



# Compass Learning Centre

## Lettings Policy 2022-23

<b>Statutory Policy:</b> NO	<b>Governor Action:</b> YES			
<b>Governors' Committee Responsible:</b>	Personnel, Finance & Resources			
<b>Link Governor:</b>	Chair of Committee			
<b>Link SLT:</b>	School Business Leader			
<b>Person Responsible:</b>	School Business Leader			
<b>Date Reviewed:</b>	September 2022			
<b>Next Review Date:</b>	September 2023			
<b>Key Link Policies / Documents:</b>  <i>This list is not exhaustive and further policies / documents may also need to be consulted in addition to these dependent on circumstances</i>	Charging Policy Health and safety policy Equal opportunities policy			
<b>Policy Suite:</b>				
HR	Curriculum	Student Behaviour & Welfare	Finance	Premises & Health & Safety
			✓	

*Our aim is to help all our learners unlock their potential in life and work*

**Signed:** *Alison Glazier* **Headteacher** **Date:** 20/09/2022

**Signed:** *CMR* **Link Governor** **Date:** 29/09/2022

## Equality Impact Assessment – initial screening record

<ul style="list-style-type: none"> <li>What area of work is being considered?</li> <li>Upon whom will this impact?</li> </ul>	Lettings Policy																																				
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<ul style="list-style-type: none"> <li>How would the work impact upon groups, are they included and considered?</li> </ul> <table border="1"> <thead> <tr> <th>The Equality Strands</th> <th>Negative Impact</th> <th>Positive Impact</th> <th>No impact</th> </tr> </thead> <tbody> <tr><td>Minority ethnic groups</td><td></td><td>√</td><td></td></tr> <tr><td>Gender</td><td></td><td>√</td><td></td></tr> <tr><td>Disability</td><td></td><td>√</td><td></td></tr> <tr><td>Religion, Faith or Belief</td><td></td><td>√</td><td></td></tr> <tr><td>Sexual Orientation</td><td></td><td>√</td><td></td></tr> <tr><td>Transgender</td><td></td><td>√</td><td></td></tr> <tr><td>Age</td><td></td><td>√</td><td></td></tr> <tr><td>Rurality</td><td></td><td>√</td><td></td></tr> </tbody> </table>	The Equality Strands	Negative Impact	Positive Impact	No impact	Minority ethnic groups		√		Gender		√		Disability		√		Religion, Faith or Belief		√		Sexual Orientation		√		Transgender		√		Age		√		Rurality		√		
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<ul style="list-style-type: none"> <li>Does the initial screening highlight potential issues that may be illegal? <b>No</b></li> </ul> <div style="border: 1px solid black; padding: 5px; min-height: 40px;"> <p>Further comments:-</p> </div>																																					
Do you consider that a full Equality Impact Assessment is required? <b>No</b>																																					
Initial screening carried out by School Support Manager 6.2.2019																																					
Comment by Headteacher:  <i>Alison Glazier</i> <i>23 September 2021</i>																																					

# Compass Learning Centre

## LETTINGS POLICY

The letting of the school premises by the community is welcomed, subject to the following conditions:

- Use of the premises for school functions will take priority over lettings
- The Governing Body will set charges for lettings guided by these principles
- Lettings to the school Friends Association will be free of charge.
- Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration.
- Where a letting is subsidised by the Youth Community Service that Service will determine the proportion of the letting charge to be paid direct by the Hirer.
- Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
- Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body
- Lettings to organisations offering activities to children and young people under the age of 18, the organisation must be able to evidence all of the conditions in section 2 (Safeguarding) on the ' conditions for hire of educational establishments' form. See appendix 1
- Lettings adhere to any Government guidance relating to pandemic, other notifiable diseases or security.

### Use of Playing fields and School Grounds

- The MUGA (Multi Use Games Area) must be left in a fit state after any letting. Should any damage occur, the school can make arrangements to recover the costs of making good from the hirer.
- Additional damage and/or costs may occur when lettings involve camping/caravans, heavy vehicles/equipment, horses However, this type of use is to be discouraged as it is most likely to cause damage to playing field and detrimental to the school's ability to provide the PE curriculum.)

### VAT on lettings

- Letting land, premises or a room is generally exempt from VAT. This includes the provision of minor equipment such as tea/coffee making facilities or a TV/video. This does not include sports equipment or facilities, although the letting of a sports hall for a meeting or other non-sports purpose is still exempt.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- The exempt charge is not affected by the use the hirer makes of the room, even if the hirer is charging an admission fee (it will be the responsibility of the hirer to add VAT to their admission charge if they are eligible to do so). However, if the school holds an event and charges an admission fee, those fees will be taxable.
- If hiring sports pitches, equipment or facilities for a single session, VAT will apply. However, if the letting is to a school, club or body with a written constitution, the letting can be VAT exempt if all the following conditions are met

- A series of 10 or more sessions are booked
  - The interval between each session is at least one day and no more than 14 days
  - Each session is for the same activity
  - The group has exclusive rights during those sessions
- Charges for parking, caravan or tent pitches are always subject to VAT.

