



# The Tiffin Girls' School

## LETTINGS POLICY

REVISED 2024

### Introduction

1. The overriding aim of the Governors is to support The Tiffin Girls' School in providing the best possible education for all of its students and any lettings to outside organisations will be considered with this in mind, whilst also balancing the requirements of the school's Community Use Agreement for the Sports Hall (which is an evergreen agreement). The Community Use Agreement for all of the other school facilities expired in June 2020.
2. This policy should be read in conjunction with the school's
  - Equality, Diversity and Inclusion Policy and Statement
  - First Aid Policy
  - Health and Safety Policy
  - Safeguarding Policy
3. The aim of letting the school's premises/facilities is to:
  - meet the conditions of the school's Community Use Agreement, ensuring they can be used, where appropriate, to support community or commercial organisations;
  - charge for the use of the premises to fully cover the costs of hire and, where appropriate, raise additional funds for the school;
  - not let any hiring out of the premises interfere with the school's primary purpose of providing education to its students, or that may have a detrimental impact on that primary purpose, or that may damage or undermine The Tiffin Girls' School values.
4. The school will operate a fair lettings policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability. Without prejudice to the school's duties under the Representation of the People Act 1983 and Equality Act 2010, the school will not let the school premises to organisations whose purpose may encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations. In deciding whether or not to let the premises, the school will also consider any effects on neighbouring premises that may arise as a result of accepting the booking.

### Definition of a letting

5. A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (e.g. local sports club), or a commercial organisation". The following activities are examples of those that fall within the educational activities of the school and therefore are not considered lettings. Any costs arising are a legitimate charge against the school's General Annual Grant. (GAG)
  - Governing Board and committee meetings
  - Extra- curricular activities for students organised by the school
  - School performances
  - Family learning e.g. parent talks or workshops
  - Parents' meetings
  - Parent Staff Association (PSA) meetings
  - Events organised by the school or school associations
  - Open evenings for prospective parents

The letting of 304 Richmond Road, a domestic property owned by the school, falls outside the scope of this policy.

### **Charges and rates**

6. The school sets its own scale of charges and rates annually and these are available to all hirers on request as indicated on our website [tiffingirls.schoolhire.co.uk](http://tiffingirls.schoolhire.co.uk). They are set by the Operations Director and Finance Director and those levels are reviewed by governors annually.
7. Eligible groups and charities can benefit from discounted rates for example; Charities registered with the Charity commission, Staff and alumnae.
8. In arriving at rates for lettings the governors have agreed the following principles:
  - 8.1 The school should not, except in exceptional circumstances and with the prior written permission of the Headteacher, subsidise the letting of its premises to third parties. Preferential rates reviewed annually by the FCC.
  - 8.2 That the overall cost of letting school facilities must be recovered from users. In determining the overall cost, the following should be considered:
    - Cost of staffing (caretaking/cleaning) including 'on-costs'
    - Cost of services (heat and light, cleaning materials)
    - Cost of administration
    - Cost of wear and tear
    - Cost of use of school equipment where applicable
    - Any other costs incurred by the school in relation to lettings
9. The school is registered for VAT and therefore VAT is chargeable on lettings at the prevailing rate unless the let is exempt. Generally, the lettings of rooms for non-sporting activities are exempt whereas sporting activities are subject to VAT unless they fulfil all of the following conditions:
  - The letting consists of 10 or more consecutive lets
  - The period between each let is at least one day and no more than 14 days
  - The lets are for the same activity and carried out at the same place
  - Payment is required for the whole series of lets and is evidenced by a written agreement
  - The user has exclusive use of the defined facilities that they have hired.

### **Cancellations**

10. Although the school will endeavour to give as much notice as possible, it reserves the right to cancel any agreed hiring at the school's discretion and without notice and without assigning any reason. A full refund at the school's discretion will be issued if the school does cancel a hire.
11. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.
12. The school reserves the right to terminate with immediate effect and with no refund if the hirer fails to comply with any terms and conditions.
13. The hirer of the premises can cancel any single bookings with a minimum of 7 days' notice. If less notice than this is given, the hirer may not be entitled to a refund. In the case of block bookings being cancelled, it will be at the discretion of the school to charge the hirer up to the full amount of the hire charge, together with any other losses whatsoever incurred by the school.

## Revenue review

14. The revenue raised from hiring out will be fed into the school's financial reporting and reviewed regularly by the Operations Director and Headteacher, to ensure best value is being achieved.

## Application process

15. Any group or individual wishing to hire the School's facilities for an event or a block booking arrangement must complete the lettings booking detailing contact details of the nominated co-ordinator(s) at [tiffingirls.schoolhire.co.uk](http://tiffingirls.schoolhire.co.uk) This is the only booking process recognised by the school.
16. The hirer should complete the booking on School Hire in advance and agree to our Terms & Conditions. Approval of the request will be determined by the school.
17. If the request is approved, the school will confirm the booking with the hirer. Details of the emergency evacuation procedures and other relevant health and safety documents can be found on School Hire. The hirer will also need to provide proof of both their public liability insurance and their safeguarding policy, unless it is a one-off booking and exception is agreed with the school. If the hirer does not have its own public liability insurance a charge is made under the school's insurance.
18. The school reserves the right to decline any applications at its absolute discretion, in particular where the organisation is not considered to uphold the values of the school, or reputational damage may occur.

## Terms and conditions of hire

19. The school has adopted a set of conditions under which the premises may be hired. These conditions form the Terms and Conditions to this Lettings Policy.
20. No member of school staff is allowed to vary the terms and conditions under which the school's premises are hired out without prior approval of the Operations Director.
21. A new agreement must be signed and the vetting process undertaken at each anniversary of long term lets.

## Safeguarding

22. The school is dedicated to ensuring the safeguarding of its students at all times. Where a letting involves contact with the schools' students, other young people<sup>1</sup> or vulnerable adults, the hirer must have an appropriate safeguarding policy in place and carry out appropriate Disclosure and Barring Service (DBS) checks. This is a condition of hire and the school will request evidence of the hirer's safeguarding policy before any letting agreements are issued.
23. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact [dsl@tiffingirls.org](mailto:dsl@tiffingirls.org) as soon reasonably practicable.
24. The hirer understands that if our school receives any allegation relating to a safeguarding incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

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<sup>1</sup> A young person is any person under the age of 18 or a vulnerable adult is someone aged 18 or over, who is or maybe in need of community services due to age, illness, or a mental or physical disability, who is or maybe unable to take care of himself against significant harm or protect himself against significant harm or exploitation.

25. If there is a possibility that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after-school clubs or extra-curricular activities), the school will ask for confirmation that the hirers have had the appropriate level of DBS check.
26. A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its students.

**Management and administration of Lettings**

27. The Operations Director is responsible for the management and administration of lettings. The Headteacher retains overall responsibility for the letting process.