

Lettings Policy



	Name	Date
Prepared by:	Mr Dominic Smart & Mr Muir Mackean	September 2021
Approved by:	Resources Committee	September 2021
Version number	3	Date of next review: Sept 2024

De Bohun Primary School & Children's Centre

1. 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 available for the delivery of extended services including community use provided that no proposed letting is considered detrimental to the school and/or its pupils.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation"*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Making an application for a Letting

All requests for lettings should be made through our Lettings Agent, school-lettings@hotmail.co.uk. As set out in the School lettings agreement at Appendix A (and for the avoidance of doubt), the Lettings Agent will ensure that all hirers have Public Liability Insurance, and will be responsible for checking and recording that all hirers' Public Liability Insurance certificates and/ or policies are up to date

4. Charges for a Letting

The Governing Body has delegated responsibility to the Lettings Agent for setting charges for the letting of the school premises. A charge may be levied in order to cover, among other things:

- 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 insurance;
- Cost of use of school equipment (if applicable); and
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body. These charges will be set by the Lettings Agent see (Appendix B), but agreed by the Governing Body. This review will take place during the spring term, for implementation with effect from 1st April of that year, with a view to a minimum annual increase of 2.5%. Current charges will be provided in advance of any letting being agreed. With regard to any material damage caused to the school during the course of a letting of the premises, the Lettings Agent shall invoice the relevant hirer for the cost

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of remedying any such damage.

5. 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 to this under certain circumstances).

6. Management and Administration of Lettings

The Lettings Agent is responsible for the management of lettings, in accordance with the Governing Body's policy.

7. The Administrative Process

Please refer to Appendix A, 'School Lettings Agreement' for an overview of the administration process.

8. Child Protection

All hirers working with children will be required to submit a DBS check, which will be requested by the Lettings Agent and be included in the school's Single Central Record. Hirers are also required to provide a safeguarding policy to the Lettings Agent. Hirers will be responsible for following their own Children Protection Procedures as appropriate. However, the school will only accept DBS checked hirers on-site before 6:00pm and will not permit the school to be let for adult members of the public before this time.

9. Complaints

All complaints about administration of the letting should be directed to our Lettings Agent – school-lettings@hotmail.co.uk, who will act as a formal arbitrator in the case of a dispute between the school and the hirer.

Complaints about the quality of the provision should be made, in the first instance, directly to the relevant hirer. If this does not resolve the issue, further representation can be made to amacmurdie@debohun.enfield.sch.uk who will resolve as appropriate.



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Appendix A

SCHOOL LETTINGS AGREEMENT

THIS AGREEMENT FOR SCHOOL LETTINGS SERVICES (this "Agreement") dated this _____ day of 2021

BETWEEN

(the "School")

OF THE FIRST PART

- AND -

SCHOOL LETTINGS

(the "Lettings Agent")

10 Durley Road, Seaton, Devon EX12 2HW

OF THE SECOND PART

BACKGROUND:

A. The School is of the opinion that the Lettings Agent has the necessary qualifications, licenses, experience and abilities to provide services to the School.

B. The Lettings Agent is agreeable to providing such services to the School on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

THE LETTINGS AGENT SHALL PROVIDE THE FOLLOWING SERVICES/GUARANTEES TO THE SCHOOL:

1. Access to a helpdesk from 8am to 5pm Monday to Friday excluding public bank holidays.
2. The Lettings Agent shall be contacted on 07854 029622 or schoollettings@hotmail.co.uk
3. Collection of fees from the hirer.
4. The Lettings Agency will ensure that all hirers have Public Liability Insurance and will check and record all hirers Public Liability Insurance is up to date.
5. The Lettings Agency will have its own Employers Liability Insurance.
6. In most cases, monies will be collected from the hirer before the hirer uses the facilities. The School will be consulted for any exceptional cases.
7. Advice and guidance on Lettings charges for each individual School
8. Liaise with the Local Authority on behalf of the School as and when needed for Kitchen use.
9. Act as formal arbitrator with the hirer in the case of a dispute with the school or vice versa.
10. Liaise with the caretaker/site manager of the School.
11. Either BACS or FAST payment on the third working day of each month comprising of the previous month's hirers fees minus 10% Lettings Agent fee. The FAST payment system is the preferred method of payment as payments will reach the school on the same day.
12. Advertise the Schools facilities through a website and other publications subject to the approval of the School.

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13. Details of the requested hire including purpose, date and fee charged.
14. Confirmation via email and telephone of any cancellations within 4 hours of receiving notification of the cancellation from the hirer.
15. The Lettings Agent WILL NOT be responsible for collecting and monies from hirers who have not received a formal permit to use the Schools facilities from the Lettings Agent.
16. The Lettings Agent will carry out any checks against the hirer including DBS checks if required.
17. The Lettings Agent will inform the School of any issues with a hirer.
18. The Lettings Agent will inform the School of any changes to the original booking

THE SCHOOL SHALL PROVIDE THE FOLLOWING GUARANTEES/PROVISIONS TO THE LETTINGS AGENT:

1. Details of any hirer who makes a direct enquiry to the School.
2. The School WILL NOT accept any direct bookings from any hirer without referring the hirer to the Lettings Agent.
3. The School WILL NOT receive any payment directly from a hirer irrespective of how the booking was made.
4. Details of the charges that the Governing Body of the School has agreed.
5. The School shall not alter any charges without providing the Lettings Agent with seven days' notice.
6. The School has the final decision as to whether a booking from a hirer is accepted or not.
7. No details need to be provided to the Lettings Agent if the School decided not to accept a booking from a hirer.
8. The School must inform the Lettings Agent of any cancellations ASAP.

