

# Lettings Policy

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# SCHOOL LETTINGS POLICY

## Introduction

The Governing Body of Bebington High Sports College recognises that the school buildings and grounds are a valuable asset within the community and aims to work in partnership with the community to enable them to be used as much as possible. All lettings to outside organisations will be considered with this in mind, and all letting requests will be fully considered and documented to ensure that all parties are aware of their mutual responsibilities to the school.

## Definition of a school letting

A letting may be defined as 'any use of the school premises (buildings and grounds) by either individuals or community groups (such as 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 staff meetings, parents meetings', 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.

This 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 by completion of a school letting form, or occasionally a more formal licence or lease.

## Facilities Available for hire include:

General classrooms;  
Assembly and dining halls;  
Fitness suite; (subject to agreement on the use of equipment)  
Sports Halls, gymnasium and dance studios;  
Sports Pitches;  
Astro Turf Pitches;  
Hard Play areas.

## Governance

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy and retains overall responsibility for the lettings process. . At Bebington High Sports College, the management of the lettings process has been delegated to the Premises and Lettings Manager who will be the primary contact for all lettings enquires.

The Premises and Lettings Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

Should the Headteacher/ Premises and Lettings Manager have any concern about the appropriateness of a particular request for a letting, he/she will consult the Chairman of the Governing Body.

## The Administrative Process

Those seeking to hire part of the school premises should approach the Premises and Lettings Officer who will identify their requirement and clarify the facilities available.

An **Application form** (a copy of which is attached to this policy in Appendix 1) should be completed at this stage to provide basic details of the applicant. The Premises and Lettings Manager will consider this with regard to the matters contained in this policy and shall advise the applicant of his/her decision.

Once a letting has been approved, 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 relevant agreement. The letting agreement must be signed and returned to the school before the letting can take place. The Hirer must give their full details including their full name, permanent private address (for individual lettings), contact details, full business address and any registered Charity/Company registration numbers.

The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.



The Governing Body maintains the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

The Headteacher or the Chairperson of the Governing Body has the immediate power to terminate any letting agreement relating to the hire of the school premises and grounds, in accordance with the terms and conditions of the agreement.

### **Finance**

The school's delegated budget must not be used to subsidise any lettings unless it is of direct benefit to pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises.

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:-

Cost of services (heating, lighting, etc.);

Cost of staffing (additional security, caretaking and cleaning, etc.), including all associated costs for National Insurance and Pension contributions;

Cost of administration;

Cost of 'wear and tear' ;

Cost of use of school equipment, if applicable;

A full review of premises-related financial and energy costs will be undertaken each year by the School Business Manager who will establish a scale of charges for the forthcoming year. This scale of charges will be reviewed annually by the Governing Body for implementation from the beginning of the next academic year.

Charges should be paid before the commencement of the letting, but in any event, the Hirer must pay **within 28 days before** the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.



All lettings fees which are received by the school will be paid into the school delegated budget in order to offset the costs of services, staffing, etc. (which are funded directly from the school delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break-even” situation is being achieved.

The school must check with the Hirer that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

### **Insurance**

It is the Hirer’s responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A written risk assessment will be conducted for each hiring/ activity by the Hirer. Copies must be provided to the letting officer and kept on file at school.

The Hirer must confirm to the Governing body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (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 is £2 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.

### **Safeguarding**

Lettings will not be made to persons under the age of 18, or to any organisation, group or individual with an unlawful or extremist background, or to anybody to whom the school does not wish to hire the premises. The Hirer shall ensure that, where a hiring involves activities aimed predominantly at children, he/she will have appropriate safeguarding policies and procedures in place and that he/she and all persons likely to have contact with children have been subject to Enhanced Disclosure & Barring Service (DBS) checks.



The Governing Body reserves the right to request evidence from the Hirer that enhanced DBS checks have been carried out on all persons; to review safeguarding policies and procedures; and to impose any additional requirements they consider appropriate in connection with the hiring. If, for any reason, the Governing Body is not satisfied, then they reserve 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.

