



# CLOUGHWOOD ACADEMY

## Lettings Policy

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## **1. Introduction**

The school recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so. Equally, enabling a multi-purpose use of the school building can reduce the number of incidents of vandalism and increase the income to the school through lettings. Parents and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

## **2. Our aims**

By letting our premises we intend to:

- maximise the use of the school for the benefit of the community or community groups.
- ensure that the educational use of the building is prioritised without prohibiting other users
- raise money to support the activities of the school
- pursue the extended schools' agenda
- encourage use of the facilities by organisations which facilitate the interaction of the school community with the local community.

## **3. Procedure**

When an approach is made about a letting the following procedure should be followed.

### Stage 1

1. Take details about the request in writing with contact numbers and further information as available.
2. Consult the Vice Principal (School Business Management) [VP (SBM)] in the first instance in terms of the appropriateness of the letting.
3. Check in the lettings diary to ensure that the building/grounds are not already in use.
4. Seek the advice of the Site Manager.

### Stage 2

1. Check and confirm the details of the request.
2. Invite a named person to meet with the VP (BM) to tour the premises, if required.
3. Send the booking form to the Hirer for completion and return.

### Stage 3

1. Where the application for a let is accepted, the applicant will be sent an email confirmation and will be invoiced to cover the cost of the let as appropriate.
2. Hirers will be required to present proof of their public liability insurance and to complete a risk assessment, to complete their booking.
3. Any requests for amendment to the booking must take place at least 7 days prior to the let.
4. The let is entered in the lettings diary.
5. All parties affected, e.g. Site Manager, Facilities Assistant, cleaning staff, catering staff, are informed and arrangements discussed.

### Stage 4

1. The school has priority use of the property.
2. The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
3. The school will seek to treat hirers fairly.
4. Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
5. The person signing the application form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire document.
6. The school will only allow hiring of the premises for purposes considered appropriate and suitable — the Principal will be consulted in cases of uncertainty.

#### **4. Category of letting**

There are three categories of user who, in the event of a clash, should be prioritised in this order.

1. Educational/statutory user (of direct benefit to the school).
2. Community user.
3. Commercial/private user.

The category will be decided by the Principal / VP (SBM) who will consult with the chair of the L&M subcommittee in cases of uncertainty or dispute.

#### **5. Conditions of hire**

The following are conditions of hire:

1. Hirers must have left the premises by the end of the booked period.
2. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
3. Availability of premises is negotiable.
4. The school is a no-smoking environment.
5. The school accepts no responsibility for the loss of personal property brought into or left in the premises during the let.
6. The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
7. The hirer must have sufficient Public Liability Insurance and the school will seek confirmation of this before any let is finalised.
8. The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.

9. Any additional cleaning undertaken by the school will be charged to the hirer at the appropriate rate.
10. The hirer accepts that they should familiarise themselves with relevant health and safety information.
11. The hirer must complete their own risk assessment and pass this to the school before the let can be finalised.
10. The school may withdraw access to its facilities if the conditions of the let are contravened.

Further conditions are included in the school lettings Terms and Conditions document (Appendix 2)

## **6. Lettings documentation**

The following lettings documents are available:

- list of lettings charges
- application for hire of facilities
- school lettings terms and conditions of hire
- lettings invoice
- reminder regarding lettings invoice

## **7. Scale of charges**

The L&M sub-committee will annually set the hire charge for each category of letting and will review the categories of lettings.

See Appendix 1 for current charges.

## **8. Complaints procedures**

The following comprises the complaints procedure for lets.

1. If the school has a concern about a let, the VP (SBM) or delegated representative will raise the concern with the hirer.
2. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
3. If the hirer has a concern they should talk to the VP (SBM).
4. If this concern is still unresolved, they should follow the school's complaints procedure (in writing to the Principal)
5. If a third party complains, the VP (SBM) will at first deal with the complaint and attempt to resolve the situation.
6. If this is not successful, the concern will be taken to the L&M subcommittee of the Board of Directors.

## **9. Health and safety**

The school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should take action to make the Site Manager/Facilities Assistant on duty aware of it. Hirers should familiarise people using the premises with fire and health and safety arrangements. Clear procedures are in place to ensure the health and safety and safeguarding of pupils, staff and members of the public.

The Hirer must complete a risk assessment before the let can be confirmed.

The security of the site and safeguarding of any pupils present will be a priority. Hirers will not be allowed to come into contact with pupils and will only be given the keys/fobs necessary for them to access the areas of the school identified on the booking form.

