



The Vyne
Community
School
Inspiring excellence

Community Lettings & Hire Charges Policy

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CONTENTS

1. Introductory Statement
2. General Aims and objectives
3. Definition of a letting
4. Lettings charges and policy
5. VAT
6. Management and Administration of lettings
7. The Administrative Process
 - 7.i Terms and Conditions of Hire
8. Public Liability and Accidental Damage Insurance
9. Incidents and Acceptable Behaviour
10. Complaints

1. Introductory Statement

The Governing Body regards the Vyne school buildings and grounds as a community asset and will make every effort to enable all facilities to be available for the delivery of extended services including community use. The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. Schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests and the school's educational needs will always take priority. Equally, enabling multi-purpose use of the school may encourage a sense of ownership and help prevent anti-social behaviour/vandalism on school grounds.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises must be covered where those activities are not directly aimed at raising pupil attainment and achievement.

2. General Aims and objectives

- To provide an innovative and sustainable community education programme, which meets the needs of the local community, the School's strategic direction and supports Basingstoke and Deane Borough Council's corporate priorities.
- To work effectively with community partners aiming to offer the full core of extended services to young people and their families.
- To maximise the use of all facilities by community groups and individuals, particularly young people, low income groups, people with disabilities and other groups by providing a balanced programme of community activities, whilst ensuring that educational use is prioritised.
- To ensure any surplus raised is used to maintain facilities and/or to support the activities of the school.
- To review the operation and development of the artificial 3G pitch, recognising the input and needs of all partners involved, with the aim of providing opportunities for local community and sports organisations to participate in

sport and physical activity. This is In accordance with the Football Foundation General Terms and Conditions of Grant (Clawback period to 27.9.2038) and Community Use Agreement dated 15 October 2018.

- Ensure that the users of the facilities feel safe and valued by everyone in the organisation.
- to ensure that Safeguarding and Child Protection, Health & Safety and Security are embedded in the Terms and Conditions of Hire.

3. Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation”.

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 pupils. Lease arrangements and Partnership Agreements are subject to separate policy guidance.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget. School events are booked well in advance of the academic year, with Thursdays being the allocated evening for school events.

A School has a statutory duty to provide a room free of charge for use as a polling station. Candidates for EU, parliamentary and local government elections have the right to use school premises for election meetings, during the statutory period between the announcement and the day of the election. County Councillors are entitled to use schools for surgeries or meetings connected to their role as councillors free of charge, however schools should not be used for party political meetings.

4. Lettings charges and policy

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “oncosts”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of insurance (if the school has arranged its own public liability insurance)
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body. This review will take place during the summer term, for implementation with effect from 1st September of that year. Current charges will be provided in

advance of any letting being agreed. A Charging Tariff for non-profit organisations will be levied to ensure that access is affordable for particular individuals and groups. Consideration will also be given to charges by other local providers.

Payment for hire is taken on approval of the booking or monthly in advance for block bookings. This reduces the potential for bad debts. Any debts are closely monitored and chased on a monthly basis.

All Income and expenditure associated with lettings is clearly identifiable (using the Y code) and will be regularly monitored and reported to the Governing Body to ensure that lettings do not compromise the financial position of the school and/or any surplus income is used to invest in maintenance of facilities and equipment for the benefit of school and/or to support the activities of the school.

5. VAT

In general, the letting of rooms is exempt of VAT (except where school equipment is used).

Since September 2023, sports lettings are also exempt (outside the scope) of VAT (although there are exemptions to this under certain circumstances).

6. Management and Administration of Lettings

The Headteacher has overall responsibility for the management of lettings. Day to day management is the responsibility of the Community Manager.

If the Community Manager has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Headteacher or Chair of the Governing Body to determine the issue on behalf of the Governing Body.

7. The Administrative Process

All lettings enquiries should be directed to the Community Manager, community@vyne.hants.sch.uk - 01256 407037.

Community use of school facilities is generally permitted from 17:00 until 22:00 weekdays and 08:30 until 22:30 weekends. Bookings after 16:00 on weekends are outside of normal opening hours and will only be agreed subject to staff availability.

The School has entered into an agreement with SchoolHire, an online bookings platform. All bookings must be entered on SchoolHire. Initial enquiries are assessed by the Community Manager and if a booking is possible, the potential hirer must register an account with SchoolHire. SchoolHire enables the hirer to create a booking, agree terms and conditions and make payment either immediately for one-off bookings or monthly in advance for block bookings. SchoolHire collects the lettings income in accordance with our agreed Hire Charges. The School is charged a fee as a percentage of lettings income. Once a month the school must invoice SchoolHire for reimbursement of the lettings income. The income is then reflected on the school's financial system, IBC.

The Community Manager/Governing Body has the right to refuse an application, and interested parties are advised that no letting should be regarded as "booked" until approval has been given. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Approval is only given

i] once the hirer has agreed/read the following documentation (available on SchoolHire):

- Terms and Conditions of Hire (see 7.i below)
- Emergency Evacuation Procedures
- Children and Vulnerable Adults Protection Policy and Guidelines for Community Users
- Privacy Policy
- Hirers Insurance and public liability Indemnity (see 8 below)
- 3G pitch Terms and Conditions of Hire (if applicable)
- Acceptable Behaviour of Visitors Policy and Procedure
- Temporary additional COVID guidelines for all users (if applicable)
- Acceptable Use Agreement of School Digital Technologies for Community Users (if applicable)

and

ii] uploaded all relevant documentation:

- Evidence that necessary DBS checks have been undertaken and confirmation of relevant coaching qualifications (if applicable)
- Copy of the Hirer's child protection/safeguarding statement /policy (if applicable)
- Copy of the Hirer's insurance certificate (if commercial, one off event, regulated activity)
- Risk Assessment for the activity being undertaken

7.1 Terms and Condition of Hire

Terms and conditions of hire of the school facilities ensures that:

- specialised facilities are used correctly
- fair notice is given by both parties of any cancellations
- the purpose of the booking and intention of the hirer is understood and by contractual agreement
- the health and safety requirements are in place and understood
- school site/community staff are available to facilitate the conditions of hire
- local, legal and school regulations and restrictions are understood and adhered to
- use of school equipment is by agreement only
- use of the school network and wi-fi are restricted and monitored
- any breaches of terms and conditions can be dealt with fairly and consistently

8. Public Liability and Accidental Damage Insurance

A Hirer, classed as commercial, must prove 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 £5 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

All non commercial hire is covered by Hampshire County Council's Public Liability Insurance with an Indemnity of at least £5 million.

9. Incidents and Acceptable Behaviour

All incidents/accidents must be reported to the Assistant on duty and an incident form completed which will be given to the Community Manager for follow up action and reporting on the HCC online system (where applicable).

Incidents involving inappropriate/unacceptable behaviour on the school site are reviewed by the Community Manager and procedures set out in the Acceptable Behaviour of Visitors Policy and Procedure and the Procedure for Suspending Community User are followed.

10. Complaints

Any complaint is dealt with in accordance with the Vyne Community Leisure Complaints Policy and Procedure.

Reference documents :

Acceptable behaviour of Visitors Policy and Procedure

SchoolHire lettings agreement

Football Foundation General terms and Condition of Grant dtd 2018

Community Use Agreement dtd 15.10.2018

Premises Licence

Terms and Conditions of Hire

Health & Safety Policy

Acceptable Use Agreement of School Digital Technologies for Community Users