



Lettings Policy

1. Introduction

The Governing Body recognises that the community may have a desire to use the school buildings and grounds (which are owned by Tower Hamlets Local Authority) and has prepared this policy having regard to the desirability of making the premises available for community or public use.

In preparation for an increase in school use, the Governing Body will develop a bookings procedure that takes into account the following:

- A fair process of bookings to allow all potential users access to hiring
- Transparent charging
- A swift response to enquiries
- A variety of activities for local children
- Sufficient time to book caretakers and support staff as required
- Priority for long established, community users that provide services for children.

The overriding aim of the Governing Body is to support the school in promoting high standards of educational achievement and any lettings of the premises will be considered with this in mind. The promotion of equality and the community cohesion of the local area are also important considerations that will be taken into account by the Governing Body in determining any letting.

2. Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’).”

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances

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- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as NHS Tower Hamlets, LBTH Council

3. Priority for lettings

The Governing Body will generally consider lettings of the school premises where such provision furthers any charitable purpose for the benefit of: (a) pupils of the school or their families; or (b) people who live or work in the locality in which the school is situated.

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self-help groups
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings youth groups

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Where there are competing lettings requests the Governing Body will in its complete discretion determine priority having regard to the overriding aim specified above, the order in which requests are made and a general view that School Lettings should take priority over Community Lettings which should take priority over Commercial Lettings.

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the school's facilities.

- Commercial activities with little potential to generate income or support for the school.
- Events selling alcohol.
- Activities promoting religion.
- Activities promoting gambling.
- Activities that promote political views.

4. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise.
- Community Lettings for other community activities which should be made on the basis of at least full cost recovery.
- Commercial lettings will be charged on a commercial basis.

5. Charges

The Governing Body is responsible for setting charges for the letting of the school premises (a suggested tariff is attached). A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) and on-costs;
- Cost of administration;
- Cost of "wear and tear";

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- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).
- Deposit for damages.

The scale of charges will be reviewed annually by the Governing Body. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher and the School Business Manager are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. 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 necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of Hire.

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6. Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

SWANLEA SCHOOL PROPOSED FACILITIES AND LETTING RATES

Facilities	Hourly rate	Heating/lighting	Additional requirements
Classroom	£30 / hour	TBC	TBC
Sports Hall 1	£100 / hour	TBC	TBC
Sports Hall 2	£80 / hour	TBC	TBC
Outdoor multi-purpose court	£50 / hour	TBC	TBC
Outdoor artificial pitch	£550 / hour	TBC	TBC
Assembly Hall	£500 / event	TBC	TBC
Dining Hall	£100 / hour	TBC	TBC

- **Term Time – Monday to Thursday evenings. Timings are from 6pm to 9pm.**
- **School Holidays- Mon-Fri daytime, subject to building works.**

Variations to these facilities and times will be subject to the approval of Headteacher.

7. Conduct of users

This is set out in the Terms and Conditions for Hire of school premises.

8. Security

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

9. Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility,

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such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

The School Business Manager will report on lettings to the Governing Body from time to time and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10. Considering applications for lettings

Organisations seeking to hire the school premises should approach the School Business Manager or Deputy School Business Manager . Details of policy, charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage and submitted. A record of all enquiries will be kept on file.

The Headteacher or School Business Manager will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the school's lettings policy
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

11. Issuing a Hire Agreement

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy Hire Agreement.

The Hire Agreement should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. Swanlea School will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage.

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All lettings sales invoices are received into the school's bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Head teacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given, and the Hire Agreement has been signed and payment received in full. The reason for refusals should be recorded on the bottom of the Initial Application Form for lettings form and fully explained to the enquirer.

As a general rule, the Premises will not be available for public meetings with political, religious, or any other content where the matters for discussion are, in the Governing Body's opinion, obscene, sexist, homophobic, racist, offensive, controversial or sensitive in any way or which may breach community cohesion. In order to make informed judgments, the Governing Body reserves the right to ask for an agenda to be made available at least 14 days before the scheduled date of the meeting. The Hirer will also provide details of any speakers or performers at least five days prior to the event. If this information is not received, the Governing Body will refuse/cancel the booking.

