

Benjamin Britten School



Premises Management and Lettings Policy

Introduction

The aim of Benjamin Britten School is to provide an excellent education in a safe, supportive learning environment, where people are valued and make positive contributions to the schools' communities, and where students go on to become responsible, independent members of society.

Principles

The Governors regard the schools' buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governors is to support the school in providing the best possible education for its students, and any lettings of premises to outside organisations will be considered with this in mind.

The general annual grant (which is provided for the education of the students) cannot be used to subsidise any lettings by community or commercial organisations. A charge will 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 by an outside organisation must be reimbursed to the school's budget.

Purposes

- To provide clear guidance on lettings and the hire of school premises and equipment
- To enable community and lifelong learning access to school site and premises
- To promote the use of school facilities by the wider community
- To safeguard the interests of Benjamin Britten School
- To ensure that the out of hours use of a school site is not subsidised by the school's budget

Guidelines

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), an individual or group of individuals, or a commercial organisation”*. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all of its students.

The use of premises for activities such as staff meetings, parents' meetings, Governors' or Trustees' meetings and extra-curricular activities of students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's general annual grant.

Charges for a Letting

The Governors are responsible for setting charges for the letting of the schools' premises. A charge will be levied which covers 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 use of school equipment (if applicable);
- 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 involved.

The specific charge levied will be reviewed annually, during the Summer Term, by the Governors, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed.

VAT

As Hartismere Family of Schools are not VAT registered there will be no VAT liability.

Management and Administration of Lettings

The Headteachers are responsible overall for the management of lettings, in accordance with the Governors' policy. The Headteachers may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteachers have any concerns about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Board.

The Administrative Process

Organisations seeking to hire the school premises should approach the school office, who will identify their requirements and clarify the facilities available. An ***Initial Request Form*** and a ***Hiring Booking Form*** should be obtained and completed at this stage. Hirers will also be issued with a copy of the terms and conditions. The Governors have the right to refuse an application, and **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 the completed forms have been received by the school and signed, a copy of the ***Hiring Booking Form*** will be returned to the hirer as confirmation, setting out full details

of the letting. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governors' current scale of charges.

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 general annual grant). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Public Liability and Accidental Damage Insurance

All charges are subject to an additional 10% charge to cover Hirer's Liability insurance unless the Hirer can provide evidence of their own valid policy.

Safeguarding

The Hirer shall ensure that where any letting involves the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The school reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the school is not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.