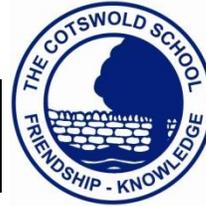


## THE COTSWOLD SCHOOL – POLICY DOCUMENT



---

<b>Policy:</b>	<b>Lettings Policy</b>
<b>Policy Ref:</b>	<b>CSP42</b>
<b>Version Number:</b>	<b>2.0</b>
<b>Date:</b>	<b>June 2017</b>
<b>Review Date:</b>	<b>June 2018</b>
<b>Authorised by:</b>	<b>Governing Body</b>
<b>Updated by:</b>	<b>Mrs M Tye</b>

---

### 1. Adoption

The Governing Body at their meeting on **19<sup>th</sup> June 2017** adopted the lettings policy set out below.

### 2. Introduction

Governing Body regards the school buildings and grounds which are owned by The Cotswold School Academy Trust as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

### 3. Definition of a letting

A letting may be defined as:

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Some activities may not be considered to be appropriate for lettings as they are either well provided for in the local area or are not deemed to be compatible with the ethos of the school. The Cotswold School Board of Governors, the Principal or any staff authorized has the right to refuse a letting in this instance.

### 4. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually by the Sports and Recreational Facilities Committee which will be recommended to the Governors' Finance and Audit Committee for approval and implementation from the beginning of the next financial year, with effect from 1st September of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Principal, CFO or Community Use Officer is/are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The school reserves 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 their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use

The current charges are published on the school website.

## **5. Conduct of users**

This is set out in the Terms and Conditions for use of school premises (attached).

## **6. Management of lettings**

The Governing Body has delegated day-to-day responsibility for lettings to the Principal in accordance with the Governing Body's policy. Where appropriate, the Principal may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

A regular report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

## **7. Considering applications for lettings**

Organisations seeking to hire the school premises should approach the Community Use Officer. Details of charges and conditions of use should be given or referred to.

The Principal or any staff member with delegated authority will decide on the application with consideration to:

- the availability of the facilities and staff
- the school's equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **8. Issuing a Lettings Contract**

Once a letting has been approved, confirmation will be given to the hirer, enclosing a copy of the terms and conditions of hire and booking form.

The Booking Form should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

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. Payment will be sought in advance whenever applicable in order to reduce any possible bad debts and or a deposit to cover damage. Should any bad debts be accrued then future bookings will be refused until the debt has been cleared.

All lettings fees received will be paid into the school's bank account. The income and expenditure relating to lettings will be clearly recorded by the school and reported as part of the general financial reports provided to the Governors.

The Principal on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full.

The Principal, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement.

## **9. Disclaimer**

The Cotswold School Academy Trust will not be liable for any loss due to any breakdown of machinery or equipment, failure of supply of electricity, leakage of water, fire, government restriction, or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

The Cotswold School public liability insurance provides cover only against incidents arising from acts or omissions of The Cotswold School or its staff. It will not indemnify the hirer against any claim made against the hirer arising from the hire. Hirers are responsible for their own assessment of risk and should, in their own interests, consider whether additional insurance cover is necessary.

The Cotswold School accepts no responsibility for loss or damage to vehicles parked on site. Hirers and individual drivers should check that their insurance covers risks while parked on The Cotswold School property.

## **10. Safeguarding**

The Hirer shall ensure that where a hiring involves activities aimed predominately at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Services checks. The governors reserve the

right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connections with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at:  
<http://publications.education.gov.uk>

This policy is written and administered with due regard to our duty and commitment as a school: to consider all aspects of equality and diversity.

ratified by Governors and  
signed as such by The Chair of Governors (19/6/2017)