

HELSEBY HIGH SCHOOL

LETTINGS POLICY

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 used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its students, 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 students) 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. All costs incurred by an outside organisation must be reimbursed to the school.

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 students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students 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.

Charges for Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including 'on-costs'
- Cost of wear and tear
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

As a general rule the lettings charges set by the Governing Body are calculated in accordance with the tariff issued by the local authority.

The specific charge levied will be reviewed annually, during the autumn term by the Finance Committee of the Governing Body.

The Headteacher has discretion in charging for the use of the school premises for the use of local school and community groups.

Current charges will be provided in advance of any letting being agreed.

VAT

The school follows the guidelines issued by the Local Authority regarding the charging of VAT. For specific lettings, clarification will be sought from the Local Authority.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Finance Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the School Business Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available. An initial letter of request to hire the premises should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing. 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 letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. The school will seek payment in advance in order to reduce any possible bad debts.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to a business tenancy, which would give the hirer security of tenure.

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

Public Liability and Accidental Damage Insurance

Organisations, community groups and individuals are asked to provide evidence of Public Liability insurance cover with a minimum indemnity level of £5m.

Risk Management and Insurance do not provide any public liability insurance (for the minimum £5m) for any small groups. However, they will take the risk in-house (for individuals and community groups) where the risk of the activity is low and providing risk assessments have been carried out and all control measures have been put in place.

Two risk assessments are required:

One to assess the activity itself

One to assess third parties using the building