



CREATING A CLIMATE FOR GREAT LEARNING,
SUCCESS AND OPPORTUNITY

LETTINGS AND LETTINGS CHARGES POLICY

Approved at a Full Governing Body Meeting on: 10th December 2020

Date of Next Review: October 2021

Responsible Officer: School Business Manager

1. Introduction

Benton Park School recognises that achievement of our vision; 'Creating a Climate for Great Learning, Success and Opportunity' requires partnership working with, and the engagement of the local community. Community engagement includes the appropriate use of school premises to support community groups, particularly those that support learning, success and opportunities for young people within the locality.

The Governors and Leadership of the school endorse the City Council's Hire of School Premises Conditions and Guidance and recognise the principles therein, namely:

- (i) that school premises represent a significant capital investment and should be utilised as a valuable community resource;
- (ii) educational usage of our premises constitute a natural priority;
- (iii) that a profit margin is desirable when derived from commercial usage but this is not the overriding objective when facilitating activities that support learning, success and opportunity within the local community.

2. Policy Objectives

The policy set out below is aimed at ensuring that the school have a clear charging policy that is fairly and consistently applied in relation to the hire of school premises and resources.

The policy defines which groups the school will prioritise for hire requests and the criteria used to vary charges for these groups.

3. Priority Usage

The school have identified and agreed the following groups for priority over premises usage.

Priority 1 (Group 1)	School Educational Use	Use of premises for activities which support educational use and / or enrich the learning and development of our students will always have the highest priority in allocating premises usage.
Priority 2 (Group 2)	Educational Partners	Use of Premises by Educational partners. These would normally be centrally funded public service organisations that are using the premises for a purpose that benefits the education, wellbeing and/or opportunities of the local community.
Priority 3 (Group 3)	Voluntary Groups <i>working primarily with children and young people</i>	Use of Premises by voluntary community groups, working primarily with children and young people. All adults involved with the organisation should be employed in a voluntary capacity and not receive any payment/salary for their time/work (excluding registered charities) Any income from subscriptions collected should only be to cover the running costs of the organisation such as insurance, CRB's, travel and subsidiary expenses, hire fees and purchase of essential kit and equipment.
Priority 4 (Group 4)	Youth Community Groups	Use of Premises by community groups, working with children and young people. Adults involved with the organisation may be employed e.g. Coaches, however the organisation should not be run for private commercial gain.

Priority 5 (Group 5)	Voluntary/ Community Groups	Use of Premises by voluntary / community groups. All adults involved with the organisation should be employed in a voluntary capacity and not receive any payment/salary for their time/work (excluding registered charities) Any income from subscriptions/ admissions collected should only be to cover the running costs of the organisation such as insurance, CRB's, travel and subsidiary expenses, hire fees and purchase of essential kit and equipment.
Priority 6 (Group 6)	Commercial Groups	Use of premises by registered businesses and / or private users

6. Scale of Charges

For the purposes of charging, the school will determine to which group any individual or organisation belongs. 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. The governing body have reserved the right to make a full and final determination of the appropriate group for an organisation in the event that this is in dispute between the hirer and Benton Park School. Charging will be calculated including time required by the user to set up and take down equipment and/ or activities. Where users request any additional staffing, set up, equipment hire or cleaning, costs will be calculated proportionately taking into account staffing time and/or cost, costs of consumable goods/resources and wear and tear costs for school equipment.

No member of staff other than the Headteacher is allowed to vary or to deviate from the published charging policy. The school is constrained by law to apply value added tax to all transactions where this is appropriate.

Group 1 lettings will have no charge, other than additional resources requested e.g. Catering.

Group 2 lettings will be charged at cost plus any additional resources requested e.g. Catering.

For all other groups, rates have been determined in line with the priorities as outlined in section 3.

The scale of basic charges relating to the stated categories of users is detailed in the table below. Lettings for unsociable hours or Sunday's will incur a 50% surcharge.