### **Access**

It is the responsibility of the Hirer to make a prior judgement before the booking as to whether the facilities available at the school are suitable for disabled access.

The Governing Body reserves the right of access to premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements. Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

### **Policies**

The school will provide the Hirer with copies of appropriate school policies e.g. Lettings, Complaints, Fire Evacuation, Equality, Child Protection, and Health & Safety, with which the Hirer is required to comply.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST have a current PAT test. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the school and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

### **Furniture and Fittings**

The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the Premises and Lettings Officer or his/her representative, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

## **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements as use of the school's resource is not available.

## **Food, Smoking, Drink & Drugs**

No food or drink may be prepared or consumed on the premises with the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought onto, or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area and smoking is not permitted.

## **School Equipment**

The use of school equipment must be formally requested on the application form and its use must be approved by the Headteacher. 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 it is using, and for the equipment's safe and appropriate use. Untrained or inappropriate use of equipment may lead to damage to floors, etc. or render the equipment inoperable, causing service delivery disruption until the item can be repaired or replaced.

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensure children are safely vacated beyond the time agreed in the letting agreement.

## **Behaviour**

Noise levels must be kept to a minimum to prevent disruption to our neighbours in the local community and to other groups using the premises.

## **Staffing**

The school will hire and pay Community Lettings Officers who will 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 cost of the letting. Only named key



holders may operate the security system. *Keys should not be passed to any other person without direct permission of the site landlord.*

## BEBINGTON HIGH SPORTS COLLEGE TERMS AND CONDITIONS OF HIRE

This agreement grants to the hirer a licence to use the room(s) at the dates and times indicated, subject to the following conditions:

- The full hire fee is payable at the time of booking, or as agreed to and described overleaf. In addition to the hiring fee, a damage deposit may be requested entirely at the discretion of Bebington High Sports College. Under no circumstances shall a Hirer be allowed to use facilities booked if payment has not been received in advance and Bebington High Sports College will not be held responsible for expenses incurred as a result of this condition.
- All accidents and incidents must be reported to Bebington High Sports College Lettings Officer immediately.
- Hirers are required to familiarize themselves with the fire evacuation procedures prior to their event and to follow these procedures in the event of fire or the sounding of the fire alarm.
- The room(s) must be vacated at the agreed time. Failure to vacate the room(s) at the agreed time will incur additional charges.
- The room(s) must be left in a clean and tidy condition and all rubbish removed from the school. Failure to leave the room(s) in a clean and tidy condition will incur additional charges to cover the cost of cleaning.
- The Hirer may only use the premises for the purpose that has been declared and agreed with Bebington High Sports College. Bebington High Sports College gives no warranty that the rooms made available to the hirer are legally or physically fit for the hirer's purposes.
- The Hirer shall comply at all times with the requirements of the Security Service Provider in respect of use of the school premises.
- No smoking will be permitted anywhere on the school premises (including the grounds).
- No alcoholic drinks may be brought onto or consumed on the school premises.
- No open fires, candles or unauthorised electrical equipment may be used on the school premises.
- No betting, gambling or gaming is permitted on the school premises.
- The Hirer must ensure:

