



New Mills School

LETTINGS POLICY

Revision	Authorised by	Date	Adopted by	Date
Draft	J O Elms	September 2013	FGB Min No.11	11/12/2013
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Review	G Cash	May 2023	FGB Min No. 13	13/07/2023

Revision	Date	Description of Changes
Draft	September 2013	New issue
Review	December 2018	Rewritten based on examples from The Key and other schools..
Review	May 2023	Schedule of charges updated following Audit 2023

Signed: P Inman Date: 13/07/2023

Chair of Governors

New Mills School Lettings Policy

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Introduction

New Mills School 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 New Mills School 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 considered 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. 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 Board 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.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Charges for a Letting

The Governing Board is responsible for setting charges for the letting of the school Premises, although this will be delegated to the Headteacher and School Business Manager in practice.

A charge will be levied which takes into account the following:

- heating and lighting
- staffing (additional security, caretaking and cleaning) - including "on-costs";
- administration;
- "wear and tear";
- use of school equipment (if applicable);
- profit element (if appropriate).

A suggested schedule of charges is included at Appendix 1.

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

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).

Sport 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.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The School Business Manager is responsible for the management of lettings, in accordance with the Lettings policy. Where appropriate, the School Business Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the School Business Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult with the School's Governing Board.

The Administrative Process

Organisations seeking to hire the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available. They will be sent a Lettings Pack, which includes;

- A Booking Form for School Lettings (Appendix 2)
- Conditions of hire (Appendix 3)
- Risk Assessment (Appendix 4)
- Additional Information for Hirers (Appendix 5)
- Plan of the site (Appendix 6)

The Booking Form should be completed at this stage, confirming that the Hirer agrees to the Conditions of Hire, and returned for the attention of the School Business Manager

The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The School Business Manager has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.

Once an application has been received, the School Business Manager will firstly ascertain whether the letting is feasible, based on staffing availability. Consideration may be made to using an existing Security company, but this would have a knock on effect on the costing for the letting.

The School Business Manager will calculate the overall cost for the letting, taking into account all of the considerations above, and this will be agreed with the hirer before formal confirmation can be given.

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 Lettings Agreement will be sent to the hirer, enclosing a copy of the terms and conditions and the Risk Assessment. Signed copies of the Agreement and Risk Assessment should then be returned to formally confirm the booking.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the agreed charge. Where the agreement is for a number of events, or a longer period of time, then invoices may be sent monthly or half termly in arrears, by agreement with the hirer.

There may be occasions where the school will request a deposit to confirm the booking.

All lettings fees which are received by the school will be paid into the school's delegated budget, 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.

A regular report on lettings will be made to the Governing Board's Resource Management Committee and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

Cancellation

Under normal circumstances there will be no cancellation charge, although the school reserves the right to recover any out of pocket expenses incurred specifically in relation to the proposed letting, between receiving a signed Letting Agreement and notice of cancellation.

Appendix 1 – Schedule of Charges

Facility	Cost	Comments
School Hall	£45 per hour Minimum charge £100	Includes access to toilets and coffee bar
Gym	£40 per hour Minimum charge £100	Includes access to Changing Rooms
Drama Studio (and other specialist areas)	£30 per hour Minimum charge £100	Includes access to toilets
Library	£35 per hour Minimum charge £100	Includes access to toilets
Classroom	£30 per hour Minimum charge £100	Includes access to toilets
Conference Room	£35 per hour Minimum charge £100	Includes access to toilets and use of the coffee machine
IT Suite	By arrangement, depending on actual requirements	Any damage sustained during the letting will be charged at full replacement cost
Outdoor Facilities/Playing Fields	By arrangement, depending on actual requirements	

In the following circumstances, lettings charges may be waived or amended:

- Where more than one letting is taking place at the same time
- Where there may be significant advantage to the school in hosting an activity
- Where the letting is for one of the school's feeder primary schools or PEGS
- Where a letting takes place partly or wholly during normal school hours
- Where a letting takes place wholly outside of normal school hours there will be a minimum charge of £150.
- Where additional set up or cleaning charges may be appropriate

Additional facilities, including refreshments, will need to be by negotiation. Having a member of staff on duty during the letting will incur additional charges.

Where a lettings charge is agreed which varies from the schedule above, it will need to be reported to the Governing board, via the RAP Committee.

