

**Lettings Policy**

Date of Adoption: January 2014

Date of Review: January 2025

Date of Next Review: January 2026

 **LETTINGS POLICY**

This policy takes into account the Equality Act (2010) which highlights actions and behaviours which are unlawful such as: direct / indirect discrimination, failing to make reasonable adjustments for disabled pupils or staff, harassment related to a protected characteristic, victimisation.

**Introduction**

The Governing Body of Manchester Secondary PRU regards the buildings and grounds 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 PRU in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge should be levied to meet the additional costs incurred by the PRU in respect of any lettings of the premises to ensure that the PRU budget share does not subsidise the cost of a letting.

**Definition of a Letting**

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.* A lettingmust not interfere with the primary activity of the PRU, which is to provide the best education for all its pupils.

**Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.**

**Administrative Process**

Organisations seeking to hire the PRU premises should approach the Headteacher *(or other designated member of staff)*, who will identify their requirements and clarify the facilities available. A **Letting Request Form** (a pro forma is attached to this document) should be completed at this stage. The Management Committee has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the **Hire Agreement.** The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

**TERMS AND CONDITIONS**

**FOR THE HIRE OF PRU PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally

responsible for payment of all fees or other sums due in respect of the letting.

**Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the PRU to them or of creating any tenancy between the PRU and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS previously known as CRB). If a particular letting involves contact with young people under 18 years of age, all personnel involved must undergo an enhanced DBS check, in accordance with KCSIE and Manchester City Councils Policy. These checks must be made by prior to first hire with details of certificate numbers and a letter of assurance provided to the school by the hirer that all necessary checks have been checks have been carried out.

Any adults working with the young people, including the schools pupils (for example, at an after school sports club) must be appropriately qualified.

**Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

**Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. Where the Hirer is working with young people they will be responsible for the effective staffing of the provision: Maximum of 15 Young people per Youth Worker and a minimum of 2 Youth Workers on site.

**Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

**Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

**Damage, Loss or Injury**

The Hirer warrants to the Management Committee that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £25 million***.*** The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the PRU, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

**Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

**School Equipment**

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

**Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for electrical equipment***.*** Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

**Car Parking Facilities**

Subject to availability, the Hirer, and other adults involved in the letting, may use the car park.

**Toilet Facilities**

Access to the school’s toilet facilities is included as part of the hire arrangements.

**First Aid Facilities**

***There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school’s resources is not available.***

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of PRU’s fire evacuation procedures will be issued to hirers.

**Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations.

**Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

**Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted (this includes vaping).

**Copyright or Performing Rights**

*The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority and or the PRU, the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.*

**Sub-letting**

*The Hirer shall not sub-let the premises to another person.*

**Charges**

Hire charges are reviewed annually and the current charge (excluding VAT) is set out in the table below.

**Lettings Request Form Addition of Value Added Tax**

The VAT treatment of general and sports lettings is discussed in Section 8 of these Regulations – in some circumstances, the Let will be a standard rated supply, and in others it will be an exempt supply. For details of the VAT status of various letting scenarios, refer to Section 8. Because of wider VAT considerations within the Authority, the Governing Body should minimise the number of lettings that are definable under the rules as ‘exempt’ supplies.

If the supply is standard rated, VAT at the current rate should be added to the published hire charge.

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions that may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

**Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance.

**Security**

The Management Committee, dependent on the type of hire, will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school. For long term bookings the Governing Body will consider allowing the named person on the hirer form to become a Key Holder.

**Cleaning**

It is the responsibility of the Hirer to be fully responsible for the cleaning of the building after use and recycle rubbish in accordance with Council standards (paper, glass, plastics, food and general waste). Failure to do so will result in an extra charge.

**Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

**Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.

If this condition is not adhered to, an additional cost may be charged.

**Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

**Promotional Literature/Newsletters**

The Headteacher must sanction a draft copy of any information to be distributed to participants or through the PRU, a week prior to distribution by the Hirer.

