

Garden Fields JMI School, Townsend Drive, St. Albans, Hertfordshire, AL3 5RL.

LETTINGS and COMMUNITY USE POLICY

1. Introduction

The Governing Body promotes use of the school premises, grounds and facilities outside normal school hours, by external organisations or individuals.

2. Aim

To generate income for school and/or avail the school for suitable use by the wider community.

3. Remit

The school may be let to outside hirers in accordance with this Lettings Policy, which draws on HCC and DfE guidance (extracts appended below), local Primary and Secondary school policies, and relevant school policies.

4. Constraints and priority

- 4.1 The arranging of lets and the charges to be levied have been delegated to the Headteacher.
- 4.2 Lettings will be at the discretion of the Head Teacher and School Business Manager ("SBM"), provided that such lettings:
 - 4.2.1 Do not conflict with timetabled post-school clubs/activities
 - 4.2.2 Do not damage the premises or grounds
 - 4.2.3 Do not compromise security, health and safety, cleanliness & tidiness
 - 4.2.4 Are in keeping with the policies of the school
 - 4.2.5 Provide a reputable service
 - 4.2.6 Generate income for the school
 - 4.2.7 Are self-administering so far as is practical
- 4.3 The first priority for lettings will be activities directly benefitting the children of the school.
- 4.4 The second priority will be activities that benefit the wider school community (eg. involving parents and carers, Community groups like Rainbows and Beavers).
- 4.5 The third priority will be to activities that are broadly connected with the school's activities and aspirations (eg. sports coaching and fixtures).
- 4.6 So far as is possible, hirers will be informed in advance of school events which would intrude upon their letting which will take precedence over lettings, eg. parent information-evenings, Celebration Evenings, PTA events.

- 4.7 If possible, alternative replacement dates will be offered to Hirers to make up the missed let.
- 4.8 The Parent Teacher Association should be regarded as an outside hirer to whom charges may be raised from time to time.
- 4.9 Lettings will be considered for any day of the year.
- 4.10 The minimum letting period shall be 1 hour.
- 4.11 New and/or longer-term lettings may be subject to trial periods.
- 4.12 Overnight lettings will be considered, depending on the nature of the let.

5. Responsibilities

- 5.1 The Head Teacher reserves the right to refuse a letting, without having to provide a reason.
- 5.2 Application for functions where licenses (such as TEN's) are required will be considered by the Head Teacher and SBM.
- 5.3 The SBM will cost, vet and initiate prospective lettings; discuss it with the Head Teacher, Site Manager and Sports team, to agree (or decline) it; issue the lettings forms; update the school online diary; cc the School Office with relevant invoicing information; issue keys and do security briefing if necessary, and update the online key-log.
- 5.4 The Site Manager will manage lettings on the day and report any concerns to the SBM. The SBM will maintain a record of lettings.
- 5.5 The School Office will invoice the hirer in a SIMS-compliant fashion.
- 5.6 Detailed procedures to support this policy will be reviewed from time to time by the Head Teacher, SBM and the Resources Committee. These procedures are set out below, and also reflected in the Staff Handbook.

6. Procedures, Regulations and use of the kitchen

- 6.1 The Headteacher and Governing Body are required by law to make the school premises available for:
 - 6.1.1 Planning for and acting in civil emergencies*
 - 6.1.2 Public consultations*
 - 6.1.3 In-service training*
 - 6.1.4 Governor training*
 - 6.1.5 Election meetings and for use as a Polling Station [*to be charged at "Election Rates" as per HCC current rates available on thegrid.org.uk*]
- *= to be charged at "Basic Accommodation Rate" as per HCC recommended rates
- 6.2 Any lettings of the school premises must not contravene:
 - 6.2.1 Representation of the People Act 1983

