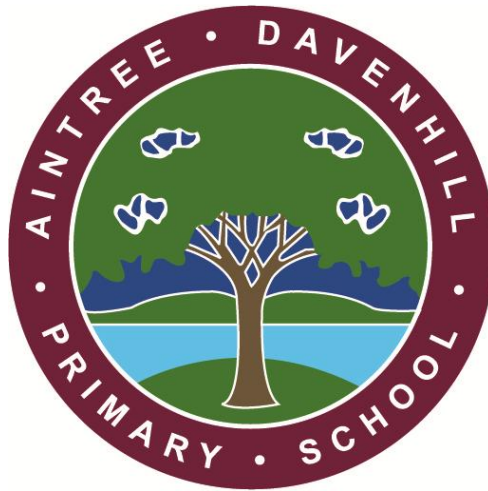


Aintree Davenhill Primary School



Lettings Policy

Approved by the Headteacher
April 2025

Review Date: April 2026

Aintree Davenhill Primary School

LETTINGS POLICY

Policy Objectives

Governors adopt and endorse the Lettings policy and recognise the principles therein, namely:

- (i) that school premises represent a significant capital investment and should be fully utilised
- (ii) are a valuable community resource
- (iii) educational usage, education premises constitutes a natural priority
- (iv) that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

Priority Usage

Governors may adopt the following categories of priority user:

- (i) statutory users
- (ii) designated users
- (iii) private users.

Where more than one person or organisation wishes to make a booking on an identical day and time, or on overlapping days and times, priority will be given in descending order to:

- a. organisations that seek to serve young people of the school
- b. organisations that serve the neighbouring community
- c. organisations that seek to promote artistic, musical, educational or sporting activities
- d. other private user groups

Applications for Lettings

The Governing Body have delegated their power to determine lettings to the Head, who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing body each term. This does not preclude the Head from referring sensitive applications to the Governing Body or Resources Committee at her discretion.

Definitions of user groups

1. Commercial enterprise (profit-making) of no direct benefit to pupils of the school, e.g. Slimming World.
2. Government funded organisations providing a service to the community e.g. health, education.
3. Commercial enterprise (profit-making) which provides an extended service to pupils of the school, e.g. David Campbell Soccer.
4. Non-profit making groups/charitable organisations, e.g. scouts, U3A, church groups.
5. Non-profit making group servicing the school and providing extra-curricular activities.

There may be other groups / users who do not fall into any of these categories. In these cases, a 'best fit' category should be used with the charges adjusted accordingly on an individual school basis.

Administration of Lettings

Lettable premises

Lettable parts of the building and premises include the school hall, nursery, outdoor play areas, classrooms and the fields but exclude the offices of the Senior Leadership Team.

Minimum age

No person under the age of 18 is permitted to hire school premises.

General

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 accept applications for hire to the following persons:

- **School Administration Staff**
- **Head**

Variations

Where there are other factors to be taken into account e.g. offsetting of lettings costs through provision of curricular activities – and where the letting is for a short period only of up to 10 weeks, the terms and conditions from which the school premises are hired and the published charging policy may be varied by the Head. The Head must report any such variations to the Governing Body.

Lettings Documentation

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented and administered through the **Letting Procedure** contained in **Annex 1**. All hirers must complete a **Letting of Hire Agreement** contained in **Annex 2** and are to receive a copy of the **Conditions of Hire** contained in **Annex 3**. The hire agreement is a contract which the governors may enforce at law.

Scale of Charges

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

- (i) that statutory users will be charged an amount commensurate with cost recovery
- (ii) that private users will be charged on a cost plus an income margin for the school
- (iii) that there will be parity of treatment for similar users;
- (iv) that overall, the cost of letting school facilities will be recovered from users
- (v) that overall community use must at least cover its own cost
- (vi) that when considering the types of activities a governing body wishes to run, the governing body must ensure that its budget share is not used to subsidise, or in any other way contribute to, the costs of activities that are not for any purposes of the school.

For the purpose of charging the Head and Administrators are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms **Annex 4** to this policy document.

Value Added Tax

VAT will be added where appropriate. Most schools however are exempt from VAT.

Minimum charges and deposits

The minimum hire period will be two hours when the hire period is outside of the extended school day (8am till 6pm Monday to Friday term time) and when the school is not otherwise open.

Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises, including any equipment used, or the premises being left in an unacceptable condition, necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any cost incurred by the school, which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in **Appendix 4**.

Payment methods

The school will request an invoice to be raised by Sefton MBC

Extension of Credit

Governors will allow the extension of credit to bona fide local organisations and individuals where they are satisfied that they are credit worthy. In all cases, the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official invoice will be issued. Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds. Governors have chosen to delegate the approval of credit facilities to the Head and Administrators who are to maintain a list for the guidance of administrative staff. In all cases where credit is advanced, the invoice is to be raised at the time of booking.

