



OWLS Academy Trust

Lettings Policy

Date Detail June 25th, 2018

Original, based on Trust Policy 25.06.17

Reviewed annually

Approved by Jonathan Tedds, Chair of Governor

Adopted by The OWLS Academy Trust on	
Next Review Due	

The Local Governing Body (LGB) controls the use of the school premises both during and outside school hours except where there is a trust deed that allows a person other than the Local Governing Body to control the use of the premises, or where a transfer of control agreement has been made (*separate guidance is available for appropriate schools*).

The OWLS Academy Trust regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.



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 teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, 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 Lettings

The Local Governing Body is responsible for setting charges for the letting of the school premises, but should make reference to the OWLS Academy Trust Scale of Charges, as reviewed annually. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of insurance (if using the school's pupil liability insurance – see terms and conditions p.5)

- Cost of use or school equipment, if applicable; and
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will take place when any changes to support staff pay scales (and hence staffing costs associated with lettings) are published, and at least annually. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.



VAT

In the event that the Trust becomes VAT registered then VAT may be added to lettings charges, as appropriate.



Management and Administration of Lettings

The Head Teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Head Teacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.



Administration Process

Organisations seeking to hire the school premises should approach the school office who will identify their requirements and clarify the facilities available. A booking form should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that 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 by (or on behalf of) the Governing Body, 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 as appropriate in accordance with the Governing Body's current scale of charges. (Schools may wish to 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 be 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 bank account, 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 and reported to the Governing Body.



Public Liability and Accidental Damage Insurance

Lettings may be covered by the schools Public Liability Policy, but where a letting is to an organisation they should be encouraged to provide evidence that they hold their own insurance and that this covers the proposed activities.



Child Protection and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Senior person prior to approval.

When determining whether to approve an application, the Senior Person will consider the following factors:

- The type of activity;
- Possible interference with school activities;
- The availability of facilities;
- The availability of staff;
- Health and safety considerations;
- The school's duties with regard to the prevention of terrorism and radicalisation;
- Whether the letting is deemed compatible with the ethos of the school.

An application will not be approved if it:

- Is aimed at promoting extremist views;
- Involves the dissemination of inappropriate materials;
- Contravenes the statutory Prevent duty;
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Senior Person, balanced or outweighed by freedom of expression or artistic merit).

The school business manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.



Terms and Conditions for Lettings

Terms and conditions for lettings are issued to all hirers before the letting takes place, and hirers must sign to confirm their agreement to comply with these.