

Lettings Policy

Date	Review Date	Endorsed by	Approved by	Link Governor
Dec 2016	Dec 2017	Resources Committee	Governing Body	Steven Lock

A. INTRODUCTION

The Governing Body (the “**Governing Body**”) of The Devonshire Hill Nursery and Primary School (the “**School**”) wish to make every reasonable effort to facilitate the use of the School’s premises (the “**Premises**”) by the community as a whole.

The purpose of this policy is to:

- Provide clear guidance on lettings and the hire of the School’s Premises;
- Enable safe access to the School and Premises;
- Promote the use of school facilities by the wider community; and
- Safeguard the interests of the School.

B. DEFINITION OF A LETTING

A letting consists of “any use of the School buildings and grounds by parties other than the School”. A letting must not interfere with the day-to-day activities and operation of the School.

Use of the Premises for activities such as staff meetings, parents’ meetings, Governing Body meetings 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 and do not require a letting agreement.

There are three types of letting arrangements which may be entered into by the Governing Body and the party who wishes to use the Premises (the “User”):

1. **Licence Agreement** – a Licence Agreement (**Appendix A**) is to be used when members of the public wish to use an area of the Premises for a specific one-off activity. An example is the use of a pitch to play football, or use of a room for members of the public to practice sewing. A Licence Agreement should be completed which lists terms and conditions for the use of the Premises. Anyone wishing to hire a room (or other part of the Premises) on behalf of a commercial organisation, registered charity, established group/ association or who is employed for the purposes of the activity must enter into a Transfer of Control Hire Agreement (**see paragraph 2 below**). Anyone providing a service to children will also require a Transfer of Control Agreement. A Licence Agreement does not create a business tenancy.
2. **Transfer of Control Agreement** – A Transfer of Control Agreement (**Appendix B**) is to be used when the Governing Body is approached by a third party to provide a service / activity to children or members of the community on the Premises. Such activities will not be supervised by School staff. Examples include dance tuition, arts and crafts clubs, sports coaching, community groups, associations and commercial organisations. The Governing Body will either share control of the Premises (or relevant part) or transfer control of the Premises (or relevant part) to the User for times specified within the agreement. This arrangement allows Users to use school facilities without the management or administrative time of school staff. The Governing Body must obtain the Local Authority’s consent before entering into a Transfer of Control Agreement to ensure the

correct agreement and permissions are attained. A Transfer of Control Agreement does not create a business tenancy.

3. **Lease Agreement** – A Lease Agreement is used in circumstances where the Governing Body wishes to have groups based permanently on site who occupy parts of the Premises on an exclusive basis. The School will not have access or use of a room (or relevant part of the Premises) and the User (also known as a tenant) controls the space for the term of the lease. An example is an independent nursery leasing and occupying a part of the Premises. A lease agreement will be required for this arrangement. The lease creates a business tenancy and will be covered by Landlord and Tenant Legislation. Therefore, the Governing Body must contact Property Services within the Local Authority who will draft the necessary lease agreement based on the School's requirements.

C. EVENT NOTICES

Users holding an event within the Premises may be required to obtain a Temporary Event Notice (“**TEN**”). A TEN is required in all instances where Users want to carry out a “licensable activity” on unlicensed premises in England and Wales

Consultation will need to take place with the School and the Council's Events Section regarding matters such as:

- Number of people present;
- Capacity of the Venue;
- Marking of emergency exits;
- Provision of emergency lighting; and
- Safety plans,

The User must make contact with the Council's Event Management & Health and Safety section to obtain advice on planning any event and the specific requirements thereof. Where a TEN is required the occurrence of the relevant event shall at all times be subject to confirmation of the User obtaining the TEN and production of such confirmation to the Governing Body at the Governing Body's request.

D. LICENSING

Some activities and services will require specific licences for example:

- Prize Bingo;
- Public Entertainment;
- Lotteries and amusement licence; and
- Theatre Licence.

The User must make contact with Haringey Council's Licensing section to obtain advice and the specific requirements thereof. Where a license is required the occurrence of the relevant event shall at all times be subject to confirmation of receipt of the license by the User and production of a copy of such a license to the Governing Body.

E. CHARGES FOR A LETTING

The Governing Body is responsible for setting charges for a letting on the Premises.

A charge will be levied which includes but is not limited to the following:

- Cost of services (e.g. heating & lighting etc.);

- Cost of staffing (e.g. security, caretaking & cleaning etc.);
- Cost of “wear and tear”; and
- Cost for use of school equipment (if applicable).

The charges will be reviewed and approved annually by the Governing Body. Any alterations to the charges shall be at the Governing Body’s discretion.

Current charges will be provided in advance of any letting being agreed.

The School is obliged by law to apply value added tax (VAT) to all transactions where appropriate.

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 incurring additional cost for cleaning, caretaking or other expenses.

The School (at its absolute discretion) may seek to recover any costs incurred by the School that are unavoidable and result directly from the cancellation of a letting.

F. LETTING TIMES, AVAILABLE FACILITIES AND EQUIPMENT

The rooms and parts of the Premises available for hire include:

- Main Hall;
- Dining Hall;
- Catering Facilities;
- Conference Suite;
- School Field;
- Classroom; and
- Playgrounds.

Lettings Times:

During Term Time	Monday to Friday	Ask School Business Manager
	Weekends	Ask School Business Manager
During School Holidays	Monday to Friday	Ask School Business Manager
	Weekends	Ask School Business Manager

Variations to the above facilities and times will be subject to the approval of the Governing Body.

G. SAFEGUARDING INCLUDING PREVENTING TERRORISM AND RADICALISATION

The School’s Safeguarding Policy and Prevent Policy (available upon request) must be consulted and followed when dealing with external organisations that work with children or young people.

