009 may not provide relevant childcare or be directly concerned in the management of such provision. The Governors therefore require that all hirers providing relevant childcare under the Childcare Act 2006 have informed those individuals who would be deployed to provide or manage the childcare on school premises that they will be committing an offence if they do so whilst disqualified under the 2009 Regulations and that they must inform the hirer if that they consider that they could be disqualified under the legislation in the event of any individual
21. Power of Revocation
(a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.
(b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.
(c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement.

Policy:
Nominated Staff Lead:
Nominated Governor Lead:

Lettings
SBM

Business & Safeguarding Committee

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22. Counter Terrorism and Security Act 2015

(a) The hirer acknowledges that Surrey County Council ("the Council") has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to the requirement to prevent people from being drawn into terrorism.

(b) The hirer shall facilitate the Council's compliance with its duty pursuant to the CTSA and the statutory guidance issued under section 29 of the CTSA and in particular the hirer shall ensure that:-

(i) the premises (and each and every part of them) do not provide a platform for extremism;


(ii) the premises (and each and every part of them) are not used to disseminate extremist views

(c) The Council reserves the right to revoke without notice any contract for the hire of the premises if it identifies or suspects that the hirer may use (or be using) the premises contrary to this clause

The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulations for the community use of schools. See Section M of the School Finance Manual

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Appendix D – Approval Form FIN 566

Notification of approval of letting of school premises					Form FIN566																																																								
To					 SURREY <small>COUNTY COUNCIL</small>																																																								
Address																																																													
Postcode																																																													
Organisation																																																													
From Address					Please complete this form using BLOCK CAPITALS Vat No 216 9472 49 Your application for the use of the school premises has been approved as follows, subject to the terms and conditions set out overleaf Your approval number is																																																								
Postcode																																																													
School																																																													
Occasional Letting or		<u>Day</u>	<u>Month</u>	<u>Year</u>	From	To																																																							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9ead3;"> <th style="text-align: left;">Facility</th> <th style="text-align: center;"><u>Hours Required</u></th> <th style="text-align: center;"><u>Occasions</u></th> <th style="text-align: center;"><u>Rate</u></th> <th style="text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">£0.00</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">£0.00</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">£0.00</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">£0.00</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">£0.00</td></tr> <tr> <td colspan="4" style="text-align: right;">Sub Total</td> <td style="text-align: right;">£0.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Add Vat</td> <td style="text-align: right;">£0.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Add refundable deposit</td> <td style="text-align: right;"> </td> </tr> <tr> <td colspan="4" style="text-align: right;">Add insurance premium</td> <td style="text-align: right;"> </td> </tr> <tr> <td colspan="4" style="text-align: right;">Total Amount Payable</td> <td style="text-align: right;">£0.00</td> </tr> </tbody> </table>							Facility	<u>Hours Required</u>	<u>Occasions</u>	<u>Rate</u>	<u>Total</u>					£0.00					£0.00					£0.00					£0.00					£0.00	Sub Total				£0.00	Add Vat				£0.00	Add refundable deposit					Add insurance premium					Total Amount Payable				£0.00
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Select Instalment due as specifically agreed between the school and hirer Amount due monthly £0.00 Amount due half termly £0.00 Amount due termly £0.00																																																													
Note in the event of cancellation or any variation in the time of booking you must inform the Head teacher two weeks before the letting or a cancellation fee will be charged.																																																													

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