



# Lettings Policy



DEYES  
HIGH  
SCHOOL

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LYDIATE  
LEARNING TRUST

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<b>This policy links to:</b>	<ul style="list-style-type: none"> <li>- Equal Opportunities Policy</li> <li>- Teachers Pay Policy</li> <li>- Capability Policy</li> <li>- Teachers' Standards</li> <li>- Classroom Observation Protocol</li> </ul>
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## 1. Introduction

The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit. However, the overriding aim of Deyes High School 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 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 is to 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.

The Governing Body reserves the right to:

- Decline without reason any request made to hire the school premises
- Have a representative present at any function
- Terminate any activity not properly conducted

## 2. Definition of a School Letting

A letting is defined as 'any use of the school building 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.

Continuous or Block lettings are those that run for a number of weeks or terms. Single lettings are those where an individual or organisation wishes to hire facilities for a one off basis. These lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous, block, letting i.e. those that run for a number of weeks or terms.

## 3. Management of Lettings

The Governing Body has delegated the responsibility for lettings to the Head of School. The Head of School has delegated the responsibility for the day to day management of lettings to the Facilities Manager.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

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## 4. Considering Applications for Lettings

The Head of School or Facilities Manager will decide on the approval of the application with consideration to:

- Interference of school activities (priority at all times should be given to school functions)
- The availability of facilities
- The availability of staff to open and close the premises
- The school's Safeguarding and Health and Safety policies
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures in place during the hire
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

## 5. Charges

The Governing Body is responsible for setting charges for the letting of the premises. The letting charge will be calculated to cover overheads including the following expenditure:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including “on costs” e.g. employers national insurance and pension contributions
- Cost of administration
- Cost of “wear and tear”
- Cost of use of school equipment (if applicable)

All charges are agreed by the Governing Body and subject to annual review. All lettings to charitable and community groups are made without profit but will be set at a level to cover costs. Other charges are agreed by the governing body and may include an element for profit above actual costs.

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

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

Rates are based on a letting period of 1 hour, which is the minimum letting period for a session.

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A deposit of £40 is payable when hiring the premises which is refundable upon confirmation that everything is in order after the hire.

All rates include a fee for the opening, closing and securing of the premises. There is no fee for cleaning of the premises. This will be the responsibility of the hirer to leave the premises in the condition they found them. If additional cleaning is found by the school to be required after a letting, then the hirer will be charged at the rate of £10 per hour or part thereof, for this cleaning.

## Scale of Charges

In arriving at their scale of charges the governors have followed the principles set out below:

- that there will be parity of treatment for similar users
- that overall, the cost of letting school facilities will be recovered from users

For the purpose of charging the Head of School and Facilities Manager is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

## User Groups

1. Commercial enterprise (profit-making) of no direct benefit to pupils of the school
2. Government funded organisations providing a service to the community e.g. health, education
3. Commercial enterprise (profit-making) which provides an extended service to pupils of the school
4. Non-profit making groups / charitable organisations
5. Non-profit making group servicing the school and/or providing extra-curricular activities

The school closes at 20.30 hours Monday to Friday and all lettings must be finished by 20.00 hours and offsite by 20.15 hours. The charges per hour are as follows:

Charges Per Hour (£'s)	User Groups				
	1	2	3	4	5
Dance Studio	£35	£30	£25	£20	£15
Gym	£35	£30	£25	£20	£15
Sports Hall	£35	£30	£25	£20	£15
Main Hall	£35	£30	£25	£20	£15

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School Field	£20	£18	£16	£14	£12
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Note: Hirers who fail to leave site by the 20.15 hours' cut-off time may be charged an additional hour per occurrence.

Weekend lettings may be permitted by arrangement and subject to caretaker availability.

### **Extension of Credit**

The Governors will allow the extension of credit to bona fide local organisations and individuals where they are satisfied that these are credit worthy. In all cases, the Governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds. The governors have chosen to delegate the approval of credit facilities to the Finance Officer. In all cases where credit is advanced, the invoice is to be raised at the time of booking.

