



LETTINGS POLICY

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To be reviewed by:	FRAR

REVIEW RECORD

Date of review	Reason for review	Date of next review
23 Nov 2017	Review	November 2020
Nov 2021	Policy Review Cycle	Nov 2024
Nov 2024	Policy Review Cycle	Nov 2027
Oct 2025	Policy review Cycle shortened to annual (from 3 years)	Oct 2026

Introduction

The YCAT Board is keen to encourage the use of the school buildings and grounds as a community asset, as part of its Full-Service Extended School Programme. The Trust aims to provide a quality education for its pupils. This is of paramount importance and any letting must not impinge upon this. The schools' delegated budgets (which is provided for the education of its pupils) **must not** be used to subsidise any lettings by community or commercial organisations.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of YCAT premises. As a minimum the **actual** cost to the school of any use of the premises by an outside organisation must be reimbursed to the school budget. This charge may be waived if there is a clear perceived benefit to YCAT pupils.

Definition of a Letting

A letting may be defined as any use of the school premises (buildings and grounds) by:

- A community group (i.e., groups which are not for profit, voluntary, or charity and who should be supported through favourable letting rates as they provide a benefit to the community and the school)
- Commercial lets (commercial organisations or events, private functions), charged at market rates.
- Services from North Yorkshire County Council, providing activities or services for the benefit of the community, will be charged at a flat rate to cover administration costs. A letting must not interfere with the main activity of the school which is to provide a quality education for its pupils.

Use of the premises for staff meetings, parents' meetings, Trust and Local Governing Body meetings, PTAs (or equivalent) and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget, and do not constitute a letting.

Facilities available Appendix 1 identifies facilities available at each YCAT school

The use of any kitchen equipment is prohibited without prior consent of the school. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.

Charges for Letting

The Local Governing Bodies are responsible for setting charges for the letting of the school premises, and these will be reviewed annually. Appendix 1 contains the current rates for hiring school premises. The school will not charge any organisation for the hire of any school facilities during the school day where the use is for the benefit of YCAT pupils as determined by the Headteacher.

The hire charge will cover the following items:

- Cost of services (heating and lighting)
- Cost of administration
- Wear and Tear
- Profit element (if appropriate).

Current charges will be provided in advance of any letting being agreed. The cost of using school equipment (e.g., specialised lighting) can be negotiated at an additional cost.

The charges payable shall be those applying at the time of the hiring and not at the time of application. The school reserves the right to require a deposit over and above the hiring charge that equates to 25% of the hire 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 costs for cleaning, caretaking or other expenses.

Within 14 days of the end of the hire arrangement the deposit shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment.

VAT

At this point in time YCAT is not registered for VAT. Should YCAT register for VAT in the future, the following would apply:

In general, the letting of rooms for non-sporting activities is exempt of VAT (e.g., a meeting room). The hire of equipment is taxable at the standard rate. Letting to another school or service provided by North Yorkshire County Council would be outside the scope of VAT, even for sports facilities.

The hire of sports facilities is subject to VAT, usually at the standard rate. This includes the hire of the swimming pool, and the use of the school hall for sporting activities.

VAT will not be charged when a sporting facility meets all the following criteria:

- has been hired for a block booking of ten or more sessions by the same organisation for the same purpose over a period of time.
- The hirer has exclusive use of the facilities for the period
- The period between lettings is more than one day but less than two weeks
- Payment is made in respect of the whole series
- There must be evidence that the payment is made in full for the series whether or not the right to use the facility for a particular session is exercised.
- Provision for a refund in the event of unforeseen non-availability of the facility would not break the conditions above, but provision for a refund in other circumstances would.
- That the club or group is affiliated to an organisation.

Further clarification will be provided for specific lettings.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings in accordance with this policy. Where appropriate, she may delegate all or part of this responsibility, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for letting is appropriate, she will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the local governing body.

The administrative process

It is recognised that appropriate administrative procedures will be required if the task of letting is to be carried out efficiently. Where lettings are for 1 year or more, a contract should be established with the hirer. For ad-hoc and short-term lettings, a standard form is included at Appendix 2. This form must be completed by the school and signed by the hirer prior to the letting taking place.

