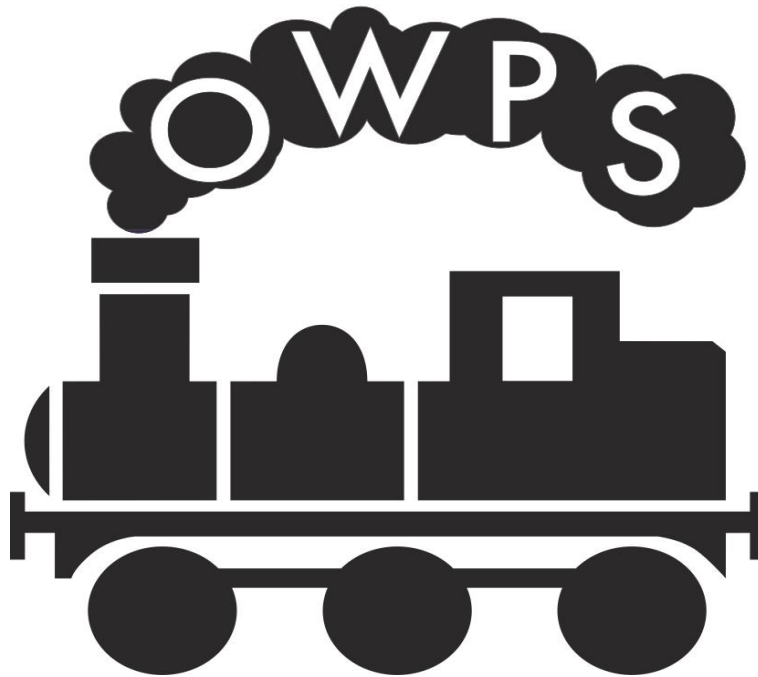


Orton Wistow Primary School



Lettings Policy

Status	Non-Statutory Guidance
Senior Lead	Headteacher
Version	FINAL

Approved by: LGB

Date: September 2023

Last reviewed on: Autumn 2023

Next review due by: Autumn 2024

1. Adoption

The Governing Body adopted the lettings policy set out below.

2. Introduction

The Governing Body of Orton Wistow Primary School regards the school buildings and grounds (which are owned by Peterborough City Council) 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 pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

3. Definition of a letting

A letting may be defined as:

"Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Information evenings for parents
- Parents' meetings
- Meetings of the PTA
- PTA organised events

4. Priority for lettings

The following lettings are especially encouraged:

- Lettings to ethnic minority groups such as mother tongue or supplementary schools
- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self-help groups
- Faith groups
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol without the permission of the school and a suitable licence gained
- Activities promoting gambling

5. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise (Scale 1)
- Community Lettings for other community activities which should be made on the basis of full cost recovery (Scale 2)
- Commercial lettings will be charged on a cost plus an income margin for the school (Scale 3)

6. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed **every 3 years by the Governing body** for implementation from **the beginning of the next financial/academic year**. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour.

The school reserves the right to require a refundable deposit of £100 over and above the hiring charge for any booking of the School Hall for a private function 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.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of Use (see below).

7. Letting Times and Charges – including available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

The School Hall

The School Hall has a floor area of 220 square metres.

No equipment (apart from the use of chairs or tables) is included in the hire fee. Any other equipment, other than chairs and tables, must not be used. Any specific requirements for other pieces of equipment should be noted on the booking form and confirmed by the school prior to the letting. Please note gym equipment is stored in the hall and should not be used. (If this needs moving prior to the letting, please make a note on the booking form).

According to fire regulations, the maximum numbers of people allowable in the school hall is:-

Seated at table (i.e. Buffet or Dance)	:	176
Disco Dance	:	350
Seated Shows etc	:	150

Classrooms, Staff room and Kitchen facilities

Can be hired by special arrangement only.

Parking

Approximately 45 cars using the designated parking spaces with an additional 2 disabled parking bays.

Variations to these facilities and times will be subject to the approval of **the school**. Please see the table at the end of this policy for information on charges.

8. Outline of Insurance Cover

In the event that there is no other insurance available the following risks can be insured in the name of the hirer:

- a) public liability to a limit of indemnity of £1 million
- b) damage to the hired premises by fire or explosion caused by the negligence of the hirer – no limit of indemnity
- c) other negligent damage to a limit of £25,000 with an excess of £100 any one claim (The excess may change, please confirm excess if a claim is to be made).

Premium

The premium for hirer's liability is charged as follows:

10% of hire charges or £2 whichever is greater – to be collected with the hire fee.