### **10. Review of Lettings Usage**

The Board of Directors will review this policy annually with a view to determining whether the policy has been successful. Measuring the success of the school lettings policy will be achieved by establishing the following:

- Are hirers satisfied with the service provided? (Evaluations to be issued to hirers.)
- Are lettings consistent with supporting the extended schools agenda and meeting the terms of the Sport England grant? (Information about number and type of lettings to be supplied to the Board of Directors)
- Does the budget benefit from lettings? Are they cost effective for the school? (Budget information to be provided by the VP (BM) to the Board of Directors)
- Are the prices adequate or in need of review? (taking into account the schools net earnings from lettings and the maintenance cost)

### **11. Linked Policies**

Other policies linked to the lettings policy include:

- Charging Policy
- Health and safety policy
- Equal opportunities policy

## Appendix 1 – Lettings Charges 2018-19

### Lettings charges April 2018 – March 2019

	Public/Community Use	Commercial Use
	(£ per hour)	(£ per hour)
<b>(i) School Facilities</b>		
Assembly Hall	28.50	42.75
Classroom	17.30	25.95
Subsequent Classroom	4.35	6.50
P.C. Suite	17.95	26.95
Sports Hall – per hour	20.00	24.00
Sports Hall – 2 hour booking	30.00	36.00
Badminton – 1 hour booking	8.33	10.00
Conference Room – full day **	80.00	80.00
Conference Room – half day **	40.00	40.00
Conference Room – per hour **	15.00	18.00
<b>(iii) Sports Facilities</b>		
Synthetic Pitch*	34.00	40.00
- Full day	100.00	120.00
- Full week	400.00	480.00
<b>(ii) On cost for Weekend letting</b>	3.95	5.90

Notes:

1. Prices exclude VAT which must be charged on bookings of 10 sessions or less in accordance with HMRC tax regulations.
2. The school does not open for lettings on Public Bank Holidays
3. Prices above are based on the fixed rate charge per hiring session to cover caretaking and cleaning costs and assume that the hirer is booking one area only. Rate reductions for 2 or more areas may apply (e.g. 2 or more classrooms hired simultaneously)
4. Use of equipment hire in main hall is at additional charge (e.g. use of sound system, use of projector/AV equipment)
5. Hirers may be invoiced for 50% of the cost of the booking in advance, the balancing 50% being invoiced on completion and payable within 30 days.

**\*Community groups that book 3 or more slots per week will qualify for a 15% reduction in the overall cost. For example, 3 different youth teams spread over different days.**

\*\*Tea, coffee and water to be charged at £1 per head + VAT

### Vehicles

## Lettings Policy

The academy's insurance does not permit usage of the owned or leased vehicles for Hire or Reward. As such no charge can be made for vehicle hire, however the school will ask for a donation when letting the vehicles to community groups or other schools. Suggested donations are:

Half day	£25
Full day	£40
Weekend	£50
Full week	£75

Any loan of a school vehicle to another organisation or individual is at the discretion of the Principal.



## Appendix 2 – Terms & Conditions of Hire

1. In this Agreement:

1.1 “the Owners” means the Board of Directors of Cloughwood Academy Trust.

1.2 “the Agent” means the Principal.

1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.

1.4 “the School Premises” means the above-mentioned School or any part of it

2. The Hirer shall:

2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.

2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.

2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.

2.4 not permit any animals to be brought onto or kept on the School Premises.

2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).

2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a *risk assessment* must *be completed* by the hirer for the activity itself and submitted to the Agent with the application form.

2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.

2.9 shall ensure that at all times good order is kept on the School Premises.

2.10 not use school equipment without the Agent’s specific consent. Any telephone calls on the school ‘phone must be paid for unless they are genuine emergency calls.

2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer’s obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.

2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.

2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.

2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.

2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use. Any additional cleaning undertaken by the school will be charged to the hirer at the appropriate rate.

2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.

2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.

2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.

2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.

2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.

2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.

2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.

2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.

2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.

2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.

2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining DBS (formerly CRB) disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.

2.27 ensure that payment is made by BACS or cheque to "Cloughwood Academy" and sent to the Agent within the terms of the invoice. The Hirer will have no right to continue to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

2.28 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer

2.29 at all times during the hiring comply with the School's security, fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction

2.30 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring (a copy of which must be returned to the school).

3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form.

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

### Appendix 3 – School Premises Hire Application Form

To the Principal of the above-named Academy:

1. I, .....

of (address) .....

telephone number/s (day time and evening) .....

hereby apply for the hire of the following parts of the premises of Cloughwood Academy:

.....

from.....am/pm until.....am/pm on.....

for the purpose of.....

(please also state if you wish to make a “block booking” and the period it will run from and to):

.....

Is this booking to continue during school holidays? YES/NO

2. I agree to pay for such hire the following sums, namely:- £

Hire charge.....

3. Not more than \_\_\_\_ persons shall be allowed on the premises during the hiring.

4. I have read, understood and agree to observe the Terms & Conditions of Hire document attached to this application.

5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

- Risk assessment for our proposed activity.
- Evidence of public liability cover in a minimum sum of £5,000,000.

6. I confirm that I have seen evidence that enhanced DBS (formerly CRB) checks have been carried out on all appropriate individuals (where applicable) and I am satisfied that based on this information they do not present a risk to children.

7. This hiring is on behalf of.....

whose authority I have to bind them by signing this application on their behalf.

Signed .....

Dated.....20

**NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.**