Organisations seeking to hire the school premises should approach the School Administrator, who will identify their requirements and clarify the facilities available. Hirers will receive a current copy of this policy including hire charges. A minimum of three weeks' notice is required by the school for all lettings.

The Headteacher, on behalf of The Local Governing Body, has the right to refuse an application and no letting should be regarded as booked until approval has been given in writing. No public announcement of a function or activity should be made by the organisation concerned until the booking has been formally confirmed.

An invoice will be presented on a termly basis, to the named individual who has signed the hiring agreement. All letting fees will be paid into the school's delegated budget to offset any costs for services and staffing incurred.

Indemnity and Insurance

YCAT disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so). The Hirer agrees to indemnify YCAT, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of YCAT, the school or their agents or employees. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

The Local Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit

YCAT shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Terms and Conditions for the Hire of the school premises

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

The Hirer

- Persons under 18 may not hire the school's premises. The premises may not be used by any unlawful or extremist organisations. The hire agreement is not intended to give exclusive possession of any part of the school to the hirer or to create tenancy between the school and the hirer.
- If the event is to take place during the school day, the school will risk assess the safety of pupils in relation to safeguarding and for regular hiring's may require for the hirer to ensure that they undergo DBS checks. Individual groups need to ensure their own DBS requirements and staffing ratios for their hiring.
- The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved
- The hirer shall be responsible for the prevention of overcrowding and for keeping all gangways, passages and exits clear. Adequate supervision should be provided to maintain good order and conduct.
- It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.
- During school hours, hirers need to familiarise themselves with the schools emergency procedures and follow instructions. Out of hours lettings need to ensure that they have adequate emergency risk assessment and procedures and familiarise themselves with fire exits. There may also be a requirement to display additional signage to highlight emergency exit routes – these are the responsibility of the hirer and must be removed at the end of every session. In the event of fire immediately dial 999 for the fire brigade.
- In the event of an emergency, the hirer must make contact with the agreed school nominated person to inform them of the situation
- It is the hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings
- The hirer shall not sublet the premises to another person.

Priority of use

The Headteacher will resolve conflicting requests for the use of the premises, with priority being given to school functions and then regular long-term lettings.

Furniture and fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind, or the fixing of nails and screws into fixtures, or the school's 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.

Equipment

Can only be used if requested on the initial application form and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any loss, damage or theft of school equipment they are using, and for the equipment's safe return. The headteacher must be satisfied that the hirer is capable of using such equipment.

Any electrical equipment brought by the hirer onto the school site must comply with YCAT's code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or to be inspected by the authority. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. During school hours hirers are requested to advise those attending to observe car park protocols.

Toilet Facilities

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

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with the current food hygiene regulations.

Intoxicating Liquor

If intoxicants are to be brought onto or consumed on the premises; then it is up to the hirer to ensure that correct licences are in place.

Smoking

The school premises (inside and out) are a designated no-smoking area and smoking is not permitted.

Internet Access

Where the hirer has paid to access the school's ICT facilities, the person responsible for the hiring, has a duty to ensure that all internet usage is within line with YCAT's Internet Access policy. Internet users under 18 should be supervised and any inappropriate, offensive or extremist materials accessed using the school's equipment reported. Persistent offences will be reported to the authorities and the hire agreement terminated.

Copyright or performing rights

The hirer shall not, during the occupancy of the premises, infringe any existing copyright or performing right.

Security

For every letting there must be a designated keyholder, if no suitable person can be deployed, then the letting will not be allowed or will be cancelled. Only designated key holders may operate the security system. The premises should be left secured immediately after the completion of the hiring by a designated keyholder. Additional costs may be charged if the school needs to be opened/closed out of school hrs.

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure. Entrance to the school shall be discussed on application which will be opened by the school at the agreed time. For security reasons, the school keys shall not be available to the Hirer. The Hirer must use only that area of the premises hired and must observe any instructions given by the School concerning the areas available and unavailable. The Hirer shall not have access to the school's landline telephone and shall be required to have access to their own acquired mobile phone for emergencies.

