

# **MAIDSTONE GRAMMAR SCHOOL**

## **LETTINGS POLICY**

**September 2011**

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**Chair of Governors**

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**Date**

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**Headmaster**

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**Date**

# MAIDSTONE GRAMMAR SCHOOL

## LETTINGS POLICY 2011

### Introduction

The Governing Body regards the school buildings and grounds 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, and any lettings of the premises to outside organisations will be determined with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations (except those specified as part of the school's curriculum). A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the School's budget.

### Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'weight watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) including 'on-costs';
- Cost of administration;
- Cost of wear and tear;
- Cost of use of school equipment, including WiFi;
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

If the school is being used for election purposes a Lettings Form will still need to be completed, but no charge will be made as the school will be reimbursed with a token payment to cover the utility charges.

When an organisation, such as the Youth Service requires a Let, charges will only be made to cover the costs: electricity, gas, water and administration, caretaking.

The specific charge levied will be reviewed annually, during the spring term, by the Bursar and Bursary Staff, for implementation from the beginning of the next academic year. Charges will be provided in advance of any letting being agreed.

## **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Where the letting is for a continuous period refer to the VAT manual.

### **Sporting Facilities Charges – VAT**

Sports facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by written agreement;
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

When letting the big hall for a sporting event it will be exempt from VAT. VAT is only added when the facility being let is specifically for that sporting purpose ie swimming pool being let for a swimming pool sporting activity.

***On the Letting of Sports Facilities for Sports the VAT exemption does not apply to commercial organisations***

### **Management and Administration of Lettings**

The Bursar is responsible for the management of lettings in accordance with the Governing Body's policy. The Headmaster, however, is overall responsible for the lettings process. If the Bursar has any concerns about whether a particular request for a letting is appropriate or not, she will consult the Headmaster.

### **The Administrative Process**

Organisations seeking to hire the school premises should make contact with the Bursary. They will identify whether the facility requested is available. A Lettings Form should be completed at this stage. 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 by the school. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. 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.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the School's individual bank account in order to offset the costs of services, staffing etc (which are funded from the School's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a 'break even' situation is being achieved.

## **Terms and Conditions for the Hire of School Premises**

All terms and conditions set out below must be adhered to. The 'Hirer' shall be the person making the application for a letting and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Status of Hirer**

Lettings will not be made to persons under the age of 18 or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, an enhanced criminal record check via the Criminal Records Bureau (CRB). If a particular letting involves contact with the School's students, all personnel involved must be checked against List 99 and undergo a CRB check in accordance with DfE guidance. These checks must be made by prior arrangement with the Headmaster and at least half a term's notice is required to ensure that the checks can be carried out in time.

Any adults working with the School's students (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

### **Priority of Use**

The Headmaster will resolve conflicting requests for the use of the premises with priority at all times being given to school functions.

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and, where applicable, the Hirer must adhere to the correct adult/student ratios at all times.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so, in all respects, at their own risk.

### **Damage, Loss or Injury**

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the

hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **Insurance of a One-off Letting**

Individuals should be asked whether they have any contents insurance and, if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

If the Hirer does not have their own insurance, then cover can be arranged through KCC Insurance Department for 10% of the hire charge. This premium will need to be passed to KCC for it to be paid to the insurers.

Please note that KCC's insurance will not cover the use of bouncy castles unless they are hired with an operator who has the appropriate liability insurance.

KCC insurance cover can also be arranged for Group Hirers (club etc) who do not have any or sufficient (£2m) public liability insurance of their own.

If the Governors has agreed for a letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### **School Equipment**

This can only be used if requested on the initial application form and if its use is approved by the Bursar. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

## **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

## **Toilet Facilities**

Access to the School's toilet facilities is usually included in the cost of the hire arrangements. Exceptions are lettings of the School's playing fields, hard play areas and car parks.

## **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel and a first aid kit (particularly in the case of sports lettings). The use of the School's resources is not available.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Bursar in line with current food hygiene regulations. All litter must be placed in the bins provided. No food or drink is allowed in the Sports Hall.

## **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises unless the necessary licences are purchased. This is not always possible because of the limited numbers of licences the School can apply for each year.

## **Smoking**

The whole of the school premises is a non-smoking area and smoking IS NOT PERMITTED.

## **Heels and Shoes**

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the School and the Local Authority against all sums of money which they may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire covered by this agreement.

## **Sub-letting**

The Hirer shall not sub-let the premises to another person.

## **Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify those people involved with the letting. Unforeseen disruption to dates of hire may occur from time to time eg roof leaks or urgent use of the premises by the School.

## **Security**

The Bursar will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and, where necessary, for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed to proceed. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission from the Headmaster or Bursar.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headmaster or members of the Governing Body from Committee C may monitor activities from time to time.

## **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition and all equipment returned to the correct place of storage. If this condition is not adhered to, an additional amount may be charged to the Hirer.

## **Vacation of the Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school in the school's main car park at the front of the school. The Hirer must have immediate access to participants' emergency contact details in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures in, for example, the event of a fire.

## **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headmaster a week prior to distribution by the Hirer.

## **LIST OF CHARGES – SEPTEMBER 2011**

	<b>Per Hour</b>
<b>Sports Hall</b>	<b>£30 without heating</b>
<b>Gym</b>	<b>£25 without heating</b>
<b>Small Hall</b>	<b>£25 without heating</b>
<b>Classroom</b>	<b>£25 without heating</b>
<b>Big Hall</b>	<b>£100 without heating, £125 with heating</b>
<b>Sixth Form Centre</b>	<b>£100 per hour including heating</b>
<b>Cricket Wickets</b>	<b>£55 each</b>
<b>Cricket Nets (outdoor)</b>	<b>£27.50 (all nets)</b>

**Caretaking charges are separate depending on hours and days of hire.**