Special Arrangements

DCC Departments (e.g. Governor Support, Adult Education) will be eligible for a discounted rate by negotiation.

Appendix 2 – Booking Form for School Lettings

BOOKING FORM FOR SCHOOL LETTINGS						
(Please use BLOCK CAPITALS)						
Name of Hirer:						
Body; Organisation; Limited Company:						
Address of Hirer:						
Contact Number(s):						
Email Address:						
<i>Please provide details of contact person for the hire if different to the above</i>						
Name:						
Address:						
Contact Number(s):						
Email Address:						
Attendees:	Total Number of Attendees:		Number of Adults:		Number of Children:	
SINGLE LETTING	Date of Hire:		Start Time:		End Time:	
CONTINUOUS BOOKINGS	Frequency / Days:					
	Start Date:			Start Time:		
	End Date:			End Time:		
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event</i>						
Facility Required (please tick):	<input type="checkbox"/> School Hall	<input type="checkbox"/> Gym		<input type="checkbox"/> Drama Studio (and other specialist area)		
	<input type="checkbox"/> Library	<input type="checkbox"/> Classroom		<input type="checkbox"/> Conference Room		
	<input type="checkbox"/> IT Suite	<input type="checkbox"/> Outdoor Facilities / Playing Fields		<input type="checkbox"/> Other		
Equipment Required:						
Other Arrangements:						

The School does not provide any warranty that the premises, facilities and equipment are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, will the alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold	

If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. Please contact the relevant licencing authority

I have read and accept the terms and conditions and confirm that I am over the age of 18

Signed (Hirer):		Date:	
Full Name (Hirer):			

You will be sent confirmation of whether this application has been accepted or rejected by email or post

PLEASE RETURN THE FORM TO:

POST: Mr Garry Cash
School Business Manager
New Mills School
Church Lane
New Mills
High Peak
SK22 4NR

EMAIL: gcash@newmillsschool.co.uk

(School Use Only) This application for letting is:	ACCEPTED	REJECTED
Signed (School):		Date:
Name:		Position:

No letting will be regarded as booked until all requested paperwork has been submitted and a signed approval letter is issued by the school

Appendix 3 – Terms and Conditions

CONDITIONS OF HIRE

For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the School premises are secure during the time they are in use.

You are respectfully reminded that the Hirer shall during the hire period be responsible for:

- Ensuring that appropriate policies and procedures are in place with regard to safeguarding children and child protection
- Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded
- Ensuring that the hire premises are efficiently and appropriately supervised.
- Smoking is not permitted anywhere in the School buildings or grounds.
- Animals, other than guide dogs, are not permitted anywhere on the School premises.
- Ensuring the proper use of the School's facilities (specialist equipment is not generally available ie projectors, audio equipment, stage lighting, cookers etc unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.
- Ensuring that all fire exits in the hired area(s) are kept unobstructed and that no obstruction is placed, or allowed to remain, in any corridor giving access to the hired premises
- Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment and the establishment's exit routes
- Familiarising themselves with the fire alarm positions, the locations of the firefighting equipment and the establishment's exit routes
- Ascertaining the location of the nearest emergency telephone
- The provision of a first aid kit

At the start of the hire period, it is recommended that you ensure all users of the premises are aware of the emergency procedures.

A plan of the premises has been provided (see Appendix 6) and there are 'Fire Action' notices displayed in every room throughout the School. The fire assembly area is on the top tennis courts (see plan for location).

DURING SESSION(S):

- Ensure staff and participants respect the School's premises and equipment
- No food or drinks in the Hall
- Ensure participants do not enter the building until Hirer arrives, even if they are able to enter the building because school staff may still be on site
- Ensure participants do not stray outside designated area

ON LOCKING UP AT END OF SESSION(S):

- Ensure all areas are left tidy and that all rubbish is picked up and disposed of properly and removed from site. Mops and buckets are available in case the floor needs a spot mop
- Put away any equipment used
- Ensure all fire doors and windows are properly closed
- Ensure no one is left on the premises
- Turn lights off
- Do not leave the premises until the keyholder has arrived to secure the building(s) or site

Appendix 4 – Risk Assessment:

Responsibilities for short-term hiring and for shared use of educational premises have been set out in the School's Lettings Policy. When the premises are used for purposes not under the direction of the Headteacher, the Health and Safety responsibility lies with those in charge of the activities conducted within the building and this is established as part of the Letting or Hire Agreement. The School Business Manager will ensure that hirers who use the School premises are aware of their responsibilities and carry out their operations in such a manner that all statutory and advisory safety requirements are met. When the School premises or facilities are used either in or out of normal school hours for a school-sponsored activity, the organiser of the activity will be responsible to the Headteacher for meeting these requirements.

