



# Lettings Policy

## 2021-2022

Last Reviewed	May 2020
Next Review Date	May 2022
Ratified by the Trustee Board	May 2021

# Lettings Policy

## 1 Aims

The purpose of this policy is to provide guidance to an individual or organisation wishing to access and hire Horsforth School and its facilities and to 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 year 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 2021.

## 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 Marketing and Lettings Officer, who will consult with the Headteacher, the Director of Business and Finance and Facilities Team to accept/decline applications for hire of the premises at Horsforth School.

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 bookings for adults/adult activities will be comparatively more than for bookings for children/children's activities
- that there will be parity of treatment for similar users.

For the purposes of charging, the Trustees has delegated the decision to determine the charge for any individual or organisation to the Director of Business and Finance and Marketing and Lettings Officer. 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 takes place – as detailed in Appendix 1.

The scale of charges relating to the stated categories of users is detailed in Appendix 3. Discounts form part of the scale of charges in Appendix 3 and are the only permitted variations to the standard charges. Bespoke pricing can be given to individuals or organisations requiring to hire the school in a bespoke manner and these charges are determined by the Director of Business and Finance. 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 Procedure**

Three reminders will be sent when payment for the use of Horsforth School is overdue:

1. Initial 'overdue payment' reminder email – sent as soon as the payment becomes overdue
2. A formal letter should be sent 2 weeks after the informal email reminder – the date of the initial reminder should be recorded in this letter
3. A second formal letter and third reminder - issued 2 weeks after the first formal reminder letter.

If after three 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 with Horsforth School.

## **7. Conditions of Hire**

- All prospective hirers are required to complete an application form and to comply with the lettings conditions and guidelines
- All hiring of the school's premises, including those for which no charge is made, shall be properly documented
- All hirers must be in receipt of a letting agreement from Horsforth School before hire of the premises commences
- All hirers should not arrange to use the school's premises or grounds or to commence any advertising until a letting agreement is received

- All hirers in receipt of a letting agreement (a legal document) will receive a copy of the school's lettings policy and the lettings conditions and guidelines document. The letting 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 (with an indemnity limit of no less than £5 million)
- A copy of a valid public liability insurance policy must be submitted with any application to use the school grounds or premises
- All hirers whose organisations involved persons under the age of 18 years old, must:
  - submit a copy of their current safeguarding policy
  - confirm that all coaches/teachers the hirer sent to Horsforth School have been subject to the following checks and that the hirer is satisfied that they are suitable to work with children. The checks required are:
    - Enhanced DBS check
    - Barred list check
    - Prohibited list.
  - The hirers' response will be kept on record and will be provided to relevant authorities if requested. Therefore it is imperative that the information the hirer provides is accurate
- Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds
- Hirers must put back anything moved during the hiring period so it is in an 'as-found' state after use
- If the premises or grounds are left in an unacceptable state, the Trustee Board reserves the right to charge a cleaning cost as indicated in Appendix 3
- 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/Director of Business and Finance 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
- Hirers are not permitted to use any of the school's equipment unless agreed at the time of booking
- 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 Marketing and Lettings Officer, who will consult with the Headteacher and the Director of Business and Finance to accept or decline applications for hire of the premises.

## **9. Security and Safeguarding**

The Trustees are mindful of their responsibility to protect Horsforth School's assets and safeguard young persons and vulnerable adults using the school's 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 their judgement continuous caretaking presence is not justified. With regard to safeguarding, Trustees agree to procedures included in the lettings conditions and guidelines document.

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

### **1. Users**

#### **Group A Users**

Adult only teams or activities. All attendees for the booking are over 18 years of age. If the users are mixed adult/juniors, Group A will apply.

#### **Group B Users**

Junior only teams or activities. All attendees for the booking are under 18 years of age.

#### **Group C Users**

Private birthday parties for children under 18 years of age.

### **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 2021.

Room/Facility	Adults (A)	Juniors (B)	Children's Party* (C)
Outdoor 2G Astro Pitch (Full pitch) (price includes floodlights)	£89/hr	£45/hr	POA
Outdoor 2G Astro Pitch (Half pitch) (price includes floodlights)	£45/hr	£23/hr	£31/hr
Outdoor 2G Astro Pitch Weekend Match (Full pitch for 2 hours)	£73/match	£47/match	N/A
Sports Hall	£36/hr	£31/hr	£36/hr**
Gymnasium/Dance Studio	£31/hr	£21/hr	£26/hr
Grass Sports Pitch	£22/hr	£14/hr	£21/hr
Grass Sports Pitch Weekend Match (Full field for 2 hours)	£43/match	£28/match	N/A
Drama Studios	£28/hr	£18/hr	£26/hr
Main Hall (+ 25% weekend premium, excludes children's party prices)	£34/hr	£25/hr	£36/hr
Library	£31/hr	£21/hr	POA
Classroom – first room	£18/hr	£14/hr	£21/hr
Classroom – specialist (Music rooms, science labs, food tech rooms and computer suites)	£22/hr	£17/hr	£26/hr
Classroom – each subsequent	£12/hr	£8/hr	N/A
Main Diner	£28/hr	£18/hr	£21/hr
Best of British Diner/L Shaped Diner	£19/hr	£15/hr	POA
Outdoor Courtyard	£21/hr	£19/hr	£21/hr
Meeting Room 1 (6 seats)	£18/hr	£14/hr	N/A
Meeting Room 2 (14 seats)	£21/hr	£16/hr	N/A
Meeting Room 3 (6 seats)	£18/hr	£14/hr	N/A
Commercial Kitchen	Price available on request		N/A
Sports Facilities Changing Rooms (2 male and 2 female, not exclusive use)	£6/booking		N/A
Gymnasium/Dance Studio + a Diner	N/A		£31/hr
Sports Hall + a Diner	N/A		£41/hr

### Notes

- Charges are inclusive of a member of the Facilities Team being onsite during a booking and the charge includes heating and lighting
- In order for bookings to be financially viable and in the unlikely event that the school is only booked by one hirer, we may need to charge a higher price to cover our costs
- For commercial hirers where the local community cannot take advantage of the booking, an addition 20% will be added to all normal charge amounts
- Equipment hire to be negotiated separately as required
- The Trustee Board reserves the right to charge extra for lettings that run over their allotted booking time, at the rate charged for the booking
- The Trustee Board reserves the right to charge a cleaning cost of £20 per room if left in an unacceptable state

- The Trustee Board reserves the right to charge £5 per access card if lost and a replacement is requested
- \* Party food must be eaten in a diner
- \*\* Only hall for bouncy castles.