



# COLLABORATIVE LEARNING TRUST

Working Together to Secure Success

## **LETTINGS & LETTINGS CHARGES POLICY 2020**

**(Bramhope Primary School)**

To be reviewed in March 2021

## Policy Objectives

The Collaborative Learning Trust 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:

- (i) that school premises represent a significant capital investment and should be utilised as a valuable community resource;
- (ii) educational usage of our premises constitute a natural priority;
- (iii) 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 governors have the following additional policy objectives:

- (i) that expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget
- (ii) that school will seek to maximise income from lettings wherever possible
- (iii) that school will accommodate recommended lettings wherever it is economically viable to do so
- (iv) 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

## Delegated Authority

The governing body has delegated the authority to receive applications for lettings of a routine nature to the Admin Manager: Community Engagement and School Marketing at Prince Henry's Grammar School, who will consult with the Headteacher at Bramhope Primary School, the Estates Manager and the Director of Finance and Business to accept/decline applications for hire of the premises at Bramhope Primary School.

This includes the authority to determine recommended status of any organisations in addition to those already identified in Appendix A.

## Priority Usage

The governors have agreed the following categories of priority user:

- (i) Statutory Users
- (ii) Group A Local Community, not for profit (local under 18s groups);
- (iii) Group B Community Groups, not for profit (over 18s);
- (iv) Group C Commercial

## Scale of Charges

In arriving at their scale of charges the governors have adhered to the following principles :

- (i) that statutory users will be charged an amount commensurate with statutory regulations;
- (ii) that Group A and B users will be charged no more than is reasonable to cover the costs to the school, including a margin for wear and tear;
- (ii) consideration has been given to subsidies being applied to some Group A and B users
- (iii) that commercial users should be charged at least cost, plus an income margin for the school if desired;
- (iv) that there will be parity of treatment for similar users;

For the purposes of charging, the Headteacher of Bramhope Primary School and the Director of Finance and Business are empowered to determine to which charging group any individual or organisation belongs. 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 taken place – as detailed in Appendix A.

The Governing Body have delegated to the Headteacher the right to work with the Director of Finance and Business and the Admin Manager: Community Engagement to negotiate with individual groups depending upon the specific circumstances of a letting.

Value added tax will be applied to all transactions where this is appropriate.

## **Remissions**

The Governing Body 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 Finance and Business using the following principles:

- (i) that there will be a parity of treatment for similar users
- (ii) that any decision to waive a charge will be subject to periodic review, at least on an annual basis
- (iii) that all decisions will be reported annually to the Governing Body
- (iv) that in the event of appeal or dispute the Governing Body retains the final power to decide on a waiver.

## **Conditions of Hire**

- All prospective hirers are required to complete a booking form and to comply with the Conditions of Hire in Appendix D.
- All hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers must complete a letting agreement before hire of the premises commences.
- All hirers having completed a letting agreement will receive a copy of the conditions of hire and will hold a legal hire agreement. The hire agreement is a contract which the governors may enforce at law.

## **Administration of Lettings**

The governors 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 Admin Manager: Community Engagement and School Marketing, who will consult with the Headteacher and the Director of Finance and Business to accept /decline applications for hire of the premises.

Term time and holiday letting periods are defined by the published term dates of the school.

## **Security / Safeguarding and the Prevent Duty**

The governors are mindful of their responsibility to protect Bramhope Primary School's assets and safeguard young persons and vulnerable adults using school premises. With regard to security of assets governors 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 his/her judgement continuous caretaking presence is not justified. With regard to safeguarding, governors agree to procedures included in the conditions of hire document.

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 Headteacher or Director of Finance and Business prior to approval.

When determining whether to approve an application, the Headteacher, in consultation with the Estates Manager or Director of Finance and Business, 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 Headteacher, balanced or outweighed by freedom of expression or artistic merit).

The Headteacher 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 school will contact the police, who will remove the person or group from school premises.

## **Adoption and Review of Policy**

The Governing Body have adopted this lettings policy and the scale of charges attached at their meeting on 31 March 2020.

The governors will review the policy and the scale of hire charges for the forthcoming financial year in March each year.