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- No fire equipment is moved or tampered with, except in an emergency.
  - All emergency exits remain clear with unhampered access.
  - Arrangements are made for orderly parking of cars within the designated areas.
  - Any equipment belonging to the Hirer is removed at the end of the hire period.
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- No indecent or criminal activity is permitted.
  - Groups working with children and young people must provide written assurances that all members of their leadership are known to be suitable persons.
  - Noise levels must be contained to a reasonable level at all times and noise from the Hirer's event must not be audible in any neighbouring properties. It is the Hirer's responsibility to ensure noise levels are monitored to ensure no disruption to people in neighbouring properties. Generally, the hirer must not use the rooms in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the premises of Bebington High Sports College or its contents or to adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property
  - If the Hirer wishes to provide music, dancing or other entertainment, the Hirer must first obtain any necessary public entertainment licences and provide Bebington High Sports College with a copy seven days prior to the date of the booking. Failure to do so will entitle Bebington High Sports College to cancel the booking and retain the booking fee. Licences may be required for public performances involving music, singing and dancing (Entertainment Licence), for theatrical performances (Theatre Licence) or for the sale of alcohol beverages (Liquor Licence). If copyright material is performed or used, the licence of the owner of the copyright must be obtained.
  - The Hirer will be personally liable for all damages caused to any school property as a result of the hire and thereby agrees to indemnify Bebington High Sports College for any losses Bebington High Sports College incurs as a consequence of the room(s) hire.
  - Bebington High Sports College does not accept any liability for damage to the Hirer's property howsoever caused and the Hirer must ensure adequate public liability insurance cover is in place for the particular organisation/event. Bebington



High Sports College does not maintain a policy of insurance, which covers Third Parties (which includes the Hirer and their guests). The Hirer must maintain at all times such policies of insurance with reputable insurers and shall fully insure and indemnify the Hirer against any liability, loss, claim or proceedings whatsoever to any person (including the College and Wirral Borough Council) arising under any statute or common law or this agreement in respect of personal injury or damage to property (including the premises of Bebington High Sports College and its contents) which occurs as a consequence of the hirer's use of the rooms made available to the hirer under this agreement. The sum insured shall be at least £2 million in respect of any one occurrence or series of occurrences arising out of one event and the hirer shall produce on request to Bebington High Sports College the relevant insurance policy or policies required under this agreement.

- The Hirer hereby agrees to indemnify Bebington High Sports College without limitation against all liabilities to other persons (including the servants and agents of Bebington High Sports College or the Hirer for bodily injury, damage to property or other loss, which may arise out of or in consequence of the actions of the Hirer or his employees, servants or agents and against all actions, costs, claims, charges and expenses that may be incurred by Bebington High Sports College by the acts or omissions of such persons. For the avoidance of doubt, the hirer's indemnity under this clause shall not extend to the liability of Bebington High Sports College for personal injuries caused to any person by its negligence or that of persons employed at the said College by Wirral Borough Council.
- The Hirer acknowledges that they are only permitted to use the areas designated for the hire and shall ensure that all persons attending the function for which the room(s) is hired are made aware of and abide by this restriction. Bebington High Sports College will show the Hirer the toilet facilities, which the hirer and their guests are to use during the hiring.
- Bebington High Sports College reserves the absolute right to cancel a booking at any time should the facilities be required either by the school or by the Local Authority. In these circumstances any deposit or fee will be returned to the Hirer. Bebington High Sports College liability in such an event will be limited to the amount of the deposit or the fee.
- If a Hirer wishes to cancel the booking or vary the period for which the school has been booked, notification must reach the Premises and Lettings Officer **at least 48**



**hours prior** to the date of the event. A charge may be made in respect of the inconvenience caused to the caretaking staff if no notification is received by this time. This clause does not apply to the Sports Hall during the period September to April. Regarding the Sports Hall, during the period September to April, a block booking rule is in place whereby the hirer is liable for payment for each week during this period, regardless of whether they attend or not. The Lettings Officer has the responsibility of checking the condition of the Sports Hall and the changing area and recording this inspection, before any team can take on the hire of that area. If there is a problem that cannot be resolved immediately, the hire cannot proceed on the grounds of health and safety concerns and the Sports Hall must be closed. Under these circumstances, the school shall not be liable for any loss or expense suffered by the Hirer by the exercise of this right.