### **6. Safeguarding**

Deyes High School is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third party provider (i.e. the hirer) rather than the school. Hirers providing services to children must have policies, procedures and DBS checks in place to ensure children's safety and these must be supplied to the school upon request. The school should discuss any safeguarding concerns that arise with the hirer as it is important to make sure that safeguarding standards are high and to minimise any potential risk.

### **7. Insurance**

This Third Party Hirers Liability covers the hirer against any claim made for injury and or damage to third parties as well as damage to the hired building as a direct result from the hire. This policy is designed to cover hirers for low risk one-off type hires.

The Third Party Hirers Liability Policy is not designed to cater for any private activity groups or sports clubs, which are run on a commercial basis. Such groups should be asked to produce evidence of their own public liability insurance cover for a minimum of £2m, or £5m for more hazardous activities (i.e. karate or gymnastics). They should also produce evidence of their employer's liability cover should this be applicable.

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## 8. Health and Safety

Under the Health and Safety at Work Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises. The school will follow the health and safety guidance below for all lettings:

- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- The hirer should have access to a mobile telephone for emergency calls. For security reasons, the Hirer will not have access to the school telephone system.
- The hirer must make suitable arrangements for first aid.
- A school Accident and Incident Form must be completed by the hirer in the event of an accident or incident occurring on the premises. A copy can be obtained from the school office.
- A member of the school's caretaking team will check that the premises has been left in a safe condition.

In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other.
- The school may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically (at least every 6 months).
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.

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- The hirer must keep a register during their letting for use in an emergency evacuation.

### 9. Other Conditions of Hire

No person under the age of 18 is permitted to hire school premises.

The school does not permit the consumption of alcohol or gambling of any sort within the school site. Failure to adhere to this will lead to any future lettings by the hirer being revoked.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

### 10. Policy Review

This policy will be reviewed by the Head of School every 2 years. Any changes are subject to approval by the Governing Body.

## Appendix A Booking Form for School Lettings

Name of Hirer (person, body, association, limited company)						
Address of Hirer:						
Contact Number(s):						
Email Address:						
User Group Categorisation (please insert 1, 2, 3, 4, or 5)						
Facility for Hire (choose from Dance Studio, Gym, Sports Hall, Main Hall or Field)						
Purpose of Hire						
Equipment Required						
Other Arrangements						
Attendees	Total Number of Attendees:		Number of Adults:		Number of Children:	
Single Booking	Date of Booking:		Start Time		End Time:	
	Frequency / Days:					

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Block Bookings	Start Date:		Start Time:	
	End Date:		End Time:	
<p><b>Booking times must allow sufficient time for preparation and clearing away before and after the event.</b></p> <p>I have read and accept the terms and conditions and confirm that I am over the age of 18</p> <p>Signed (Hirer): _____ Date: _____</p> <p>Full Name (Hirer) _____</p>				
<p>Please return this form to:</p> <p>Lynne McGrail-Allsopp, Trust Facilities Manager: <a href="mailto:lmcgrailallsopp@deyeshigh.co.uk">lmcgrailallsopp@deyeshigh.co.uk</a></p> <p>The application for this letting is ACCEPTED / REJECTED</p> <p>Signed (School): _____ Date: _____</p> <p>Name _____ Position: _____</p>				

### Appendix B

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### Terms and Conditions

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The Lettings Policy is published on the school's website. The Hirer should read and adhere to the policy.

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the 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.

#### 1. Use and Access

The premises shall only be used for the purpose and times agreed by the school. No facility must be sublet, or reassigned to any other organisation or individual. The school retains the right to access the premises at all times during the letting period. The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

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Entrance to the school will be as indicated in the approval letter. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use.

## 2. Health and Safety

The Hirer shall ensure that:

- they are aware of the health and safety section of the school's Lettings Policy (as published on the school's website);
- the number of persons present during the letting does not exceed the number agreed by the school;
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment;
- risks associated with the activity are properly controlled throughout the hire period;
- they do not rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this information to all members of their group;
- they have access to a mobile phone for emergency purposes;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident the school are informed at the earliest opportunity and the relevant form is completed.

