



# Holly Grove School

## Lettings Policy

Last Updated: Autumn 2023

Approved by Governors: November 2023

Review date Autumn 2024

## **Introduction**

The Governing Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Board 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.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises

## **Definition of a Letting**

A letting may be defined as 'any use of the school premises (buildings and grounds) by a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of Weight Watchers)'. 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 a staff meeting, parents' meetings, Governing Board meetings, Charity activities or extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Cost arising from these uses are therefore a legitimate charge against the school's delegated budget.

## **Administrative process**

Organisations seeking to hire the school premises should approach the Headteacher/School Business Manager who will identify their requirements and clarify the facilities available. A School Letting Request Form should be completed at this stage. The governing board has the right to refuse any application it may choose and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by the Headteacher, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the **Hire Agreement**. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the governing board's current scale of charges.

For long term lettings the application form and hire agreement will be reviewed on an annual basis.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

## **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.

#### **Status of hirer**

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.

Persons may have to undergo, at the discretion of the governing body, a criminal records check via the DBS (Disclosure and Barring Service). If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check in accordance with DfE guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a terms notice in advance to ensure that the checks are carried out in time. Any costs incurred by the school in obtaining DBS clearance must be met by the hirer.

Any adults working with the school's pupils (for example at an after school sports clubs) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

#### **Priority of Use**

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

#### **Attendance**

The hirer shall ensure that the number of persons using the premises does not exceed that for which the applications was made and approval given

#### **Public Safety**

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. The hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and where applicable – the hirer must adhere to the correct adult / pupil ratios at all times

#### **Own risk**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so at their own risk.

## **Insurance**

The hirer must have appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to person (including 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 £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises

All hirers must comply with Health and Safety Legislation

## **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.

## **School equipment**

Permission to use school equipment must be sought prior to use. 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

## **Electrical equipment**

Any electrical equipment brought by the hirer onto the school site MUST comply with the LA code of Practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application

## **Car parking facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

## **Toilet facilities**

Access to the school's toilet facilities is included as part of the hire arrangements

## **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 school's resources is not available.

### **Fire regulations**

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and firefighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services.

### **Food and drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Intoxicating Liquor and Drugs**

No intoxicants shall be brought on to or consumed on the premises without the prior consent of the governing body (or its representative).

### **Smoking/vaping**

Smoking or vaping is not permitted anywhere on school premises including outside areas.

### **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 Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Subletting**

The hirer shall not sub-let the premises to another person.

### **Charges**

Hire charges are reviewed annually and the current charge is set out in the letting request form. At the discretion of the Headteacher a bespoke rate may be agreed where the user of the pool is another special school who do not have a hydro pool and use of the pool is during the school day. Use outside the school day will be subject to the commercial rate.

### **Variation of scales of charges and cancellations**

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 7 days' notice either way is given. It is the hirers responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Arrangement for the payment of each letting will be agreed in advance with the hirer concerned.

## **Security**

The governing board will determine if a nominated person from the school is required on-site when the premises are being used. If not, a responsible person must be on call to act as the key-holder. If no suitable person can be found, then the letting may not be allowed or may be cancelled. Only allocated / named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the governing board of the school. The cost of any security and cleaning of the premises after its use will be included in the charge for the letting.

## **Right of access**

The governing board reserves the right of access to the premises during any letting. The Headteacher, School Business Manager or members of the governing board from the may monitor activities from time to time.

## **Conclusion of the letting**

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 may be charged.

## **Vacation of the 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 the paved area at the front of the campus keeping well away from the building. The hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office (if available) in the event of an emergency. It is important that the hirer has a working mobile phone on their person at all times for emergency use should the school office not be available. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **Promotional literature / newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the hirer.

## Conditions of Use (General)

1. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
2. The Governing Board will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Board.
3. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Headteacher, School Business Manager or Administration Assistant. However, the Governing Board reserves the right to refuse any lettings it may choose.
4. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
5. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
6. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
7. All hirers must comply with health and safety legislation.
8. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place.
9. The School reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
10. The letting must be correctly supervised by the hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover.
11. **Multiple Lettings:** all accounts are payable within 28 days from the date of the invoice. The school reserves the right to refuse the hirer subsequent admission to the premises if the account remains unpaid after this period.  
**Single Lettings:** payment for single lettings must be made to the school before the commencement of the letting.
12. If a letting over-runs the time booked, an additional charge will be made.
13. The school reserves the right to amend the charges giving 28 days notice.
14. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health & Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the emergency services and the Headteacher that all group members have been evacuated safely.
15. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.

## Conditions of Use of the Hydrotherapy Pool

### It is essential that all pool hirers acquaint themselves with a copy of the Pool Safety Operating Procedures and comply with these at all times.

- Before using the pool for the first time you will need to arrange an appointment with the Head Teacher of Holly Grove School or his/her representative to familiarise yourself with our safe working practices.
- Failure to follow these procedures may lead to the hirer being disbarred from using the Pool.
- Spot checks will be carried out from time to time to ensure compliance with the procedures.
- The school reserve the right to refuse an application for the hire of the pool.
- In case of cancellation with less than a week's notice the hirer will be liable to pay the full amount of the hire charge unless a week's notice is given.
- If the school have to close the pool for any reason we will endeavour to inform the hirer as soon as possible. No charge will be made for any sessions cancelled by the school or by the facilities management company Equans.
- Hirers should sign in at Holly Grove Reception (or if outside school hours, with the site caretaker) and will be billed in arrears at the end of each term or as agreed by the Headteacher or School Business Manager.
- The hirer will be liable for any costs incurred through having to clean the pool or changing areas caused by the use or negligence of the hirer or his or her clients.
- Hire charges will still apply if there is a closure of the pool due to an incident/accident whilst being used by the hirer. The full charge will apply whether the closure affected the session in full or in part.
- The hirer must have access to their own mobile phone in order to ring for the emergency services, should the need occur.
- The hirer must provide at their own expense during the period of hire of the hydro pool, suitable and sufficient lifeguard personnel and supervisory personnel as based on the guidance of the Health and Safety Executive in their booklet "Managing Health and Safety in Swimming Pools" and Holly Grove's 'Pool Safety Operating Procedures'

A distinction is drawn between:

- Emergencies arising from the activities of the group using the pool – this is the responsibility of the hirer and his/her representative, including the behaviour of the group
- Other emergencies (structural or power failures, etc.) – are the responsibility of the Campus / Site Caretaker. During school hours' faults should be reported to the school office. Outside school hours assistance is available from the site caretaker



## Scale of Charges 2023/2024

	<b>Rate per Hour</b>	<b>Rate per Day</b>
Letting of Classroom	£.....	£ .....
Letting of School Hall	£.....	£ .....
Letting of Hydrotherapy Pool	£50.00 plus VAT	N/A
Letting of Sensory Studio	£.....	£ .....
Letting of Soft Play Room	£.....	£ .....

If s Caretaker is required, then current overtime rates will be paid as applicable

If opening / closing is required, current rates will be applied to the hirer and included in the fees.