



MONKSEATON HIGH SCHOOL COMMUNITY USE (LETTINGS) POLICY

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Statutory policy or document	No
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Approval by	Governing Body
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Agreed to publish on school website	Yes

Review:

Frequency	Next Review Due
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Author	Creation / Revision date	Version	Status
Business Manager (MAD)	12.10.2022	1.0	Final approved version for publication.
Business Manager (MAD)	09.05.2023	1.1	Updated for 2023-24 including proposed new pricing.

1. Aims

The Governing Body regards the school buildings and grounds as a unique community asset and will make every reasonable effort to enable them to be used by the community when not required by the school.

Monkseaton High School aims to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Ensure that the delegated budget share of the school is not used to subsidise community use of the school.
- Generate additional income and reinvest this into the school.
- Provide open and consistent charges that are publicly shared which differentiate between community groups / private individuals and commercial organisations.
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its students.
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Provide efficient administrative and financial procedures for bookings.

2. Definitions

A letting is any use of the school buildings or grounds by parties other than the school. This may include community groups, commercial organisations and private individuals.

Activities that fall within the corporate life of the school are not considered to be lettings. These include extra-curricular activities, school functions, events and performances and Governing Body meetings.

3. Charges for lettings

The Governing Body is responsible for setting charges for letting of the school premises. The charges for lettings are provided in appendix A and will be reviewed annually by the Governing Body, usually with effect from 1 September each year. The Headteacher and Business Manager have sole discretion to discount charges. Details of charges will be published and made available to the potential hirer in advance of any letting being agreed.

The Headteacher and Business manager can determine which category of charge applies to any particular individual or organisation.

4. Management of lettings

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

of this responsibility to the Business Manager, such as administration, security and health and safety, whilst still retaining overall responsibility for the lettings process.

All community use will be subject to both parties entering into a formal lettings agreement which will set out the terms and conditions of use. No letting will be regarded as booked until the lettings agreement has been authorised by the Headteacher or Business Manager, any requirements to inspect the organisation's insurance, child protection policy or other formal documents have been met, and payment has been received in accordance with the terms of the lettings agreement and the charges in appendix A (taking into account any discretion authorised under section 3 above).

The Headteacher and Business Manager have the sole right to refuse to enter into a lettings agreement but will not unreasonably do so. For example, this may be based on an assessment of the risks associated with the activity and the capacity of the school to meet any specific legal requirement in relation to its role as operator of the facility. The reason for refusal will be recorded and explained to the individual or organisation.

5. Insurance

All hirers from commercial organisations and formal community groups will be responsible for providing evidence at the time of booking that they have adequate Public Liability Insurance and, where they engage employees, Employer's Liability Insurance (to a minimum of £5 million for each incident for Public Liability Insurance and a minimum of £10 million for each incident for Employer's Liability Insurance).

6. First Aid

All hirers will be required to confirm at the time of booking that at all times:

- There will be somebody on site from their organisation who is first aid trained.
- There will be an adequately stocked first aid kit available.
- There will be means to summons an ambulance in an emergency (e.g. mobile phone) and that they are aware of how to allow access to the site.

7. Extent of responsibility

Monkseaton High School does not assume a duty of care and cannot be held responsible if the activities of those who use their premises as part of a letting agreement are viewed to be negligent and injury results.

8. Licenses

It is the responsibility of the hirer to ensure that any required licenses are in place.

9. Safeguarding of children and vulnerable adults

Any hirer whose use of the premises will include activities that fall within the definition of "regulated activity" with children or vulnerable adults will be required to adopt and implement

appropriate recruitment practices including vetting and barring checks which at least meet statutory requirements.

All hirers that are providing services to children are required to have their own child protection policy, which is considered to be fit for purpose by the school, which makes clear to staff, parents and children what the organisation will do to keep children safe and how any concerns will be dealt with. A copy of this policy must be provided in advance of any lettings agreement being signed by the school.

10. Equal opportunities

The headteacher will ensure that the school's equal opportunities policies are observed in implementing this policy. An equality impact assessment has been completed and is included in appendix B.

11. Monitoring and review

An annual report on community use will be made to the Governing Body and will include information on users, income and expenditure, any accidents / incidents and any lettings refused.