Schedule of Charges from 1st January 2021

Facility	Group 6	Group 5	Group 4	Group 3
School Hall (not including use of the stage)	£39 / Hr	£30 / hr	£27 / hr	£27 / hr
School Hall (including use of the stage)	£49 / hr	£44 / hr	£37 / hr	£37 / hr
Gym / Drama Studio	£35 / hr	£30 / hr	£28 / hr	£28 / hr
Sports Hall	£49 / hr	£40 / hr	£30 / hr	£30 / hr
Classroom / Meeting room – first room	£25 / hr	£20 / hr	£15 / hr	£15 / hr
Each subsequent classroom / meeting room	£15 / hr	£12 / hr	£10 / hr	£10 / hr
Playing field per Match (2 hours)	£65	£40	£30	£30

Playing Field Seasonal Hire (12 Matches)	£660	£440	£348	£348
Playing Field Seasonal Hire (12wks) (Training) /hr	£330	£220	£174	£174
Changing Facility per Match (2 hrs)	£50	£35	£28	£28
Changing Facility Seasonal (12 Matches)	£552	£432	£324	£324
Tennis / Netball Court	£35 / hr	£39 / hr	£20 / hr	£20 / hr

Note: Where VAT is applicable, VAT is in addition to the charges shown above.

Discounts for priority groups form part of the scale of charges and any further discretionary discounts must be authorised by the Headteacher.

7. Conditions of Hire

The Governors endorse the City Council's Hire of School Premises Conditions and Guidance and agree to follow the terms and conditions laid out in the document. No member of staff is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations. The school reserve the right to impose additional hire conditions where necessary and will inform Leeds City Council Lettings Unit in writing where these apply, who will ensure any additional conditions are detailed on the hire agreement. The school have instructed the Leeds City Council Lettings Unit to make the following additions to Hire Agreements:

1. All users agree to act in a manner which upholds the Safeguarding and Child Protection Policy of the school and should also support the safeguarding of other hirers. This includes taking prompt and effective action to deal with any request from the school relating to safeguarding regarding their use of the school or the actions of adults and/or children attending the school in connection with a letting. Failure to comply with safeguarding requests would be a breach of the lettings agreement.
2. All groups hiring the school premises providing activities for children and/or young people, must have appropriate arrangements in place in line with Keeping Children Safe in Education to safeguard and protect children and/or young people. This includes providing confirmation that appropriate safeguarding checks have been carried out for any staff or volunteers undertaking regulated activity on school site and providing a copy of their current safeguarding/child protection policy and documents relating to safeguarding procedures on request.
3. The vision of the Leeds Safeguarding Partnership is that all the citizens of Leeds, irrespective of age, race, gender, culture, religion, disability or sexual orientation can live free from abuse or the fear of abuse. Therefore, contractors using Leeds City Council buildings have a duty of care to follow Leeds Safeguarding Partnership procedures if there are concerned that any adult using their provisions is vulnerable and needs or may need health and social care support, or there are concerns that they are being abused or at risk of abuse from another person. Further information on these procedures can be obtained from <http://www.leedssafeguardingadults.org.uk>. Failure to follow these procedures would be a breach of the lettings agreement.
4. Benton Park School reserves the right to move the hirer to a suitable alternative location/s within the school buildings in the event that the specific areas hired are temporarily unavailable due to H&S, educational or other unforeseen circumstances, as an alternative to cancelling the letting.

8. Administration of Lettings

The Governing Body of the school recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated the authority to Leeds City Council Lettings Unit to receive

applications on their behalf, who will then consult with the appointed person from school to accept /decline applications for hire of the premises.

All hiring of the schools premises, including those for which no charge is made, shall be properly documented. All external hirers **must** complete a letting via the Leeds City Council Lettings Unit before hire of the premises commences. All external hirers having completed a letting receive a copy of the conditions of hire and will hold a legal hire agreement. The hire agreement is a contract which the governors may enforce at law.

9. Security

The Governors are mindful of their responsibility to protect the City Council's assets.

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 to make variations where in his/her judgement continuous caretaking presence is not required. Any user authorised by the Headteacher to hold key to access the site must sign a Key Holder Agreement. Any user authorised by the Headteacher to leave resources or equipment on site must sign a written agreement pertaining to the storage.

10. Safeguarding

The Governors are mindful of their responsibility under Keeping Children Safe in Education 2020 to safeguard young persons and vulnerable adults using school premises.

With regard to safeguarding, Governors agree to procedures included in the conditions of hire document and have instructed the Leeds City Council Lettings Unit to make the additions to the hire agreement detailed in section 7.

11. Review of Policy

The Governors will review the policy annually including the scale of hire charges for the forthcoming year will also be reviewed and updated