The key areas that Hirers or Organisers of activities should include in their Risk Assessments include:

- Use of an appropriate safe place for the activity to take place including safe means of entry and exit
- Appropriate policies and procedures with regard to safeguarding children and child protection
- Use of safe equipment, plant and safe systems of work that are appropriate to safe and healthy working conditions (or safe execution of the activity)
- Safe arrangements for the handling, storage, movement of articles and substances including Personal Protective Equipment if required
- Supervision, training and instruction so that the activity can be performed in a safe and healthy manner
- Sufficient provision for accident (first aid) and welfare

Hirers are expected to evidence that they, or their organisation has appropriate insurance cover, risk assessment and DBS clearance for the activity to take place on school premises. A signed Lettings Agreement sets out binding Conditions of Hire. The School will provide a copy of this Risk Assessment, instructions for Discovery of Fire, Emergency Evacuation and in the event of a Bomb Threat. A plan of the School will also be supplied.

Review and revision

The following hazards have been identified as likely to arise on school premises during a letting of school premises. Review is on-going as part of the Governors security and Health and Safety obligations. Therefore, where other hazards are identified, they will be added to this Risk Assessment and control measures prioritised and implemented.

Monitoring of the control measures devised from the risk assessment will need to be undertaken to ensure that they are working in practice. The behaviour of both organisers and participants during the Hire Period on School premises must also be monitored. Any deviation from the agreed control measures must be dealt with to ensure that safety is maintained on School premises.

RISK ASSESSMENT

What are the hazards? Who may be harmed?	Control Measures
<p>Fire Risk</p> <ul style="list-style-type: none"> Any person organising or participating in an activity not under the direction of the Headteacher 	<p>New Mills School has completed a Fire Risk Assessment of the building</p> <p>Emergency Exits are well signposted around the building and must not be locked or obstructed</p> <p>Emergency Equipment (ie fire extinguishers) are serviced as per Statutory requirements</p> <p>A Fire Alarm Call Point is accessible in all areas</p> <p>The whole school site is a No Smoking area</p> <p>Hirers and school staff organising activities are instructed in Emergency Evacuation procedures and are responsible for making all participants aware of Emergency Evacuation procedures at the start of each Hire Period</p> <p>Hirers and school staff organising activities will have access to a mobile telephone at all times</p>
<p>Vehicle & Pedestrian Accident</p> <ul style="list-style-type: none"> Pedestrians arriving or leaving site Drivers arriving or leaving site either as participants or to drop off or collect participants Organisers of activities loading or unloading equipment for the event 	<p>Drivers must exercise extreme caution when pedestrians are in the same area</p> <p>Pedestrians must be encouraged (or supervised) to behave in a sensible manner when arriving or leaving the premises</p> <p>Drivers arriving to drop off or collect participants should be made aware of possible congestion problems and encouraged to park in a designated parking place, or a short distance away from the School</p> <p>Organisers should load / unload equipment from an appropriate area not in conflict with pedestrian movement</p>
<p>Accident Resulting from Unsafe Equipment, Plant or Systems of Work Used in the Event/Activity</p> <ul style="list-style-type: none"> Organisers Participants 	<p>School activities are co-ordinated by a member of staff and are approved by the Headteacher and are covered by a risk assessment</p> <p>All plant and school equipment is regularly serviced and tested as per statutory requirement</p> <p>Hirers use school equipment only by prior agreement and at their own risk</p> <p>Hirers should complete a risk assessment for their event / activity</p> <p>Hirers should ensure that their equipment is well maintained and appropriate to the task being undertaken. Electrical equipment should be PAT tested</p> <p>Staff should be aware of risk (ie safe working at heights, manual handling etc) and have read and signed the appropriate risk assessment to minimise risk</p> <p>Personal Protective Equipment (ie gloves, goggles etc) should be used as recommended</p> <p>Staff should be trained or instructed in the operation of equipment</p>
<p>Slips, Trips and Falls</p> <ul style="list-style-type: none"> All 	<p>New Mills School has completed a Slips, Trips and Falls Risk Assessment</p> <p>All spillages must be cleaned up immediately</p> <p>Any hazards or obstructions such as trailing cables must be minimised and clearly hazard marked</p> <p>Any new hazards identified should be notified to the school if the concern cannot be completely addressed during the hire period</p>
	<p>Organisers are responsible for the behaviour of all participants in the event / activity</p>