### **Bookings and payments**

- Applications for the use of the premises should be made to the Headteacher, on a booking form available from the school office
- Full Payment should be made before commencement of all one off lettings. For regular weekly/monthly lettings payment should be made monthly to the Compass Admin Office by BACS payment.

### **Indemnity and Insurance**

1. The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the School insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).
2. Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the User and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. Employer's liability cover must be maintained for an amount not less than required under statute.
3. The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.

### **PROTECTION OF PREMISES AND MOVABLE PROPERTY**

1. (i) Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the School shall make it good and the Hirer shall pay the cost of such reparation.
- (ii) The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.

### **PUBLIC SAFETY**

2. (i) 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.
- (ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- (iii) All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

#### COPYRIGHT OR PERFORMING RIGHTS

- 3. (i) The school premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body's Premises committee.
- (ii) The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire

#### SUB-LETTING

- 4. The Hirer is not permitted to sub-let to another person.

#### INTOXICATING LIQUOR

- 5. No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

#### SMOKING

- 6. Smoking is not permitted on the school premises, including the school grounds.

#### DOGS

- 7. Dogs are not permitted on school premises (except assistance dogs or those used by emergency services personnel), including school grounds, at any time

## VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

- The Hirer acknowledges that charges may be increased in accordance with the rates from time to time agreed by the School or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days' notice either way is given.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- The school premises will not be let to individuals or organisations if there is reason to believe the name of the school will be brought into disrepute.
- Decisions whether to permit lettings of the school premises\grounds will be made by the Headteacher. If the Headteacher believes a letting should not be permitted he\she will report the reasons to the Premises committee.

**Lettings charges as from (1 April): session denotes a period of 3 hours**

### **Charges for Community Groups**

Hall and use of outside grounds	£ 25 per session
Hall & use of classrooms	£ 25 per session
Hall	£ 20 per session
Outside grounds (MUGA)	£20 per session
Hub Meeting rooms	£25 per session

### **Non Community Group Hirers**

Hall and use of outside grounds	£ 45 per session
Hall & use of classrooms	£ 45 per session
Hall	£ 40 per session
Outside grounds (MUGA)	£40 per session
Hub Meeting rooms	£45 per session

## **Appendix 1**

### **Conditions for the Hire of Educational Establishments**

The hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the Local Educational Authority or their lawfully appointed agent.

#### **Damage, Loss or Injury**

1. The Hirer shall effect Third Party (Public Liability) Insurance within a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

The Education Authority/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Educational Authority/School.

#### **Safeguarding**

2. For Lettings to Hirers who are providing activities to young people under the age of 18, the following evidence is required;

:

- the organisation must have in place appropriate child protection policies, procedures and codes of conduct that are compatible with those of the school and the Local Safeguarding Children Board?

- Failure to provide the evidence gives the school opportunity to terminate the contract with immediate effect if the organisation is failing to discharge its child protection responsibilities.

- staff in the organisation should be aware of the procedures to be followed if they think a child is being abused and know the number for making a referral to CHAD

- The organisation should have a copy of the DfES booklet "What to do if you're worried a child is being abused – Summary" and that this has been shared with all members of staff.

- The organisation must have an approved procedure in the event of a child protection allegation being made against a member of their staff.

- The organisation must provide written confirmation that they have in place robust practices which meet the safer recruitment guidance set out in 'Keeping Children Safe in Education 2022' which should include;

Confirmation that they, or another employment business acting on their behalf, has obtained an enhanced DBS disclosure on all staff or volunteers working with children.

Confirmation that the staff or volunteers have not had a break of 3 months or more from employment since their latest DBS disclosure was obtained

Confirmation that job interviews have been carried out for all staff and volunteers and that full application details exist

Confirmation that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people

Confirmation that individual identity and qualification checks have been satisfactorily completed

- The organisation must have in place appropriate arrangements for first aid or other emergencies?

- The organisation will be given the contact details for the business manager of Compass to liaise with if there should be a particular concern?

#### **Protection of Premises and Movable Property**

2. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to premises or property the Authority shall make it good and the Hirer shall pay the cost of such reparation.

### **Emergency Procedures**

In the event of a fire during the letting session, the hirer is responsible for ensuring all persons have evacuated the building by carrying out a sweep of the area of use, ensuring that the fire brigade have been notified and that the contact person from the school has been notified.

### **Public Safety**

3. (i) 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.

(ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

### **Copyright or Performing Rights**

4. The Hirer shall not, during the occupancy of premises, infringe any subsisting copyright or performing right, and shall indemnify the Dorset County Council against all sums of money which the County Council 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**

5. The Hirer shall not sub-let to another person.

### **Intoxicating Liquor**

6. No intoxicants shall be brought on to or consumed on the premises without the prior approval of the County Education Officer or Governing Body in the case of a school in LMS.

### **Smoking**

7. Smoking is not permitted on any hired premises.

### **Dancing**

8. Use of materials for preparing floors for dancing is prohibited.

### **Vacation of Premises**

9. The Hirer shall ensure that premises are vacated promptly at the end of the letting.

### **Variation of Scales of Charges and Cancellations**

10. The Hirer acknowledges that the charges may be increased in accordance with the rates from time to time agreed by the Authority or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given.