



# Lettings Policy 2019-20

# HORSFORTH SCHOOL

## Lettings Policy

### 1 Aims

The purpose of this policy is to provide guidance to an individual or organisation wishing to access Horsforth School and ensure there is a fair and transparent charging policy in place.

### 2 Context

Horsforth School operates within guidance and procedures set out by the Department for Education.

Horsforth School has a responsibility to ensure the efficient use of school premises and making them available for use by the local community.

### 3 Evaluation

This Policy will be evaluated every three years by the Trustees of the School to ensure it is still fit for purpose. Circumstances may require more frequent modifications.

### 4 Authors

This policy has been updated by ELD in May 2019

### 5 Procedures

Procedures to support this policy are appended as follows:

**Appendix 1** Procedures and Objectives

**Appendix 2** Definition of Users and Terms

**Appendix 3** Table of charges

## Appendix I            Procedures and Objectives

### **1. Objectives**

The Trustee Board of Horsforth School is committed to ensuring the efficient use of the school's premises and making them available for use by the local community. In doing so it recognises the following principles:

- that school premises represent a significant capital investment and should be utilised as a valuable community resource;
- educational usage of our premises constitute a natural priority;
- that a profit margin is desirable when derived from commercial usage but this is not the overriding objective when facilitating education activity and community activity by recommended users.

The Trustees have the following additional policy objectives:

- that expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget
- that school will seek to maximise income from lettings wherever possible
- that school will accommodate recommended lettings wherever it is economically viable to do so
- that school reserves the right to use its discretion to cancel/refuse lettings in such instances where they would not be economically viable or in keeping with the general ethos of the school

### **2. Delegated Authority**

The Trustee Board has delegated the authority to receive applications for lettings of a routine nature to the Letting Administrator, who will consult with the Headteacher, and the Director of Business and Finance to accept/decline applications for hire of the premises.

This includes the authority to determine recommended status of any organisation.

### **3. Priority Usage**

The Trustees have agreed the following categories of priority user:

- statutory users;
- educational/community users;
- commercial users.

### **4. Scale of Charges**

In arriving at their scale of charges the Trustees have followed the following principles:

- that statutory users will be charged an amount commensurate with statutory regulations;
- consideration has been given to subsidies being applied to some educational/community users;
- that commercial users should be charged at least cost, plus an income margin for the school if desired;
- that there will be parity of treatment for similar users;

For the purposes of charging, the Trustees will determine to which charging group any individual or organisation belongs. The basis of charging will be determined by the type of organisation hiring the premises, the purpose for which the letting is arranged and the period of time when the letting taken place – as detailed in Appendix I.

The scale of charges relating to the stated categories of users are detailed in Appendix 2. Discounts form part of the scale of charges in Appendix 2 and are the only permitted variations to the standard charges. No member of staff is allowed to vary or to deviate from the Trustees published charging policy. The Trustees are constrained by law to apply value added tax to all transactions where this is appropriate. The Trustee Board has the power to use available funding to provide a further subsidy where a particular group is determined by the Trustee Board to be making a significant contribution to its extended services provision.

## **5. Remissions**

The Trustee Board reserves the right to use its discretion to remit or waive any charges, or part thereof, on the basis of a proposed hirer's circumstances as it sees fit. It has delegated this discretion to the Headteacher and Director of Business and Finance using the following principles:

- that there will be a parity of treatment for similar users
- that any decision to waive a charge will be subject to periodic review, at least on an annual basis
- that all decisions will be reported termly to the Trustee Board
- that in the event of appeal or dispute the Trustee Board retains the final power to decide on a waiver

## **6. Debt Recovery Procedures**

Three reminders will be sent:

- Initial "overdue payment" reminder  
An initial reminder should be emailed as soon as the payment becomes overdue
- A formal letter should be issued 2 weeks after the informal reminder – the date of the initial reminder should be recorded in the letter.
- A third and final debt will be issues 2 weeks after the formal reminder letter

If after 3 written reminders, a response or payment is not received it will be referred to the Director of Business and Finance

A letter may at this stage be sent to the debtor advising them that the matter will be referred to our legal advisors.

Failure to pay will lead to termination of the letting.

## **7. Conditions of Hire**

- All prospective hirers are required to complete a booking form and to comply with the Conditions of Hire document attached to the form.
- All hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers must complete a letting agreement before hire of the premises commences.
- All hirers having completed a letting agreement will receive a copy of the conditions of hire and will hold a legal hire agreement. The hire agreement is a contract which the Trustees may enforce at law.
- Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.