THE CHARGES

1. The Lettings Agent will charge the School 10% of the total income raised from the hiring of any of the agreed facilities at the School. .
2. The fee will be charged on a monthly basis and will be deducted from the monies paid to the School from the hiring of the agreed facilities.
3. Any cancellation fees will be deducted from the payments to the School.

TERMINATION OF CONTRACT

1. Both the School and the Lettings Agent must provide the other party with three months' notice in order to terminate this contract.
2. Failure to provide this notice period could result in either party charging the other party for lost income.
3. The contract will be ongoing until either party offers the other party notice of termination of contract.

CONTRACT DISPUTES BETWEEN THE SCHOOL AND LETTINGS AGENT.

1. Any contract/service disputes between either party must be heard with within 14 days of the dispute being raised.
2. A formal meeting will take place at the School's site and every effort will be made by both parties to resolve the dispute.
3. If the dispute cannot be resolved, either party reserves the right to serve the other party notice of termination of contract.

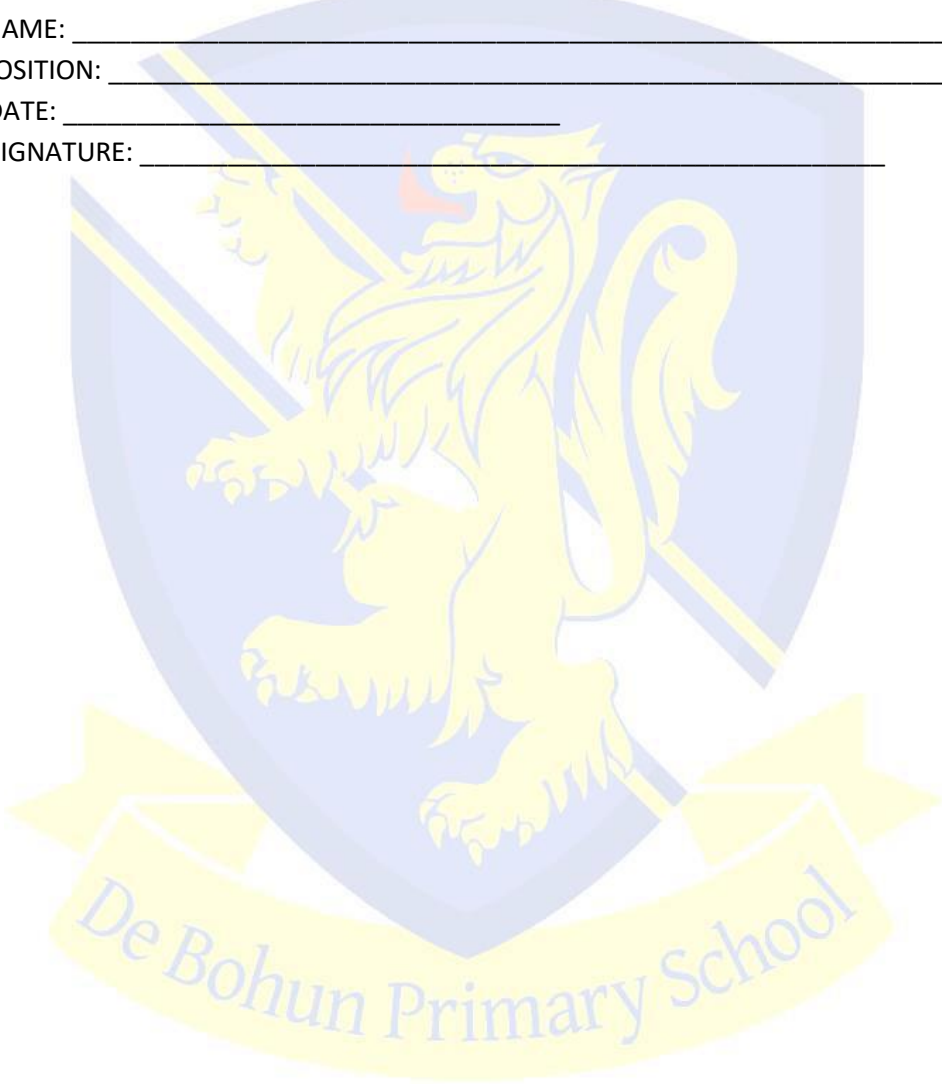
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SIGNED BY THE SCHOOL

NAME: _____
POSITION: _____
SIGNATURE: _____
DATE: _____

SIGNED BY THE LETTINGS AGENT

NAME: _____
POSITION: _____
DATE: _____
SIGNATURE: _____



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Appendix B

DE BOHUN PRIMARY SCHOOL

SCALE OF CHARGES FROM SEPTEMBER 2021

Hall (Community Rates)

Monday to Saturday	£37 per hour (£25.63 straight after school)
Sunday	£42 per hour

Hall (Social Functions)

Monday to Friday	£47 per hour
Saturday and Sunday	£64 per hour
Refundable Deposit	£500

Pre school classroom 30 children max (leads to outside)

Saturdays (daytime)	£31.50
Sundays (daytime)	£41

Kitchen (only available with dining hall)

Monday to Saturday	£26
Sundays	£36
Use of ovens and hobs	£15.40 per 100 people
Member of staff	£34 per hour

Classrooms

1-2 rooms	£16.40 per hour
3 rooms	£15.80 per hour
4 rooms	£13 per hour
5 + rooms	£10.50 per hour

Children's Centre

£30 per hour from 4.15pm

Field or Playground Community Rate

Monday to Saturday	£37 per hour
Sunday	£42 per hour

Field or Playground Commercial Rate

Monday to Friday	£47 per hour
Saturday and Sunday	£64 per hour
Refundable Deposit	£500

All Day Holiday Club £150 per day

Charges will increase each September by 2.5%