



GUISELEY SCHOOL

LETTINGS AND LETTINGS CHARGES POLICY

Covering the Academic Year 2023/24

Approved on:	6 th May 2023
Review date:	Summer Term 2024
Governors' Committee:	Resources
Responsible Officer:	Finance Manager

Lettings Policy

1. Aims

This policy aims to guide individuals and organisations wishing to access and hire Guiseley School and its facilities, and sets out a fair and transparent charging policy.

2. Context

Guiseley School operates within guidance and procedures set out by the Department for Education (DfE). Guiseley School has a responsibility to ensure the efficient use of school premises and making them available for use by the local community.

3. 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”. Activities which fall within the corporate life of the school, such as PTA meetings and events and extra-curricular activities for pupils organised by the school are not considered lettings.

4. Review of Policy

The governors will review this policy each year and the scale of hire charges for the forthcoming academic year will also be reviewed and updated. Circumstances may require more frequent amendments.

5. Procedures

Procedures to support this policy are appended as follows:

Appendix 1 Procedures and Objectives

Appendix 2 Definition of Users and Terms

Appendix 3 Table of Charges

Appendix 1. Procedures and Objectives

1. Adoption

The school governors and EDU Lettings have adopted this lettings policy and the scale of charges set out below.

2. Objectives

The Governing Body and EDU Lettings are committed to ensuring the efficient use of the school's premises and making them available for use by the local community. In doing so it recognises the following principles:

- That school premises represent a significant capital investment and should be utilised as a valuable community resource.
- Educational usage of our premises constitutes a natural priority.
- That a profitable letting operation allows the school to cover the costs of wear and tear and investment in the school facilities.

The Governors have the following additional policy objectives:

- that expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget.
- that school and EDU Lettings will seek to maximise income from lettings wherever possible.
- that school and EDU Lettings will accommodate recommended lettings wherever it is economically viable to do so.
- that school reserves the right to use its discretion to cancel/refuse lettings in such instances where they would not be economically viable or in keeping with the core values of the school.

3. Delegated Authority

The Governing Body has delegated the authority to receive applications for lettings of a routine nature to EDU Lettings, who will consult with the Headteacher, the Finance Manager and Operations Director to accept and decline applications for hire of the premises at Guiseley School. This includes the authority to determine recommended status of any organization in line with EDU Lettings Vetting's policy.

4. Priority Usage

The Governors have agreed the following categories of priority user:

- statutory users
- educational/community users
- commercial users.

5. Scale of Charges

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

- that statutory users will be charged an amount commensurate with statutory regulations.
- consideration has been given to subsidies being applied to some educational/community users.

- That subsidies and discounted rates are available for community groups that provide social value to the wider community.
- that there will be parity of treatment for similar users.

For the purposes of charging, the governing body has delegated the decision to determine the charge for any individual or organisation to EDU Lettings. The basis of charging will be determined by the type of organisation hiring the premises, the purpose for which the letting is arranged and the period of time when the letting is taking place – as detailed in Appendix 1.

The scale of charges relating to the stated categories of users are detailed in Appendix 3 below. Discounts form part of the scale of charges in Appendix 3 and are the only permitted variations to the standard charges. EDU Lettings may offer discounts or agree a subsidy for any lettings, as they deem appropriate, and bespoke pricing can be given to individuals or organisations requiring to hire the school in a bespoke manner. No member of staff is allowed to vary or to deviate from the governors' published charging policy. The governors and EDU Lettings are constrained by law to apply value added tax (VAT) to all transactions where this is appropriate.

6. Remissions

The governing body reserves the right to use its discretion to remit or waive any charges, or part thereof, on the basis of a proposed hirer's circumstances as it sees fit. It has delegated this discretion to the Headteacher, Finance Manager and EDU Lettings using the following principles:

- that there will be a parity of treatment for similar users
- that any decision to waive a charge will be subject to periodic review, at least on an annual basis
- that all decisions will be reported termly to the governing body
- that in the event of appeal or dispute the governing body retains the final power to decide.

7. Finance Procedure

Guiseley School is a cashless School. Payment for all hire of premises is due in advance. For bookings of 10 or more sessions across a minimum of 2 months, payment via instalments may be offered by the school. For bookings of less than 10 sessions or one-off events, payment will be required in full in advance. Deposits may be required by the school in some circumstances. Invoice calculations will be based on the information in the letting's agreement and any subsequent amendments. Once hirers have signed the lettings agreement, they are accepting the charges stated and agreeing to be responsible for the payment.

Guiseley School is a cashless school. Payment for all hire of premises will be managed by EDU Lettings who organise payments for bookings in advance. Payments are taken by card in advance of all sessions and customers receipts and invoices are available on their EDU Lettings account. Deposits will be taken for all events and bookings of a unique nature. Hirers agree to terms and conditions and payments as part of their booking and are confirmed electronically on the EDU Lettings booking portal.