**Signed**.....  
**Chair of Governors**

**Date**.....

## Appendix A

### Group A Users

All organisations must be voluntary and non-profit making. Those organisations that will be considered as Group A Users must meet the following criteria;

- all adults involved with the organisation should be employed in a voluntary capacity and not receive any payment/salary for their time/work (**excluding registered voluntary organisations**)
- any income from subscriptions collected should only be to cover the running costs of the organisation such as insurance, CRB's, travel and subsidiary expenses, hire fees and purchase of essential kit and equipment

Any organisation not meeting the above criteria will be considered either a Group B User (local community organisation, over 18s) or a commercial organisation and Prince Henry's will set its own charges that will be a minimum of cost recovery, examples are;

- operating in a business capacity
- limited company
- charging competitive fees for tuition or admission
- income collected results in the retention of profit and/or equipment that can be considered as a resalable asset

<u>Category</u>	<u>Examples of groups included and any specific criteria</u>	<u>Type of activity covered</u>	<u>Any activity not covered</u>
Voluntary holiday playscheme	Organisation must be registered with and receive grant aid through LCC.	Holiday playscheme for children only	Fundraising / social events / Adult committee meetings
Voluntary youth	Brownies / Guides / Rainbows / Scouts / Cubs / Beavers / majorettes / music, dance & drama clubs / art & craft / brigades / mixed activity.  Term time only Monday to Friday.	Children's regular activity / training sessions	Fundraising / social event / Adult meetings / tournament assessments & grading / competitions / gala / religious teaching or observance.
Special Needs / disability	Gateway / social and activity clubs.  Term time only Monday to Friday.	Groups with only registered disabled participants on roll undertaking an activity session.	Respite care Health / rehabilitation sessions linked to health or social care services / Fundraising / social events
Community groups	Neighbourhood watch / local campaign & environment, groups, historical societies / retired citizens	Regular activity sessions / committee meetings	Fundraising / social events

	activity clubs		
	Term time only Monday to Friday		

Under 18 sports	Any sport club affiliated to the relevant national governing body / achieved clubmark  Term time only Monday to Sunday	Training sessions / fixtures and matches arranged between 2 single teams	Fundraising / tournaments / galas / competitions / social events / assessments & grading / adult meeting / training / matches.
Supplementary schools	Any school registered with Leeds City Council learning communities team and working towards the national chartermark  Term time only Monday to Sunday	Supplementary education for children in either mother tongue languages / culture or national curriculum	Religious teaching or observance / fundraising / social events
Parish councils	Any registered parish council  Term time only Monday to Friday	Committee meetings	Fundraising / social events
Political parties	Any branch of a nationally registered party  Term time only Monday to Friday	Committee meetings	Fundraising / social events / campaign meetings for election candidates
Registered Voluntary Organisations	Any organisation that is a registered charity and provides a charity registration number, or evidences that it operates in a charitable manner.  Voluntary organisations may pay the staff running the session but are entirely non-profit making. Many will be working in partnership with schools and clusters to deliver extended services and community activities  Monday to Sunday term time only	Regular or project based activity / training sessions  Partnership working with clusters and schools / extended services / wider community services	Fundraising / social event / tournaments / assessments & grading / competitions / gala / religious teaching or observance.

## Appendix B - Schedule of Charges

### Group A Users

(volunteer coaches – excluding Extended Services Hire)

Facility	Rates
KS1 Hall	£22/hr
KS2 Hall	£22/hr
KS1/KS2 ICT Suite	£14/hr
Classroom	£10/hr
Blue Room	£18/hr
Playing field per match	£30
Extended Services Hire (in return for free Pupil Premium places)	£75 per day (applies to KS1/KS2 Halls* in holiday time, non-refundable deposit required#)

### Group B & Commercial Users

Commercial user rates are in bold and VAT will be added to these rates (See notes).

Group B users (volunteer coaches) with regular bookings are the lower line rates.

Facility	Rates
KS1 Hall	<b>£26/hr</b>
	£24/hr
KS2 Hall	<b>£26/hr</b>
	£24/hr
KS1/KS2 ICT Suite	<b>£18/hr</b>
	£16/hr
Classroom	<b>£14/hr</b>
	£12/hr
Blue Room	<b>£20/hr</b>
	£19/hr
Playing field per match	<b>£45/hr</b>
	£35/hr

Junior Party Hire	Rate
KS1/KS2 Hall	£75 for two hours (Saturday or weekdays in the holidays)

#### Notes

- \*other facilities may be available for holiday clubs.
- Charges are inclusive of site staff in attendance – weekdays only and heating and lighting
- Full day rates include time between 8am and 6pm on weekdays, hours outside these or at weekends may attract additional cost. Full day bookings of more than 10 hours will cost more.
- # A non-refundable deposit of £100 is required for week long holiday lettings.
- VAT is applied to Commercial bookings at standard rate.



