

# POLICY

## Lettings

Date of approval by governing body:	Adopted pending approval
Review date:	September 2017
Policy Owner:	Business Manager

## **POLICY ON HIRING OF THE KING'S CE(A) SCHOOL PREMISES**

### **Introduction**

The Governing Body of The King's CE(A) School regards the school buildings and grounds as a community asset and as such welcomes the opportunity to enable other users to benefit from them.

By letting our premises we intend to:

- Maximise the use of the school for the benefit of the community
- Ensure that the educational use of the buildings is prioritised
- Generate a profit to supplement the school's delegated budget and not be a loss to it

### **Definition of a Letting**

A letting is defined as 'any use of the school buildings and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, Governing Body meetings or where pupils are supervised by school staff, are considered school-related and do not require a letting agreement.

### **Letting Responsibilities**

The Governing Body is responsible for the Lettings' Policy, for agreeing lettings' charges and for reviewing them annually.

The Headteacher and School Business Manager are responsible for management of the Lettings' Policy with due consideration to the following:

- School activities – priority will at all times be given to school functions.
- The availability of the facilities.
- The availability of staff to open and close the premises.
- The school's Child Protection and Health and Safety Policies.
- Health and safety considerations in relation to the number of users, type of activity, qualification of instructors.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.
- The school reserves the right to refuse or cancel a booking where any of the above are not satisfied.

If the Headteacher or School Business Manager have any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair or Vice Chair of Governors who are empowered to determine the issue on behalf of the Governing Body.

The Finance Officer is responsible for liaising with clients, taking bookings, arranging lettings and payment, keeping the lettings diary and liaising with the Site Security Officer.

The Site Security Officer is responsible for overseeing the uses of the premises during the booking and securing the building afterwards.

## Charges for Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

## Scale of Charges

Facility	Price per hour
Sports Hall	£33
Dance Studio	£21
Individual Sports Court (One-off booking)	£8 (inclusive of VAT)
Classroom	£15

This scale of charges can be amended on an individual basis where there is a regular, long term hire arrangement or where there is a clear rationale for a reduction (for example if there are significant benefits for pupils of the school).

## VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

## Application Procedure

Organisations seeking to hire the school premises should approach the School Business Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available.

An 'Application For Lettings Request Form' will be provided by the school and the hirer will complete and return this for consideration. The Headteacher/Governing Body 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 'Hire Agreement', along with a copy the Letting Policy including terms and conditions, will be sent to the applicant confirming the details of the letting. The terms and conditions of the policy must be adhered to.

The Hire Agreement must be signed by both parties (the hirer and the school) before the hiring can take place. It should be signed by a named individual ('the Hirer') and the agreement should be in their name, giving their permanent private address or, in the case of a company, that company's registered address.

For confirmed bookings the school will issue an invoice to the named individual applying to hire the premises, which must be paid by the date specified on the invoice (usually 14 days before the hire date). Failure to pay the invoice by the due date may result in cancellation of the

booking. For regular or block bookings, invoices will be generated monthly in advance and payment will be due prior to first date of hire shown on the invoice.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE KING'S CE(A) SCHOOL PREMISES**

All terms and conditions set out in this policy must be adhered to.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group whose aims are not compatible with those of The King's CE(A) School.

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 and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement

The letting 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 school to them or of creating any tenancy between the Governing Body of The King's CE(A) School and the hirer.

The hirer is not permitted to sub-let any part of the school premises

### **Behaviour**

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **Safeguarding**

The school takes safeguarding extremely seriously and expects the hirer to take the same levels of responsibility. Where appropriate, DBS checks must be carried out and made available to the school. A safeguarding policy must be in place.

The hirer must ensure that appropriate arrangements are in place to safeguard and promote the welfare of students on the school site during the specified times of hiring.

The school must be informed immediately if there are any concerns relating to the safeguarding of children.

### **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.

### **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 and, where applicable, they must adhere to the correct adult/pupil ratios at all times.

### **Insurance**

Public Liability Insurance must be in place to protect the hirer against injury, loss or damage caused to third parties or their property. The hirer must indemnify the school in the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place.

Where the hirer does not have appropriate Public Liability Insurance cover and is an individual or a non-profit making organisation/charity, this will be provided by the school. Proof of status will be required.

Where the hirer charges members of the public for the service it is hiring the premises for, the hirer may be deemed to be a profit making concern. It will therefore be the responsibility of the hirer to provide evidence of adequate Public Liability Insurance cover as above as the school insurance cover will not suffice. The Public Liability Insurance must be taken out in the name of the organisation/business and not in the name of an individual. If the hirer cannot provide evidence of adequate cover, the hire will not be permitted.

