



Lettings Policy

Applicable to:	✓	Astley Community High School
		Seaton Sluice Middle School
	✓	Whytrig Middle School
Approval body:	Resources Committee	
Approval date:	23 June 2016	
Effective date:	1 September 2016	

Status:

Statutory policy or document	Yes
Review frequency	Governing body to determine
Approval by	Governing body to determine committee, individual governor or headteacher

Publication:

Statutory requirement to publish on school website	Yes
Agreed to publish on school website	N/A

Version Control:

Revision Record of Approved Versions			
Author	Creation Date	Version	Status
Business Manager ACHS WMS (SLH)	17 June 2015	1.0	Final approved version for 2015-16
Changed by	Revision Date		
Business Manager SVF (SLH)	23 June 2016	2.0	Final approved version for 2016-17

Review Date	
Frequency	Next Review Due
Annually	June 2017

1 Scope

This policy applies to all lettings for the Elsdon Avenue site shared by Astley Community High School and Whytrig Middle School for the period 1 September 2016 – 31 August 2017.

2 Definitions

A letting is any use of the school buildings and grounds by parties other than the school. This may include community groups, commercial organisations or private individuals.

Activities that fall within the corporate life of the school are not considered to be lettings. These include extra-curricular activities for students of ACHS and WMS, school functions, events and performances and governing body meetings. Agreed arrangements with Active Northumberland for the Library Service and Northumberland County Council for Customer Services for the use of school premises are not considered to be lettings as alternative financial arrangements are in place.

3 Policy Statement

The Governing Body regards the school buildings and grounds (which are owned by Northumberland County Council) as a unique community asset and will make every reasonable effort to enable them to be used when not required by the school.

We aim to:

- ensure that the delegated budget shares of the schools are not used to subsidise the community use of premises;
- generate additional income and reinvest this in the schools;
- provide open and consistent charges that are publicly shared which differentiate between community groups/private individuals and commercial organisations;
- ensure that buildings and grounds are in good working order and compliant with relevant standards of health and safety; and
- provide efficient administrative and financial procedures for bookings.

4 Charges for lettings

The Governing Body is responsible for setting charges for letting of the school premises. The charges for lettings are provided at Appendix 1 and will be reviewed annually by the Governing Body usually with effect from 1 September. The Executive Headteacher and Business Manager will have sole discretion to discount the charges for any new hirers by up to 20% for a maximum period of 3 months. Details of charges will be published and made available to the potential hirer in advance of any letting being agreed.

The Executive Headteacher and Business Manager can determine which category of charge applies to any particular individual or organisation.

The Governing Body agrees that from September 2016 until August 2017 the maximum increase incurred by any current longstanding hirer (as identified at the sole discretion of the Executive Headteacher or Business Manager) through the application of the charges in Appendix 1 will be 5%. Calculations will be based on an equivalent number of hours/weeks as the booking for September 2015-August 2016.

5 Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings in accordance with this policy to the Executive Headteacher. Where appropriate, the Executive Headteacher may delegate all or part of this responsibility to the Business Manager, such as administration, security and health and safety, whilst still retaining overall responsibility for the lettings process.

All bookings will be subject to both parties entering into a formal Lettings Agreement which will set out the terms and conditions of use. No letting will be regarded as booked until the Lettings Agreement has been authorised by the Executive Headteacher or Business Manager, any requirements to inspect the organisation's insurance, child protection policy or other formal documents have been met and payment has been received in accordance with the terms of the Letting Agreement and the charges in Appendix 1 (taking into account any discretion exercised under 4 above).

The Executive Headteacher has the sole right to refuse to enter into a lettings agreement with a potential hirer but will not unreasonably do so. For example, this may be based on an assessment of the risks associated with the activity and the capacity of the school to meet any specific legal requirements in relation to its role as operator of the facility. The reason for refusal will be recorded and explained to the individual or organisation.

6 Insurance

All hirers from commercial organisations and formal community groups will be responsible for providing evidence at the time of booking that they have adequate public liability insurance and, where they engage employees, employer's liability insurance to the values deemed appropriate by the Insurance Section of Northumberland County Council (currently a minimum of £5 million for each incident for public liability insurance and a minimum of £10 million for each incident for employers' liability insurance).

Subject to entering into an appropriate Service Level Agreement with Northumberland County Council (or alternative provider) and any prior approval required by the insurers, the Governing Body may at its sole discretion provide Third Party Hirer's Public Liability Insurance for the benefit of informal community groups and private individuals at no additional cost.

7 Safeguarding of children and vulnerable adults

Any hirer whose use of the premises will include activities that fall within the definition of "regulated activity" with children or vulnerable adults will be required to adopt and implement appropriate recruitment practices including vetting and barring checks which meet at least minimum statutory requirements.

All hirers that are providing services to children are required to have their own child protection policy, which is considered to be fit for purpose by the school, that makes it clear to staff, parents and children what you and your organisation will do to keep children safe and how any concerns will be dealt with. A copy of this policy must be provided in advance of any letting agreement being signed by the school.

8 Monitoring and review

An annual report on lettings will be made to the Governing Body and will include information on users, income and expenditure, any incidents/accidents and any lettings refused.

Appendix 1 – Hourly Lettings Charges for Astley Community High School and Whytrig Middle School from 1 September 2016 - 31 August 2017

Area	Category 1 – Private individuals and charitable/non-profit making community groups	Category 2 – Commercial organisations or organisations that charge a fee for activities
Sports Hall		
Mon-Fri	£24.20	£29.40
Sat-Sun	£29.40	£33.60
Swimming Pool		
Mon-Fri	£31.50	£42.00
Sat-Sun	£42.00	£57.80
Main Hall		
Mon-Fri	£21.00	£31.50
Sat-Sun	£31.50	£42.00
Gym		
Mon-Fri	£15.80	£21.00
Sat-Sun	£21.00	£31.50
Outdoor Pitches e.g. football or rugby pitches		
Mon-Fri	£21.00	£26.30
Sat-Sun	£26.30	£31.50
Changing Rooms and Toilets (only charged if hired in addition to Outdoor Pitch)		
Mon-Fri	£7.90	£10.50
Sat-Sun	£10.50	£13.10
Car Park (subject to availability and use by school/community users)		
Mon-Fri	£25.60	£30.75
Sat-Sun	£35.90	£41.00
Classrooms/Meeting Rooms – Astley Community High School or Whytrig Middle School		
Mon-Fri	£13.10	£15.80
Sat-Sun	£15.80	£21.00

Regular bookings – A single booking of the same area for 38 weeks or more per year will be discounted by 10%. For example, sports hall £24.20 x 38 = £919.60 - 10% = £827.64.

Simultaneous bookings of two areas or more - Hirers will be charged 100% of the charge for the area with the highest charge and receive a 50% discount for each additional area booked. (Where relevant, the regular booking discount above will also apply.)

Retainer – A user that wishes to guarantee that two areas are available but only use one area (e.g. the sports hall or outdoor pitches depending on weather conditions) will be charged 20% for the second area in order to retain guaranteed access to it for the duration of the booking. (Where relevant, the regular booking discount above will also apply.)

VAT for hirers of sports facilities for sports events - VAT will be charged at standard rate (currently 20%) in addition to the hourly rate above, unless the booking is for more than 24 hours or is for at least 10 individual lettings within 3 calendar months occurring at intervals of at least 1 day but not more than 14 days **and** the sessions are paid for in full (either in advance or in instalments) in which case it will be exempt from VAT.

Chairs/tables - Bookings at weekends that require chairs and tables to be set up may incur an additional charge. Any charge will be confirmed before a booking is made.