

Charging & Lettings Policy

Updated: ~~31st October 2023~~ ~~28th November 2023~~ ~~21~~

To be reviewed: Autumn 202~~4~~~~3~~~~2~~

INTRODUCTION

The Governing Body regards the school buildings and grounds 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, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget, which is provided for the education of its pupils, will not 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.

DEFINITION OF A LETTING

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organisation". Priority will be given to community lettings.

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, PTA activities and extra-curricular activities of pupils 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 delegated budget.

CHARGES FOR A LETTING

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:-

- ✚ Cost of services (heating & lighting)
- ✚ Cost of staffing (additional security, caretaking & cleaning) – including "on-costs"
- ✚ Cost of administration
- ✚ Cost of "wear and tear"
- ✚ Cost of use of school equipment (if applicable)
- ✚ Profit element (if appropriate)

The specific charges will be reviewed annually and submitted to the full Governing Body for approval.

Please see [Appendix A](#) for a breakdown of current charges.

VALUE ADDED TAX (VAT)

In general, the letting of rooms is exempt from VAT unless there is equipment in the room which is the purpose of the hire of the room.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Headteacher is responsible for the management of lettings, in accordance with the School's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility 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, he will consult with members of the Governing Body. Appeals on refusals will be submitted to the Governing Body.

THE ADMINISTRATION PROCESS

Organisations seeking to hire the school premises should approach the School Business Manager or Headteacher, who will identify their requirements and clarify the facilities available. A Lettings Hire Agreement Letter and Form (see Appendix B) should be completed at this stage. The Hirer should be a named individual and the Agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

After consideration of the request to hire, the Head Teacher will sign and send to the proposed hirer a [School Premises Hiring Permission Application](#) Approval form (see Appendix C). In the event that the request is refused, the hirer has the right to appeal in writing. At this stage the Governing Body will consider the appeal request.

The Governing Body has the right to refuse an Application, and no letting should be regarded as "booked" until approval has been given in the form of Appendix C. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally dealt with as detailed herein.

PUBLIC LIABILITY AND ACCIDENTAL DAMAGE INSURANCE

The Hirer must produce an appropriate certificate of Public Liability Insurance. The Certificate of Insurance must be produced before the letting can be confirmed.

The Insurance must be Public Liability Insurance that covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover must be £5 million.

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Confirmation the *Charging & Lettings Policy* in respect of The Dingle Primary School has been discussed and adopted by the Governing Body

Signed by:

Chair of Governors: Mrs R Smith

Date:

.....3128/104/20232.....

APPENDIX A

Schools Lettings Charges – Autumn 2021 to Autumn 2030

The Dingle Primary School standard hiring costs:

Hall Min charge £25.00 per session
 Max charge £42.00 per session
 Open up/lock up fee £15.00

However, session costs are negotiable with the Headteacher on an individual booking basis.

Council Election charges

The recommended charge for the use of school premises for polling:

	<u>Summer Period</u> (May to Sept inc)	<u>Winter Period</u>
	£ per hour	£ per hour
Hall	11.05	20.50
Each Classroom	3.15	5.85

THE DINGLE PRIMARY SCHOOL

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

SCHOOL PREMISES HIRE AGREEMENT – HIRING CONDITIONS

1. In this Agreement:

- (a) “the Owners” means Cheshire East Council Westfields, Middlewich Road, Sandbach, CW11 1HZ
- (b) “the Agent” means the Headteacher.
- (c) “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
- (d) “the School Premises” means the above-mentioned School or any part of it

2. The Hirer shall:

- 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
- 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
- 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
- 2.4 not permit any animals to be brought onto or kept on the School Premises.
- 2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
- 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring during or in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for Primary Schools and £10m for Secondary and Special Schools for the period of hire. (individual persons hiring for sole use excepted). A and attach a copy of such insurance cover must accompany the application form and be submitted producing it to the Agent at least 48 hours before the hiring. If the Hirer of a Secondary or Special School only has £5m Public Liability cover and would not wish to have to increase this to the £10m indemnity level required by the Council, the Hirer can choose to obtain the additional £5m layer through the Council’s Third Party Hirers insurance through payment of an additional charge to the school on top of the normal hire fee, but all Hirers must have the £5m minimum indemnity in their own name.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community, loose-knit community group or an individual person hiring for sole use. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing against personal injury claims, providing risk management controls are in place.

For the loose-knit community groups, a Risk Assessment should be completed by the hirer for the activity itself and submitted to the Agent with the application form, for the activity itself

Formatted: Justified, Indent: Left: 0.32 cm, Hanging: 0.93 cm

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt, Not Italic, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt, Not Italic, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt, Not Italic, Font color: Auto

~~as well as a risk assessment to consider the risks of allowing the third party to use the building, but a non-insured Hirer would still be liable to pay an additional charge from the school on top of the normal hire fee in order to obtain cover through the Council's Third Party Hirers insurance to indemnify the Owners against any damage to the School Premises. However, all commercial Hirers and Hirers that owe a duty of care to persons taking part in an activity that it that it organises on the School Premises must have the £5m minimum indemnity in their own name.~~

Formatted: Font: (Default) Arial, 10 pt, Not Italic

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

Formatted: Font: (Default) Arial, 10 pt

2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.

