

## **EXWICK HEIGHTS PRIMARY SCHOOL LETTINGS POLICY STATEMENT**

### **Adoption**

The school governors at their meeting on 14<sup>th</sup> January 2009 initially adopted the lettings policy and the scale of charges set out below: -

#### **Policy Objectives**

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

- (i) that school premises represent a significant capital investment and should be fully utilised;
- (ii) are a valuable community resource;
- (iii) educational usage, education premises constitute a natural priority;
- (iv) 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.

### **Priority Usage**

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

- (i) statutory users;
- (ii) designated users;
- (iii) private users.

### **Applications for Designated Status**

The governing body have delegated their power to determine designated status to the Headteacher who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be reported to the governing body. The Headteacher will arrange for a list of approved organisations to be maintained and reported back to the Resources committee. This does not preclude the Headteacher from referring sensitive applications to the full governing body at her discretion.

#### **Definitions of user groups**

Statutory Users: - e.g. official meetings of Parish or Parochial Church Councils, elections  
Designated Users: - e.g. school's own activities, Community Education programmes, approved playgroups and play schemes, non-profit making sports clubs for school age children, other local groups which the governors consider fall into this category.

Private Users: - all other users who are not Statutory or Designated users

### **Conditions of Hire**

Please see Appendix 1 to this Policy Statement.

### **Administration of Lettings**

#### **General**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the following persons: the Headteacher and Business Support Officer.

## **Variations**

No member of staff is allowed to vary that in terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the governors published charging policy.

## **Lettings Documentation**

All formal hiring of the school's premises, including those for which no charge, is made shall be properly documented. All hirers **must** complete a lettings of hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

## **Scale of Charges**

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

- (i) that statutory users will be charged an amount commensurate with cost recovery;
- (ii) that designated users will be charged no more than cost;  
*it is permissible to charge designated users at less than cost provided that the subsidy is generated from other lettings at cost plus income}*
- (iii) that private users will be charged on a cost plus an income margin for the school;
- (iv) that there will be parity of treatment for similar users;
- (v) that overall the cost of letting school facilities will be recovered from users.

For the purpose of charging the Headteacher is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

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

## **Minimum charges and deposits**

The minimum hire period will be two (2) hours.

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 their incurring additional cost for cleaning, caretaking or other expenses.

## **Cancellations**

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Appendix 2.

## **Payment methods**

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore, payment at the time of booking is the norm. BACS and Cheques are both acceptable.

## **Extension of Credit**

The governors will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the 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 Trust 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 who is to maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

**Security**

The governors will not normally insist upon continuous caretaking presence. However, they reserve the right and 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.

**Review of Policy**

The governors will review the policy each year in the month of **March** and the scale of hire charges for the forthcoming year will also be reviewed and updated. *{The primary element in any lettings fee is the caretaking charge and therefore governors may feel it appropriate to review the charge on a financial year basis since the caretaking contract runs to similar dates.}*

Signed  **Chair of Governors**

Signed  **Headteacher**

**Dated October 2022**