

ST CUTHBERT MAYNE SCHOOL
Joint Catholic and Church of England 11-18 Comprehensive
School
Dioceses of Plymouth and Exeter



St Cuthbert Mayne School
Lettings Policy

Adopted by Resources Committee: June 2022

Shared with Full Governing Body: July 2022

Next Review Date: June 2023

LETTINGS POLICY AT ST. CUTHBERT MAYNE SCHOOL

- 1.1 Our vision of joint Catholic and Anglican education calls us to acknowledge that the Body of Christ is in the school community. We believe that God is incarnate (present) in the 'day to day' life of our school. Our understanding of Christian spirituality is therefore as much about dealing with each other as it is about meeting God.
- 1.2 We believe that each member of our community has a divine origin and an eternal destiny.
- 1.3 We believe that through his Incarnation Jesus affirmed us as whole people and redeemed us through his resurrection.
- 1.4 We believe therefore that the intrinsic dignity of each member of our school community is to be honoured in spirit, in word, in deed and in law.
- 1.5 These beliefs underpin our approach to LETTINGS and thereby commit us to encouraging all members of our community, staff and pupils alike, to grow towards human wholeness. The Governing Body aims to meet this responsibility by:
 - Affirming, consolidating and celebrating the achievements of our teachers (Challenge, affirmation, evaluation, consolidation, celebration and prayerful reflection will be important characteristics to our approach in this school and will be an accepted part of the process)
 - Challenging ourselves, staff and pupils to recognise the unique contribution that each of us can make and work towards making that contribution in the fullest sense
 - Supporting staff in this process in a positive manner

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1. INTRODUCTION

Governors, under Section 42 of the Education (no 2) Act 1986, have responsibility for the use of school premises, subject to the direction of the LA.

The Governors of St. Cuthbert Mayne School recognise that access to the school premises is an important resource that they can provide for the benefit of the local community.

2. POLICY OBJECTIVES

The governors adopt and endorse the Lettings Policy and recognise the principles therein, namely: -

- that school premises represent a significant capital investment and should be fully utilised;
- the school premises are a valuable community and diocesan resource;
- that educational usage of education premises constitutes a natural priority;
- that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.
- a letting will not be allowed should it be construed as being contrary to the Christian ethos of the school.

3. PRIORITY USE

The Governors have adopted the following categories of priority user: -

- Statutory users
- Designated users
- Private users

4. USERS & STATUS

Statutory Users – Governors are aware of their responsibilities to make the building available when required by provision of law. An example would be for use as a polling station when an election (local or parliamentary) has been called.

Designated Users - The Governing body has delegated its power to determine designated status to the Headteacher who will exercise discretion on its behalf and determine each application individually. This does not preclude the Headteacher from referring sensitive applications to the Full Governing Body at his/her discretion.

Governors reflect the view that educational and community usage is the most valid utilisation of its premises. The governors have decided that for the purpose of charging there will be four categories of designated user: -

- Needs of the school community – This will include extended curriculum activities including plays and concerts, parent evenings with staff, open evenings, staff meetings, governors meetings, fund raising activities for school funds or P.T.A meetings at the school.
- Community Education and Diocesan Education – The school may wish to offer programmes including Adult Education, Youth Service programmes, Torbay sponsored community work etc.
- Community Groups and Parish Groups – The school may provide facilities for approved playgroups and recognised play schemes. Other examples may be The Duke of Edinburgh Award Scheme and the Scout and Guide Association.
- Education Department Usage – by the Education Department for its purposes other than those already specified above.

Private users – Governors are concerned to ensure that private users who enrich the local community by virtue of their actions (including charitable groups, parish groups, associations and groups furthering public health or social education) should be encouraged to use the facilities at St Cuthbert Mayne School.

5. CONDITIONS OF HIRE

The Governors have adopted the standard Torbay Council conditions of hire as stated on the reverse of the booking form. See appendix 1.

6. ADMINISTRATION AND ACCEPTANCE OF LETTINGS

The Governors recognise that it would be impossible for them to personally vet every organisation or applicant who wish to make use of the school premises. Accordingly they have delegated the authority to accept applicants for hire to the Business Manager. For the purposes of charging hirers the Business Manager is empowered to determine to which group of users any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

7. VARIATIONS

The Headteacher and Business Manager are permitted to negotiate a reduction in hire charges of up to 15% on the published 'scale of hire' charges. No other member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations.

8. LETTINGS DOCUMENTATION

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement

is a contract, which the Governors may enforce at law. Designated authority to sign agreements on behalf of the school shall be delegated by the Headteacher.

