

George Grenville Academy



LETTINGS POLICY



Approved by:	Board of Trustees	Date: 29 th March 2023
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1. Intent

This policy applies to all schools in Campfire Education Trust (CET).

All of the CET's buildings and grounds are regarded as a community asset and every reasonable effort will be made to enable them to be used as much as possible. However, the overriding aim 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 whilst keeping this in mind.

The school's delegated budget cannot 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.

2. Aims

The aims of this policy are:

- To provide clear guidance on lettings and the hire of academy premises and equipment
- To enable community and lifelong learning access to the school site and premises
- To promote the use of the school's facilities by the wider community
- To safeguard the interests of the school
- To ensure that the out of hours use of the school site is not subsidised by the school's budget and is sustainable

3. Guidance

3.1 Definition of a letting

A letting may be defined as 'any use of the school's premises (buildings and grounds) by either a community group or an individual or group of individuals, or a commercial organisation'.

Lettings will not be made:

- to persons under the age of 18
- to any organisation or group or individual with an unlawful or extremist background
- to events where noise or behaviour may affect local residents
- where any purpose of any kind is deemed unlawful, or would bring the School/Trust into disrepute
- to anybody to whom the school does not wish to hire the premises.

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all of its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, and extracurricular activities of pupils supervised by the school staff, fall within the educational life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3.2 Charges for a letting

The school's Local Governing Board (this responsibility may be delegated to the Finance and Resources Committee) is responsible for the determination of how charges will be applied for lettings. It is determined that a charge will be levied which covers the following:

- Costs of services such as heating and lighting
- Costs of staffing – e.g., additional security, key holder provision, caretaking and cleaning support, reception etc. including associated on costs, as applicable

- Cost of administration
- Cost of 'fair wear and tear'
- Cost of use of school equipment
- Profit element (as appropriate)

Advice on what to include when determining a scale of charges should be obtained from CET's central finance team.

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

The specific charges levied will be reviewed annually by the school, in conjunction with its Local Governing Board (this responsibility may be delegated to the Finance and Resources Committee) during term 3 for implementation from the beginning of the next financial year (with effect from 1st September of that year).

Each school will publish its own schedule of charges and will provide this in advance of any letting being agreed by the school.

3.3 VAT

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

For specific clarification on Lettings and VAT, applicants should seek advice from the school's business or finance manager in the first instance.

3.4 Management and administration of lettings

The headteacher and the school's business or finance manager are responsible overall for the management of lettings. The headteacher may delegate all or part of this responsibility to other members of staff but will still retain overall responsibility for the lettings process.

If the headteacher has any concern about whether a request for a letting is appropriate or not, the CET's central team should be consulted to provide advice.

3.5 The administrative process

The school's business or finance manager shall ensure that a Lettings Agreement (Appendix A) is completed by the Hirer.

Hirers will also be issued with a copy of Terms and Conditions of Hire (Appendix B), including details of school specific charges, safety requirements and fire procedures.

The school 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 in writing.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any potential risk that the letting might be held to be a business tenancy which could give the hirer security of tenure.

All amounts received by the school's lettings will be paid into the school's individual bank account 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.

3.6 Safeguarding where children and/or young people (under 18) are Involved

It is a requirement that:

- The school has a list of the names and addresses of adults regularly attending and lone working policy where applicable
- Adults regularly attending have been DBS cleared
- Where applicable, adults regularly attending have received at least basic child protection training
- Where relevant, the organisation has Ofsted registration
- Where there is adults-only letting during school hours, or where adults are present that have been DBS checked that the room/area being let is physically segregated from pupils.

3.7 Public liability and accidental damage insurance

The hirer will be required to confirm that adequate and appropriate insurance cover is in place for the activity to be carried out. The hirer will also be required to maintain its own adequate public liability and hirers liability insurance and provide a copy of this to the school annually if the booking covers a continual period.

In addition to above the school is a member of the Government backed Risk Protection Arrangements (RPA). This cover sets out that:

The RPA administrator will, subject to the definitions, extensions, exclusions and conditions of the rules indemnify any hirer:

1. For all sums that the hirer shall become legally liable to pay for damages or compensation in respect of or arising out of:

- Personal injury
- Property damage
- Nuisance, trespass or interference with any easement right of air, light, water or way

Occurring during the membership year in connection and solely and directly arising from the use of the member's premises or facilities during the period of the hire.

