



The Sherwood School

Lettings Policy

<u>STATUS</u>	<u>FREQUENCY OF REVIEW</u>	<u>APPROVAL</u>
Non-statutory	2 years	Delegated

Date approved: Autumn 2024

Next review due: Autumn Term 2026

Introduction

The Governing Body regards the school buildings and grounds (which are owned by Merton 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.

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:

- School clubs including breakfast and after school clubs
- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the PTA
- PTA organised events
- Family learning events

Priority for lettings

The Governing Body is mindful of the needs in the local area. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Lettings to ethnic minority groups
- 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 people living in the school’s local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- 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
- Faith groups / churches / religious events
- Events selling alcohol
- Activities promoting gambling

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
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

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 annually by the Governing body for implementation from the beginning of this academic year, with effect from 1st September of that 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 school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit of 20% of the total hire 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.

The school will seek to recover any cost 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

Letting times, available facilities and equipment

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

- The school hall
- The dining hall
- The school playground
- Specific Classrooms
- Variations to these facilities and times will be subject to the approval of the Headteacher.

THE SHERWOOD SCHOOL
LETTING CHARGES

HALL – Occasional Hire

Weekdays: £40 per hour before 8pm
 £45 per hour after 8pm

Saturdays: £50 per hour before 8pm
 £55 per hour after 8pm

Sunday: £60 per hour before 6pm

HALL – Regular Hire

Weekdays: £35 per hour before 8pm
 £40 per hour after 8pm

Saturdays: £45 per day 9.00 am to 6.00pm
 £50 per hour thereafter

Sundays: £55 per hour before 6pm

Classroom – Regular Hire

Weekdays: £20 per hour before 8pm
 £25 per hour after 8pm

Saturdays: £25 per hour before 8pm
 £30 per hour after 8pm

Sunday: £30 per hour before 6pm
 £35 per hour after 8pm

PARENT & STAFF RATES

15% off the costs shown above

Please contact the School Business Manager to discuss a more tailored requirement

Conduct of users

This is set out in the Terms and Conditions for use of school premises (attached).

Security

The Headteacher 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.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection 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, they will consult with the Chair of the Governors.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. They [schools] should also monitor the contractor's compliance.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Considering applications for lettings

Organisations seeking to hire the school premises should approach the Headteacher or Business Manager. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Headteacher or Business Manager will decide on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in the school's lettings policy
- The availability of the facilities and staff
- The schools' equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

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 of 20% of the total letting fee to cover damage. A receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines of SFVS

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.

Review of procedures

The Full Governing Body will monitor and review the implementation of this policy and related procedures on a regular basis, including reviews financial systems, lettings, and entertainment policies.

The Sherwood School



Booking Form for the use of School Premises

Name of Hirer:		
Address of Hirer:		
Position: (e.g. secretary, in case of Group)		
On behalf of (Name of Group):		
Contact person:		
Contact number(s):		
Date(s) of booking:		
Start and end time(s):		
Number of people expected:	Adults:	Children:
Will alcohol be served:	Yes	No
Will a music/ performance license be needed:	Yes	No
Accommodation required:		
Equipment required:		
Other arrangements:		
Insurance details:		
I have read and accept the letting policy and the terms and conditions of use and confirm that I am aged over 18 years.		
Signed (Hirer):		Date:

No letting should be regarded as "booked" until payment received in full, all requested paperwork has been submitted and a signed Contract Agreement issued by the school. The School has the right to refuse any application or cancel bookings.

The Sherwood School



Terms and Conditions for use of Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them by signing the Lettings Contract. This will be signed by the nominated person from each group/ organisation.

Interpretation

'The school' means the Governing Body of the School, its employees and agents.

Purpose of use

1. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the letting.

Health and Safety

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. The school fire, emergency and evacuation procedures will be forwarded to the Hirer and it the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
6. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the schools' premises. This should be done in person and may require the applicant telephoning the Headteacher or the Business Manager. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
7. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and E-safety Policy, DBS/ISA Checks.

Payment of Hire Charges and Deposit

8. Hire charges shall be due and payable 28 days before the date of the booking.
9. The school reserves 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.

Responsibility of the Hirer for Good Order and Safety

10. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.
11. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
12. The Hirer must obtain express permission from the school to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/Merton Council to be unsafe or beyond repair or else unsafely stored on the Premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within *, the items may be disposed of by the school/Merton City Council and the Hirer shall reimburse the school/Merton City Council for any expense which it incurs.
13. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
14. The Hirer shall comply with any reasonable instructions given by the Headteacher, Premises manager or other member of the School Staff.
15. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
16. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
17. Where the premises do not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
18. Smoking is not allowed on the school premises at any time.
19. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises without the permission of the school.

Indemnity & Insurance

20. Merton City Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
21. The Hirer agrees to indemnify Merton City Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs

as a result of the negligence or breach of duty of Merton City Council, the school or their agents or employees. The indemnity must be covered by public liability cover to the sum of £100,000 including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.

Advertising

22. No advertising shall be permitted except with the prior written consent of the school.

Cancellation

23. The school reserve the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.

24. If the Hirer cancels their booking 10 or more working days before the date of the booking, the full fee and deposit will be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit will be returned. If less than 5 working days' notice is given by the Hirer, there will be no refund of the deposit.

25. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

The Sherwood School



Lettings Checklist for Hirer

	Things to do	Tick when done
1	Read through schedule of charges and the conditions of use, and booking form	
2	Complete booking form	
3	Send in booking form to school to request a booking	
4	School notifies you that the booking is available or not available and sends you an invoice	
5	Complete risk assessment of activity (including DBS forms and ISA Registration if working with children) licences etc	
6	Send in risk assessment, DBS forms, copy of any licences and insurances required and payment of invoice	
7	Receive signed Lettings Contract from school	
8	Attend induction into fire procedures	
9	Inform attendees of fire procedures and terms and conditions of use	