All Users must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the School’s head teacher (the “Head Teacher”) before approval is given.

The School’s site manager (or in their absence the assistant site manager) on duty will submit an incident report if he suspects that the letting has been used for political purposes not previously authorised by the Head Teacher, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent Policy duties or which in the reasonable opinion of the site manager contravene the Prevent Policy or current legislation in any way.

When considering applications for lettings, the Head Teacher, or delegated officer, shall have regard to the following when deciding whether to approve the application:

- Interference with school activities – priority will be given to School functions;
- The availability of facilities;
- The availability of staff to open and close the premises;
- The School's Safeguarding Policy;
- The School's Prevent Policy;
- Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc;
- Type of activity and our duty with regard to the prevention of terrorism and radicalisation;
- Adequacy of management procedures in place during the hire; and
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the School

In line with the Prevent Policy, we will not make the Premises available to any group that promotes or supports racism, extremism, sexism, ageism, homophobia or any other type of discriminatory behaviour or whose presence would otherwise be incompatible with the School's ethos and policies.

H. SECURITY

The Governing Body will determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

I. MANAGEMENT AND ADMINISTRATIONS OF LETTINGS

The responsibility for the management of lettings lies with the full Governing Body of the School. The day to day management decisions are made by the Governing Body (or one of its committees where powers have been delegated). Direct onsite responsibilities lie with the Head Teacher or the School's business manager (the "Business Manager").

The Head Teacher will need to be satisfied that the User is able to manage and will be able to comply with the letting arrangement in accordance with School's principles and policies before agreeing to accept the booking. If the Head Teacher does not feel that satisfactory management procedures will be in place during the letting arrangement, they should not accept the booking application (**Appendix D**). If the Head Teacher has any concerns about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of the Governing Body.

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

J. ADMINISTRATIVE PROCESS

An individual or organisation should approach the Head Teacher or Business Manager to request the use of the Premises and associated facilities.

The Head Teacher or Business Manager (at their absolute discretion) will determine if the let can be accommodated and what type of agreement is appropriate; Licence Agreement, Transfer of Control Agreement or Lease Agreement.

Risks associated with the let will be considered and acted upon as appropriate.

K. LICENCE AGREEMENT

1. Prior to using the Premises (or relevant part) the User should sign the Licence Agreement

(Appendix A), acknowledging and agreeing to adhere to the stated terms and conditions.

2. The User must pay the fee prior to the date of the hire.

L. TRANSFER OF CONTROL AGREEMENT

1. Applicants must complete the application form and return to the Business Manager or Head Teacher **(Appendix C)**.
2. The Head Teacher or Business Manager will consult with the Governing Body (or delegated committee) to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the School.
3. Where applicants are unsuccessful, the reason should be stated on the application form and returned to the applicant. The applicant may wish to appeal the decision using the appeals procedure set out in this policy.
4. If the application is accepted, the applicant will be contacted and asked to enter into a Transfer of Control Agreement **(Appendix B)**.
5. All documentation required from the applicant for the Transfer of Control Agreement should be checked and verified by the Head Teacher or Business Manager.
6. Once the Transfer of Control Agreement has been signed, the User should pay the letting invoice, in full, 7 days prior to the date of the let, or before the first occasion if it is a block booking.

M. LEASE AGREEMENTS

1. The Head Teacher or Business Manager will consult with the Governing Body to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the School.
2. The Governing Body should contact Judicium who will draft the necessary lease agreement based on the individual requirements of the School.

For all agreements the School should maintain a suitable record of current lettings and amounts due. For regular users or block bookings, income due and income received should be recorded, e.g. on control sheets, allowing balances outstanding to be clearly identified. Where lettings income due remains outstanding, prompt and appropriate recovery action should be taken.

N. CANCELLATIONS

The Governing Body will seek to recover any cost incurred by the School which are unavoidable and result directly from the cancellation of a letting as set out in the charging policy.

The Governing Body reserves the right to terminate a hiring agreement at its discretion and at any time on reasonable grounds.

The Governing Body reserves the right to cancel any booking based on reasonable grounds and shall (where possible) seek to give one months notice in writing for any cancellation.

O. APPEALS PROCEDURE

1. If a User has a letting application rejected or agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

3. The User will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

P. COMPLAINTS PROCEDURE

1. If a User is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the staff of the School. Every effort will be made to resolve disputes between the parties quickly and effectively:
2. In the event of a dispute, the complainant should proceed as follows:
 - a) The relevant member of staff should be contacted to try to resolve the problem;
 - b) If the matter cannot be resolved satisfactorily the Head Teacher should be contacted;
 - c) If the matter remains unresolved, the complaint must be submitted in writing to the Head Teacher; and
 - d) Where the Head Teacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.
3. Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the Governing Body.

Equality Impact Assessment

Under the Equality Act 2010 we have a duty not to discriminate against people on the basis of their age, disability, gender, gender identity, pregnancy or maternity, race, religion or belief and sexual orientation.

This policy has been equality impact assessed and we believe that it is in line with the Equality Act 2010 as it is fair, it does not prioritise or disadvantage any pupil and it helps to promote equality at this school.

Monitoring the Effectiveness of the Policy

The practical application of this policy will be reviewed annually or when the need arises by the coordinator, the Headteacher and the link governor.

A statement of the policy's effectiveness and the necessary recommendations for improvement will be presented to the Governing Body for further discussion and endorsement.

This policy was reviewed and endorsed by the Full Governing Body of The Devonshire Hill Nursery and Primary School on Tuesday 20th December 2016.