### **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.

The school shall not be liable for any loss, theft or damage in respect of the property of the hirer or any person coming onto the premises as a result of the letting.

### **Fire Procedure**

The hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes and assembly points.

### **Use of Premises**

Only those areas of the school specified on the application for letting will be available for access and should only be used for the purposes stated. Access to designated toilet and changing room facilities will, where agreed in advance, be included as part of the letting agreement.

The parking of vehicles on the school's property shall be permitted on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.

### **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.

The hirer shall ensure that no persons using the permitted area wear shoes with stiletto heels or other footwear which may in the opinion of the school be damaging to the floor surfaces of the hired area.

In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

### **School Equipment**

The hirer should not assume that equipment in the school forms part of the hire agreement. Equipment can only be used if requested on the initial application form and its use is approved by the Headteacher prior to the event. 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 the school's 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 Code of Practice for portable electrical appliance equipment. The intention to use any electrical equipment must be notified on the application.

### **First Aid Facilities**

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

### **Cleaning**

The hirer is responsible for leaving the areas that have been used in a clean, neat and tidy condition. If the school have to clean the area after the event, the hirer may be charged.

All litter must be placed in the bins provided.

### **Food and Drink**

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

### **Intoxicating Liquor/ Drugs**

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

### **Smoking**

The school operates a No Smoking Policy throughout the premises and grounds. This includes the use of e-cigarettes.

### **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 school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **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 they are collected by a responsible adult.

### **Advertising**

The School must approve of all advertising and posters concerning the use of the premises.

### **Variation of Scales of Charges**

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).

### **Cancellation**

The hirer may cancel individual bookings at any time by contacting the school. If a booking is cancelled with more than one weeks' notice, the full hire fee will be repaid. If less than one weeks' notice is given, only 50% of the hire fee will be repaid. The hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the period of hire.

If, in the event of unforeseen circumstances, the school is forced to cancel a booking, all possible alternatives will be discussed. If no agreeable alternative can be reached a full refund will be payable but the school will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the school of the letting as a result of circumstances beyond its control

### **Notice to Terminate**

This agreement may be terminated by either party at a date earlier than the termination date by giving to the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the school.

The school may terminate this agreement immediately in the event that the hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the School is not capable of being remedied and no hire fee (or part thereof) shall be refundable.

### **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.

## APPLICATION FOR LETTING REQUEST FORM

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Activity of Organisation: \_\_\_\_\_

Details of Premises requested (Sports Hall, Dance Studio, Classroom):

\_\_\_\_\_

Date(s) Required: \_\_\_\_\_

*(Dates during the year when facilities will be unavailable due to the school use or closure will be issued at the beginning of the academic year in September. These dates may be subject to change, but, wherever possible, prior notice will be given if the premises become unavailable due to unforeseen circumstances.)*

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_  
(Please allow time for any preparation and clearing up.)

Frequency: \_\_\_\_\_

Use of school equipment (Please specify your request):

\_\_\_\_\_

Details of any electrical equipment to be brought into the school.  
(Note: All equipment must be tested and certified safe).

\_\_\_\_\_

Maximum number of participants: \_\_\_\_\_

Age range of participants: \_\_\_\_\_

Number of supervising adults: \_\_\_\_\_

Relevant qualifications of supervising adults: \_\_\_\_\_



- The applicant confirms that where applicable Enhanced DBS checks have been carried out. (Original certificates of clearance must be available for inspection.)
- The applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).
- The applicant confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).
- The applicant undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).
- I confirm that I am over 18 years of age, and that the information provided on this form is correct.
- I confirm that I have read and understood the Terms and Conditions of hiring the school facilities.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

## CONFIRMATION OF LETTING/HIRE AGREEMENT

1. The Governing Body of The King's CE(A) School,
2. The Hirer: \_\_\_\_\_  
Organisation: \_\_\_\_\_  
Position in Organisation: \_\_\_\_\_  
Address & Postcode: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Facilities hired: \_\_\_\_\_  
\_\_\_\_\_
4. Specific nature of use: \_\_\_\_\_
5. Maximum attendance: \_\_\_\_\_
6. Details of any school equipment to be used: \_\_\_\_\_  
\_\_\_\_\_
7. Date(s) of hire: \_\_\_\_\_
8. Period(s) of hire: \_\_\_\_\_
9. Fee (specify per hour or per session): \_\_\_\_\_
10. The Governing Body of The King's CE(A) School agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Policy and Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

Signature: \_\_\_\_\_ (The Hirer)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (On behalf The King's CE(A) School)

Date: \_\_\_\_\_