

SOUTHCHURH HIGH SCHOOL

LETTINGS POLICY

1. Introduction

The Local Governing Board regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Local Governing Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Local Governing Board acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that potential hirers note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

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

2. Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a 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 teaching and learning environment for all its students.

Use of the premises for activities such as staff meetings, parents’ meetings, Local Governing Board meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school.

The school reserves the right to decline any applications at our absolute discretion, in particular where the hiring organisation does not uphold the values of the school or reputational damage may occur.

3. Charges for a Letting

The Local Governing Board is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by the Local Governing Board (or as delegated). This review will take place during the spring term,

for implementation with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed. *The schedule of charges is set by the Governing Body and are not negotiable.*

4. VAT

In general, lettings are exempt of VAT, however, in certain circumstances lettings are subject to VAT. You will be informed at the time of booking if your letting is subject to a VAT charge.

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Local Governing Board's policy. The Headteacher has delegated all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Local Governing Board.

6. The Administrative Process

Organisations seeking to hire the school premises should approach the School Lettings Officer who will identify their requirements and clarify the facilities available. An Application Form should be completed at this stage. The Local Governing Board has the right to refuse an application, and interested parties should be advised that 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 (or on behalf of) the Local Governing Board, 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 as appropriate in accordance with the Interim School's current scale of charges. *(The school may request payment in advance in order to reduce any possible bad debts.)*

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

All lettings fees, which are received by the school, will be paid into the school's independent bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Local Governing Board.

Hirers should note that at all times school activities will take precedence over any hiring and the school reserves the right to cancel or change the hiring. In the event that alternative arrangements cannot be made for the hiring subsequently leading to cancellation of that hiring, any monies paid in advance will be refunded to the hirer.

7. Public Liability and Accidental Damage Insurance

The Hirer must prove 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 **£5 million**. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. Neither the school, nor the Multi Academy Trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

8. Safeguarding

The school is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding.

Any failure from the hirer in this respect will result in the hire being terminated. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate policies in place, including safeguarding and child protection, **and shall provide copies of these policies to the school prior to the letting taking place.**

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Designated Safeguard Lead (DSL) or Safeguarding Manager as soon as reasonably practicable.

DSL – Selina Murray – smurray@southchurchschool.com
Safeguarding Manager – Kay Tuite – ktuite@southchurchschool.com

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

The school's safeguarding policy is available to view on the school website – www.southchurchschool.com.

Hirers should refer to <https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice> for guidance on safeguarding children in out of school settings.

9. Documentation

The hirer will provide the following documentation 10 days before any letting commences:

- Copy of Public Liability Insurance of not less than £5m cover
- Child Protection/Safeguarding Policy where activities include individuals under the age of 18
- Signed agreement to abide by the terms and conditions of the letting

Lettings will not be permitted to commence unless all the above documentation is received by the school.

TERMS AND CONDITIONS FOR THE HIRE OF SOUTHCHURCH HIGH 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 the 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.

If a particular letting involves contact with the school’s students or other young people then –

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of disclosure and barring service checks relating to all staff and others working closely with children.
- The School may require copies of Disclosure and Barring Service (DBS) certificates relating to staff and other adults using school premises at a time when school students or other young people may be on site. It is the hirer’s responsibility to obtain these certificates if deemed necessary. The school will not seek DBS checks on behalf of hirers.
- The School may require evidence of appropriate qualifications for hirers using facilities for specific activities
- Where the activity is, for example, an after-school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

Priority of Use

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

At all times school activities will take precedence over any hiring and the school reserves the right to cancel or change the hiring. In the event that alternative arrangements cannot be made for the hiring, subsequently leading to cancellation of that hiring, any monies paid in advance will be refunded to the hirer.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

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.

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/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

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.

Damage, Loss or Injury

The Hirer warrants to the Local Governing Board 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 **£5 million**. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. Neither the school, Local Authority nor the Multi Academy Trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The hirer shall indemnify and keep indemnified the school from and against:

- a. Any damage to the premises or school equipment;
- b. Any claim by any third party against the school; and
- c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

Any accidental damage must be reported to the school immediately.

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

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher (*or other person with delegated responsibility*). Responsible adults must supervise the use of any equipment that 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 the school's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

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

Any of the hirer's own equipment should be brought into/removed from school within the time booked. An additional charge may be made for storage of equipment on school property.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school nor the Multi Academy Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

Access to the school's toilet facilities is charged at an additional hourly rate. Please refer to the 'Hire Charges' document.

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, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event. In the event that emergency services need vehicular access to the sports field, access can be arranged through the Site Manager – Lorraine Godwin, 07855039547.

Food and Drink

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

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance. The introduction of any intoxicants to the school site will result in the immediate termination of the hire and any future hires will be cancelled without refund.

Smoking

The whole of the school site is a non-smoking area, it is against the law to smoke within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. 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.

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.

Sub-letting

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

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 Local Governing Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 7 days' notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 7 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Local Governing Board's current scale of charges. Payment must be received by the school within 7 days of the invoice being issued. The hirer will be subject to an administration fee for late payment, again, in accordance with the Local Governing Board's current scale of charges.

Security

The Local Governing Board will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Local Governing Board of the school.

Right of Access

The Local Governing Board reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Local Governing Board or appropriate Delegated Committee, may attend to 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 charge may be made.

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 a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

General Terms

The school's letting policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.

This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.

If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.

The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.

The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.



**SOUTHCHURCH HIGH SCHOOL
BOOKING FORM FOR SCHOOL LETTINGS**

Name of Hirer: (person, body, association, limited company)	
Address of Hirer: <i>(This must not be a business address)</i>	
Contact telephone numbers:	
Email address:	
<i>Please provide details of contact person for the hire if different from above</i>	
Name, telephone number, email address	

Purpose of Hire:					
Attendees:	Adults:		Children:		
SINGLE BOOKING	Date:		Start Time		End Time
BLOCK BOOKINGS	Frequency/Days:				
	Start Date		Session Start Time		
	End Date		Session End Time		

Facility Required:	
Equipment Required	
Other Arrangements	
<small><i>The school does not provide warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and that the facilities are fit for purpose</i></small>	

I have read and accept the terms and conditions and confirm that I am over 18 years of age	
Signed (Hirer):	Date:
Name in blocks:	<i>You will be sent confirmation of whether this application has been accepted or rejected by post or email.</i>
Please return completed forms to: Finance Office (Lettings) Southchurch High School Southchurch Boulevard Southend on Sea SS2 4XA	Email: lettings@southchurchschool.com
<i>No letting shall be regarded as booked until any deposit requested is received in full and all requested paperwork, including proof of insurance arrangements, has been submitted and a signed approval letter has been issued by the school</i>	

School use only:	
Application is	ACCEPTED/REJECTED
Signed:	Date:
Name:	Position:
Cost of letting: £ Deposit Requested: Yes/No £	Insurance Certificate Evidenced: Yes/No
Letter of confirmation/rejection issued on date	