

# LETTINGS POLICY



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1	15/10/2015	Draft presented to F&GP Committee	David Jones	Y
2	09/03/2016	Draft presented to F&GP Committee	Walter Herriot	Y
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4	5/12/2017	Draft presented to F&GP Committee	Caroline Ilott (Interim)	Y
5	21/01/2019	Draft presented to F&GP Committee	Tony Orgee	Y

## **SCHOOL LETTINGS POLICY**

### **Introduction**

The Governing Body regards the school 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 school 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.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. 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 by an outside organisation must be reimbursed to the school's budget.

### **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 letting must not interfere with the primary activity of the school, which is to provide a high standard of 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.

### **Charges for a 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).

The specific charge levied will be reviewed annually, during the spring term, by the Finance and General Purposes Committee, for implementation from the beginning of the next financial year, with effect from 1 April of that year. Pool hire costs will rise, as a minimum, by the cost of inflation each April.

Current charges will be provided in advance of any letting being agreed.

## **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Finance and General Purposes Committee who is empowered to determine the issue on behalf of the Governing Body.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. An Initial Request Form should be completed at this stage. The 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 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’s current scale of charges. (25% deposit will be requested at this time) Casual bookings will be invoiced in full in advance.

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.

All lettings fees which are received by the school will be paid into the school’s individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school’s delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL 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 school to them or of creating any tenancy between the school and the hirer.

All hirers who are offering services on site to children should have an enhanced DBS clearance. Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools.

### **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.

### **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.

### **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 -the Hirer must adhere to the correct adult/pupil ratios at all times.

### **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 Governing Body 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 Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **Insurance for One-off Lettings**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). If the Hirer does not have their own insurance, then cover can be arranged by the Council for 15% of the hire charge.

If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been. Neither the school, nor the Local 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**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. 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 portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the school. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

### **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 schools resources is not available.

**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. All litter must be placed in the bins provided.

**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.

**Heels and Shoes**

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises. Appropriate footwear only should be worn in the Gym

**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 Authority against all sums of money which the LA 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 is set out in the Hire Agreement.

**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 parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

**Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. 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. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

**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 from the Finance & General Purposes Committee 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 they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the designated muster point. The Hirer must have immediate access to participants' emergency contact details, and may use the school telephone in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

**Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

## **THE HIRERS RESPONSIBILITIES.**

The Hirer shall be responsible for:-

The payment of the hire charge and any supplementary charges which may arise as a result of loss or damage to the Swimming pool and/or the building.

The provision of such number of staff as may be deemed necessary by the Site Manager to control and preserve Order and Health and Safety regulations during the hiring of the facility.

The Pool Hirer must provide their own qualified RLSS Pool Lifeguard /resus rescue person. A copy of their certificate must be sent to the Headteacher with the booking form to keep on site for reference. The Hirer should ensure that the Lifeguard is fully aware of the policies and procedures of Granta Swimming Pool and relevant documentation as issued to the Hirer. The Hirer must ensure that the Lifeguard carries out life guarding duties only and not undertake any other duties during their hired time.

During the period of hire, the Hirer assumes all responsibility for the users, teachers and general public. The responsibility of any structural defects to Granta Swimming Pool or the building remain the responsibility of Cambridgeshire County Council unless the relevant defect was caused by the Hirer or a person who is on the premises during the Hirer's period of hire in which the hirer shall accept liability.

Compliance with Health and Safety Legislation and Swimming Pool code of practice.

If you are hiring our premises to facilitate a club or public activity involving children you will be required to provide Granta School with a copy of your child protection policy.



<b>7</b>	<b>Facilities required</b>	<b>Cost per Day</b>	<b>Cost per Hour</b>	<b>Times required</b>	<b>Total cost</b>
		<b>£</b>	<b>£</b>		<b>£</b>
	Pool		39.50		
	Gym	106.00	21.50	.....	.....
	Food Technology	106.00	21.50	.....	.....
	Hall	106.00	21.50	.....	.....
	Classroom	106.00	21.50	.....	.....
	Playground			.....	.....

Please specify below any equipment that you wish to bring into school e.g. electrical appliances

<b>8</b>	<b>Equipment required</b>	<b>Please tick</b>	<b>Number</b>
	Tables	.....	
	Chairs	.....	
	Television	.....	
	Projector	.....	
	Playground equipment	.....	
	Cups, saucers, urn	.....	

**If tables, chairs or stage are required please provide a plan for our caretaker**

**9 Insurance**

Name of insurance company .....

Policy number .....

Inclusion in Authority Hirers Liability Scheme required YES/NO

A copy of your insurance document is required with the booking form

**10 Costs £**

Total facilities costs .....

Insurance .....

15% of cost if required

Total cost .....

Deposit .....

25% of total cost

due on application

**Balance Due** .....

The preferred method of payment is by BACs.

Account name: Granta School

Sort code: 20-17-68

Account number: 73714780

If paying by cheque please make cheques payable to Granta School and mark for the attention of the Business Manager.

I confirm that I am over 18 years of age and that I agree to pay on demand the lettings charge and any cleaning or damage charges as a result of the letting.

I hereby indemnify the Education Authority against all claims in respect of injury, loss or damage (including school premises) arising from the letting. In requiring this undertaking, the Education Authority does not seek to absolve itself or any employees from liability as owner/occupiers of the premises.

Signed: ..... Date: .....