



Fairway  
Primary  
School

## Lettings Policy

Member of staff responsible:	Alison White
Date policy written:	March 2022
To be reviewed:	EVERY THREE YEARS
Date approved/reviewed by Governing Body:	

## LETTINGS

The letting of the school premises and grounds by community and commercial enterprises is fully welcomed on the understanding that use for school functions and events will always take priority over any lettings. Adequate notification (ideally no less than 2 weeks) of forthcoming school events will be provided by the School Business Manager/School Office to enable users to make alternative arrangements where necessary.

The Governing Body of Fairway Primary School sets charges for lettings, guided by the following principles:

1. Lettings to the PTA will be free of charge.
2. Lettings to organisations providing approved extra-curricular activities/clubs to pupils will be charged at the lower of £1 per pupil attending the club or the hourly commercial letting rate.
3. Lettings to bona fide community groups, members and individuals will be charged at the community rate (see Lettings Charges).
4. Lettings to education groups will be charged at the community rate (see Lettings Charges).
5. Lettings to all commercial companies, businesses and organisations will be charged at the commercial rate (see Lettings Charges).
6. The school premises and grounds will not be let to individuals or organisations if there is reason to believe that damage to property may occur or that the name of the school may be brought into disrepute.
7. The school premises will not be let for functions where a Public Entertainment Licence is required with the exception of events held on behalf of the PTA or those with the direct approval of the Headteacher and/or Governing Body.
8. Hirers must provide evidence to the school of any relevant licences required in advance. Failure to provide this evidence will mean that the letting/booking will be cancelled.
9. Hirers are expected to obtain a copy of and comply with all relevant Stockport Borough Council and school policies.

## INCOME

Profits raised through lettings belong to the school. Costs to the school of lettings will be met from this income. This will be administered as part of the school's financial management system by the School Business Manager and office staff.

One off lettings will be invoiced when the booking is confirmed and should be paid prior to the date of the booking. Regular lettings will be invoiced monthly and should be paid in advance at the beginning of the month, unless other arrangements are made in advance with the School Business Manager, or Headteacher.

**AT NO TIME WILL THE SCHOOL USE THEIR DELEGATED BUDGET TO SUBSIDISE NON-SCHOOL ACTIVITIES.**

## CONTRACTS

A Lettings Contract Agreement must be completed for all lettings. ***Failure to comply with the Lettings Contract Agreement, this Lettings Policy and any other relevant school policies may result in an immediate termination of contract.***

All commercial users of the premises, must provide a valid risk assessment for the activity together with copies of any relevant insurance documentation and licences before any lettings activity can commence, on the annual anniversary of the date the letting commenced and as and when requested by the school.

All community users must obtain a copy of the relevant risk assessment from the school office prior to the date of the letting and comply with the relevant recommendations.

It is the responsibility of all hirers to ensure the venue is fit for purpose and that all school property is left in the condition it was found. The hirer is responsible for rectifying any damage caused to the accommodation and property during the letting period.

Decisions whether to approve lettings rest with the Governing Body. The Governing Body delegates approval of lettings to the Resources Committee who in turn delegate initial approval responsibility and the day-to-day management of lettings to the School Business Manager/ Headteacher.

If the School Business Manager/ Headteacher believes a letting should not be permitted for any reason, they will report the reasons to the Resources Committee who will make a final approval decision.

## **KEY HOLDERS**

Once a Lettings Contract Agreement is signed and approved the Site Manager, or School Business Manager, will communicate and demonstrate the procedures for unlocking, locking and fully securing the site and provide hirers, where appropriate, with their own set of keys.

Regular hirers may be issued with their own set of keys.

One-off/occasional hirers must collect a set of keys before 5pm on the school working day immediately prior to the hire from the Site Manager/School Office.

Keys must then be returned on the school day immediately following the hire.

Keys must not be copied by the hirer under any circumstances, nor must they be handed to another person without express written consent of the Headteacher/Governing Body.

Hirers/key holders must ensure they comply with the school's Lone Working Policy. It is also their responsibility to ensure that the intruder alarm is always set and that the building and grounds are fully secure before leaving the site. Hirers are expected to inform the Site Manager and/or Headteacher if there is a problem with the keys or any issue relating to the security of the premises.

## **HEALTH & SAFETY**

All persons hiring the school premises and grounds are expected to conform to all the school's Health & Safety regulations (including maximum numbers for the relevant halls/rooms) and it is their responsibility to familiarise themselves with all the school's relevant policies. All hirers must comply with the Equality Act (2010). Failure to comply with Health & Safety regulations and policies and/or the Equality Act 2010 will result in an immediate termination of contract without exception.

## **INSURANCE**

All hirers must carry sufficient Public Liability insurance to satisfy Warrington Borough Council requirements and must provide evidence of their current insurance certificate with their Lettings Contract Agreement as detailed above.