- Organisations who make payment to their coaches will normally be charged at Commercial rates, with VAT being applied to these lettings
- Different rates may apply to Group B bookings which are one off events – please discuss and agree with the Admin Manager: Community Engagement when booking.
- Special rates apply to weekend and holiday use to include the attendance cost of site staff at weekend overtime rates – please discuss and agree with the Admin Manager: Community Engagement at the point of booking.
- Equipment hire to be negotiated separately as required

**Internal Bookings from Leeds City Council, will be charged as any other commercial organisation unless the particular group falls within one of the other groups.**

## **Appendix C**

### **Definition of Terms**

**Statutory Users :** These users have their right to use a school backed by specific legislation. The only such use of schools is concerned with use for elections- Council, National or European.

## Appendix D

### Full Conditions of Hire

All users of Bramhope Primary School premises MUST read this appendix before completing a Lettings Application Form to ensure they are aware of the conditions which apply. Failure to adhere to these conditions may result in the cancellation of your letting.

The premises the School occupies and the facilities within represent a major resource not just to the School but also to the wider community. This is recognised through the School's Lettings and Lettings Charges Policy. This Policy divides lettings into three categories (Appendix 1):

Group A	Local Community (local under 18s groups);
Group B	Community Groups, not for profit (over 18s);
Group C	Commercial

### What is a Letting?

A letting is a short-term arrangement (within one academic year) giving an individual, group or organisation a contract to use School facilities. A letting must be in place before any use of School facilities. If it is not or if a group undertakes activities outside the agreement of the Letting, this may invalidate any insurance that is in place.

### Applying for a Letting

1. All applications to hire Bramhope Primary School facilities must be on the Bramhope School Lettings Form (Lettings Application Form BPS), which can be found on the Prince Henry's Grammar School's website, under Community, Lettings at Bramhope Primary School.
2. All applications must be fully completed and submitted with copies of relevant supporting information, including insurance, child protection and health and safety policies and DBSs, if appropriate.
3. You must specify exactly which dates, times and facilities you need as otherwise additional charges may be levied.
4. Term time and holiday lettings are defined by the published term dates of the school.
5. Lettings are subject to satisfactory risk assessment review by the Estates Manager.
6. You must apply at least 7 days in advance of when you require the letting, except in exceptional circumstances.
7. Lettings are not confirmed until you have received an email or paperwork from the Admin Manager: Community Engagement.
8. It is your responsibility to check the paperwork received thoroughly and to contact the Admin Manager: Community Engagement if there are an issues.
9. When your application for a letting is received at the School, it will be entered on to our database and the necessary checks will be undertaken. You must ensure that you include with your letting application form proof of an up-to-date DBS for each person in your organisation who may take responsibility for a letting for children under the age of 18. The school will not permit anyone to take

responsibility for a letting involving young people under the age of 18 without a current DBS.

10. Educational use of facilities overrides your letting so you should be aware that there may be occasions when your letting is cancelled due to School events. The School will try to provide you with at least two weeks notice of such events. Your letting will also be cancelled when events outside the School's control, such as adverse weather, affect the use of facilities.
11. You must not use the facilities outside the agreed times and you must leave the premises at the agreed time. If you need clearing up time, please make sure this is included in the time you request. You are expected to leave the space you have hired in the state you found it.

## Annual Review

1. The School governing body will review Guidelines, Terms and Conditions of Use and Charges on an annual basis.
2. Organisations will be notified at renewals time each year of any alterations, including charges.
3. Changes will come into effect on 1<sup>st</sup> September each year apart from when exceptional circumstances, such as large fluctuations in the cost of utilities, mean an in-year adjustment is appropriate.
4. If you have a regular letting of two terms or more, we will write to you each year to offer you the chance renew your letting for the following academic year, subject to you meeting the Conditions of Hire. You must renew existing lettings before the closing date. If you do not and we have other applications in for the times and dates of the letting, we may allocate that time to a new letting.
5. You must not assume that your letting has been renewed until you have received a signed agreement from the Admin Manager: Community Engagement.
6. As long as you return the completed paperwork on time, where possible, we will give priority to existing long term lettings of at least 4 half terms in length.
7. If you wish to renew a letting and add additional space or times you should complete one application for the existing space or times and a second for any new requirements you may have.

