



Lettings Policy

ADOPTION AND AMENDMENTS TO LETTINGS POLICY

Section	Board of Directors Meeting or Committee
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Introduction

The Kingsbridge Educational Trust regards school buildings and grounds as a community asset. As such each member school of Kingsbridge Educational Trust shall, in fulfilling its role in the community, make its facilities available to various groups and individuals within the community area. As such each Local Governing Body will endeavour to maximize the use of the premises to support local families, services and the community, but with its first priority being the provision of education for each School's pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

When approached regarding a letting, the Head Teacher, advised by the Finance and Personnel Committee, will give consideration to:

- The suitability of the letting in light of the aims and ethos of the school and its standing within the community;
 - The suitability of the timing in relationship to other functions of the school; use of school premises for school functions will take priority over lettings;
 - The availability of accommodation and the suitability of the accommodation for the planned activity;
 - The negotiation of reduced rates for long-term lettings, subject to the agreement of the Finance and Personnel Committee.
- All Hirers (or potential Hirers) to note:
- Standard conditions of hire are given below and must be adhered to at all times;
 - Income derived from lettings will be retained by the school and will contribute to the school's budget;
 - Decisions as to whether to permit lettings will be made by the Head Teacher, advised by the Finance and Personnel Committee. The School reserves the right to refuse lettings for the purposes of gaming or games of chance, or where a public entertainment licence is required.

Definition of a School Letting

A letting is defined as "any use of the school premises (buildings and grounds) by either individuals or community group, or a commercial organisation". 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, Local 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.

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be initiated by completion of a school letting form, or occasionally a more formal licence or lease.

Where partnership activities are planned (e.g. between school, other local authority services and other 3rd parties), a responsible lead (if not the school) is to be identified who takes full responsibility for leadership, finance, the lettings application, safeguarding and all aspects of risk management between all parties.

Governance

The Head Teacher of the School is ultimately responsible for the management of lettings. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

A risk assessment must be conducted by the Lettings Manager for each proposed letting. Copies must be given to the Hirer and kept on file within the school.

If the Head Teacher has or is notified of any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Local Governing Body who is empowered to determine the issue on behalf of the Kingsbridge Educational Trust Finance, Audit and Human Resources Committee.

Standard Conditions of Hire

1. The Hirer shall, upon making the booking, pay the School a non-returnable deposit of 20% of the hiring fee;
2. The balance of the hiring fee shall be paid by the Hirer to the School not later than 28 days prior to the commencement of the period of hiring or by alternative arrangements agreed with the School;
3. The Hirer shall give the School not less than 7 school days' notice prior to the period of hiring of any desire to alter or cancel the booking. Refunds as set out below will not be made if 7 school days' notice is not given;
4. Where cancellation notice exceeds 7 school days a 50% refund of fees paid will be granted;
5. If the hire is cancelled by the School, the hire fee including the deposit will be refunded or an alternative booking agreed;
6. The Governing body will not accept responsibility for any loss, or other expenses howsoever incurred by the Hirer, in the event of cancellation by the School 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 gas/electricity supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer;
7. Periods of hiring which exceed 20 weeks shall be paid by termly instalments in advance at the commencement of each term or by alternative arrangements agreed with the School;
8. Each school is a designated smoke free site;
9. The Hirer shall thoroughly clean the area of the School which has been hired after the event. If any further cleaning is required as a result of the Hirer's use of the premises, the Hirer will accept an invoice for payment by the Hirer who will pay the same within 7 days;
10. The Hirer is responsible for ensuring the venue is kept litter free. Any litter found following a hire may result in an additional charge being made for staff time;
11. No bookings will be accepted from persons under the age of 18 years;
12. All charges are reviewed annually and the Hirer shall be liable for the new hiring charges should the hiring period carry on past the first day of September of any year unless previously agreed;
13. The Hirer shall, during the period of hiring, be responsible for the protection of the fabric and contents of the School, proper supervision of car-parking arrangements so as to avoid obstruction of the highway, safety from damage howsoever caused of the premises and contents, and the behaviour of all persons using the premises whatever their capacity. The Hirer shall only have access to the area(s) hired and not to any other areas of the School;
14. The Hirer shall not use nails or other fastenings that are driven into, or fixed onto any wall, partition, pillar or other fittings;

15. The Hirer shall be responsible for obtaining any licences necessary in connection with the booking. The Hirer should confirm with the School the licences it holds and provide copies to the School if so requested.
16. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performance license, and shall indemnify Kingsbridge Educational Trust against all sums of money which the trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement;
17. The Hirer shall be responsible, prior to hiring, for arranging a policy of insurance against any third party claims which may arise against his/her organisation whilst using the school premises. Public Liability Insurance must include loss of or damage to property, including the hired premises, arising out of the letting and must satisfy the school's requirements (currently £2,000,000 cover). The School is insured against any claims arising out of its own negligence. The Hirer will produce a copy of the policy of insurance when paying the balance of the hire fee;
18. Hirers who do not (and would not normally be expected to hold) their own Public Liability Insurance must ensure that they inform the school at the time of booking;
19. All organisations operating with direct contact with children and young people will be required to provide a copy of their Safeguarding Policy and Procedures and evidence of adequate supervision, inclusive of adherence to ratios and DBS checks (where appropriate);
20. The Hirer shall be responsible for the observance of all regulations relating to the premises stipulated by all authorities;
21. All persons hiring the school premises will be required to conform to the relevant current Health and Safety regulations;
22. The Hirer shall not sub-let the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises, their users, or in any way invalidate the insurance policies relating thereto;
23. The Hirer shall indemnify the Governing Body for the cost of repair of any damage done (howsoever caused) to any part of the building or any of the furniture, equipment or other items belonging to the School during or as a result of a booking;
24. The Hirer shall, if selling goods on school premises, comply with Trading Standards legislation and any local Code of Practice. In particular, the Hirer shall ensure that all goods are safe, correctly described and clearly priced. Any claims for price reductions shall be in accordance with the Code of Practice on Price Indications. A notice giving the seller's name and address shall be prominently displayed. The Hirer shall ensure they comply with all legal and other requirements;
25. The Hirer shall not discriminate in any of its activities as per the Equality Act 2010;
26. The Governing Body accept no responsibility for loss or damage to any goods, materials, clothing, etc. bought into or left on the school premises or within the boundaries of the site;
27. The caretaking staff are forbidden to allow the use of any other parts of the school buildings other than those specified on the application form;
28. The Hirer is responsible for implementing, communicating and overseeing the safe evacuation of persons attending their event/club in the event of an emergency evacuation. An adequate evacuation process must be in place prior to the commencement of the booking;
29. The Hirer is required to make their own arrangements regarding first aid facilities. Use of schools resources will not be available;

30. VAT will be chargeable if applicable;

31. The Hirer will be given copies and adhere to applicable school policies as required.

Matters for Consideration

Charges for Hire of School Premises

Lettings charges are reviewed by each Trust school annually, and agreed by the Finance and Personnel Committee. Refer to the relevant School for their charging structure.

Application to Hire School Premises

Application for hire must be made on the appropriate application form. Refer to the relevant School for their application form.