



# Lettings Policy

<b>Date reviewed by School</b>	Autumn 2023
<b>Date ratified by FGB</b>	14 November 2023
<b>Date for next review</b>	Autumn 2026

## 1 Introduction

- 1.1 This policy refers to the charges for room hire and other lettings at Uplands Primary School and Nursery.
- 1.2 This has been approved by the Governing Board. The Governing Board recognises that the school premises represent a significant capital investment that should be fully utilised, and are a valuable community resource, and seeks to use the lettings policy to administer this in a fair and consistent way.

## 2 Policy objectives

- 2.1 The aims of this policy are:
  - to ensure that there is a clear and regulated system for hiring out areas of the school for private or commercial purposes
  - to provide a framework of expectations for lettings
  - to provide a clear charging structure for lettings
  - to allow the safe hire of the premises

## 3 Priority usage

- 3.1 The Governing Board have adopted the following categories of priority user:
  - Before/After School use for Uplands pupils only
  - Community use e.g. local community meetings
  - Private community use e.g. Parent hire for birthday party
  - External Club Provider
  - Wraparound Care Provider
- 3.2 The Governing Board have delegated their power to determine designated status to the Headteacher. This does not preclude the Headteacher from referring sensitive applications to the Full Governing Board for their consideration.

## 4 Administration of lettings: General



- 4.1** The Governing Board recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Therefore, they have delegated the authority to accept applications for hire to the Headteacher, who may delegate to an appropriate administrative staff member (e.g. School Business Manager) if necessary.

## **5 Variation**

- 5.1** No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from The Governing Board's published charging policy, except in the cases stated in 5.2.
- 5.2** There may be specific and singular cases where a deviation from the charging policy may be acceptable and necessary. This will be known as a 'Tailored Booking'. In these instances, a request will be made, by one of the staff members with delegated authority (as stated in 4.1), to the Governing Board, and this will be noted in the minutes at the next appropriate meeting. The Governing Board will approve the request and the tailored booking will be made.

## **6 Lettings documentation**

- 6.1** All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers must complete a Lettings Contract and are to receive a copy of the Lettings Policy. The hire agreement is a contract which the Governing Board may enforce at law.

## **7 Scale of charges**

### **Scale of charges**

- 7.1** For the purpose of charging, the staff members with delegated authority (as stated in 4.1) are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.
- 7.2** The scale of charges can be located in a separate document, Lettings Charges.

### **Discounts**

- 7.3** These form part of the scale of charges (Lettings Charges) and are the only permitted variations to the standard charges. Please refer to 5.2 for reference to variations to the charging policy.

### **Value Added Tax**

- 7.4** The Governing Board are constrained by law to apply value added tax to all transactions where this is appropriate.



**Minimum charges and deposits**

- 7.5** The minimum hire period will be one hour.
- 7.6** The Governing Board reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

**Cancellations**

- 7.7** The Governing Board will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Lettings Charges.
- 7.8** The school will do its very best to give as much notice as possible if a cancellation (of any or all) of a hire/lettings contract is required. However, the school has the right to cancel the letting agreement at any time.

**8 Payment methods**

- 8.1** The Governing Board are mindful of their responsibilities in safeguarding the school from bad debt. Therefore, an invoice is raised at the time of booking and payment at this time is expected. Direct bank transfer, cheque or cash are acceptable. In all cases where cash or cheques are paid over then an official receipt must be issued.

**9 Security**

- 9.1** The Governing Board will not normally insist upon continuous Facilities Manager presence. However, they reserve the right and delegated power to the Headteacher to insist upon the Facilities Manager being present where, in their view, the nature of the hiring may leave the school vulnerable.

**10 Review of policy**

- 10.1** The Governing Board will review the following documents every **three** years, before December:
- Lettings Policy (this policy)
  - Lettings Contract
- 10.2** The Governing Board will review the following documents every **one** year, before December:
- Lettings Charges
- 10.3** In both cases, once reviewed, the charges and policies will go live for the April following a review.