# Fairway Primary School

## LETTINGS CHARGES (Effective from March 2022)

	Monday to Friday	Monday to Friday	Saturday and Sunday
Venue	Community Price per hour	Commercial Price per hour	Price per hour
Hall	£20	£25	£25
Classroom	£15	£18	£18
Outside (Field/Playground)	£15	£18	£18

## WEEKEND PARTY BOOKINGS

<ul style="list-style-type: none"><li>School is available for party bookings every weekend and is charged per morning (9:00am-12:00pm) or afternoon (1:00pm-4:00pm) session.</li><li>Each session includes the use of a hall and field.</li></ul>	<b>Cost per session £60.00</b>
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## N.B.

The charges above can be reviewed during the school year and are subject to change with the agreement of the Headteacher and the Governing Body



# Fairway Primary School

## LETTINGS CONTRACT AGREEMENT

I hereby apply for use of the premises and grounds as specified below:

NAME			
COMPANY/BUSINESS/ ORGANISATION			
ADDRESS			
CONTACT NUMBER			
EMAIL			
DATE(S) OF HIRE			
TIME OF HIRE			
VENUE REQUIRED			
NATURE/ DETAILS OF HIRE Please provide full details of the purpose of hire, including the age range of participants.			
PLEASE TICK			
I have read the school's Letting Policy and agree to abide by all the terms and conditions set out within it and within any other relevant school policies.			
I agree to pay the full cost of the hire within the due date of any invoice.			
I confirm I have Public Liability Insurance and enclose a copy of our certificate.			
I confirm I have completed a risk assessment for the activity and enclose a copy.			
I confirm I have obtained a copy of the relevant school risk assessment and made myself aware of the potential risks and how to address them.			
SIGNED (HIRER)	DATE		
CONFIRMED & AGREED (SIGNED HEADTEACHER/SBM)	DATE		

### Official use only

AGREED CHARGES			
ENTERED ONTO SCHOOL CALENDAR	DATE		BY
REGULAR HIRER	Y/N	LOGGED AS KEY HOLDER	Y/N
KEYS ISSUED	Y/N	KEYS SIGNED FOR	Y/N
KEYS RETURNED	Y/N	KEYS SIGNED BACK IN	Y/N



# Fairway Primary School

## TERMS AND CONDITIONS:

- School use of the facilities will always take precedence over a hire by an external party.
- Minimum booking time 2 hours.
- VAT is not applicable to lettings.
- Regular hirers will be invoiced monthly in advance unless otherwise agreed by the School Business Manager. If an alternative payment plan is agreed with a regular hirer and, at any time, that regular hirer is in arrears, the school reserves the right to revert to monthly billing.
- Invoices must be paid within 7 days. If invoices are not paid on or before the due date then interest will be charged at 4% above the base rate of Lloyds Bank PLC. Interest shall accrue on a daily basis for the period beginning on the due date up to and including the date of payment. **Persistent late payment will result in termination of contract.**
- Occasional/one-off lettings and hire must be booked and paid for at least 7 days in advance of the booking. Bookings will be cancelled if payment is not received in advance.
- Charges will be reviewed at least annually and any new agreed rates will be applicable from the 1<sup>st</sup> April each year.
- Cancellations made within 24 hours of the hire date/time will incur a cancellation charge levied at the full rate charged for the booking. Cancellations made between 2 and 7 days before the hire will incur a cancellation charge levied at half the rate charged for the booking. Cancellations made 8 days or more before the hire date/time will incur no cancellation charge. In the event that unscheduled school use forces a hirer to cancel, no charge will be levied. **Regular hirers must provide 3 months' notice, in writing, to the school to terminate their lettings agreement.**
- All lettings, whether community or commercial, must have a valid risk assessment completed for the activity. Commercial hirers must provide the school with a copy of this risk assessment and any other relevant insurance documentation and licences.
- Consumption of alcohol is not permitted, unless this agreed with the Headteacher and all relevant licences are obtained.
- Damage to the building or contents is the responsibility of the hirer and hirers will be invoiced accordingly.
- The hirer shall indemnify the school and the Governing Body against all liabilities, expenses, costs, claims, damages and losses suffered or incurred by the school and/or the Governing Body arising out of or in connection with any breach of the terms of this letting agreement, or any act or omission of the hirer or any other person on the school premises and/or grounds with the actual or implied authority of any of them.
- It is the responsibility of the hirer to familiarise themselves with all of the school's relevant policies and procedures in advance and to adhere to these at all times.
- Hirers must sign for keys, understand fully the procedures for securing the school site and accept full responsibility for the site as registered key holders. Keys must not be copied under any circumstances, nor provided to another without the express written consent of the Headteacher/Governing Body.
- Hirers are expected to inform the Site Manager and/or Headteacher immediately if there is a problem with the collection/drop-off of keys or any other issue relating to the security of the premises.
- Hirers must not use the premises and grounds for any other purpose or at any other time than those specified in the Lettings Contract Agreement.
- Hirers must not store or leave their own equipment on school premises unless agreed by the Headteacher or School Business Manager.
- Hirers must not use the premises and grounds in such a way as to bring the school's name into disrepute, cause nuisance, damage or inconvenience to the school, or to the owners, occupiers or users of any neighbouring property.
- Where children are involved in the use of the premises and grounds, they must, at all times, be properly supervised to the standard specified by Ofsted and the school.
- Furniture, equipment and other goods must not be brought onto the premises and grounds without the prior consent of the Headteacher or School Business Manager nor must any school equipment or property be used without prior consent.
- Signs, banners and notices must not be displayed without the prior consent of the Headteacher or School Business Manager.
- The premises and grounds must be left in a clean and tidy condition at the end of each period of use.
- No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The hirer is responsible for all the payment of any appropriate fee. The hirer shall indemnify the school and the Governing Body against any infringement of copyright which may occur during the hiring.