2. Against legal liability for claimant's costs and expenses in connection with clause 1 above.

3. In respect of:

- 1) Costs of legal representation at:

- A) Any coroner's inquest or inquiry in respect to any death
- B) Proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Extension 17

- 2) All other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above incurred with the prior written consent of the RPA Administrator.

Hirer is defined as any person or organisation whom the Member has hired rooms where that person or organisation does not have public liability insurance.

4. Monitoring arrangements

The application of this policy is monitored by CET's Estates and Facilities Director in conjunction with CET's CEO and CFO and headteachers.

Copies of all hirer paperwork are to be retained in a central location by each school for at least six-years plus current year. Please refer to CET's records retention policy.

This policy will be reviewed by CET's Estates and Facilities Director annually.

All relevant persons are required to familiarise themselves with the workings of this policy as part of initial implementation and every twelve-months thereafter as an ongoing requirement.

5. Links with statutory provision

This lettings policy links with statutory provisions around premises management, including:

- The Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- The Education (School Premises) Regulations 1999

This list is not exhaustive and this policy will also have regard for statutory and non-statutory guidance to ensure that CET's schools are a safe place to work and study. This policy should be read in conjunction with the following CET frameworks and policy documents:

- Health and Safety Policy
- Risk Assessment Policy
- Records Retention Policy
- Lone Working Policy
- Data Protection Policy
- Child Protection Policy

Appendix A – Application for hire of premises

Please complete this form and return to the school office at least 7 days before the period of hire.

Name of organisation	
Full name of hirer	
Address of hirer	
Contact number	
Email Address	
Signature of hirer	
Date	
Facilities/Rooms required	
Other requirements (furniture)	
Dates and times	
Purpose of letting	
Will any food, goods or alcohol be sold during the letting?	
Will the hirer conduct any public entertainment? If yes, the hirer/organisation may be required to apply for and submit copies of PPL, MCPS or PRS licences.	
Are you using your own electrical equipment? If so, is it PAT tested?	
Do you hold a safeguarding policy? If so, please supply a copy with this form	
Named person responsible for Health and Safety during hire period: Contact number during session: First aid certificate: enclosed/to follow (delete as appropriate) Fire Safety Declaration: Yes/No (delete as appropriate)	
Safeguarding Children and Young Adults Definition – Any hire that is attended by children or young adults under the age of 18 years. Children and Young Adults will attend and/or participate in the hire? Yes/No (delete as appropriate) Hire will not be confirmed without declaration of DBS checks if applicable. See section 5 for details.	

HEADTEACHER'S ACCEPTANCE OF BOOKING

(In cases where the hirer requires alcohol to be brought onto the school premises, the approval of the Chairman of the Governors has been obtained) Please ensure you see any licence before the function takes place.

Signed: _____ Date: _____

All sections of the form must be completed and returned to the school. The school contact details are:

Email: office@georgegrenville.co.uk

Telephone: 01280 813273

Hirers are required to note the following:

- The terms and conditions are an integral part of this agreement. Hirers must satisfy themselves that they are fully aware of them, and by signing they undertake to observe and perform the requirements as set out therein
- Until such time as the signed hire agreement is received by the school, together with any deposit or payment required, there is no firm booking with the school for the hire. This means that the school is free to accept alternative bookings for the facilities without any obligation to the hirer.

Payment terms

Payment is required in advance of the booking

By BACS:

George Grenville Academy

Lloyds Bank

Sort code 30-63-97

Account number 20790960

Please quote the invoice number followed by the school name as reference

Cash is not accepted

Declaration of hirer

I acknowledge that I have received a copy of the terms and conditions governing hire and understand them. I agree to abide by them and pay all sums due. I agree to pay for the reinstatement following any damage to property caused as result of this hire. I confirm that I am an authorised signatory for the organisation affecting the hire and am duly empowered to commit them to contract.

Signature of hirer/authorised representative of the Hirer

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Print Name:.....