- The school maintains insurance cover for liabilities incurred by Trustees with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of the hirers and external organisations must have third party liability insurance cover.
- A copy of a valid insurance policy must be submitted with any application to use the school grounds or premises.
- Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.
- No smoking is permitted by individuals hiring the school premises.
- Consumption of alcohol by individuals hiring the school premises is not permitted unless the Headteacher has given permission for an occasional license to be obtained. It is the responsibility of the hirer to ascertain licensing requirements and to ensure that all relevant requirements are met and observed.
- Where hirers use equipment that is the property of the school, the Headteacher/ Director of Business and Finance shall satisfy themselves that the hirer is capable of using such equipment
- The School, however, reserves the right to refuse, at its absolute discretion, to let its premises or facilities, particularly where the letting may be to the detriment of the School, its staff, students and the local community. The following activities are not normally considered to be appropriate for lettings as they are not deemed to be compatible with the mission or purpose of the School and/or are not able to be accommodated within the School's facilities:
  - events or activities with little potential to generate income or support for the School;
  - events or activities which include content which is (and/or have the potential to result in behaviour or conduct) of a nature considered by the School to be offensive, obscene, discriminatory, sensitive or otherwise inappropriate;
  - events or activities which may contravene School policy or procedure;
  - events or activities which are inconsistent with the School's mission or purpose;
  - events or activities which may adversely affect the School's reputation and/or bring the School into disrepute.

This list is intended as a guide and is not exhaustive.

## **8. Administration of Lettings**

The Trustees recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to receive applications for lettings of a routine nature to the Lettings Administrator, who will consult with the Headteacher and the Director of Business and Finance to accept /decline applications for hire of the premises.

## **9. Security / Safeguarding**

The Trustees are mindful of their responsibility to protect Horsforth School's assets and safeguard young persons and vulnerable adults using school premises. With regard to security of assets Trustees would normally insist upon continuous caretaking presence in view of leaving the school vulnerable to theft or damage. However they reserve the right and delegate power to the Headteacher to make variations where in his/her judgement continuous caretaking presence is not justified. With regard to safeguarding, Trustees agree to procedures included in the conditions of hire document.

## **Appendix 2      Definition of Users and Terms**

### **I. Users**

#### **Group A Users**

Commercial organisations

#### **Group B Users**

Local not for profit community organisations for over 18's

#### **Group C Users**

All organisations must be voluntary and non-profit making. Those organisations that will be considered as Group C Users must meet the following criteria;

- all adults involved with the organisation should be employed in a voluntary capacity and not receive any payment/salary for their time/work (excluding registered voluntary organisations)
- any income from subscriptions collected should only be to cover the running costs of the organisation such as insurance, DBS checks, travel and subsidiary expenses, hire fees and purchase of essential kit and equipment.
- Any organisation not meeting the above criteria will be considered either a Group B User (local community organisation, over 18s) or a commercial organisation and Horsforth will set its own charges that will be a minimum of cost recovery, examples are;
  - ❖ operating in a business capacity
  - ❖ limited company
  - ❖ charging competitive fees for tuition or admission
  - ❖ income collected results in the retention of profit and/or equipment that can be considered as a re-saleable asset

### **2. Terms**

Statutory Users: These users have the right to use a school backed by specific legislation. The only such use of schools is concerned with the use of elections – Council, National and European.

## Appendix 3 – Table of charges

Schedule of Charges from 1<sup>st</sup> September 2019

FACILITY	GROUP A Private/Corporate	GROUP B Adults	GROUP C Juniors
School Hall – Secondary (+ 25% weekend premium)	£55 / hr	£33 / hr	£24 / hr
Gym/Dance Studio	£42 / hr	£30 / hr	£20 / hr
Drama Studios	£38 / hr	£27 / hr	£17/ hr
Sports Hall	£71 / hr	£35 / hr	£30 / hr
Specialist Classroom	£26 / hr	£21 / hr	£16 / hr
Classroom/Meeting Room – first room	£22 / hr	£17 / hr	£13 / hr
Hire of Projector / Coffee Machine	£22 / hr	£17 / hr	£13 / hr
Each subsequent Classroom/meeting Room	£13 / hr	£11 / hr	£7 / hr
Grass Playing Field per Match (2 hours)	£77	£42	£27
Changing Facility per Match (2 hours)	£48	£17	£11
Astro Turf Pitch Full (price includes floodlights + Changing Rooms))	£110 / hr	£87 / hr	£44 / hr
Astro Turf Pitch Half (price includes floodlights + Changing Rooms)	£55 / hr	£44 / hr	£22 / hr
Astro Pitch Weekend Match	£87 / match	£71 / match	£46/match

### Notes

- Charges are inclusive of site staff in attendance – weekdays only and heating and lighting
- Different rates apply to Group B bookings which are one off events – please discuss and agree with the Lettings Administrator when booking.
- Special rates apply to Commercial bookings of more than 10 weeks – please discuss and agree with the Lettings Administrator when booking.
- Special rates apply to weekend and holiday use to include the attendance cost of site staff at weekend overtime rates – please discuss and agree with the Lettings Administrator at the point of booking.
- Equipment hire to be negotiated separately as required
- The Board of Trustee reserves the right to charge £20 an hour pro-rata for hirers that lettings over-run by more than 15 minutes