



LETTINGS POLICY

Audience	All Staff, Governors & Public
Date for renewal/updates/review	March 2022
Named person responsible for monitoring	Business Manager
Agreed by Finance and Premises Committee	March 2019

Purpose and Background

The Academy site is used regularly by a wide variety of organisations, particularly outside normal lesson times. Charges may be levied for the use of the site. This policy determines the guidelines for lettings.

Policy Objectives

The Sir William Ramsay School aims to ensure the use of the academy's facilities to the fullest potential and in keeping with the articles of association of the academy. It is intended that the premises and sports facilities are available firstly, for the benefit of our learners and secondly, for the benefit of the local community. The Governors reserve the right to refuse a letting at their absolute discretion.

Aims

- To ensure that lettings are in keeping with the fundamental purpose of the academy.
- To ensure that lettings are not in conflict with any of the academy's core values.
- To support community involvement in the life of the academy.
- To support the community in sporting, cultural and educational pursuits.
- To be consistent with the academy's equal opportunities policy.
- To maximize the commercial opportunity for lettings.
- To ensure costs are fully calculated and covered.
- To provide a professional service to users of the academy 's premises and ensure good customer care.
- To monitor the maintenance of the high standards of the premises and grounds.

Responsibilities

Overall responsibility for academy lettings is held by the Governing Body who monitors the policy through the Finance, Premises, Health & Safety Committee. The Governors delegate the day-to-day decision-making in respect of lettings to the Headteacher who may wish to delegate this responsibility further to appropriate academy staff. The Headteacher and staff will arrange for the necessary contractual, accounting and administrative procedures in accordance with National regulations.

The scale and method of charging shall be determined and reviewed at least annually by the Headteacher and Business Manager.

A copy of the lettings agreement is attached and forms part of this policy. All hirers will be required to sign the academy's lettings agreement.

The academy's Health and Safety Policy and Procedures safeguard the welfare of users of the academy site.

Lettings Manager Responsibilities

- To manage the day-to-day lettings of the premises and ensure effective communication between all parties concerned.
- To maintain accurate records for inquiries and bookings.
- To maintain a booking calendar.
- To maintain effective contact with hirers.
- To inspect insurance documentation.
- To consult with the Business Manager and/or Premises Manager wherever appropriate.
- To raise invoices and keep track of payments.

Duty Site Staff Responsibilities

- To ensure facilities are as required by hirers.
- To monitor all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use.
- To provide a professional service to users of the academy's premises and ensure good customer care. To keep the Premises Manager is informed as necessary.

Teaching Staff Responsibilities

- To liaise with the Lettings Manager to ensure communication of any events/ bookings arranged after school or the extended day.

Charges

All charges are to be reviewed annually and set at a commercially viable rate. The scale of charges is to be recommended by the Business Manager to the Finance, Premises, Health & Safety Committee and agreed by them.

Hirers will be expected to pay the charge in full in advance of the letting taking place. Where agreements cover a full year, payment is expected at the end of each calendar month.

Staff requests

If a staff member, or immediate relative of a staff member, wishes to hire a facility a reduction of 50% of the total charge will be offered.

Exemptions

It is the policy of Sir William Ramsay School not to hire its premises for the use of private parties including birthdays, engagements and weddings or to any body or organisation espousing values, objectives or policies that are in conflict with any of the academy's core values.

Bookings

Requests for booking the facilities are made directly to the academy. Whilst every effort is made to accommodate all requests, the academy and current hirers will be given priority. When considering bookings, the academy will consider the nature of the event and organisation, site supervisor availability, the number of other lettings at that time and the suitability of our accommodation. All lettings must be considered appropriate for the academy.

The academy will inform hirers at the beginning of each term about events at the academy that may affect the bookings. The academy is committed to avoiding cancellations and will always strive to offer an alternative and suitable area should an issue occur.

Health & Safety

No smoking is allowed on site. The academy has a responsibility to work within the framework of the law; however, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers must ensure compliance with the academy's Health and Safety policy and procedures and ensure all risk assessments are completed by a competent person. Hirers are responsible for arranging all first aid provision for the members of their organisation. The academy telephone system should ONLY be used in the event of an emergency. All incidents, accidents and near misses must be reported to the Lettings Manager within 24 hours, with a report submitted if requested.

The academy reserves the right to cancel any letting where the hirer fails to comply with health and safety issues (see Conditions of Hire information).

The Hirer must ensure equipment, materials and resources brought onto site comply with the necessary regulatory standards. This will require the Hirer to ensure that all equipment inspections are undertaken and evidence of such inspections is available if requested by the academy. The academy requires every electrical item used to have a PAT certificate.

All lettings are run in accordance with the academy Health & Safety procedure. Therefore, the capacity of some spaces may range depending on the activity taking place. Purpose for hire will be discussed at time of booking and any restrictions put in place must be followed.

Upon arrival, the Hirer must report any safety concerns immediately to the Duty Site Staff. Should concerns or question arises during the course of tenancy, these must be reported immediately to the Duty Site Staff and/ or Lettings Manager.

Safeguarding

All hirers who provide activities for children and young people are required to provide evidence of a current DBS (CRB) certificate.

Complaints Procedure

In the event of a hirer being dissatisfied with the facilities or service, the academy will investigate in line with the Complaints Policy.

