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Designated SLT Link: Hazel Morgan
Archway School has a duty to monitor the operation and effectiveness of policies.



Lettings Policy

1.0 Statement of Intent

The *Governance Handbook, section 6.11*, gives guidance on the control and community use of the school premises. It says that the Governing Body is responsible for deciding how school facilities are used. There are limited exceptions to this, such as:

- in a school where a trust deed transfers control to someone other than the Governing Body
- where a Transfer of Control Agreement (ToCA) has been made
- where the local authority issues directions on how school premises should be used, eg regular booking for youth or community groups, or
- where a school is needed for local or general elections

Schools can accommodate extended and community services. Examples include after-school clubs, adult education, out-of-school childcare (including breakfast clubs and holiday care), and sport and youth clubs. Some schools offer or rent out their facilities to voluntary organisations.

These arrangements can benefit schools, their students and parents, and their local communities. Schools offering extended services may benefit from improved behaviour and attendance. These arrangements can also enable schools to make the best use of their facilities, which may otherwise be underused before and after the school day and in school holidays.

The Governing Body of a maintained school has the power to provide, or enter into contracts to provide any facilities or services that will further any 'charitable purpose' for the benefit of students at its school, families of students or people who live and work in the local community. This power is in addition to Governing Body's powers and responsibilities on the control and community use of school premises.

'Charitable purposes' may cover such services and activities as:

- childcare (including before and after school and during the holidays)
- adult and family learning
- health and social services, and
- parenting support and other facilities of benefit to the local community. Examples include access to information and communication technology (ICT), or sports facilities

A Governing Body cannot engage in any activity that might interfere with its duty to promote high standards of educational achievement at the school. The Governing Body's use of the power is also subject to any limits or restrictions contained in the school's instrument of government or in its trust deed (if it has one) and to any local directions issued by the local authority regarding the control of school premises.

Lettings must cover their costs; the governing body is not allowed to subsidise non-school activities on the premises by not charging enough for them.

There is further guidance in *The Equality Act 2010*, *The Special Educational Needs and Disability Regulations 2014* and *The Children and Families Act 2014*.

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning. We recognise that the facilities could generate resources for the school. This policy sets out the criteria for making decisions on requests for use by external organisations.

2.0 Relationship to other policies

This policy should be read in conjunction with the Equalities Policy, the Health and Safety Policy, the Safeguarding Policy and the Curriculum Statement.

3.0 Roles and responsibilities of governors, headteacher and business manager

In determining whether a letting should take place

The **headteacher**, or his delegated representative, will:

- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- consider issues of political balance
- consider the implications for workload of all staff of any decisions it makes
- consider the implications of all requests received for the health, safety and security of pupils and staff

Issues that require intervention by the headteacher will be noted and reported to the Governors' Finance, Staffing and General Purposes Committee.

The **business manager** will ensure that the Site Manager and Sports Centre Manager:

- establish a booking system
- ensure that all external users, hiring the school facilities have completed the application (See Appendix)
- ensure that all users have their own public liability insurance cover to £5 million
- ensure that all hirers are invoiced on a monthly basis with payment within 30 days
- ensure charges are reviewed on an annual basis

Further References

Safeguarding Policy
Equalities Policy
Health & Safety Policy
Finance Policy
Curriculum Statement

Casual Hiring Agreement

Please ensure that any proof required is attached to this form.

It is your responsibility to also ensure that the school is provided with up-to-date copies of the following documents. If any expire, it is your responsibility to provide the school with the most up to date copy.

Insurance copy (in date)

Signed _____ on behalf of _____

Date _____

Casual Hiring Agreement

Application form for hire of:

Sports Hall/Room/ Hall/ Pitch/Field/Changing Room/ Shower Facility/Kitchen Facility/Swimming Pool

School Name

Archway School

Dates of use

Hours of use

Purpose of Hire

Applicant's Name

Applicant's Address

Applicant's Telephone Number

Agreed Hiring Rate

£

Total Charge

£

Hirer's insurance @ 10% of hiring fee
To be paid on receipt of invoice

£

Any special requirements

Smoking is not permitted anywhere on the premises

APPLICATION

- All communication for the hire of the premises must be returned to the Site Manager/Sports Centre Manager of Archway School
- The Hirer shall not sub-let or part with possession of the school or any part thereof
- The school may require further information concerning any application for the hire of the premises

APPLICANT

- The Applicant who signs this form must be over 18 years of age and shall be responsible for all payments and terms of hire.

FEES AND DEPOSIT

- The hiring fee shall be paid to Archway School on receipt of invoice.
- Special arrangements may be made for payment for multiple bookings at the discretion of the Head Teacher.
- Paying a deposit does not limit liability of the Applicant.
- Charges may be liable to be increased at the school's discretion at any time.

CANCELLATION

- If the Hirer cancels or postpones an engagement of the School by not less than 28 DAYS notice in writing, half-fees will be forfeited, and if less than 28 DAYS notice is given, full fees will be forfeited.
- If sufficient notice is given the fees may be refunded but a fee may be retained to cover administration costs.
- The Head teacher must receive a letter of cancellation before a booking can be cancelled.
- The Head Teacher reserves the right to cancel this hiring (or some part of it) without notice in the event of the premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee and the refund shall be the limit of liability for such a cancellation.
- The School will not be responsible for any loss or damage suffered by the Hirer or any other person in the event of the accommodation not being available by reason of war, civil commotion, force manoeuvre, strike or any other industrial action, accident, natural disaster or other like cause.
- The School may in such event, at its discretion return any fees paid, but will not pay any other compensation in respect, of such loss or damage. The decision of the School as to whether or not the accommodation is available within the meaning of this Clause shall be final and binding on the Hirer.