- Bebington High Sports College reserves the absolute right to refuse any application for hire or cancel a booking at any time without specifying a reason.
- Save for liability in respect of personal injury or death, Bebington High Sports College maximum liability to the Hirer for breach of contract, negligence or any other cause of action, is hereby limited to 1x the hire fee paid by the Hirer.
- Any person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement except that it does not affect any right or remedy of a third party which exists or is available apart from that Act.
- Should the Hirer fail to comply with any of the above conditions or act in any way which is, or could be deemed to be in conflict with the effective running of the school, Bebington High Sports College is entitled to terminate the licence forthwith and the Hirer and any guests will be required to vacate the premises. The decision of Bebington High Sports College will be final and binding and Bebington High Sports College will in no way be liable to the Hirer for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.
- **Sports Hall:** Appropriate footwear must be worn at all times and by all personnel using the Sports Hall for sport related activities. The eating and drinking of foodstuffs in the Sports Hall is strictly forbidden during sport related activities. The sports area in general is No Smoking.
- All persons who are permitted to use the school premises must undertake to allow Governors and employees of the school or Authority at all reasonable times to



enter and view the premises during the hiring and to ensure that arrangements have been made for the proper use and supervision of the premises including compliance with any licensing, police and fire requirements and/or regulations. For the avoidance of doubt this agreement does not grant any tenancy to the hirer of the room(s) who shall have only licence to use it/the, at the date and times indicated. The hirer shall have the right to use the rooms for the purposes agreed with Bebington High Sports College, but shall have the right to use the rooms for the purposes agreed with Bebington High Sports College, but shall share possession of the room(s) with the college whose representatives may enter into the room(s) at any time during the period of the licence.

- The hirer shall not purport to sublet the premises or any part thereof.
- The benefit of the hiring is personal to the hirer and is not assignable.
- No ballroom or floor polish may be used on floors except with special permission.



## Bebington High Sports College Booking Form

<b>Name of Applicant:</b>
<b>Personal Address:</b>
<b>Contact details: Home:</b> _____ <b>Mobile:</b> _____
<b>Email:</b>
<b>Name of Organisation:</b>
<b>Activity of Organisation:</b>
<b>Registered Charity/ Company No:</b>
<b>Details of premises requested for Hire:</b>

DAY OF WEEK REQUESTED <i>(please indicate with a X cross)</i>						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY

<b>Start time:</b>		<b>Finish Time:</b>	
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*(please allow time for the preparation and clearing up of your activity)*

DATES REQUIRED	
<b>Start Date:</b>	<b>End Date:</b>

Other information		Details
Electrical Equipment to be brought in	Y/N	
Car Parking Arrangements requested	Y/N	
Age Range of Participants		
Maximum number of participants		
Number of supervising adults		

Dates during the year when areas of the school will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms & Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms & Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms & Conditions for further details)

**I HAVE READ AND UNDERSTOOD THE POLICY AND CONDITIONS REQUIRED OF ME AS A HIRER.**

Signature: ..... Print Name: .....Date:../...../.....



**Bebington High Sports College**  
**Scale of charges for lettings**  
**September 2018 – August 2019**

<b>Facility</b>	<b>Hourly Rate</b>
<b>Sports Hall</b>	<b>£30.00</b>
<b>Gymnasium</b>	<b>£17.00</b>
<b>Assembly Hall</b>	<b>£25.00</b>
<b>Dance or Drama Studio</b>	<b>£17.00</b>
<b>Dining Room (with sprung gym floor)</b>	<b>£17.00</b>
<b>Classroom (standard)</b>	<b>£14.00</b>
<b>Specialist classroom (Art, IT, Technology)</b>	<b>£17.00</b>
<b>Multi-Use Games Area (outdoor area for basketball, netball, cricket, tennis, football)</b>	<b>£12.00</b>
<b>Outside field (football, rugby)</b>	<b>£10.00</b>
<b>3G Astro pitch (1 third)</b>	<b>£38.00</b>
<b>3G Astro pitch (1 third @ 9pm to 10pm)</b>	<b>£22.00</b>

**All prices exclude VAT @ 20%**