Hayes School
(Part of the Impact Multi Academy Trust)

Policy Document

Policy Name: Lettings Policy
Date of Last Review: Spring 2019
Date of Next Review: Spring 2020
SLT Responsible: Business Manager
Lettings Policy

1. Introduction
School premises may be let out to provide a source of income. Provided that there is no interruption to, or curtailment of school use of the premises, part of the school buildings and grounds may be let to outside hirers before or after the end of the school day, at weekends and during the holidays in order to:

- Raise income for the school
- Better integrate the school into the local community
- Satisfy some of the needs of local individuals, groups and organisations;
- Increase the use of facilities which are, of necessity, under used by the school.
- Provide additional opportunities which may be of benefit to members of the school community.

The Governing Body will determine how the school premises are used both during and outside school hours and must have regard to the desirability of making the premises, including sports facilities, available outside school hours to the local community. However the school must have priority use of the premises at all times.

The Site Manager is responsible for all lettings and will keep detailed records of each letting application.

2. Guidelines
- The Governing Body can apply to the Sports and Arts Councils for funding, including National Lottery funding, for sports and arts facilities which the community can use.
- Candidates in parliamentary and local elections have rights to use school rooms for public meetings when they are not being used for educational purposes, or if the premises are not under a lettings agreement. The Returning Officer may use school rooms at any time for an election rent free, but must pay the school for any costs incurred.
- The Governing Body can enter into Transfer of Control Agreements (TofCAs) by which it can share control of the school premises with another body or transfer control to it. The Governing Body must get the Secretary of State’s consent before entering into a TofCA which transfers control of the premises to another body during school hours.
- The scale of charges for lettings and/or for the use of facilities must be approved by the Governing Body.
• A damage retention charge may be made for certain events. This refundable charge is to be paid in addition to and at the same time as the letting charge.

3. Health and Safety
The requirements of the Health and Safety at Work Act 1974, and other legislation including, in particular, the Management of Health and Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984 apply to lettings. It is important that any hirers are made aware of this and of any relevant sections of the local health and safety policy and that they agree to comply with any safety and security requirements therein, and the conditions of use (see Appendix 1).

4. Safeguarding & Child Protection
Where the school facilities are being let to organisations providing activities for children and young people the school will require the following:

• Confirmation that the organisation has an appropriate child protection procedure and policy in place. A copy must be provided to the school prior to the commencement of hire of the premises.
• Confirmation that the organisation has a complaints procedure and policy in place. A copy must be provided to the school prior to commencement of hire of the premises.
• Confirmation that individuals carrying out the work are suitable for working with children and young people. Organisations are responsible for and obliged to carry out all relevant checks on all individuals who are currently employed or volunteer to provide services to children and young people on the school premises or any employee or volunteer who is appointed in the future. (The organisation is required to keep and maintain records of checks carried out and to allow inspection of these records by the school)

5. Disclosure and Barring Service (DBS)
Hirers and Sports Coaches using school facilities for activities involving children and young people (including children not from Hayes School) are required to supply the following on company headed paper for the person responsible for the hire of the premises and all employees or volunteers who are engaged in activity on the school site:

• Full Name(s)
• Date(s) of Birth
• DBS number(s)
• Date(s) of Clearance
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- Confirmation that individuals are not barred or restricted from working with children or disqualified under the Childcare (Disqualification) Regulations 2009 and the Childcare Act 2006.

Organisations letting the facilities during the school day will be required to sign in at Site Office/Reception and to wear an ID badge/lanyard at all times on site.

The school will ensure that the purpose of individuals and organisations letting the school facilities is appropriate and does not compromise the ethos and values of the school or British values.

6. Evaluation  
This policy will be reviewed annually by the Leadership, Management & Resources committee.

7. Procedure  
- Initial enquires are routed to the Site Manager, who checks for availability of the school accommodation required and the suitability of the activity it is required for.
- The Site Manager will inform all Lettors that they must have a complaints procedure to deal directly with any issues from parents/carers. A copy must be provided to the school.
- If the accommodation is available and the activity is suitable, a booking form and a list of hire charges are sent to the enquirer with a covering letter from the Site Manager asking for insurance information and, if applicable, information about obtaining a Public Entertainments License.
- On receipt of both the completed application and indemnity forms, the letting may progress at the discretion of the School Business Manager. If the letting is not to take place the applicant should be advised in writing.
- If the letting is approved, the Site Manager notifies the Finance Manager and passes over a copy of the letting form.
- The Finance Manager then raises and sends an invoice requesting payment in advance of the letting.
- Outstanding payments are to be brought to the School Business Manager's attention at the end of each month.
- Any write-offs must be authorised by the Principal.
- The Governing Body of Hayes School reserve the right to withdraw use of the school facilities where regulations are not followed.
Charges for Rooms and Facilities – scale of charges at September 2018

