



PINNACLE SCHOOLS FEDERATION LETTINGS POLICY

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Equality Impact Assessment (EIA) Part 1: EIA Screening

Policies or Procedure	Lettings Policy	DATE:	24/05/21
CARRIED OUT BY:	Kate Bashford	APPROVED BY:	Mike Riches

Groups that may be affected:

Are there concerns that the policy could have a different impact on any of the following groups? (please tick the relevant boxes)	Existing or potential adverse impact	Existing or potential for a positive impact
Age (young people, the elderly; issues surrounding protection and welfare, recruitment, training, pay, promotion)	No impact	
Disability (physical and mental disability, learning difficulties; issues surrounding access to buildings, curriculum and communication)	No impact	
Gender reassignment	No impact	
Marriage and civil partnership	No impact	
Pregnancy and maternity	No impact	
Race	No impact	
Religion and belief (practices of worship, religious or cultural observance, including non-belief)	<i>No impact</i>	
Gender identity	No impact	
Sexual orientation	No impact	

Any adverse impacts are explored in a Full Impact Assessment.

INTRODUCTION

The Governors see the schools' premises as another welcoming venue in the villages and will make every reasonable effort to enable the community to use it as much as possible. However, the Governors recognise that the main use is as a school to provide a high standard of education for all its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The schools' delegated budgets will not be used to subsidise any lettings by community or commercial organisations. A charge will be made in respect of any lettings of the premises and reimbursed to the school's budget. Any profit will be used to the educational advantage of the pupils at the school where the letting was made.

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:

- Costs of services (heating and lighting)
- Cost of staffing (caretaking and cleaning)
- Cost of Administration
- Cost of 'wear and tear'
- Cost of use of school equipment (where appropriate)

The specific charge levied will be reviewed annually, during the Spring term, by the Resources Committee for implementation from the beginning of the next financial year.

Charges at both schools from 1st April 2024 are:

£25.00 for first 2 hours during weekdays.

£30.00 for first 2 hours at weekends.

£10.00 per hour for subsequent hours.

Parent Teacher Association events: Free

Use of equipment such as floor mats, music system, overhead projector, cups/cutlery will be charged an additional £5 per session (plus VAT).

All charges for lettings will be subject to annual review that will be at least in line with RPI.

VAT

In general, the letting of the premises for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from South Gloucestershire Council Finance Department. Charges for use of equipment are subject to VAT.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Executive Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Executive Headteacher may delegate all or part of the responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Executive Headteacher has any concerns about whether a particular request for a letting is appropriate or not, he will consult with the Resources Committee who are empowered to determine the issue on behalf of the Governors.

THE ADMINISTRATIVE PROCESS

Organisations and individuals seeking to hire the school premises should approach the School Business Manager or office, who will identify their requirements, clarify the facilities available and approve the letting with the Executive Headteacher's agreement.

Once a letting has been approved, the following documents will be sent to the Hirer:

- a Booking form (completed with details of the letting).
- Terms and Conditions of the Letting (see Appendix 1).
- Fire notice for Hirers
- Hall hirers checklist.

The letting should not take place until the signed Hire Agreement form has been returned to the school. 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, and payment shall be made in advance.

All lettings fees, which are received by the school, will be paid through the CIVICA accounting system into the school's delegated budget account.

PUBLIC LIABILITY INSURANCE

All hirers will be required to have Public Liability Insurance with a minimum limit of £5,000,000 and will be requested to provide information on the Hire Agreement form. If the hirer does not have public liability insurance the school can arrange and charge for a policy to cover a letting, through South Gloucestershire Insurance Manager, if reasonable notice is given.

Appendix 1

The Pinnacle Schools Federation

LETTINGS

TERMS AND CONDITIONS

All terms and conditions set out below must be adhered to. The 'Hirer' shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Lettings will not be made to persons under the age of 18.

The agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and hirer.

Priority of Use

The school will have priority at all times for school activities and functions.

Attendance

The hirer shall ensure that the number of persons using the premises does not exceed that agreed on the Hire Agreement form.

Public Liability Insurance

It is the hirer's responsibility to have Public Liability Insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired). The minimum limit for this insurance cover is £5,000,000.

The hirer must produce the appropriate certificate of insurance cover before the letting is confirmed and provide information on the letting form. The school will not be responsible for any injury to persons arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fitting or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the Lettings form, and its use is approved by the Executive Headteacher or School Business Manager. The hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

It is the hirer's responsibility to make their own arrangements, such as the provision of a first aid kit and training for supervising personnel. Use of the schools resources is not available.

Food and Drink

No food or drink may be consumed on the property without permission of the Executive Headteacher. The school kitchen may not be used for the preparation of drinks, the staff kitchen can. No intoxicating liquor shall be brought onto or consumed on the premises.

Litter

All litter must be placed in bins/bags provided.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Copyright or performing Rights

The hirer shall provide a Photographic Performance Licence (PPL) if playing sound recordings during the period of hire. Please refer to www.ppluk.com for more information.

Sub-letting

The hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charges are set out in the Hire Agreement.

Security

School Staff will be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use, unless an alternative arrangement has been agreed. Only named keyholders may operate the security system. Keys shall not be passed to any person without direct permission of the Executive Headteacher.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Executive Headteacher or authorised members of the Governing Body may monitor activities from time to time.

Conclusion of the letting

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition with all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playground. The Hirer may use the telephone in the school office or school kitchen in the event of an emergency.

Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Payment

The letting will not take place until the signed Hire Agreement form has been returned to the school. 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, and payment shall be made in advance.