Inadequate Supervision or Welfare Related Incidents <ul style="list-style-type: none"> • Organisers • Participants • Members of the public ie families of participants 	Organisers must make all participants aware of the limits of the activity within the building / site
	Organisers must take all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded
	Organisers have the responsibility to obtain DBS clearance for all activities involving children
	Organisers must make arrangements to provide for first aid cover and have information available for Emergency contact and known medical conditions of participants Staff: children ratios must be appropriate for the activity to ensure that the activity can be performed in a safe and healthy manner and that welfare issues can be addressed
	Organisers must ensure that they know who is on site at any time and must have a procedure in place to ensure that everyone is off site at the end of the activity
Security of the Premises and Safety of Persons Using the Premises <ul style="list-style-type: none"> • Organisers 	Organisers have the responsibility to ensure the security of the premises at all times during the hire period
	Staff should maintain a procedure to reduce the risk of intruders onto the site by keeping exterior doors closed unless in sight at all times
	Intruders onto the site should be challenged only where there is no perceived risk to the challenger, otherwise the police should be called. All incidents of intruders onto the site must be notified to the School
	Organisers should ensure electrical equipment and lighting is switched off or unplugged before leaving the building
	Organisers have the responsibility to ensure the premises are left in a secure condition on completion of the hire period or activity / event Organisers should ensure that they have made arrangements for the safety of the first person to arrive on site and the last person to leave in the context of the Lone Worker

Appendix 5 – Additional Information for Hirers

DISCOVERY OF FIRE IN THE BUILDING

- Immediately operate the nearest Break Glass fire alarm point
- Attack the fire, if appropriate, using the correct appliance. If in doubt, do not fight the fire. Ensure the safety of yourself and others
- Get everyone out of the building quickly in an orderly manner by the nearest available exit. Follow the green EXIT signs and arrows to the designated Fire Assembly point which is on the Top Tennis Courts (see plan)
- Check that no one is left behind
- DO NOT stop to collect personal belongings
- DO NOT run
- DO NOT enter the building until told it is safe to do so by the Emergency Services

Hirers / organisers should make themselves aware of alternative routes and exits from the building

Staff members (the Hirer's staff) should take charge of the evacuation and ensure as far as possible that:

- All occupants have left the room and any adjoining store and toilet area
- Doors and windows are closed
- Lights, equipment and appliance are switched off where practicable to do so
- A personnel check is made at the Fire Assembly point and the Emergency Services informed of any concerns
- At all times, staff should be aware of changes to conditions and listen for appropriate instructions. Staff must be aware that their expected escape route might become unavailable, either because of severe congestion or because of the location of the fire itself.
- Staff should make themselves aware of alternative routes and exits from the building.

BOMB ALERT WARNING & EVACUATION PROCEDURES

If you receive a bomb warning telephone call:

- Endeavour to obtain full details as to where in the School the bomb has been placed
- When it is due to explode
- Take note of the caller's accent and any unusual words or phrases he/she uses
- Also if there is any background noise eg traffic noise, office noise
- Leave the line open – do not replace the handset

After receiving a bomb warning, or if you find a suspicious article, you must **immediately** inform the Police

The Police will take the necessary action to inform the emergency services. The resultant effect (of this telephone call) will be to initiate a 'bomb alert'

- DO NOT tamper with any suspicious objects that are in the area
- Immediately switch off mobile phones and / or radios

- Open all windows and remain in the building in the hired location unless the Police have advised immediate evacuation
- When told to evacuate the building, follow Police instructions and adopt procedures as for a fire evacuation
- If the Police permit, Hirers and participants should take personal items with them as they may not be allowed to re-enter the building until it has been declared safe

Hirers hosting visitors should escort them to the assembly area

Appendix 6 – Plan of the site