PERMISSION TO USE THE PREMISES

- The Applicant may use the premises for the purposes stated above and no other purposes on payment of the hiring fee, insurance supplement fee (if applicable) and acceptance of the terms of this permission.
- The school reserves the right any time to postpone a letting if it requires the use of the school for its own purposes or for circumstances beyond its control.
- In the event of the premises not being vacated by the agreed stated finishing time, a charge of £20 per hour will be implemented.
- It should not be assumed that a booking ensures exclusivity in any area although every reasonable step will be taken by the School to ensure any private function is not disturbed.

APPLICANTS UNDERTAKINGS

The Applicant shall:

- Follow all statutory requirements in respect of safeguarding, including DBS checks where required.

- Be responsible for the premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction.
- Take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- Prevent the premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity.
- Prevent damage to any part of the premises which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the premises connected with the hiring.
- In the event of any damage to the premises connected with the hiring to pay to the Head Teacher on demand the costs of any such repair and any loss of income resulting from the premises not being used which is attributable to the damage.
- Not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the Head Teacher.
- Not bring any equipment (e.g computers, sports, music PA) whatever nature on to the property except with the prior written consent of the Head Teacher. Agreement to be made at the time of booking.
- Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the Head Teacher has been obtained and all legal requirements are met in full.
- Obtain any necessary consent and comply with all regulations connected with the permitted use of the premises (for example, copyright, performing rights licensing and gaming laws fire and health and safety requirements).
- Indemnify the Council/School/Head Teacher of premises from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with any breach of the terms of this permission provided that such indemnity shall not apply to the extent that such actions proceedings costs claims and demands or other liability are directly caused by the acts or omissions of the Head Teacher or their employees servants or agents (but not contractors).
- The Applicant confirms that s/he is insured in the minimum sum of £5 million in support of this indemnity and produce to the Head Teacher evidence of such insurance. (but see Hirer's liability below)
- Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Head Teacher in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of the Head Teacher's liability.
- Prevent smoking on any part of the premises.
- Observe any security requirements for the use of the premises as the Head Teacher may specify.
- In order to comply with Safety Regulations NO form of GAS CYLINDERS will be permitted in the building. It shall be lawful for the school's representatives to remove or to have removed from the premises any said items not complying with the Regulations
- It is the Hirers responsibility to ensure that the all facilities used are returned to the condition they were found in (this includes the collection and disposal of litter and stacking of chairs). The premises are to be left in a clean and tidy condition and securely locked (if appropriate)
- The Hirer shall take every care to ensure that no undesirable person is permitted to enter or remain in the premises or otherwise make use of the accommodation, and shall be responsible for good order and conduct during the term of the engagement.
- The Hirer shall not permit the Exit Doors or Corridors to be interfered with or otherwise obstructed in any way.
- Except with the prior written consent of the School: -

- No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements on the premises.
- No decorations, flags or emblems will be permitted, unless by prior consent of the School and they are made of the approved standard flame retardant fabrics.
- Posters or placards will be permitted only at the approved places and the name of the Hirer shall be placed in a prominent position on all bills and advertisements announcing meetings or entertainment's in the School. A copy of all posters and advertising information should be forwarded to the Head Teacher prior to circulation.
- No nails, tacks, screws or similar objects shall be driven into the stage, walls, floors or any other parts of the School building.

DAMAGE OR LOSS ARISING FROM HIRE

- The Hirer shall meet the cost of making good any damage to the building, goods or other property either of the School or of any other person caused during the period of, or arising in connection with, the hiring, (except such damage caused or arising from the act of the School or its servants or agents).
- In the event of any damage arising from the hiring, the Hirer will be notified at the first opportunity and if reasonable and possible, given the opportunity to inspect the damage.
- The School will not accept for safe-keeping from any person any article or property which may be left on the premises during or after a function has finished and the responsibility for such safe-keeping will devolve upon the Hirer.
- The School will not be responsible for any loss or damage to person or property arising during or in connection with the hire other than such loss or damage for which the School may be legally liable.

CARS & OTHER VEHICLES

- The Hirer shall ensure that no car or vehicle used in connection with or in attendance at the hire is parked in an unauthorised or dangerous position, and that any instructions given by the School in regard to parking are strictly observed.
- Those attending the hire are responsible for the safety of their vehicles and the contents thereof, and the School will not in the absence of liability accept responsibility for any loss or damage caused to vehicles or their contents during or in connection with the hirer
- NO VEHICLE shall under any circumstances block access to the entrance of the school as this is the only Emergency Service access

HIRER'S LIABILITY

- Organisations and individuals who do not have suitable insurance can, as an extra to the hire charge, take out temporary cover for duration of booking. (see application form)
- This liability cover is not available to business or political hirers or schools who do not obtain insurance c/o GCC.
- Where no hiring fee is charged the 10 % premium must be based on fee that would normally be charged for such a booking.

GENERAL

- The Head Teacher gives no warranty that the premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- The Head Teacher and all persons authorised by the Head Teacher has the right to enter the premises at all times.
- The hiring does not grant any interest or estate in the premises.
- The Hirer shall have the use of the accommodation for the period and purposes stated on the booking form only, and he or she will be responsible for ensuring that the premises are vacated by the finishing time stated on the Form at the time of booking, or as subsequently amended.
- All amendments must be agreed in writing with the Head Teacher.

DECLARATION

I have read and fully understood the conditions of hire, copies of which are retained by me, and I agree to abide by and conform to the same.

I further understand that I must return this form to the above address by _____ for this booking to be retained.

An invoice will follow on the return of the completed form. Full payment must be made before hiring can take place.

I _____ (Print name) accept the above terms of hire.

SIGNED _____ (Applicant) _____ Date

_____ School holds the right to amend this policy without prior agreement with the hirer. Any changes will be passed on to the hirer within one month of the amendment.