**Charges**

|  |  |  |
| --- | --- | --- |
| **Learning Centre** | **Area** | **Charge** |
| Mersey Valley | Sports Hall | £35 per hour plus VAT |
|  | Meeting Room/Classrooms | £35 per hour plus VAT |
|  | Outside MUGA area | £35 per hour plus VAT |
| Richmond Park | Sports Hall | £35 per hour plus VAT |
|  | Meeting rooms/Classrooms | £35 per hour plus VAT |
| Procter |  | £35 per hour plus VAT |
| Clayton |  | £35 per hour plus VAT |
| Newton Heath |  | £35 per hour plus VAT |
| Over running | All | £17 per hour plus VAT |
| Cleaning | All | £18 per hour plus VAT |

**Appendix 1 –Lettings Form**

LETTINGS CONTRACT AGREEMENT

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

|  |  |
| --- | --- |
| **NAME** |  |
| **COMPANY/BUSINESS/****ORGANISATION** |  |
| **ADDRESS** |  |
| **TELEPHONE** | Home: | Mobile: |
| **EMAIL** |  |
| **DATE(S) OF HIRE** |  |
| **TIME OF HIRE** | From: | To: |
| **VENUE REQUIRED**  |  |
| **NATURE/DETAILS OF HIRE** Please provide full details of the purpose of the hire, including the age range of participants: |  |
|  |  |
|  | 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 and Agreed By(Headteacher or SBM): | Date: |
| Office Use: |  |  |  |
| 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 |  |

**Conditions of Use**

1. An application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Headteacher (or other designated person).
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place. The Hirers must give a minimum of 14 days notice of any cancellation. Any changes to the letting are at the sole discretion of the PRU and a formal written request must be made 14 days before the Letting.
3. The PRU reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover. The Hirer will also indemnify the Governing Body and the Local Authority against any claims prosecutions actions costs and demands arising from the letting.
5. **Single Lettings**: Payment for single lettings must be made to the school before the commencement of the letting.
6. **Multiple Lettings:** All accounts are payable within **30** days from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period. Keep records of service users names, addresses (including post codes) and attendance.
7. If a letting over-runs the time booked, an additional charge will be made.
8. The PRU reserves the right to amend the charges giving **28** days notice.
9. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the Caretakerthat all group members have been evacuated safely. And report any accidents or incidents to the PRU (address below)
10. Once completed the PRU Letting Request Form should be returned to **Manchester Secondary PRU, Mersey Valley, Barlow Hall Road, Chorlton, M21 7JJ**.
11. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.
12. All hirers will be required to complete MSPRU’s Lettings Safeguarding Form, which will be issued following receipt of a booking request.

**Appendix 2**

Partner organisation responsibilities

* Be fully responsible for the provision, ensuring the health and safety and safeguarding of the young people.
* Be fully responsible for the staffing of the provision, ensuring appropriate staff to young person ratios at all times. There will be a minimum of 3 Youth Workers on site at all times.
* Be fully responsible for the risk assessment of provision
* Be fully responsible for managing the behaviour of the young people in attendance
* Provide PRU with numbers of young people in attendance and postcodes if requested.
* Ensure provision is open access
* Proactively engage young people from the community
* Stop provision at any time on request from the PRU
* Fully resource the provision
* Not use any of the PRU’s resources without prior permission from the PRU
* Be fully responsible for cleaning of the building after use.
* Will actively promote partnership working with communities and young people.
* Not allow access to the building to any other person organisation without prior agreement.
* Not handover keys to any other person/organisation
* Will return keys immediately upon request of the PRU.
* Be responsible for the security of the building while using it and on exiting.
* Ensure that the centre is left in a suitable condition to deliver core PRU Provision effectively each week.
* Provide DBS (previously CRBs) for all staff and volunteers.
* Have own public liability insurance to cover their provision.

**Appendix 3**

**List of DBS details for staff and volunteers of the partnering Organisation in relation to this letting**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **DBS No** | **Date of DBS** | **Confirm whether there are any disclosures \*** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |
|  |  |  | **YES / NO** |

\*Please do not provide details of disclosures on this form. However, the Headteacher may wish to discuss people with a disclosure in order to be satisfied that Safeguarding Standards are met.