# Fairway Primary School

## TEMPORARY KEY HOLDER AGREEMENT

This record certifies that I

(NAME)

have been approved to be a temporary key holder for the following purpose

The types and number of keys held by me are listed on the Key Holder List which is kept by the School Business Manager and monitored regularly by the Headteacher.

I understand the responsibilities of my role as a temporary key holder and hereby agree to the following statements:

- Keys that have been issued to me will be kept in my possession at all times and not shared with any other person.
- I will restrict the use of the building to the areas that have been made available to me. I understand that accessing areas that do not fall into this category are strictly forbidden.
- I will ensure when I take keys away from the premises that they are kept safe and that no other person (e.g. family member, friend, acquaintance) has access to them.
- I understand that it is my responsibility to inform the Site Manager and/or School Business Manager immediately should any theft, loss, damage or misuse occur with regard to the keys.
- I understand that I must return ALL keys in my possession to the School Business Manager or Site Manager immediately following the purpose for which they were issued.

**Under NO circumstances should a copy of school keys be made by key holders.**

SIGNED

PRINT NAME

DATE

DATE KEYS  
RETURNED

## **APPENDIX A**

### **THE NOLAN COMMITTEE – THE SEVEN PRINCIPLES OF PUBLIC LIFE**

#### **SELFLESSNESS**

Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

#### **INTEGRITY**

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

#### **OBJECTIVITY**

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

#### **ACCOUNTABILITY**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

#### **OPENNESS**

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

#### **HONESTY**

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

#### **LEADERSHIP**

Holders of public office should promote and support these principles by leadership and example.

*These principles apply to all aspects of public life. The Committee has set them out here for the benefit of all who serve the public in any way.*





## **APPENDIX B**

### **POSSIBLE TYPES OF FRAUD, THEFT, BRIBERY AND CORRUPTION**

The list below gives examples of unacceptable activities, but it is not exhaustive:

- theft of cash (e.g. retaining cash collected for school dinners, trips, uniform, etc. for personal use)
- theft or misuse of school assets and resources (e.g. taking stationery or other school resources, taking away school assets for personal use, personal use of postal facilities)
- submitting false claims (e.g. for travel which did not take place, for un-worked additional hours and overtime.)
- unauthorised purchases of equipment for personal use
- improper use of petty cash for personal purposes
- failing to charge appropriately for goods or services (e.g. not charging for private lettings of school rooms / sports facilities)
- making payments or providing improper gifts or hospitality to a third party in exchange for something that benefits the school, or that unduly influences an action that would affect the school
- processing false invoices for goods or services not received and pocketing the proceeds
- making false entries on the payroll (e.g. inventing a fictitious employee and arranging to be paid an additional salary)
- working elsewhere whilst claiming to be sick
- claiming for payment of inappropriate bonuses
- misusing school financial systems to run a personal business
- improper recruitment (e.g. employing a family member or individual known personally to a member of staff without following appropriate recruitment and selection procedures)
- buying from a supplier or contractor known personally to a member of staff without following the required procurement procedures or declaring a business interest
- accepting payments, gifts or hospitality from anyone; who is, or may be in the foreseeable future tendering or quoting for any contract or works with the school, seeking employment with the school or seeking to influence the admissions process
- separating purchases to avoid tendering / quotation thresholds; and
- suppliers or contractors failing to deliver the agreed goods or services but still being paid in full.

#### **Warning Signs – Possible Indicators of Fraudulent Activity**

All School staff have a duty to act properly at all times in the course of their duties. Listed below are a few pointers as to the sorts of things that might give cause for concern and possibly indicate fraudulent activity. It is important to note that any one of these on its own may be perfectly innocent and a function of carrying out normal duties, however a combination of the factors may give cause for concern:

- changes in behaviour (e.g. staff appear under stress without excessive workload, defensiveness, argumentativeness, unusual belligerence, inability to relax)
- lifestyle changes (e.g. exotic holidays, new cars, home improvements, expensive jewellery) – those committing fraud rarely save the proceeds
- ready supply of excuses for errors
- refusal to take holidays
- first to arrive and last to leave
- does not allow anyone else to undertake their work
- refuses promotion
- suppliers will only deal with one person
- new staff leaving quickly.