Date:.....

For School Office Use Only

To the Hirer/Organisation

Your application for hire is approved under this Agreement

Cost per session:.....

School Authorised Representative:.....

Date:.....

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Appendix B - Terms and Conditions of Hire Applicable from 1 Sept 23

1. Bookings

- 1.1 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required. Hirers will be invoiced monthly in advance. Payments are due before hire commences. New hirers may be required to pay a refundable deposit appropriate to the value of their hire. If there is damage, or the need for extra cleaning after the letting, the hirer will pay any subsequent account to cover these costs.
- 1.2 Hire is for the periods as stated in the application. Non-attendance which has not been previously agreed following a booking will be chargeable, excepting that under the school's discretion items such as adverse weather, fire, flood, unforeseen circumstances or unexpected staffing issues may affect attendance.
- 1.3 Bookings are not confirmed until the application has been agreed and signed by the school's authorised representative on the application form provided.

2. Payments and charges

- 2.1 Any payment made on the day of attendance should be clearly marked with the hirers name and the amount, and a receipt issued by the school's authorised representative. Payment should be made via bank transfer to:

George Grenville Academy

Lloyds Bank

Sort code 30-63-97

Account number 20790960

- 2.2 Late payments not agreed with the school may be subject to a late payment charge equivalent to the Bank of England base rate + 8%.
- 2.3 Any non-payment, which in the school's opinion is justified, will allow the school to terminate the hire, at which point all outstanding charges will become payable and the hirer will be prohibited from using the facilities until the account is settled. Failure to settle the account may result in court action.
- 2.4 Block bookings for sports and physical recreation facilities of 10 sessions or more may be exempt from VAT. Hire charges will be reviewed annually.

3. Cancellation and termination

- 3.1 The school reserves the right to cancel any letting if the accommodation is required for urgent official or school business. In these circumstances, every effort will be made to advise the hirer as soon as possible.
- 3.2 The school require one calendar months' notice, in writing, of termination of the hire if the end date differs to that stated on the application form. Without the required notice all hire costs are payable by the last period of attendance under the notice period.
- 3.3 Hire will be automatically terminated and all hire costs up to the date of termination will become payable. If school staff, grounds, equipment, and buildings are either verbally or physically mistreated. Hirers are to be respectful of the privacy, security and nuisance of neighbors and the general community without exception.

4. Use of facilities

- 4.1 The school expects all hirers to ensure that all users of the premises are considerate to the school's neighbours when parking on and around the school premises.

The school accepts no responsibility for loss of property, damage to cars or injury incurred by the use of the school car park for the purpose of lettings.
- 4.2 No alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only on the boards provided, if applicable. Any school furniture or equipment moved by the hirer must be replaced where it was found.

- 4.3 The school will prepare the facilities for any required letting unless agreed otherwise. A school representative will be available to contact throughout the letting. It is the hirers responsibility to leave the premises clean and tidy and ready for school use.
- 4.4 The hirer is responsible for providing supervision during the course of the hire and must satisfy the school representative that the arrangements being made are adequate.
- 4.5 Hirers are responsible for the safety and security of the areas that they operate in and for instructing and restricting access to non-hire areas. Depending on the last booking time, members of the public normally must not be admitted to the premises after 6pm.
- 4.6 Spectators are welcome and are governed by the same terms and conditions as the hirer. No smoking, including vaping and or the use of e-cigarettes is allowed on the premises or site.
- 4.7 If it is intended to organize a public performance or entertainment, or performance of music, singing or dancing to which members of the public are to be permitted, hirers must consult the school's representative in advance to ensure that the school's premises are adequately licensed for the purpose before submitting an application.
- 4.8 The lead hirer or their accredited representative must be in attendance at all times and accept responsibility for any damage caused to the school's grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting for the hire. Every precaution must be taken to avoid such damage, and the hirer will be required to meet the cost of making good any damage, however caused.
- 4.9 Images, recordings or any other media taken of the facilities for print, visual or social media must first be approved by making an application to the school's representative.
- 4.10 Footwear which is likely to cause damage to school floors must not be worn. Only training/specialist AstroTurf soles or moulded rubber studs are permitted on the MUGA pitch, if applicable. Flat sole trainers, bladed boots and screw in studs are not permitted.
- 4.11 Users are required to stop play five-minutes before the end of their booking period to allow equipment to be removed and/or set up for the next hirer.

