



LETTINGS POLICY

Last Review:	February 2022
Date Ratified:	15 February 2022
Next Review:	February 2023

Rationale

The school recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so. Equally, enabling a multi-purpose use of the school can reduce the number of incidents of vandalism and increase the income to the school through lettings. Parents and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

Note: throughout this policy, the use of the term 'school' means all school buildings, sports hall and grounds contained within the site boundaries.

Aims

By letting its facilities the school intends to:

- Maximise the use of the school for the benefit of the community
- Ensure that the educational use of the facilities is prioritised without prohibiting other users
- Raise money to support the activities of the school

Procedure

When an approach is made about a letting the following procedure will be followed:

Stage 1: To be completed by the Site Manager

- Take details about the request in writing with contact numbers and further information as available.
- Consult the Headteacher in the first instance in terms of the appropriateness of the letting.
- Check the school calendar to ensure that the building/grounds are not already in use.

Stage 2: To be completed by the Site Manager

- Check and confirm the details of the request.
- Invite a named person to meet with the Site Manager, and if necessary the Finance Manager or Personnel Manager, to complete the booking form.
- Complete the booking form and give copies to the Headteacher for approval.

Stage 3: Processing the application

- Where the application for a let is accepted, the applicant will be sent a letter or email, provisionally confirming the let and invoicing to cover the cost of the let as appropriate.
- Hirers will need to provide proof of adequate public liability insurance to the school. If no insurance is held, the Finance Manager will advise if the school's insurance policy can be used. A charge for this will be added to the hirer's invoice.
- Any requests for amendment to the booking must take place at least 14 days prior to the let.
- The let is entered in the school calendar.
- All parties affected by the let are informed and arrangements discussed.

Stage 4: Guidelines

- The school has priority use of the property.
- The school will always seek to at least cover its costs unless it is a direct beneficiary of a fundraising activity.
- The school will seek to treat hirers fairly.
- Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
- The person signing the application form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire document.
- The school will only allow hiring of the facilities for purposes considered appropriate. The Headteacher will be consulted in cases of uncertainty.

Categories of Use

- **Category I: School Use – No Charge**

School Use is defined as any activity involving school staff on management, educational or extra-curricular activities. Work undertaken by groups who are raising money for the school would also fall into this category, for example PTFA activities. No charge will be levied for Category I activities at any time.

- **Category II: Community Use – Concessionary Rates**

Category II includes local adult education classes, creative and performing arts groups, youth clubs and youth group activities. In addition concessionary rates may be charged for long-term or block bookings. At the school's discretion there may be occasions when there are further concessions or no charge for community use.

- **Category III: Commercial/Private Use – Full Rates**

Rates for commercial/private use will be by agreement.

Conditions of hire

The following are conditions of hire:

- Hirers must have left the premises by the end of the booked period.
- Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
- Availability of premises is negotiable.
- The school is a no-smoking environment.
- The school accepts no responsibility for the loss of personal property brought into or left in the premises during the let.
- The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
- The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.
- Any additional cleaning undertaken by the school will be charged to the hirer at the appropriate rate.
- The hirer accepts that they should familiarise themselves with relevant health and safety information.

Further conditions are included in the Casual Hiring Agreement – **ANNEX A**

Safeguarding

Hirer's must ensure that where a hiring involves activities aimed predominantly at children and/or vulnerable adults, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The school reserves the right to require the hirer to produce evidence that Enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the school is not satisfied then it reserves the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

Public Liability Insurance

Community Use

- All hirers must have Public Liability Insurance. Community organisations and individuals who do not have suitable insurance must take out temporary cover for duration of the booking which is available through the school as an extra to the hire charge.
- Where no hiring fee is charged, the Public Liability Insurance charge is still payable.
- In the event of a claim being made, any excess charge incurred by the school will be recharged to the hirer.

Commercial Use

- All hirers must have Public Liability Insurance and are required to provide a copy as part of the hiring agreement.

Scale of charges

The Local Governing Board will annually review the categories of lettings and set the hire charge. Current charges are available in **ANNEX B**.

Notes:

- Prices in Annex B are based on the fixed rate charge per hiring session. Rate reductions for 2 or more areas within the main school buildings may apply (e.g. 2 or more classrooms hired simultaneously).
- A charge of £30 per hiring session will be made for the Site Manager's time for unlocking and locking the building. Should the facility, in the opinion of the Site Manager, require further cleaning once vacated by the hirer, a charge of £20 per hour will be made.
- Use of equipment hire in main hall is at additional charge (e.g. use of sound system, use of projector/AV equipment).
- The prices in Annex B assume that the hirer has his own public liability insurance. If no insurance is held, the Finance Manager will advise if the school's insurance policy can be used and, if so, a flat rate charge of £30 per hiring session will apply.

Complaints procedures

The following comprises the complaints procedure for lets:

- If the school has a concern about a let, the Site Manager or delegated representative will raise the concern with the hirer.
- If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
- If the hirer has a concern they should liaise with the Site Manager.
- If this concern is still unresolved, they should follow the School's complaints procedure (complain in writing to the Headteacher).
- If a third party complains, the Site Manager will at first deal with the complaint and attempt to resolve the situation.
- If this is not successful, the concern will at first be taken to the Headteacher and then to the Local Governing Board.

Health and Safety

The school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should take action to make the Site Manager aware of it. Hirers should familiarise people using the premises with fire and health and safety arrangements.