8. Debt Recovery Procedure

EDU Lettings take all payments in advance and do not permit access to groups who have not paid for the session in advance. EDU Lettings do not allow users to fall into debt with the facility but will suspend and remove any client who is in breach of their agreement by missing payments. Payments are due 7 days in advance. EDU Lettings invoices are created at point of booking and will consider

the use of solicitors to help recover funds from clients who have failed to comply with payment schedules.

9. Cancellations

EDU Lettings will manage all hirers and their cancellation requests.

Types of bookings:

- One Off Clients (OOC) – These are clients who book between 1-11 weekly sessions.
- Short Term Block Bookings (SBB) – These are clients who book between 12-24 consecutive weekly sessions.
- Long Term Block Bookings (LBB) – These are clients who book between 25 – 39 consecutive weekly sessions...
- All Year-Round Clients (AYR) – These are clients who book between 40 – 52 consecutive weekly sessions.

Notice Periods:

- OOC – These bookings cannot be cancelled, amended, or changed.
- SBB – These bookings are eligible for up to 2 sessions to be rescheduled to the end of the booking period.
- LBB – These bookings are eligible for up to 2 sessions to be either rescheduled to the end of the booking period or can be cancelled.
- AYR – These bookings are eligible for up to 4 sessions to be cancelled or rescheduled to the end of the booking period and the whole booking can be terminated by providing 4 weeks written notice.

Consecutive sessions cannot be cancelled.

AYR bookings being cancelled must have a minimum of 10 consecutive sessions completed.

EDU Lettings must be notified seven (7) days prior to rescheduling or cancelling sessions.

Sessions that form part of the notice period cannot be cancelled. Any termination or notice given may result in additional charges due to different VAT treatment, after the date of the hire of the venue, we reserve the right to raise a further invoice to the hirer for any additional VAT payment due, such invoice to be payable within seven (7) days of the date of the invoice. At the discretion of EDU Lettings this could be offset against any other payments received from the hirer.

The School and EDU Lettings reserve the right to cancel the booking at any time without notice and without assigning any reason but will endeavour to give as much notice as possible. In such circumstances, EDU Lettings will refund the hire fee (and any deposit). The School and EDU Lettings cannot be held liable for any loss of expenses or earnings arising from the cancellation of a letting.

Educational use of facilities overrides lettings so hirers should be aware that there may be occasions when lettings are cancelled due to School events and examinations. The School and EDU Lettings will aim to provide hirers with at least 2 weeks' notice of such events, however, on occasion this may not be possible. Lettings will also be cancelled when events outside the school's control, such as adverse weather, affect the use of facilities.

10. Conditions of Hire

- No person under 18 years of age may make a booking for the use of education premises.
- All prospective hirers are required to complete a booking on the EDU Lettings Portland to comply with the conditions and guidelines for lettings.
- All hiring of the school's premises, including those for which no charge is made, shall be properly documented.
- All hirers should not arrange to use the school's premises or grounds or to commence any advertising until a letting agreement is agreed.
- Hirers must only use the premises for the purpose, length of time and by the named person and organisation stated. The hirer shall not sub-let the premises to another person/organisation.
- All hirers in receipt of a letting agreement (a legal document) will receive a copy of the school's lettings policy. The letting agreement is a contract which the governing body may enforce at law.
- The governors reserve the right to impose additional hire conditions where necessary and, where these apply, the EDU Lettings will ensure any additional conditions are detailed on the letting agreement.
- Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.
- The school maintains insurance cover for liabilities incurred by the governing body with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of the hirers and external organisations must have third party liability insurance cover (with an indemnity limit of no less than £5 million).
 - A copy of the valid public liability insurance policy must be submitted with any application to use the school grounds or premises.
 - Employer's liability, professional indemnity or personal accident/injury insurance held by individuals is not sufficient.
- In line with the EDU Lettings Vetting policy, all hirers whose organisations involve children under the age of 18 years old or vulnerable adults, must:
 - Submit a copy of their current child protection/safeguarding policy. This must be fully compliant with statutory legislation and meet our school's requirements.
 - Confirm that all coaches/teachers/staff the hirer intends to send to Guiseley School have been subject to the following checks and that the hirer is satisfied that they are suitable to work with children:
 - Enhanced DBS check
 - Barred list check
 - Prohibited list
 - The hirer's response and documents will be kept on record via the EDU Lettings document manager on the EDU Lettings portal and will be provided to relevant authorities if requested. Therefore, it is imperative that the information the hirer provides is accurate.
- Hirers must produce ID if requested by a member of staff on site.
- The hirer must comply with all laws relating to the premises and the occupation and use of the premises by the hirer, including but not limited to Health and Safety legislation. All

groups must have a Health and Safety policy or plan and appropriate risk assessments in place.