## 3. Working with Children

For any letting which involves working with children and/or young people, the Hirer upon request must provide the school with a signed copy of their Child Protection Policy. Upon request the Hirer must also provide evidence of criminal record checks for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site. Upon request the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

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## 4. Cancellations

### By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will refund the fee to the Hirer.

### By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

## 5. Condition and Damage

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refusal sacks should be used and disposed of following the instructions of the school. The use of furniture is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

## 6. Hirer's Equipment / Car Parking

The school does not accept liability for any loss or damage for any equipment brought or left on the premises, or theft or damage to vehicles parked in any car park provided.

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## 7. School Equipment

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of the school's electronic equipment such as televisions or speakers is not allowed unless directly authorised by the school.

## 8. Public Entertainment

The premises does not have a Public Entertainment Licence. The Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

## 9. Alcohol / Gambling

The school does not permit the consumption of alcohol or gambling of any sort within the school site. Failure to adhere to this will lead to any future lettings by the hirer being revoked.

## 10. Copyright Legislation

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

## 11. Public Liability Insurance

The Hirer must hold public liability insurance for a minimum of £2m, or £5m for more hazardous activities, a copy of which must be supplied to the school.

## 12. Employers Liability Insurance

The Hirer must hold employer's liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements.

## 13. Indemnity

The Hirer agrees to indemnify the school against all damages and / or losses reasonably incurred by the school arising from the breach by the Hirer of any of the terms of this agreement.

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## 14. Advertising

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

## 15. Smoking / Use of Explosive Substances

The whole school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

## 16. Food and Drink

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the school.

## Appendix C

### Approval Letter

[insert applicant's name]

[insert applicant's address]

Dear [insert applicants name]

### Re: Hire of School Premises [insert booking reference]

Deyes High School has approved your application subject to the terms and conditions for the hire of the school's premises on [insert date], between [start time] to [end time].

The facilities which you have permission to use are:

- [List of accommodation including access to toilets, kitchen, first aid, reception as appropriate] [list of all equipment]
- The total number of persons allowed to use the space hired is ?? adults and ?? children.

Other facilities and equipment are not to be used without prior permission.

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## Payment

Attached is an invoice which covers the booking fee and refundable deposit. The invoice must be paid in full [number of days] days prior to the booking date. Please note this hire will not be regarded as booked until payment is received.

Payment can be

made by:

Cheque

[provide details here]

BACS

[provide details here]

Following the hire and once the school has made certain that the hirer is not liable for any additional charges, the deposit held by the school will be refunded using the same method as the payment.

## School Contact

On the date of the hire, the school's duty caretaker will be your main point of contact. They can be contacted on the following [supply mobile and land line number if appropriate].

Yours faithfully

Trust Facilities Manager

## Appendix D Lettings Checklist for School Staff

### 1. Process Checklist

- Send the Lettings Policy with schedule of charges, terms and conditions and booking form etc
- Completed booking form received by school
- Assess suitability of activity
- Check availability of premises / equipment / caretaker
- If the completed application is from an organisation which will be working with children / young people, the school has followed the relevant safeguarding procedures
- Calculate cost of hire
- Book letting into the diary with hirers name and contact number

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- Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit (Appendix C)
- Deposit / payment received (check school finance system)
- Check booking in diary, arrangements with caretaking staff and others where appropriate

### 2. Health and Safety Checklist

The School has informed the Hirer of the following:

- Limits on accommodation and equipment (e.g. out of bounds area)
- Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits
- Location of first aid box (if hirer not providing their own)
- Location of toilets
- Who to inform of any accidents, incidents, damage or hazards
- In the case of “repeat” bookings the person on duty will inform the Hirer of any changes

### 3. After the Booking

- Caretaking staff checked the premises for any damage
- Return deposit if everything reported to be in order

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