Formatted: Font: (Default) Arial, 10 pt

2.9 shall ensure that at all times good order is kept on the School Premises.

Formatted: Font: (Default) Arial, 10 pt

2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school phone must be paid for unless they are genuine emergency calls.

Formatted: Font: (Default) Arial, 10 pt

2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.

Formatted: Font: (Default) Arial, 10 pt

2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.

Formatted: Font: (Default) Arial, 10 pt

2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.

Formatted: Font: (Default) Arial, 10 pt

2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.

Formatted: Font: (Default) Arial, 10 pt

2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.

Formatted: Font: (Default) Arial, 10 pt

2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.

Formatted: Font: (Default) Arial, 10 pt

2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.

Formatted: Font: (Default) Arial, 10 pt

2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.

Formatted: Font: (Default) Arial, 10 pt

2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.

Formatted: Font: (Default) Arial, 10 pt

2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.

Formatted: Font: (Default) Arial, 10 pt

2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.

Formatted: Font: (Default) Arial, 10 pt

2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.

Formatted: Font: (Default) Arial, 10 pt

2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.

Formatted: Font: (Default) Arial, 10 pt

2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining DBS disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.

Formatted: Font: (Default) Arial, 10 pt

2.27 ensure that payment is made by cheque to "Cheshire County Council" and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

Formatted: Font: (Default) Arial, 10 pt

2.28 Comply with any guidance on acceptable/unacceptable behaviour produced to the Hirer by the Agent headteacher or other representative of the Owners and provided to the Hirer

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

2.29 At all times during the hiring to comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

2.30 The Hirer must be responsible at his/her's own expense for carrying out its/his/her own risk assessment with regard to the hiring

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent County Children's Services Officer for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

APPENDIX C



THE DINGLE PRIMARY SCHOOL

SCHOOL PREMISES HIRING APPLICATION APPROVAL

To the Headteacher of the above-named School acting as the Owner's Agent

1. I
of (address)
telephone number/s (day time and evening)
hereby apply for the hire of the following parts of the premises of the above mentioned School

.....
.....

from.....am/pm on.....

until.....am/pm on.....

for the purpose of.....

.....

.....

2. - I agree to pay for such hire the following sums, namely:- £

-Hire charge.....

3. -Not more than _____ persons shall be allowed on the premises during the hiring.

4. ~~I/we have read, read, understood and agree to observe and perform the Hiring Conditions attached to this s-application.~~

5. ~~I/we enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:~~

~~—Risk assessment for our proposed activity.~~

~~Evidence of public liability cover in a minimum sum of £5,000,000~~

6. ~~I/we confirm that I/we have seen evidence that carried-out-enhanced DBS checks have been carried out on all appropriate individuals responsible for the proposed activities and I am/we are satisfied that based on this information they do not present a risk to children.~~

7. -This hiring is on behalf of.....

whose authority I have to bind them by signing this application on their behalf.

Signed

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt, Italic, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt

Formatted: Indent: Left: 0.5 cm

Formatted: Font: (Default) Arial, 10 pt

Formatted: Justified, Indent: Left: 0.5 cm

Formatted: Font: (Default) Arial, 10 pt

Formatted: Justified, Tab stops: 0.5 cm, Left

Formatted: Justified, Tab stops: 0.5 cm, Left

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Justified, Tab stops: 0.5 cm, Left

Formatted: Font: Not Bold

Formatted: Tab stops: 0.5 cm, Left

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Tab stops: 0.5 cm, Left

Formatted: Font: Not Bold

Formatted: Tab stops: 0.5 cm, Left

Formatted: Tab stops: 0.5 cm, Left

Formatted: Font: Bold

Formatted: Font: Not Bold

Formatted: Indent: Left: 0 cm, Hanging: 0.5 cm, Tab stops: 0.5 cm, Left

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Justified, Tab stops: 0.5 cm, Left

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Bold, Font color: Dark Blue

Dated.....23rd

Formatted: Font: (Default) Arial, 10 pt

reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.

NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.

Formatted: Font: (Default) Arial, 10 pt, Italic, Font color: Dark Blue



THE DINGLE PRIMARY SCHOOL

SCHOOL PREMISES HIRING PERMISSION APPLICATION

To (the applicant)

Your application datedto use

on at the cost of £..... has been

approved/not approved.

Signed(Headteacher)

Dated239

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Bold, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt, Bold, Underline, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Font color: Auto

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt, Bold, Font color: Dark Blue

Formatted: Font: (Default) Arial, 10 pt, Italic