Security

Governors will not normally insist upon continuous caretaking presence. However, they reserve the right and delegate power to the Head to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

Annex 1 Lettings Procedures

1. FIRST ENQUIRY ABOUT A LETTING

When a prospective client telephones enquiring about a letting, the school should make a note of the name and address of the applicant, the name of the organisation, and what facilities they require.

2. APPLICATION FORM

The client must be sent an application form – see annex 1. When the application form is returned, make sure that it has all been completed and that it has been signed.

3. CONSIDERATION OF APPLICATION

The application will be considered by the Head, in consultation with the Governors if the Head deems the application to be sensitive, in order to ascertain the suitability of the application, the availability of dates and times required and the impact on the normal operation of the school.

4. ACCEPTANCE/REJECTION OF LETTING

A letter of acceptance/rejection for the letting must now be sent to the client. In the case of an acceptance make sure that you state the charge for the letting and that you inform the client of the billing frequency, i.e. monthly/termly in advance for continuous lettings, due course for occasional lettings. This charge should not normally be less than that agreed in the protocol between MADCOS Schools – see Annex 4.

In the case of a rejection, a letter should be sent to the group giving the reasons. The group may appeal to the appropriate Governors' Committee.

It must be remembered that the minimum payment to a caretaker for an evening letting is 2 hours and that for lettings in excess of 2 hours, they are also allowed 15 minutes before and after the letting for opening and closing.

Attach a copy of the Guidelines and Conditions to the acceptance letter and send it to the client. Make sure you keep the application form safe. Debtor's section will ask for this if any problems arise concerning the letting.

5. INVOICING THE CLIENT

After the letting, match up the caretaker's time sheet against the letting application form. Check that the times the caretaker has booked down correspond to the times that the client has asked for. If there is any discrepancy then the charge for the letting will have to be reviewed. Work out the amount payable by the client and complete a debtor's form; schools should have a supply of these. The completed debtor form must be sent to Merton House. The Debtors' Section will automatically credit the school with the appropriate amount, see your monthly cash tab, and bill the client. If any queries arise over the billing of the letting or non-payment of the letting, the Debtors Section will ask the school to send them the original letting application form.

6. VAT

See VAT Manual to be found in School Office. For further guidance please contact Sefton's VAT Officer (currently Ann Riley, ex. 4108).

Annex 2 Letting Hire Agreement

Aintree Davenhill School Letting Agreement

Organisation.....			
Nature of event or activity.....			
Name and address of applicant.....			
Telephone number: Home..... Telephone number: Business..... Telephone number: Mobile.....			
Accommodation required			
Monday – Friday , 8-6pm, term time		Saturday – Sunday , evenings, school holidays (minimum 2hrs hire)	
Small room		Small room	
Large room		Large room	
ICT suite		ICT suite	
Hall/ sports hall		Hall/ sports hall	
Playing field		Playing field	
- season hire /hr		- season hire /hr	
Playing field With school access		Playing field With school access	
- season hire /hr		- season hire /hr	

ADMISSION

Will members of the public be admitted, or will admission be limited to members of the organisation making this application?

What charge, if any, will be made for admission? £.....

How will the charge be made?

Please state the maximum number of persons expected to be in the accommodation at any one time:

.....

DETAILS OF REQUIREMENTS

Dates required; the time of both commencement and conclusion of the event/activity should be indicated after each date.

DATE	FROM/TO	DATE	FROM/TO	DATE	FROM/TO

CHARGES

Charges are based on the current tariff and the school reserves the right to increase or decrease the charge at its discretion, together with the appropriate rate of VAT if applicable and will endeavour to give as much notice as possible.

Charges for the use of additional equipment will be levied at the discretion of the school.

APPLICATION ACCEPTED (DELETE AS APPROPRIATE)

I certify that the applicant understands that if the use of this accommodation is granted, the letting is subject to the Guidelines and Conditions relating to the use of School Premises/Recreational Facilities, which are annexed to this form.

School authorisation..... Date.....

I undertake to be responsible for all payments due in connection with the letting and to ensure the observance of the Guidelines and Conditions referred to.

Signature of Applicant..... Date.....

APPLICATION DECLINED (DELETE AS APPROPRIATE)

School authorisation..... Date.....

Annex 3 Conditions of Hire

GUIDELINES AND CONDITIONS OF HIRE OF PREMISES AND FACILITIES

School premises and playing fields where suitable, are available to approved organisations at the discretion of the school. Premises and fields can usually be made available when not being used by the school. School premises are under the control of the School Governors to whom application of use should be addressed.

