



# Lettings Policy

**ADOPTION AND AMENDMENTS TO LETTINGS POLICY**

<b>Section</b>	<b>Board of Directors Meeting or Committee</b>
Whole Document	FAHRCT -29 <sup>th</sup> April 2021
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	Next review: 2026/2027

## Introduction

The Kingsbridge Educational Trust regards school buildings and grounds as a community asset. As such each member school of Kingsbridge Educational Trust shall, in fulfilling its role in the community, make its facilities available to various groups and individuals within the community area. As such each Local Governing Body will endeavour to maximise the use of the premises to support local families, services and the community, but with its first priority being the provision of education for each School's pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

When approached regarding a letting, the Headteacher, advised by the Finance and Personnel Committee, will give consideration to:

- The suitability of the letting in light of the aims and ethos of the school and its standing within the community;
- The suitability of the timing in relationship to other functions of the school; use of school premises for school functions will take priority over lettings;
- The availability of accommodation and the suitability of the accommodation for the planned activity;
- The negotiation of reduced rates for long-term lettings, subject to the agreement of the Finance and Personnel Committee.
- Standard conditions of hire are given below and must be adhered to at all times;
- Income derived from lettings will be retained by the school and will contribute to the school's budget;
- Decisions as to whether to permit lettings will be made by the Headteacher, advised by the Finance and Personnel Committee. The School reserves the right to refuse lettings for the purposes of gaming or games of chance, or where a public entertainment licence is required.

## Definition of a School Letting

A letting is defined as "any use of the school premises (buildings and grounds) by either individuals or community group, or a commercial organisation". 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 staff meetings, parents' meetings, Local Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be initiated by completion of a school letting form, or occasionally a more formal licence or lease.

Where partnership activities are planned (e.g. between school, other local authority services and other third parties), a responsible lead (if not the school) is to be identified who takes full responsibility for leadership, finance, the lettings application, safeguarding and all aspects of risk management between all parties.

## Governance

The Headteacher of the School is ultimately responsible for the management of lettings. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

A risk assessment must be conducted by the Lettings Manager for each proposed letting. Copies must be given to the Hirer and kept on file within the school.

If the Headteacher has or is notified of any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Local Governing Body who is empowered to determine the issue on behalf of the Kingsbridge Educational Trust, Finance, Audit and Human Resources Committee.

## Standard Conditions of Hire

1. The Hirer shall, upon making the booking, be required to pay the School the full amount of the hiring fee in advance;
2. The Hirer shall give the School **not** less than seven school days' notice prior to the period of hiring of any desire to alter or cancel the booking. Refunds will not be made if seven school days' notice is not given;
3. If the hire is cancelled by the School, the hire fee paid will be refunded in full or an alternative booking agreed;
4. The School and Local Governing Body do not accept responsibility for any loss, or other expenses howsoever incurred by the Hirer, in the event of cancellation by the School or Local Governing Body of the letting as a result of circumstances beyond its control (including without prejudice to the generality of the same industrial action by its employees, or others e.g. oil shortage, failure of gas/electricity supply, closure due to weather events). The decision of the School or Local Governing Body as to whether a letting should be cancelled shall be binding on the Hirer;
5. Each school, including the car park, is a designated smoke free site; this covers both cigarettes and all vaping devices;
6. The Hirer shall thoroughly clean the area of the School which has been hired after the event. If any cleaning is required as a result of the Hirer's use of the premises, the Hirer will accept an invoice for payment by the Hirer who will pay the same within 7 days;
7. The Hirer is responsible for ensuring the venue is kept litter free, any litter found following a hire may result in an additional charge being made for staff time taken in clearing the litter or in cleaning;
8. No bookings will be accepted from any persons under the age of 18 years;
9. A named responsible adult (over 18) must be present throughout the entire hire until all children have been collected and act as the main point of contact.
10. All charges are reviewed annually and the Hirer shall be liable for the new hiring charges should the hiring period carry on past the first day of September of any year unless previously agreed;
11. The Hirer shall, during the period of hiring, be responsible for the protection of the fabric and contents of the School, proper supervision of car-parking arrangements so as to avoid obstruction of the highway, safety from damage howsoever caused of the premises and contents, and the behaviour of all persons using the premises whatever their capacity. The Hirer shall only have access to the area(s) hired and not to any other areas of the School;
12. The Hirer shall not use nails or other fastenings that are driven into, or fixed onto any wall, partition, pillar or other fittings;
13. The Hirer shall be responsible for obtaining any licences necessary in connection with the booking. The Hirer should confirm with the School the licences it holds and any relevant insurances;

14. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performance license, and shall indemnify the School, Local Governing Body and Kingsbridge Educational Trust against all sums of money which the trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement;
15. The Hirer shall be responsible, prior to hiring, for arranging a policy of insurance against any third party claims which may lay against his/her organisation whilst using the school premises. Public Liability Insurance inclusive of loss of or damage to property, including the hired premises, arising out of the letting and must satisfy the School's requirements (currently £2,000,000 cover). The School is insured against any claims arising out of its own negligence. The Hirer will produce a copy of the policy of insurance when paying the balance of the hire fee;
16. Hirers who do not and, would not normally be expected to hold their own Public Liability Insurance must ensure that they inform the School at the time of booking;
17. All organisations operating with direct contact with children and young people will be required to provide a copy of their Safeguarding Policy and Procedures and evidence of adequate supervision inclusive of adherence to ratios and DBS checks (where appropriate);
18. The Hirer shall be responsible for the observance of all regulations relating to the School premises stipulated by all authorities;
19. All persons hiring the School premises will be required to conform to the relevant current Health and Safety regulations;
20. The Hirer shall not sub-let the School premises or use the School premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the School premises anything which may endanger the School premises, their users, or in any way invalidate the insurance policies relating thereto;
21. The Hirer shall indemnify the School and Local Governing Body for the cost of repair of any damage done to any part of the School premises during or as a result of a booking;
22. The Hirer shall, if selling goods on School premises, comply with Trading Standards legislation and any local Code of Practice. In particular, the Hirer shall ensure that all goods are safe, correctly described and clearly priced. Any claims for price reductions shall be in accordance with the Code of Practice on Price Indications. A notice giving the seller's name and address shall be prominently displayed. The Hirer shall ensure they comply with all legal and other requirements;
23. The consumption of alcohol on School premises is not permitted unless prior written approval has been obtained from the School. Where permission is granted, the Hirer must ensure compliance with all relevant licensing laws and take full responsibility for the safe management of alcohol on site.
24. The Hirer shall not discriminate, in any of its activities, and must fully comply with the Equality Act 2010. This includes maintaining a neutral stance on politically sensitive matters;
25. The School and Local Governing Body accept no responsibility for loss or damage to any goods, materials, clothing, etc. bought into or left on the School premises or within the boundaries of the School site;
26. The caretaking staff are forbidden to allow the use of any other parts of the School premises other than those specified on the booking application form;
27. The Hirer is responsible for implementing, communicating and overseeing the safe evacuation of persons attending their event/club in the event of an emergency evacuation. An adequate evacuation process must be in place prior to the commencement of the booking;
28. Hirers are expected to provide their own first aid provision. In the event of an emergency, the School has life-saving equipment on site - a defibrillator (AED), which may be used in an emergency. Hirers

are responsible for ensuring they are familiar with its location prior to the commencement of the booking.

29. VAT will be chargeable if applicable;
30. The Hirer will be given copies and adhere to applicable school policies;
31. The Hirer will not promote or encourage radicalisation or extremism of any kind. The School will actively prevent such activity, ad-hoc spot checks will be carried out by the Lettings Team with no prior arrangement. Cases where extremism or radicalisation are being promoted, the hire agreement will be terminated with immediate effect and the Police will be notified;
32. Event costs are not published, costs are provided on receipt of requirements;
33. Any equipment used on site must be PAT Tested annually with appropriate certificates available for inspection.

## **Discount Structure**

### **Multi Room (Classroom)**

- Classrooms – up to 5 - 0% discount
- Classrooms - 5-10 - 10% discount
- Classrooms -over 10 - 25% discount

### **Multi Room**

- 10% discount

### **Charity/non profit**

- 25% discount

### **Block Booking**

- No discount

### **Staff Discount**

- Headteachers approval only

### **VAT Exemption**

- Sports Facilities if 10+ sessions are booked in the same booking.

### **Whole School Bookings**

- An agreed rate can be approved at Headteachers discretion.

### **Discount T&C's**

1. One promotional discount per booking.
2. If claiming a charity or non-profit status, a charity number or relevant paperwork must be shown at the time of booking.
3. Due to events being calculated differently which incur additional costs i.e. staffing, cleaning, alarming etc. discount codes for event bookings do not qualify.
4. Should a discount be applied and a cancellation or amendment occur the discount will be void and the full amount will be due.
5. In the case of online bookings - discounts will be applied after a booking has been made but before payment is taken
6. To qualify for multi room discount a booking must include a minimum of 3 different types of facilities other than classrooms for a minimum of 3 hours booked for the same day.

7. All discounts need to be approved by Lettings Manager.
8. The Schools standard 7-day cancellation period applies.
9. All bookings are pre-payment only.

### **Matters for Consideration**

#### **Charges for Hire of School Premises**

Lettings charges are reviewed by each Trust school annually and agreed by the Finance and Personnel Committee. Refer to the relevant School for their charging structure.

#### **Application to Hire School Premises**

Application for hire must be made on the appropriate application form. Refer to the relevant School for their application form.