Summary

The extended use of the Swanlea School facilities is an excellent opportunity to forge and enhance relationships with the local community, whilst raising funds for further school projects or enhancements. Great care must be taken to ensure that Local Authority guideline/regulations are adhered to and that the School retains control of whoever is given access.

Attachments:

- Swanlea school lettings conditions of hire (Appendix 1)
- Hire agreement for Swanlea school premises (Appendix 2)

Initial request form for hire of school premises (Appendix 2)

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APPENDIX 1

Swanlea school lettings conditions of hire

1. Terms

Reviewed : SBM and Deputy School Business Manager – November 2022
Approved: 14 November 2022 – Resources
Review: Nov 2024

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1.1 The person or organisation to whom approval is granted (Hirer) will be held responsible for the conduct and supervision of all persons attending the event(s) covered by that approval and the termination of the event(s) at the time specified.

1.2 The person or organisation to whom approval is granted. Hirer will be held responsible for any damage caused to the facilities or property by any person or persons attending the event(s) covered by that approval.

2. Use of Swanlea Sporting Facilities

2.1 Approvals for use of facilities include use of toilets and changing rooms.

2.2 No school facilities, other than that authorised, may be used, disturbed or entered into. Animals are not permitted on site.

2.3 Items of equipment may not be available for events unless specially requested beforehand. Where any non-school service is required by the organisers and the School makes the necessary arrangements, it should be clearly noted that under such circumstances the School acts as an agent and not the principal and can therefore not be held responsible in the event of any problems arising.

2.4 Any irregularities or damage must be reported to a member of Swanlea Site staff before leaving premises.

2.5 Only activities that are deemed compatible with the Swanlea's ethos will be permitted to take place on premises. Swanlea reserves the right to refuse to accept any booking solely at its discretion and without giving a reason.

2.6 You and your party must comply with all rules, regulations, policies and codes of practice of Swanlea School including but not limited to:

- Harassment
- Equality policies
- Health and safety including fire safety and evacuation procedures
- Freedom of expression
- Child protection and vulnerable adults policy and supervision requirements
- Users of specialist facilities should ensure that participants comply with the rules and regulations policies and codes of practice of their sport.

3. Insurance and Indemnity

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3.1 You shall indemnify us against all loss, expenses or damage to our property or third party property and in respect of death or personal injury to any person in conjunction with your or your contractor's use of the facilities. You shall indemnify us against all claims which may be made against us in respect of such matters except personal injury, loss or damage resulting from our negligence. You shall effect and maintain, and ensure that those providing entertainment or services arranged by you at the event effect and maintain public liability insurance in respect of the matters indemnified to a minimum cover of £5 million. We reserve the right to refuse to accept any booking if evidence that the insurance cover referred to above is not produced at the time of booking.

3.2 Swanlea School does not accept any responsibility or liability in respect of loss or damage to any property or equipment bought on to Swanlea School premises by you or on your behalf.

3.3 Your attention is drawn to the fact that the type of insurance cover required to cover your liability for the event is highly specialist and is not covered by most conventional policies. Therefore you should seek advice from their own insurance agent/broker with regard to the appropriate policies to put in place for the event.

4. Confirming Your Booking

4.1 Swanlea School will confirm your booking upon returned signed and completed letting agreement letter.

4.2 By signing and completing the letting agreement you thereby agree to pay all the charges for the event subject to cancellation or variation there to strictly in accordance with this Contract.

4.3 No letting form or Contract between Swanlea School and you shall be completed or accepted until Swanlea School have accepted your letting agreement.

5. Cancellation

5.1 Cancellation of a booking must be notified in writing as soon as possible and in any case not later than one week before the date concerned. In the event of a cancellation of a booking, or failure to attend, by an organisation, Swanlea School reserves the right to collect the previously agreed charges in whole or in part.

5.2 Swanlea School reserves the right to change or cancel a booking. Where a booking has to be so cancelled or changed as much notice as possible will be given.

6. Payment

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6.1 The person who signed the application form shall be responsible for the prompt payment of the account which is due from the date of issue.