Right of access

The Local Governing Body reserve the right of access to the premises during any letting. The Headteacher or members of the Governors may monitor activities from time to time.

Conduct of Users

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:

- The behaviour of those in attendance.
- The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- Other functions being held elsewhere on school premises so that they are not interfered with.
- All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

Conclusion of letting

The hirer shall leave the accommodation in exactly the same condition as encountered. If the school is not left in the same condition both inside and outside and additional cleaning (for example) has to be done before students are able to make use of the premises again then an additional charge will be incurred. If required, details of a recommended cleaner can be provided.

Vacation of the premises

The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for ensuring that any children taking part in an activity are collected by a responsible adult. Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds; this includes nappies and pads as the use of nappy bins are not included in the lettings agreement and should not be used by hirers and are for use by the Dales School only.

Advertising

No advertising shall be permitted except without the prior written consent of the school.

Video Recording

No video recordings may be made unless prior permission has been obtained. The school must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

The Local Governing Body may end a booking arrangement by giving the User three months written notice to expire at any time. The Governors may end the agreement immediately by notice given by them:

1. If at any time any payment due remains unpaid for more than 28 days after becoming due
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by 28 days' notice in writing
3. If the User breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them
4. In extreme cases the Local Governing Body may terminate this agreement summarily without notice if it has been shown that the User has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire County Council safeguarding procedures.

The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

Appeals Procedure

If a Hirer has a hire arrangement application rejected or agreement withdrawn, they have the right to appeal to the Local Governing Body. The appeal should be made in writing and will be presented at

the next full meeting of the Local Governing Body.

The Hirer will be informed of any action and/or decision taken by the Local Governing Body. The Local Governing Body's decision is final.

Complaints Procedure

If a Hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school. Every effort will be made to resolve disputes between parties quickly and effectively. In the event of a dispute, the complainant should proceed as follows:

1. The relevant member of staff should be contacted to try to resolve the problem.
2. If the matter cannot be resolved satisfactorily, the Headteacher should be contacted.
3. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.

YCAT Lettings Policy- Appendix 1: facilities and charges

School Facility	Rates
Bilton Grange Hire of separate dining building to Grange Partnership after school club	£5922 per annum (£493.50 per month)
Bilton Grange Hire of room in school to Early Years Provider Acorns Nursery	£6930 per annum (£577.50 per month)
Leyburn To be confirmed	No lettings
Hawes Lease of ground for Dalesplay	£1200 per year (£300 per quarter)

YCAT Lettings Policy- Appendix 2: Standard form for short term/ ad-hoc lettings

YCAT Application for hire of educational premises or grounds.

TO BE COMPLETED IN CAPITALS AND RETURNED TO THE HEADTEACHER 3 WEEKS BEFORE THE PROPOSED HIRE ARRANGEMENT DATE



Applicant Details	
Name of applicant/ organisation:	
Association to organisation	
Name and address for correspondence/ invoicing	
Daytime contact tel no:	
Details of Hire Arrangements	
Purpose for which hire arrangement is requested:	
Rooms to be used:	
Date of first letting:	
Date of last letting:	
Start time:	
End time:	
Days of week to be used:	
Equipment requested:	

I/ we agree:

1. To provide all necessary documentation as requested by YCAT including proof of insurance
2. To pay the YCAT charge on demand
3. To indemnify the school and YCAT against any liability whatsoever which may arise from the hire of the premises
4. That the use of the accommodation shall be in accordance with the terms of the YCAT Lettings Policy

Signed.....Date.....

Information and instructions to organisers of events held on YCAT property. To be completed on approval of letting:

Agreed room/ facilities/ equipment	£ per hour	No of hours	No of days	£
Total to be invoiced:				
Deposit (if required)				
Under the Health and Safety at Work Act 1974 YCAT is required to provide you with H&S information. Information can be found within the policy and hirers are requested to read and apply this information				
Agreed access to the school will be via:				
Your emergency contact number is:				

Signed on behalf of the school.....Date.....