5. Safeguarding

- 5.1 The Department for Education states – where a third party hires the school premises outside school hours, the responsibility for ensuring that safeguarding measures are in place rests with the third-party provider rather than the school.
- 5.2 The hirer is responsible for ensuring that all safeguarding requirements in relation to children and young adults has been carried out, including suitable checks (Disclosure and Barring Service - DBS). Where applicable, the hirer will provide safeguarding information prior to hire. Without exception, hire will not commence without suitable arrangements being in place.

6. Health and safety responsibilities

- 6.1 The hirer is responsible for providing First Aid provision appropriate to the activity and the nominated person must be trained in First Aid to a suitable level.
- 6.2 The hirer is responsible for providing appropriate risk assessments and method statements for all activities to the school's representative at the time of the application and approved before the booking takes place.
- 6.3 The hirer must have a method of contacting the emergency services, i.e., a mobile number or ensure access to a landline phone is available.
- 6.4 The school accepts no responsibility for any of the above.

7. Fire precautions

- 7.1 The hirer shall ascertain and comply with any special fire precautions, requirements contained in music, singing and dance, theatres, or any other licences appropriate to the intended use of the premises.
- 7.2 The hirer, or a responsible person nominated by them in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties that will prevent them from exercising general supervision of the premises.
- 7.3 The seating accommodation, gangways, passages and stairways in the hired section of the premises shall be kept clear at all times and where amendments to seating are made an

appropriate fire risk assessment and alternative evacuation procedure must be submitted by the hirer.

- 7.4** All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms or storage of any kind.
- 7.5** All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at the function.
- 7.6** Doors and opening, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have notices placed over them indicating 'No Access or Thoroughfare'.
- 7.7** Mats and other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.
- 7.8** Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.
- 7.9** All portable electrical items used on the premises, must be tested and certified as compliant with current Portable Appliance Testing regulations.
- 7.10** No electric fires, gas fires, stoves or open fireplaces shall be used on the premises.
- 7.11** The hirer shall ascertain the position of telephones, escape routes, fire alarm systems and firefighting equipment, which shall be in the charge of a competent person nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. In the case of main hall performance and exhibitions the school's person responsible for fire (headteacher) shall be consulted as to whether any special firefighting equipment should be provided.
- 7.12** Thorough checks should be made by the hirer at the end of the letting to ensure that no smoldering fires are left burning and that all doors and windows are properly secured.

8. Access and egress

- 8.1** To allow for emergency vehicle access, all other vehicles must be parked in marker bays only.
- 8.2** Entrance/exit into the school's grounds is through the pedestrian and car park gates.
- 8.3** Members of the public must not be admitted to the premises after 6pm – unless associated with purpose of hiring.

9. Food, goods and alcohol

- 9.1** Alcohol must not be sold or consumed on the premises unless specific approval has been given by the headteacher. If approval is given for the sale or consumption of alcohol liquor, the responsibility for obtaining the necessary licence rests upon the hirer.
- 9.2** Hirers are not permitted to sell any food or goods on the premises without permission from the headteacher.

10. Equipment

- 10.1** The school has no responsibility to provide storage for hirers equipment and in instances where storage is provided, a charge may be levied and responsibility and liability remains totally with the hirer.
- 10.2** School equipment must not be used unless specific person has been obtained in writing from the school's nominated person.

11. Facilities operating times and dates (term times)

Operating hours are as follows (other than by prior arrangement):

Monday to Friday – **7am to 6pm**

Saturday – **Closed**

Sundays **Closed**

12. Facilities Operating Times and dates (Non-Term Times)

Operating hours are as follows (other than by prior arrangement):

Monday to Friday – **7am to 6pm**

Saturday – **Closed**

Sundays – **Closed**

Facilities may be closed at any time at the school's discretion due to planned maintenance and/or unforeseen circumstances such as adverse weather, fire, flood etc.