Facilities

The following facilities are available for hire:

- Hall with stage and seating for maximum of 220 (or 300 if the tiered seating is used)
- Hardcourts (currently unlit)
- Sports fields
- Sports hall
- Meeting Room
- Library (available if the nature of the letting is appropriate)
- Dance studio
- Drama studio

School Letting Agreement

The School: Sir William Ramsay School
The Hirer:
Address:
Telephone:
Email:
Areas of the School to be Used:
Specific Nature of Use:
Maximum Attendance:
Details of any School Equipment to be Used:
Date(s) of Hire:
Period(s) of Hire:
Fee (specify per hour or per session): £

- The School agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, in return for the payment of the fee specified.
- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

I have read and understood the conditions required of me as Hirer:

Name:	
Signature:	
Date:	

TERMS AND CONDITIONS

FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. 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.

Priority of Use and Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Finance, Premises and Health & Safety may monitor activities from time to time.

The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the School, to comply with the Disability Equality Scheme. Access to the School’s toilet facilities is included as part of the hire arrangements.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall not sub-let the premises to another person.

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the ‘Letting Request Form’.

Status of the Hirer & Safeguarding of Children & Young People

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 hire 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.

The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organization/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure & Barring Service (DBS). If a particular letting involves contact with the School’s pupils, all personnel involved must have a DBS certificate.

If the Hirer has children under the age of 18 attending their event, they must supply the School with a copy of their current DBS certificate.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

Policies

The Hirer will be given copies and adhere to School policies eg. Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety.

Charges and Cancellations

Hire charges are reviewed annually and the current charge is set out in the **Hire Agreement**. The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 14 days' notice, in writing, either way is given. Failure to do so will result in the hire charge being incurred. It is the Hirer's responsibility to notify all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Conclusion of the Letting / Contract termination

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost will be charged.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Damage, Loss or Injury

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. The Hirer "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event", and liability insurance is therefore recommended. A risk assessment must be conducted for each hiring/ activity.

The Hirer warrants to the School 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 minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The School will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. 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, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

First Aid Facilities

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

Food, Smoking, Drink & Drugs

No food or drink may be prepared or consumed on the property without the direct permission of the School, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises is a non-smoking area, and smoking is not permitted.

Health and Safety

The Hirer must comply with the Health and Safety policies and procedures of the School. A risk assessment must be conducted for each hiring/ activity. The Hirer must nominate a competent person responsible for managing and implementing the necessary safe systems of work.

The Hirer must ensure compliance with The School's fire safety practices and procedures as outlined in site fire risk assessment. They must ensure that a COSHH register or fire risk register is available should it be requested by the School.

The Hirer must identify if additional fire safety procedures are required, for which they will be required to risk assess and implement and ensure all risk assessments are completed by a competent person.

Upon arrival, the Hirer must report any safety concerns immediately to the nominated contact. Should concerns or questions arise during the course of tenancy, these must be reported immediately to the nominated contact.

The Hirer must ensure equipment, materials and resources brought onto site must comply with the necessary regulatory standards. This will require the Hirer to ensure that all equipment inspections are undertaken and evidence of such inspections is available if requested by the School.

The Hirer must report all incidents, accidents and near misses to the School nominated contact within 24 hours, with a report submitted if requested. The Hirer must comply with any incident investigation conducted by the School and subsequent notification to authorities.

Licenses

The Hirer shall be responsible for obtaining any licenses necessary in connection with the booking. The Hirer must confirm with The School the licenses it holds.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the School. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

Vacation of Premises

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

In the event of an emergency, occupants must leave the school by the nearest exit and assemble on

Car Park. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Leaving of Premises/ Trips/ Transportation of Young People

The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts). The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult:child ratios and supervision arrangements.

The Hirer shall, during the period of the hiring, be responsible for proper supervision of car-parking arrangements so as to avoid obstruction of the highway and impact on property's neighboring to the School.

Checklist

In addition to the items listed above, the following may be a useful checklist, although does not necessarily cover all eventualities:-

Responsibility of School

The role of the Lettings Manager will include:-

- Establish mechanism for evidence that DBS certificates are up to date and appropriate.
- Ensuring appropriate risk assessments are completed, (in consultation with Facilities Manager)
- Explaining fire procedures & fire risk assessments
- Up to date policies given to hirer (Complaints Policy, Equality, Disability & Diversity Policies, Health & Safety)
- Signed copies of Lettings Agreement kept on file

The role of the caretaker will include:-

- Communicating out of hours arrangements
- Arrangements for school closure
- Arrangements for keys and alarms in their absence
- Checking switching off technical equipment
- Checking fixtures & fittings before and after the letting

Responsibility of Hirer

The Hirer will:-

- Ensure Public Liability Insurance has been arranged for all activities
- Complete risk assessments, for both lettings and activities out of the premises,
- Ensure adequate supervision, ratios and up to date and adequate recruitment and vetting checks, and ensure arrangements to liaise with the school on these matters where appropriate.
- Take responsibility of tidying up, reporting and paying for damages, switching off electrical items,
- Make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.
- Read policies given to hirer and follow procedures accordingly, (to include Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety).
- Ensure the insurance and quality of additional resources brought in,
- Take into consideration Disability Equality,
- Establish register of emergency contacts
- Notify the school of any changes in role, staffing, responsibilities, absence etc.
- Inform the school of any car parking requirements
- Encouraging all hirers wherever possible to obtain pre- payment for small value services.