In addition to the hire agreement form, a copy of the hirers public liability insurance cover must be valid and held by the school.

9. CHARGING – RECOVERY OF COSTS

The Governors will adopt a charge that is seen to be simple, reasonable and enables them to recover costs incurred in the letting. In doing so they will be aware that they must, in law, recover the full costs of provision and that they have a clear legal responsibility to ensure that the school budget share does not subsidise non-school activity.

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

- that statutory users will be charged an amount commensurate with cost recovery;
- that designated users will be charged no more than cost;
- that private users will be charged on a cost plus income margin for the school
- that there will be parity of treatment for similar users;
- that overall the cost of letting school facilities will be recovered from users

In identifying basic costs, Governors will take into account:

- The cost of opening and closing the premises to include travel, outside caretakers core time (plus security where appropriate)
- The costs of heating, lighting and water except to the designated user i.e. the school
- The administrative costs in arranging the lettings.
- Wear and tear
- The cost of cleaning the room after use

The above points are included in the overall hourly rate. Other charges that Governors will seek to adopt include:

- The use of special equipment other than normal furniture, e.g. lighting, piano computers etc.
- The cost of putting out chairs/tables
- Additional expenses for weekend and bank holiday lettings
- The need for extra cleaning

In identifying commercial costs, Governors will be aware of realistic pricing that will respond to market demand and to the need to replace, refurbish equipment, resources and facilities.

10. SCALE OF CHARGES

The scale of charges forms appendix 2 to this policy statement.

11. VALUE ADDED TAX

The Governors will, as required by law, apply Value Added Tax to all transactions where this is appropriate

12. PAYMENT METHOD

All bookings will be invoiced via the school finance office. Cash or cheques are both acceptable within 30 days of the invoice date.

For one off lettings the requirement is to obtain payment in advance of the period of hire.

13. MINIMUM CHARGES AND DEPOSITS

The minimum hire period will be one hour. The Governors reserve 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 them incurring additional cost for cleaning, caretaking or other expenses.

14. EXTENSION OF CREDIT

The Governors will allow the extension of credit to bone fide organisations and individuals where they are satisfied that these are creditworthy. In all cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official school invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Governors have chosen to delegate the approval of credit facilities to the Headteacher. In all cases where credit is advanced the invoice is to be raised at the time of booking.

15. CANCELLATIONS

Any cancellation received within 7 days of the booking will be invoiced for 50% of the agreed fee. Any cancellation received within 2 days of the booking will be invoiced for 75% of the agreed fee.

16. NON-SMOKING POLICY

The school has a total non-smoking policy; this extends to the school boundary. Any group that does not comply with this ruling may have any future booking cancelled. The Governors delegate this decision to the headteacher.

17. Disclosure and Barring Service (DBS)

Organisations should be made aware of the DBS checks that are required on those people that have contact with young people. The responsibility for DBS checks lies with the hirer.

18. NEW HIRERS

New Hirers should visit the site to be shown the Health and safety procedures in place.

19. SECURITY

The Governors will not normally insist upon continuous caretaking presence. However they reserve the right and have delegated power to the Headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage. The hirer will meet the cost of this.

20. REVIEW OF POLICY

The Governors will review the policy each year in the Summer Term and review the scale of charges for the year, beginning 1st September. These charges will be reviewed and updated. The policy will also be reviewed when new buildings and facilities become available for use to the community at which time pricing structure for the new facilities will also be decided.

For and on behalf of the Governing Body:

_____ **Chair**

_____ **Headteacher**

DATE:

APPENDIX 2

SCALE OF HIRE CHARGES (commercial rates)

The following charges are exclusive of VAT. The charges below start from 1st September 2021 and are to be reviewed annually by the Governing Body.

| | | |
|----------------------------|---|--|
| Sports Hall | - | £ 30 per hour Juniors 20% discount |
| School Hall | - | £20 per hour |
| Classroom | - | £20 per hour |
| Playing Field | - | £15 per hour Juniors 20% discount |
| Drama Studio | - | £20 per hour |
| Dance Studio | - | £20 per hour |
| Music Practice Room | - | £20 per hour |
| Hard Play Area | - | £20 per hour |
| Fitness Suite | - | £20 per hour |
| TV/Video Hire | - | £12 per am or pm session |
| Caretaker costs | - | £20 per hour at weekends and bank holidays |

Specialist classrooms to be rented out at individual rates. Hire of equipment is by negotiation. Weekend lettings may be subject to an additional caretaking charge.

Any area not covered by the above table will be charged at the discretion of the Head teacher depending on the nature/activity of the hirer.