APPLICATIONS

Applications on the form supplied, should be sent to the Head as far in advance of the proposed date of use as is possible so that consultations can take place with the Head and/or Caretaker. The minimum notice necessary is 2 weeks but longer notice affords a better chance that your application will be successful. Please answer all questions on the form to avoid unnecessary further correspondence. Any additional information in support of your application should be attached to the form.

The school will accord priority to school/college approved youth organisations and approved further education organisations, as far as is administratively possible.

CARE OF PROPERTY

Users are asked to take a genuine interest in the proper care of the facilities they use; groups catering for children and young people must ensure that adequate responsible leadership is provided.

The school appreciates that even under good leadership, occasional accidents may occur but it is essential that any damage should be reported immediately to the caretaker or groundsman on duty. A note to the Head would be an appreciated courtesy. In their own interest, users should draw the attention of the caretaker to any damage they may find before their own meeting starts.

The following specific conditions should also be observed:

- any footwear which might cause damage to flooring shall not be worn in the school buildings
- rooms or other premises shall be left clean and free from litter
- smoking and the chewing of gum are not allowed
- no room, premises or facilities other than those specified in the official approval of letting shall be entered or used
- the premises shall be completely vacated by the time stated in the official approval of letting; failure to do so will result in additional charges being levied.

EQUIPMENT

School/college equipment, particularly gymnastic and projectors, is not available to hirers of the premises unless requested in the application and specified in the confirmation of letting. A charge will be made for use of equipment and this will be included in the confirmation of letting.

CANCELLATIONS

- Applicants cancelling their booking with less than 3 days notice may be required to pay all costs/expenses incurred in granting the letting

- The Head, School Business Manager and/or Caretaker will have the authority to cancel any letting at short notice if circumstances make the use undesirable.

LIABILITY (PLEASE READ CAREFULLY)

Lettings are approved upon conditions that the organisation making the application accepts full responsibility for accidents arising from this use and that the organisation shall indemnify the school and Local Authority against all claims in respect of injury to persons or damage to property arising from the letting, except in so far as they shall be attributable to the act, default or negligence of the school or Local Authority or its employees, servants or agents.

The hirer, when acting in a company capacity is to provide the school with evidence of Third Party Liability Insurance; otherwise, the hirer shall provide the school with a Liability Waiver Indemnity.

When official confirmation of this application for letting is received the applicant is asked to contact the School Business Manager to make detailed arrangements.

Annex 4 Scale of Charges 2024

User Groups

1. Commercial enterprise (profit-making) of no direct benefit to pupils of the school e.g. Slimming World.
2. Government funded organisations providing a service to the community e.g. health, education.
3. Commercial enterprise (profit-making) which provides an extended service to pupils of the school, e.g. David Campbell Soccer.
4. Non-profit making groups/ charitable organisations, e.g. scouts, U3A, church groups.
5. Non-profit making group servicing the school and/or providing extra-curricular activities.

There may be other groups / users who do not fall into any of these categories. In these cases, a 'best fit' category should be used with the charges adjusted accordingly on an individual school basis.

Charges per user group acknowledging discounted rates as of April 2024

Monday – Friday, 8-6pm, term time

Charges per hour	User groups				
	1 (100%)	2 (80%)	3 (60%)	4 (40%)	5 (20%)
Small room	19.94	15.95	11.98	7.96	3.99
Large room/ICT Suite	31.91	25.26	19.15	12.77	6.37
Hall/ sports hall	27.39	21.91	16.45	10.96	5.47
Playing field	13.31	10.63	7.96	5.31	2.65
- term hire /hr	133.00	106.47	79.86	53.24	26.69
Playing field with school access	31.91	25.52	19.15	12.77	6.37
- term hire /hr	266.22	212.95	159.73	102.97	53.24

Saturday – Sunday, evenings, school holidays* Minimum 2hrs hire

Charges per hour	User groups				
	1 (100%)	2 (80%)	3 (60%)	4 (40%)	5 (20%)
Small room	25.61	20.48	15.35	10.22	5.11
Large room/ICT Suite	37.58	30.07	22.54	15.02	6.71
Hall/ sports hall	32.90	26.88	20.15	13.42	6.70
Playing field (& holiday soccer club use)	13.29	10.63	7.96	5.31	2.65
- term hire /hr	133.10	106.47	79.86	53.23	26.69
- season hire	212.75	170.16	147.83	84.99	42.41
Playing field with school access	37.58	30.07	22.54	15.02	7.49
- term hire /hr	332.74	266.22	199.65	160.67	66.53

** Schools should make an additional charge to cover caretaking / cleaning when the letting involves the premises being used out of normal school opening hours.*