- 6.2.2 Single Equality Act 2010
 - 6.2.3 Health & Safety Act 1974
 - 6.2.5 Licensing, Gaming, Sunday Trading, Theatres and Cinematography Acts
- 6.3 The Site Manager or other authorised person must be present or on-call during lettings, and present when the kitchen equipment is used.
- 6.4 Hirers require the written consent of the SBM if:
- 6.4.1 Fabric, fixtures, fittings, services, installations etc. are likely to be interfered with e.g. gas pipes, electrical wiring, lights, switches, etc.
 - 6.4.2 Nails, screws, staples, adhesives, sellotape, blu-tack etc. are to be fixed to any part of the building [*delegated to the Site Manager*]
 - 6.4.3 Decorations, platforms or other erections are to be put up [*delegated to the Site Manager*]
 - 6.4.4 Loudspeakers or other indoor and outside equipment are to be used [*delegated to the Site Manager*]
 - 6.4.5 School premises are to be used on Sundays or Bank Holidays [*delegated to the Site Manager*]
 - 6.4.6 Lettings start, overlap or finish outside the hours 0800-2300 hours [*delegated to the Site Manager*]
 - 6.4.7 Alcohol would be consumed on the premises and hirers must apply for their own licence in respect of the sale of alcohol on school premises.
- 6.5 At least 14 days before a proposed letting, applicants must submit County form LT01 *Applications to Hire* to school (copies available from the School Office).
- 6.6 Applicants will be issued with a Lettings Indemnity Form for completion and submission with the LT01 to school. The Hirer must state the maximum number of people who will be on site.
- 6.7 Applicants will be issued with County form LT02 Terms and Conditions.
- 6.8 Hirers must not use any school equipment or rooms not already included on form LT01, unless the request has been agreed to in writing at least 7 days in advance of the let, by the Headteacher or SBM.
- 6.9 Use of kitchen facilities will require school consultation with the Head of Kitchen, and compliance with County 'Guidelines for Safe preparation of Food'.
- 6.10 If hiring the kitchen, applicants will be issued with County form LT03.
- 6.11 All persons letting the school premises will be expected to conform to relevant premises regulations (notably Security, Health and Safety, and fire), and will be required to follow the instructions of the Site Manager at all times.
- 6.12 Smoking is not allowed on the school site at any time.

- 6.13 Consideration must be given by hirers to local residents with regard to noise and parking.
- 6.14 The SBM must be first consulted before the name of a school is used on any promotional/marketing/advertising material, related to lettings.
- 6.15 Vehicles must only use the Garden Fields school car parks.
- 6.16 Users of the premises must remember that the school is primarily intended for education and much trouble and work will be saved if premises are treated with care and respect. Work and equipment should not be touched and furniture moved only when necessary and replaced in its original position unless otherwise directed. The Hirer is to confirm his/her activities of the accommodation hired and is not to use any other part of the school except as is necessary for access purposes.
- 6.17 At the end of the let, it is the hirer's responsibility to leave the accommodation in a satisfactory condition and, under the direction of the Site Manager, to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- 6.18 The Site Manager is responsible for opening and closing the premises unless other arrangements are made with the Headteacher and Hirer.
- 6.19 In the absence of the Site Manager the Headteacher will arrange for the SBM to open and close the premises.
- 6.20 All internal and external normal, fire and emergency routes and exits and entrances must not be obstructed.

7. Lettings Charges, insurance and DBS (Disclosure Barring Service)

- 7.1 Lettings charges will relate to:
- 7.1.1 The premises-related costs of the hire, including key-hire and deposits, heating, electricity, cleaning, and the Site Manager's overtime
 - 7.1.2 The practical difficulties of making the premises available in school holidays or outside of normal working hours
 - 7.1.3 The minimum scale of charges recommended by County, modified to reflect the market rate for that letting or series of lettings
- 7.2 No letting may take place unless the Hirer has Public Liability Insurance cover. The school can provide cover at a cost of 10% of the session cost or £1.00, whichever is the greater. This cost is charged to the hirer unless proof of suitable cover is provided and a copy of the cover-note kept by school. The school must see the cover note prior to the letting if hirers take out their own Public Liability Insurance.
- 7.3 HM Customs and Excise rules mean that some Lettings or parts of Lettings may be subject to VAT at the standard rate. Hirers will be advised.
- 7.4 Where appropriate, Hirers are expected to produce DBS clearance forms prior to the Let.

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Due for Review - October 2016

7.5 Hirers will be given 28 days written notice of increased letting charges. Hirers may then terminate any agreement within one week of receiving that notice.

8. Termination and cancellation

8.1 The termination notice period by a hirer to school for a single event will be 14 days, and 28 days for any one or more of a series-booking.

8.2 There will be no reimbursement by school to a hirer if the hirer cancels any one or more of a series-booking.

8.3 In the event of breach of security, the Governing Body reserves the right to terminate the contract with immediate effect.

Hiring Charges 1 September 2015 – 31 August 2016 **(reviewed annually by the Head Teacher and School Business Manager):**