Appendix A: Hourly Lettings Charges 1 September 2023 to 31 August 2024

Area	Category 1 – Private individuals and charitable / non-profit making community groups	Category 2 – Commercial organisations or organisations that charge a fee for activities
Sports hall with changing rooms and toilets	£32.50	£39.00
Bottom gym (small hall) with changing rooms and toilets	£22.00	£26.50
Outdoor pitches (e.g. football or rugby pitches) with changing rooms and toilets	£27.00	£32.50
Classrooms / meeting rooms with toilets	£22.00	£26.50
Car park only (all other bookings include use of the car park)	£22.00	£26.50

Hours available

Indoor spaces are available for hire:

- Monday – Friday: 17.00-21.00
- Saturday – Sunday: on request (additional charges will be incurred)

Outdoor spaces are available for hire:

- Monday – Friday: 17.00-21.00 (light permitting)
- Saturday – Sunday: 09.00-18.00

All hirers must vacate the space by the end of their booking slot, and must factor in 'packing away'. Remaining in the hired space beyond 10 minutes passed the agreed time will result in being charged for an additional hour. All spaces are available in 1 hour intervals with a minimum booking time of 1 hour.

Regular bookings

A single booking of the same area for 10 weeks or more will be discounted by 10%.

Simultaneous booking of two or more areas

Hirers will be charged 100% of the charge for the area with highest charge and receive a 50% discount for each additional area booked. This includes "retainer" bookings where hirers wish to guarantee that two areas are available but will only use one area (e.g. the sports hall or outdoor pitches depending on weather conditions). Where relevant, the regular booking discount above will also apply.

Cancellations

Cancellation fees will be charged based upon the notice given by the hirer. Cancellation charges are as follows:

- 14 or more days' notice before the commencement of the let – 10% of the total value of the cancelled let.
- 7-13 days before commencement of the let – 25% of the total value of the cancelled let.
- 2-6 days before commencement of the let – 50% of the total value of the cancelled let.
- Less than 48 hours before the commencement of the let – 100% of the total value of the cancelled let

Any let cancelled by the school will incur no charge.

Equipment

Any let which requires equipment to be set up e.g. tables, chairs, projectors etc. may incur an additional charge. Any charge will be confirmed before the booking is made.

VAT

- General (non-sports) lettings are exempt from VAT (this includes the use of tables and chairs).
- General lettings which require use of school equipment e.g. projector, computer etc. incur VAT at the standard rate (currently 20%).
- Sports lettings are standard rated unless the booking is a one off for a continuous period exceeding 24 hours, or is a series of 10 or more lettings booked in advance by an **eligible body** (each let in the series must be for the same activity in the same location, and the interval between each let must be at least one day and no more than fourteen days).
- An eligible body is defined as a school, club, association or organisation:
 - Whose articles / memorandum of association or constitution demonstrate that they are non-profit making;
 - Representing affiliated clubs / constituent associations (e.g. a league);
 - Who have in their constitution restrictions preventing the distribution of any profits except to other non-profit making bodies or on winding up; and
 - Who do not have any paid officers or paid connected officers.
- Lettings to commercial organisations are always subject to VAT.

Appendix B. Equality Impact Assessment

1. Name of the change, strategy, project or policy:		Community Use (lettings) Policy	
2. Name of person(s) completing this form:		Marie-Anne Dowson	
3. Has the policy/practice been assessed to consider any potential impact on the equality groups? Yes			
Where potential impact has been identified, please complete questions 5-9, if none is identified, please sign and proceed to question 10.			
4. Equality Target Group (highlight):	Negative impact – it could disadvantage	Reason	
Race Religion/belief Disability Gender Gender Reassignment Sexual Orientation Age Pregnancy/Maternity Marriage & Civil Partnerships	No significant impact.		
5.		Yes	No
Is the impact legal/lawful? Seek advice from your School link HR Advisor if necessary.			
Is the impact intended?			
Does this action/policy/procedure attempt to meet the aims of the public sector equality duty? (this should feed into your Single equality scheme & action plan)		Yes, No, or N/A	If yes, please provide details
Eliminate unlawful discrimination, harassment and victimisation			
Advance equality of opportunity between different equality groups			
Foster good relations between different equality groups			
7. If you have identified any negative impact, have you identified any ways of avoiding or minimising it?			
8. Is it possible to consider a different policy/strategy/action, which still achieves your aim, but avoids any negative impact on people?			
9. In light of all the information detailed in this form; what practical actions would you take to reduce or remove any negative impact?			
10.a) As a result of the assessment and consultation completed in Part A above, state whether there will need to be any changes made to the policy, project or planned action.			
10.b) As a result of this assessment and consultation, does the school need to commission specific research on this issue or carry out monitoring/data collection?			
A) No changes required.			
B) Monitor community use by equality groups. Monitor refusal of lettings by equality groups.			
11. Have you set up a monitoring/evaluation/review process to check the successful implementation of the policy, project or change? If yes please provide details below.	Yes		
Annual review and report to governing body.			