

Lettings Policy

(Non-Statutory)

Reviewed/Approved by Trustees' Community Partnership Committee:

Review Cycle: Every Two Years

Review Date: Spring 2025

1. INTRODUCTION

The Board of Trustees regards the school premises as a community asset and will make every reasonable effort to ensure they are available to support our community. However, the overriding aims of the Board of Trustees are to support the school in providing the best possible education for its students whilst always ensuring their safety. Any lettings of the premises to outside organisations will be considered with this in mind.

A charge will normally be levied in respect of any lettings of the premises which, as a minimum, will be the estimated *actual* cost to the school of the proposed letting to avoid there being a subsidy from the school's main funding and core educational activities.

1.1 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*', regardless of whether a letting fee is charged.

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

1.2 CHARGES FOR A LETTING

The Board of Trustees aim to maximise the commercial opportunity for lettings and ensure costs are fully calculated and covered to include wear and tear, cleaning, staffing, heating, lighting, and administration. They have delegated the responsibility for setting the charges for the letting of the school premises to Community Partnership Committee. The basis of charging for lettings will be reviewed no less than annually by Community Partnership Committee. This review will take place early in the summer term for implementation with effect from 01 September of that year. Current charges will be provided in advance of any letting being agreed.

1.3 VAT EXEMPTION

VAT and VAT exemptions will be applied in line with the VAT rules in place at the point the service related to the booking occurs.

2. MAKING A BOOKING

Those wishing to hire the premises should fill out a booking form, which can be found in the Hirer's Pack, and the hire terms and conditions.

The completed and signed booking form should be submitted to the school office. Approval of the request will be determined by Lettings Administrator who is responsible for the day-to-day management of lettings. They will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

If the request is approved the hirer will be contacted with a confirmation of the booking with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

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 confirmed in writing.

3. PUBLIC LIABILITY AND ACCIDENTAL DAMAGE INSURANCE

The Hirer must prove to the Board of Trustees 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 schedule of insurance cover before the letting can be confirmed. The hirer shall insure, with a reputable insurance provider unless specifically agreed by the Board of Trustees, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The school will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

4. SAFEGUARDING

The school is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If there is a chance 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), we will ask for confirmation that the hirers have had the appropriate level of DBS check. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

Should any safeguarding concerns present themselves during the hire of the school premises, the hirer must contact the school's **Designated Safeguarding Term** – wellbeing@burgate.hants.sch.uk as soon as reasonably practicable. As with any safeguarding allegation the school will follow their safeguarding policies and procedures. A lettings supervisor is on site for all lettings. Any problems please contact them initially. A mobile number will be given to you,

Additional guidance:-

<https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice>
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1185885/After-school_clubs_community_activities_and_tuition_safeguarding_guidance_for_providers.pdf

Policy Review

This policy will be reviewed and updated when the guidance on which it is based changes or every two years. Any updates to this policy will be shared with the Board of Trustees.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

Welcome and thank you for interest in hiring our facilities. Please find enclosed important information pertaining to your booking and the conditions of use of the facilities here.

It is important that you read all of the information carefully and bring it to the attention of your group and committee.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. 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 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 school and the hirer.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

3. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

4. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the trustees against all sums of money which the trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

5. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Leadership Team
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Headteacher
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Board of Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/student ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.
- j) The school may stipulate a maximum number of persons to be admitted. The hirer must ensure that attendees do not exceed the stipulated figure at any time during the booking. Where rooms or areas are set out in the interests of public safety, no hirer shall interfere or alter this.

6. THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 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. It is strongly recommended that there are at least two nominated mobile phone users in case of an emergency.

6.2 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. Our Lettings staff do have basic first aid training, but we advise all hirers to ensure they have their own first aid provision. There is a defibrillator situated in the main office and another on the wall by the Drama entrance.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

No stage lighting, sound equipment or other specialist electrical equipment may be used without prior agreement

6.4 FOOD AND DRINK

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

6.5 KITCHEN / FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

6.6 ALCOHOLIC DRINKS

No alcoholic drinks are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic drinks from the local Licensing Authority. All evidence of alcohol must be removed from the premises at the end of the letting.

6.7 SMOKING

The site operates a No Smoking policy in all areas, including outside spaces. This includes the use of vaping equipment.

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

7. DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

7.1 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises unless agreed at the time of booking.

7.2 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. Regular lettings may be cancelled, provided that in each circumstance at least 48 hours' notice either way is given. **Less than 48 hours regular hirers may be charged for the session.**

It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

One off hires/ big events will be required to pay a deposit at the time of booking.

Cancellation charges are as follows:

2 months' notice 20% cancellation fee

1 months' notice 50% cancellation fee

Less than 1 month 80% cancellation fee

Less than 14 days 100% cancellation fee

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 Board of Trustees of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the school as to whether a letting should be cancelled shall be binding on the hirer.

Following hire, an invoice of charges will be forwarded usually monthly. Charges shall be due and payable within 28 days of the invoice date.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Operations Manager, the Board of Trustees reserves the right to terminate the letting with notice of one week. The Board of Trustees will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

7.3 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

7.4 SIGNS AND ADVERTISING

No signs or advertisements are to be displayed without the school's prior written agreement/consent. Please contact the Lettings Administrator in the first instance.

7.5 STORAGE ANCILLARY TO THE LETTING

Prior permission must be obtained before goods or equipment are left or stores on the premises only the school is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

7.6 LOSS OF PROPERTY

The school cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

7.7 CAR PARKING

The hirer is reminded that the school cannot accept responsibility for damage to vehicles on site. All vehicles are parked at the owner's own risk and no responsibility is taken for their contents. No responsibility is taken for user groups whilst driving on the premises. Drivers must observe the direction signs and not exceed the stated speed limit. Care must be taken not to block access for emergency vehicles or that would prevent another vehicle from moving. Do not park on grass areas unless designated. Please use parking spaces sensibly and do not block the movement of other cars. NB The disabled parking bays are reserved for disabled parking only.

7.8 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

7.9 RIGHT OF ACCESS

The school reserves the right of access to the premises during the letting for emergency or monitoring purposes from time to time.

8. VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.