9. Conduct of users

It is the responsibility of the HIRER to:

- Ensure all users are made aware of the fire exits on each occasion the premises are used.
- Take all precautions to ensure the safety of all persons entering/using the premises during the period of hire (not least in the Kitchen).

- Ensure that no other areas of the school or equipment are used during the period of the letting.
- Parking of cars must be restricted to the designated parking areas.
- Ensure that cars are parked in such a way that emergency access to the premises is not blocked.
- Ensure that the hall (and the kitchen and toilets, if used) are left clean and tidy.
- Be responsible for the behaviour of all persons connected with the hiring.
- Ensure that no footwear liable to damage floors and floor coverings is worn in the School buildings.
- Refuse bins will be provided and all rubbish should be placed in the front entrance.
- Ensure that no dogs, other than guide dogs for the blind, are permitted on the school premises.
- Ensure that the appropriate licences are held for performances (musical and otherwise) on the School premises and that all conditions of such licences are adhered to.
- Ensure that the site is left secure at the end of the letting.
- An insurance policy is provided by the School Governors, which provides public liability indemnity (See Appendix). A premium of 10% of the hire fee is payable with the balance of the fee to cover the insurance.
- All portable electrical equipment used by the hirer must have been satisfactorily tested as required by the Health and Safety - Electricity at Work Regulations 1989
- The premises are subject to the normal Sunday Trading Laws under the Shops Act 1950 and only restricted items may be sold on Sundays. Details of these may be obtained from the Peterborough City Council Offices.
- The Governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.
- The School Governors may by arrangement allow a Hirer reasonable time to set out in advance of the hiring and clear up and remove property at the end of the hiring, or on the following morning (there may be a charge for this), but the School must be cleared and clean ready for its normal use. The Governors do not undertake safe custody of property remaining on the premises. Any extra cleaning costs if the premises are left in a dirty and untidy state will be recoverable from the Hirer. All litter must be cleared by the hirer.

10. Security

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

11. Licences

- This school does not hold a Public Entertainment Licence.
- No excisable liquor shall be sold unless either an occasional licence or an occasional permission has been obtained by the Hirer or on his behalf and the Hirer shall ensure that any conditions attached to such a licence or permission are complied with.
- The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- The hirer shall comply with the conditions of the licence granted by the Performing Rights Society Ltd and shall furnish to the Council, immediately after the end of the hiring a complete list of all songs sung and music performed giving the information required by the society in respect of each item.
- If any part of the premises are to be used for the purposes of gaming or games of chance of any description the Hirer shall be responsible for securing that the provision of the Betting, Gaming and Lotteries Act are fully observed and complied with.

12. Health & Safety Procedures:

- All the fire exits are clearly marked with a green sign above the door -these should be followed in an emergency evacuation.
- In the event of an emergency all persons should leave the building as quickly as possible and assemble on the main School playground.
- Under no circumstances should anyone re-enter the building.
- Fire hoses and extinguishers are located in the hall and corridors. Please make yourself aware of their

13. Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

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. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

The Headteacher on behalf of 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 and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

14. Cancellations

a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting; otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

B) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The L.E.A. and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Scale of Charges

	Scale 1		Scale 2		Scale 3	
	School use, FOWS, Governors		Statutory users, Social or Recreational activities, Charitable use, Fundraising, Educational activities conducted by recognised organisations, staff of OWPS private events.		Private Organisations or individuals holding Conferences, Business Meetings, Receptions and Private Parties.	
	1 st hour	Subsequent Hours	1 st hour	Subsequent Hours	1 st hour	Subsequent Hours
Classroom/Staffroom						
Term Time, Week Day between 6-9 pm	Nil	Nil	£14	£9	£16	£11
Holiday Week Day between 9 am-4 pm	Nil	Nil	£20	£13	£24	£17
Hall – which includes access to a small kitchen area (oven, microwave, sink area)						
Term Time, Week Day between 6-9 pm	Nil	Nil	£20	£13	£24	£17
Holiday Week Day between 9 am-11 pm	Nil	Nil	£24	£16	£28	£21
School Grounds – which includes access to a changing space and toilet facilities						
Term Time, Week Day between 3.30 - 7 pm	Nil	Nil	£14	£11	£19	£13
Holiday Week Day between 9 am - 6 pm	Nil	Nil	£16	£11	£21	£19
Weekend between 9 am- 6 pm (minimum of 3 hours)	Nil	Nil	£21	£16	£26	£19

Prices effective from 31st October 2023.