## Finance

1. Invoice calculations will be based on the information in the Lettings Agreement and any subsequent amendments.
2. If you have any queries about your invoice you should email [finance@princehenrys.co.uk](mailto:finance@princehenrys.co.uk) put the words Lettings Invoice in the subject box.
3. Please be aware that once you have signed the Lettings Agreement you are accepting the charges stated and agreeing to be responsible for the payment.
4. The adult whose name is listed first on the Application Form is liable for any charges associated with it.
5. Please understand that payments outstanding may result in your letting being cancelled. The payment terms are 14 days.

6. If you fail to turn up for a letting, you will be charged for the letting.
7. If you need to cancel or amend a letting you should email [mnp@princehenrys.co.uk](mailto:mnp@princehenrys.co.uk) at least 7 days in advance.
8. The School cannot be held liable for any loss of expenses or earnings arising from the cancellation of a letting.

## Value Added Tax (VAT)

The charges agreed by the School governing body DO NOT include VAT. If your letting is liable for VAT this will be added to your invoice. Should you be unsure whether or not you are liable for VAT please email [finance@princehenrys.co.uk](mailto:finance@princehenrys.co.uk) and put the words Lettings VAT query in the subject box.

## Insurance

1. Your organisation must have third party public liability insurance cover with an indemnity limit of no less than £5 million. A copy of a valid insurance policy must be submitted with any application to hire School premises. This will form part of your hire agreement. Employer's liability, professional indemnity or personal accident/injury insurance held by individual players or instructors is not sufficient.
2. Most organisations will be linked or affiliated to a governing body or association and would be expected to take out their insurance through this body.
3. Bramhope Primary School will not accept responsibility or pay for any goods which are brought on to or left on the premises which are damaged, stolen or lost.
4. If during or following the hiring of the premises a claim is made against Bramhope Primary School for loss, damage, injury, action or costs then you must reimburse the School for all costs connected with that claim. A claim may arise from action that you (or anyone acting with express or implied permission) take or fail to take. For example, someone may be injured by a piece of equipment you have brought in. In entering this agreement, you agree to indemnify the School against any claims. As the costs of the claims could be very high, you must have adequate insurance cover.

## General Health and Safety

1. All groups must have a health and safety policy or plan in place and a copy should be emailed to [mnp@princehenrys.co.uk](mailto:mnp@princehenrys.co.uk) when you have submitted the Lettings Application Form to us. First aid and emergency procedures, evacuation procedures and risk assessment are particularly important. If you do not have a policy in place and would like some advice please arrange to speak with the Estates Manager at Prince Henry's Grammar School. It is not sufficient to rely on the School's own Health and Safety policy.
2. Please note the School is not required to have first-aid trained staff on site during your letting. You are expected to have a First Aider on site for your letting. The School is not responsible for those persons participating in the activity taking place during the letting. That responsibility belongs solely to the hirer/organisation. You should hold your own emergency equipment and records as the School's will not be made available to you.
3. During your period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or the conditions of hire contained in this

document.

4. You should be aware that Bramhope Primary School is a no smoking/vaping site. Smoking or vaping is not permitted anywhere in the buildings or grounds. Smokers must be directed off site.
5. Car parking is very limited on site (unless you have been informed otherwise) and is at the owners' risk. You may be allocated a parking area for your letting. You **MUST NOT** park in the disability parking bays, without placing the appropriate permit on display. Failure to adhere to this condition may result in the cancellation of your letting.
6. **You must ensure that children are not left unsupervised at any times.**
7. You must ensure that members of your group do not access areas that have not been booked by your group or access areas outside the period of your letting.
8. If your group involves children, you must ensure that they are not dropped off without another adult being present. **Children must not be left alone on site.** It is your responsibility to liaise with parents and carers to ensure they understand they should not arrive early and leave their children to wander around the site.
9. The School is not responsible for children arriving at a letting that has been cancelled or where the responsible adult does not arrive on time.
10. The named hirer is personally responsible for ensuring that all children/members of their group comply with the conditions of this agreement.