6.2 We will invoice you for all charges before the letting commences.

6.3 Subsequent invoices may be issued for charges for any loss or damage whatsoever incurred by Swanlea School as a result of the actions of you or any member of your party and for any goods or services supplied in addition to those detailed on the lettings form.

7. Behaviour on Swanlea School Premises

7.1 You must make sure that you, members of your party, your agents and anyone visiting you Swanlea school behave in such a way that they do not cause a nuisance or unreasonable disruption to the school, its members, students or employees, or to any other visitor to the University.

7.2 The facilities shall not be used for the delivery of any lecture or display or for the performance of any dramatic or musical work in which copyright subsists without the consent of the owner of the said copyright or in any other manner infringe any subsisting copyright, which consent shall be produced on request. The facilities shall not be used for events of a political or religious nature.

7.3 You shall be responsible for the behavior of all members of your party, and you shall ensure they do not undertake any activities that may bring the school into disrepute, comply with all licensing, statutory, health and safety requirements and other such matters or instructions issued under them and at all times comply with the instructions of the School's on site staff.

7.4 The facilities and the school premises must be treated with care and respect, you and your party must respect the privacy of its surrounding residents and shall not interfere with or gain access or attempt to gain access to those parts of the schools's premises for which public access or access is indicated by the school as being unauthorised.

7.5 You shall ensure your party do not behave in a manner which puts others at risk or which is abusive, threatening or offensive to the staff, students or visitors to the school.

7.6 If you or any of your party does not behave in an appropriate manner we may exclude them or any member of your group from school premises and/or terminate the event in whole or in part immediately. We shall not be liable if we exclude any person or persons or terminate the event in whole or part pursuant to this clause in any manner whatsoever and You shall not be entitled to a refund or reduction.

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7.7 Swanlea school will not be liable to you for any loss (including consequential loss), damage, costs or liability suffered or incurred by a member of your group, or those invited to attend by you.

7.8 Any organisation or individual making bookings are reminded that they may not use the name of Swanlea school or associated logos save with specific authorisation. Where usage is required such use shall be qualified by a note that any courses offered are not courses of the school. Photographs of any part of the school must not be used without formal approval.

8. Signature of Booking Form

8.1 By signing the letting form the representative of the organisers accept the terms and conditions noted herein and warrants that he or she has been duly authorised to legally bind the individual or organisation on whose behalf the booking is being made. In the event of the organisation not being an incorporated body, the signatory to the letting form warrants that he or she has the power to bind members of the organisation being a partnership or unincorporated association all jointly and severally as agents, failing which the signatory accepts personal liability under the contract which is entered into.

APPENDIX 2

Hire agreement for Swanlea school premises

LETTINGS HIRE AGREEMENT

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Name of organisation or hire: _____

Name of responsible officer: _____

Address of hirer: _____

Position in organisation: _____

Contact phone number: _____

- 1) *I wish to hire the premises as detailed below.*
- 2) *I have received a copy of the conditions of hire and I agree to abide by them.*
- 3) *I agree to pay all charges which may be due.*
- 4) *I confirm my organisation has adequate insurance cover for our activities whilst on Swanlea premises. I attach a copy for your records.*
- 5) *I understand that Swanlea School site, including grounds and premises, is a smoke-free environment. Failure to prevent smoking could lead to a substantial fine.*
- 6) *Strictly, no alcohol may be brought on to the premises.*
- 7) *If you are a registered charity or a non-profit making community group, please provide documentary evidence of this.*
- 8) *Swanlea school is committed to safeguarding children; therefore, we request that any groups working with children or vulnerable adults ensure that they have the appropriate safeguarding policies in place and the necessary Disclose and Barring Service checks completed. The hirer will manage the suspension of adults where necessary from school premises.*

Signature of hirer: _____ Date: _____

Letting agreed on behalf of Swanlea School by: _____

Position: _____

Signature: _____ Date: _____

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It may be necessary to cancel letting requests if dates clash with Swanlea School requirements. Where this is the case we would make every effort to inform you as soon as possible.

PLEASE NOTE: There are no lettings over the two week Christmas holiday period.

		TIMES	
ROOM / SPORTS HALL / 3G PITCH / HARD COURT	DATE(S)	FROM	TO