- Hirers must submit a copy of these at the time of booking.
- Of particular importance are first aid, emergency and evacuation procedures and risk assessment.
- There is no legal requirement for the school to provide first aid trained staff or facilities for the hirer. It is the hirer's responsibility to make their own arrangements. School's procedures and equipment will not be made available.
- Hirers must immediately inform EDU Lettings staff of any emergency, accident or serious incident that occurs during the letting by telephoning the School Emergency Contact.
- Hirers must ensure that children are not left unsupervised whilst on site at any times. The named hirer is personally responsible for ensuring that all children/members of their group comply with the conditions of the letting agreement.
- For ad-hoc lettings where junior users wish to use the school's facilities, bookings must be made by a person over 18 years of age as the named hirer such as a parent/guardian, who is responsible for supervising the users at all times.
- Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises of grounds.
- Hirers are responsible for putting back anything moved during the hiring period, so it is in an 'as-found' state after use. This includes any hired equipment.
- Hirers are not permitted to use any of the school's equipment unless agreed at the time of booking. Where hirers use the school's equipment, EDU Lettings in co-operation with the headteacher shall satisfy themselves that the hirer is capable of using such equipment.
- Hirers and users must wear the appropriate footwear for the facility that has been hired.
- If the premises or grounds are left in an unacceptable state, the governing body reserves the right to charge a cleaning cost as indicated in Appendix 3.
- For all lettings, due regard and consideration must be given to our neighbours and the school's car parking facilities must be made full use of when available.
- Hirers must not harass, abuse, or threaten any person in or about the premises in any way. Where a person behaves inappropriately, all existing lettings could be suspended or cancelled.
- No smoking or vaping is permitted by individuals hiring the school premises. The whole of the school premises is a non-smoking area.
- Consumption of alcohol by individuals hiring the school premises is not permitted unless EDU Lettings and the Headteacher/Finance Manager has given permission for an occasional licence to be obtained. It is the responsibility of the hirer to ascertain licensing requirements and to ensure that all relevant requirements are met and observed.
- The school, however, reserves the right to refuse, at its absolute discretion, to let its premises or facilities, particularly where the letting may be to the detriment of the school, its staff, students and the local community. The following activities are not normally considered to be appropriate for lettings as they are not deemed to be compatible with the mission or purpose of the school and/or are not able to be accommodated within the school's facilities:
 - Events or activities with little potential to generate income or support for the school.
 - Events or activities which include content which is (and/or have the potential to result in behaviour or conduct) of a nature considered by the school to be offensive, obscene, discriminatory, sensitive or otherwise inappropriate.

- Events or activities which may contravene School policy or procedure, or which are inconsistent with the school's mission or purpose.
- Events or activities which may adversely affect the school's reputation and/or bring the School into disrepute
- This list is intended as a guide and is not exhaustive.

11. Administration of Lettings

The 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 receive applications for lettings of a routine nature to EDU Lettings, who will consult with the Headteacher and Finance Manager to accept or decline applications for hire of the premises on any lettings outside of agreed booking types confirmed within the SLA. Term time and holiday letting periods are defined by the published term dates of the school.

12. Security and Safeguarding

The governors are mindful of their responsibility to protect Guiseley School's assets and safeguard young persons and vulnerable adults using school's premises. With regard to security of assets, governors would normally insist upon continuous caretaking presence in view of leaving the school vulnerable to theft or damage. However, they reserve the right and delegate power to the Headteacher and EDU Lettings to make variations where, in their judgement, continuous caretaking presence is not justified. With regard to safeguarding, governors agree to procedures included in this policy. All hirers must state the purpose of the hire. Each application will be vetted, and any concerns will be reported to the Headteacher or Operations Director prior to approval.

13. Emergency Procedures

Governors remind all persons/organisations letting the school premises that it is their responsibility to ensure that their users are aware of emergency procedures. Hirers will be made aware of the School Emergency Contact for the period of their letting.

14. Complaints procedure

A formal complaint about the school from someone letting the school premises should be dealt with by following EDU Lettings complaints procedure. Complaints by a third party about a letting should be forwarded to the hirer. If the hirer does not have their own complaints procedure, EDU Lettings will investigate the complaint using its own procedure.

Appendix 2. Definition of Users and Terms

1. Terms

Statutory Users

These users have the right to use a school backed by specific legislation. The only such use of schools is concerned with the use of elections – Council, National and European.

Appendix 3. Table of Charges

Schedule of charges from 1st September 2023. – Pricing from proposal inserted

Facility	Price Per Hour
Sports Hall	£40
Dining Hall	£26
Auditorium	£32
Activity Studio	£28
Classrooms	£22

Other facilities will be priced if there are enquiries.

Notes

- Prices are per hour unless stated otherwise.
- Charges are inclusive of site staff in attendance and heating and lighting.
- In order for bookings to be financially viable and in the unlikely event that the school is only booked by one hirer, we may need to charge a higher price to cover our costs.
- Where value added tax (VAT) is applicable, VAT will be added to all normal charge amounts above.
- Lift access cards are available if required. Hirers will be subject to a £5.00 charge if cards are lost, broken or not returned at the end a letting agreement.
- For event catering, please enquire for our availability and pricing.
- *Party food must be eaten in the dining hall.
- **Only hall for bouncy castles.
- ***Sound and lighting inclusive