### Specific Hire Conditions

1. No person under 18 years of age may make a booking for the use of education premises.
2. Your use of the premises must not interfere with educational use or cause annoyance to other lettings or evening users or our neighbours.
3. You can only use the premises for the purpose, length of time and by the named person and organisation stated. You must not arrive earlier or stay later without prior written agreement.
4. You must not have more people on the premises than is allowed under the licensing or fire regulations.
5. The School reserves the right to refuse a letting if there is a possibility of public disorder, or if it is contrary to the ethos of the school
6. When determining whether to approve an application, the Headteacher, in consultation with the Estates Manager, 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 Headteacher, balanced or outweighed by freedom of expression or artistic merit).

The Headteacher 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 school will contact the police, who will remove the person or group from school premises.

7. Hire of the premises does not include equipment or materials. Specific permission must be obtained in order to use any equipment in the premises.
8. You must leave the premises clean and tidy after each hiring. It should be returned to an "as found" condition. If you do not, we will arrange for it to be cleaned at your expense.
9. You must not create any permanent displays or attach items to the walls and fixtures.
10. Any damages to the premises, furniture or equipment during the hiring (other than ordinary wear and tear) must be reported immediately to the Caretaker on duty. It will have to be made good immediately or paid for to the School's satisfaction.
11. You must not harass, abuse or threaten any person in or about the premises in any way. Where a person behaves inappropriately, all existing lettings could be suspended or cancelled.
12. You must not use the premises in a way which breaches any Act of Parliament including (but not limited to) the Race Relations Act 1976, the Public Order Act 1986 and the Racial and Religious Hatred Act 2006.

## Public Entertaining and Licensing

1. Bramhope Primary School is available for hire for one-off events such as dance festivals and fund raising events. The School does not hold an alcohol license. If you wish to serve alcohol at an event, you will need to get approval from school in advance. 6 weeks notice will be needed. Such events will be approved on an individual basis following a meeting with the Headteacher.

## Child Protection and DBS checks

1. All organisations that involve **children under the age of 18 years** must have a child protection policy in place. A copy of this policy **MUST** be attached to the Lettings Application Form when it is submitted and will form part of your hire agreement. The policy must contain the following information
  - Confirmation that DBS checks are carried out on all staff and volunteers and they are updated as necessary.
  - Process for training/informing staff and volunteers of relevant child protection issues and updates.
  - Process/procedures for reporting suspicions and disclosures.

- Process/procedure for allegations made against a member of staff.
  - Confirmation that the Child Protection Policy is reviewed every three years.
  - A list of staff/volunteers and their disclosure certificate dates.
2. If you do not supply a copy of your Child Protection Policy or if the information in your policy is not sufficient, your application to hire our premises will be refused.
  3. You must NOT allow anyone whose DBS number has not been recorded with Prince Henry's Grammar School to lead or assist with an activity on our premises.
  4. Your child protection policy should be reviewed every 3 years and a new copy should be sent to us with the following year's application for a letting.
  5. You are responsible for ensuring your DBSs and Child Protection Policy are up to date. You will not receive a reminder from Bramhope Primary School.

### Organisation Constitution

1. Voluntary or community organisations, groups and clubs should have a committee or advisory body in place consisting of three or more adults.
2. Where a dispute occurs with a community or voluntary group regarding the category of letting (A,B,C) and a copy of the constitution has not been received by the School, the letting will be classed as commercial and charged accordingly.

### Sports matches and fixtures

1. Priority will be given to those teams that are hiring pitches as their home ground for that season.
2. The School has a limited number of pitches available and we therefore expect teams to:
  - Act fairly
  - Share use of a pitch where possible
  - Understand there will be occasions where use of the premises is refused.
  - Understand that the School can take the decision to rest our pitches or to stop use mid-season to ensure educational use is not affected.
  - Respect the School's decision when use is refused, stopped or suspended and not attempt to use it during these periods.
  - Be advised that the School can make charges for damages and repairs.
  - Respect our neighbours and adhere to parking policies.
  - Collect their rubbish and place it in the rubbish bins required.
  - Adhere to the respectful rules of their Governing Body, on and off the pitch, including managing their supporters.
  - Adhere to these terms and conditions – any breach of these terms and conditions could result in the cancellation of your letting.