Classrooms £15 per hour  
Practical Rooms £20 per hour  
Sports Hall £45 per hour  
Dance Studio £25 per hour  
Drama Studio £20 per hour  
Multi Purpose Hall £30 per hour  
Astro Pitch £50 per hour  
Main Hall** £40 per hour  
Dining Room Area and Servery £15 per hour  

**Additional costs of £10 p.h. may be charged for lighting and sound equipment

- Lettings charges are to be paid in advance.
- Over-runs will be charged at double rate and will be due immediately.
- The maximum period for any letting contract is limited to twelve months.
- If the total use of the premises is less than 5 hours there will be a surcharge of £15, between 5 and 8 hours the surcharge will be £10. If hired on a Saturday night or Sunday afternoon, the surcharge will be £25.
- A cancellation charge will be made in the event of inadequate notice being given. Lettings are to finish promptly at the agreed time.
- A cleaning cost may be charged depending upon the nature of the event. The Site Manager is to use their discretion in this regard.
- Any damage retention charge made is payable at the same time as the letting charge; this charge is refundable in full if there is no loss or damage.
- The Site Manager may reduce the above fees in special circumstances, when authorised so to do by the School Business Manager or Principal. The reason for any reduction is to be documented in the Site Manager’s lettings record. The main reasons why reductions will be authorised fall into the following categories:
  - Reciprocal arrangements with local clubs
  - Lettings which promote good public relations and community links
  - Long established lettings with local clubs
  - Regular lettings, where annual fees are paid up-front

Appendix 1 – Conditions of Use
1. All hirers must apply on the official Application for Use of Premises form.
2. Hirers/coaches are required to supply the following information on company headed paper for all individuals employed or voluntarily engaged in activity on school site:
   - Full name(s)
   - Date of Birth(s)
   - Disclosure and Barring Service Number(s)
   - Date(s) of clearance
   - Confirmation that individuals are not barred or restricted from working with children or disqualified under the Childcare Disqualification Regulations 2009 and the Children Act 2006.

3. Organisations involved in providing regular paid activities will be required to provide a copy of their complaints policy/procedure.

4. Organisations providing activities for children and young people will require an appropriate child protection policy/procedure and must provide a copy to the school.

5. The hirer will ensure that they and any of their staff will be appropriately dressed and be mindful of modelling appropriate language and behaviour.

6. Any activities must not incite hatred, violence or call for breaking the law.

7. The hirer is not permitted to encourage, glorify or promote acts of violence or terrorism, or individuals or groups involved in these acts.

8. The hirer must not insult or denigrate any group, faith or belief.

9. All hirers must pay the hire charge in advance.
   - The hirer will pay a deposit to cover any additional charges that may be incurred as a result of the let. This deposit will be returned to the hirer if no additional charges are incurred.

10. All hirers must adhere to the licensing laws – no alcohol may be sold unless a temporary events license has been previously obtained.

11. Hayes School is a no-smoking zone. No smoking is allowed anywhere on the school premises, including the grounds.

12. All hirers must leave the premises in a neat and clean condition. All rubbish must be cleared and removed from the site. Furniture/equipment moved by the hirer must be returned to the correct place.

13. Any damage or breakage must be paid by the hirer. Any damage or breakage must be reported to the duty caretaker at the time of the incident.

14. Hirers are responsible for the supervision and conduct of all persons attending the function. Use of areas and/or equipment other than those hired is not permitted.

15. Hirers are advised to have insurance cover for loss or damage to property and persons.

16. We reserve the right to levy a reasonable charge for administration and loss of possible hire to any hirer who cancels a booking once a firm booking has been received. This charge will not exceed 20% of the original hire charge.
17. We reserve the right to levy a charge for any time that the hirer occupies the premises over and above the time that has been booked and paid for. This charge will not exceed 50% of the original hire charge.