Linked Policies

Other policies linked to the lettings policy include:

- Charging Policy
- Health and Safety Policy



Sir William Romney's School

Annex A - 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.

- Public Liability Insurance copy (in date)
- Safeguarding Policies & Procedures
- Completed Risk Assessment form
- DBS Check(s)

Signed _____ on behalf of Sir William Romney's School

Date _____



Casual Hiring Agreement

Application form for hire of:

Hall / Classroom / Gym / Pitch / Field / Changing Room / Sports Hall
Other (Please specify):

Dates of use			
Start time		End time	
Purpose of Hire			
Applicant's Name			
Applicant's Address			
Applicant's Telephone Number			
Applicant's telephone number during hire period			
Agreed Hiring Rate	£		
Public Liability Insurance where applicable	£		
Total Charge	£		
Any special requirements			

Smoking is not permitted anywhere on the premises

SIR WILLIAM ROMNEY'S SCHOOL
TERMS & CONDITIONS OF HIRE

APPLICATION

- All communication for the hire of the premises must be returned to the Site Manager, Sir William Romney's 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 Sir William Romney's School on receipt of invoice.
- Special arrangements may be made for payment for multiple bookings at the discretion of the Headteacher.
- 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

BY THE SCHOOL:

- The school reserves the right to refuse, cancel or change any booking at any time prior to its commencement and to refuse admission to the event.
- The school can add to, change, withdraw or cancel any booking without notice. This includes closing a building or making changes to opening hours for safety reasons, maintenance or special events.
- In the case of cancellation of booking, the school will refund you the full price. The school shall not be responsible for any extra costs incurred as a result of a cancelled or rescheduled event.
- There is no entitlement to a refund where the school is forced to cancel part or all of an event due to reasons beyond our reasonable control.

BY THE HIRER:

- If the Hirer cancels a booking with less than 28 days' notice, full fees will be forfeited. If the Hirer cancels a booking with more than 28 days' notice, then half the charge will be forfeited.
- The Headteacher must receive a letter of cancellation before a booking can be cancelled.

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 at 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 £40 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.

SAFEGUARDING

- It may be necessary for the hirer to undergo an Enhanced DBS check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people and/or vulnerable adults, it is the responsibility of the hirer, as advised by the school, to ensure that they have complied with the DBS Code of Practice.
- When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.
- The hirer will be required to provide evidence that DBS checks have been carried out on request.

APPLICANT'S UNDERTAKINGS

The Applicant shall:

- 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 Headteacher 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, equipment, seating, fixtures, fittings or electrical or heating or lighting systems at the premises without the prior agreement of the Headteacher and Site Manager.
- Not bring any equipment (e.g. computers, sports, music PA) whatever nature on to the property except with the prior written consent of the Headteacher and Site Manager. 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 Headteacher 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 Athelstan Trust/Governors/School/Headteacher 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 Headteacher 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 Headteacher 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 Headteacher 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 Headteacher's liability.
- Prevent smoking/vaping or the use of any illegal substances on any part of the premises.
- Observe any security requirements for the use of the premises as the Headteacher 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 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 Headteacher 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 hire
- NO VEHICLE shall under any circumstances block access to the entrance of the school as this is the only Emergency Service access

PUBLIC LIABILITY INSURANCE

- **Community Hire**
All hirers must have Public Liability Insurance. Community organisations and individuals who do not have suitable insurance must take out temporary cover for duration of the booking which is available through the school as an extra to the hire charge. Where no hiring fee is charged, the Public Liability Insurance charge is still payable.
- **Commercial Hire**
All hirers must have Public Liability Insurance and are required to provide a copy as part of the hiring agreement.

GENERAL

- The Headteacher gives no warranty that the premises are legally or physically fit or suitable for the Hirer's purposes and the Hirer must satisfy him/herself as to its suitability.
- The Headteacher will not be responsible for any injury suffered by any person during any hire period.
- The Headteacher, Site Manager and all persons authorised by the Headteacher and/or the Site Manager have the right to enter the premises at all times.
- The Headteacher 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 Headteacher 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.
- 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 Headteacher and the Site Manager.



DECLARATION

I have read and fully understood the 'Terms of Conditions of Hire' document, 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 Site Manager, Sir William Romney's School, Lowfield Road, Tetbury, Glos GL8 8AE by _____ for this booking to be retained.

An invoice will follow on the return of the completed form. All cheques to be made payable to The Athelstan Trust. Full payment must be made before hiring can take place. Bank details for payment by direct bank transfer can be obtained on request.

I _____ (print name) accept the above terms of hire

on behalf of _____ (print name of group if applicable).

I have attached a letter of authorisation from the group named above which gives me authorisation to sign this declaration of their behalf.

SIGNED _____ Date _____
(Applicant)

Sir William Romney's 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.



Annex B - Letting Rates

FACILITY	Category II Community Rate	Category III Commercial Rate
Hall, Gym, Drama Studio, Quad	£25 per hour	Hourly rate by negotiation with the Site Manager
Pitches, Changing Rooms, Equipment	£25 per hour	
Classrooms	£25 per hour	
Sports Hall	£35 per hour	
Public Liability Insurance	£30 per hiring session	Not available
Site Manager Services	£30 per hour	£30 per hour
Cleaning Services	£20 per hour	£20 per hour