



# CANNOCK CHASE HIGH SCHOOL

A C H I E V E M E N T F O R A L L

## LETTINGS POLICY

### Introduction

The Governing Body controls the use of the school premises both during and outside school hours.

The Governing Body 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 Governing Body 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 Governing Body acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. 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.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising student attainment and achievement.

### Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a 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 teaching and learning environment for all its students. Lease arrangements and Partnership Agreements are subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body 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. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. A letting will usually be engaged by completion of a School Lettings Hire Form, or

occasionally a more formal licence or lease. Advice on what is the most appropriate form of Agreement can be found below.

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

## **Types of Agreement**

There are two basic types of Agreement that are envisaged for typical school lettings. These standard forms of agreement will cover issues outlined above and cover the majority of scenarios.

### **1. School Letting Agreement**

The School Letting Agreement will cover the hire of rooms for occasional use of space that is also shared with other users, eg use of sports halls etc. It can also be used when a third party is using space more intensively, eg they have full use of some rooms but the school retains control of access to the buildings, ie the third party is dependent on the school as keyholder to the school site. A version of this agreement is attached in **Appendix 2**. Such agreements will be arranged by the Business Services Department, under guidance of the Executive Business Manager. Generally the school should:

- Ensure that the terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation;
- The Agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority;
- The Agreements should have a maximum duration of 1 year and may be issued to cover one term/holiday period at a time;
- The school would manage this process themselves.

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 it or of creating any tenancy between the school and the Hirer.

### **2. Formal 'Property' Agreement**

This may be a lease or licence and would be required in a number of scenarios:

- The Hirer is to have independent access to the rooms/building it wishes to use;
- The occupation is expected to be of a long-term nature. The school could grant successive School Letting Agreements but if the arrangement is expected to last for a year or more, a Property Agreement may be more appropriate. There may be benefits to the Hirer or the school to have a longer-term agreement to provide security and perhaps help gain external funding;
- The Hirer is to occupy a stand-alone building;
- The Hirer is providing a business use not linked to the school's educational role;
- The Hirer is expected to take on more responsibilities for its use, e.g. perhaps the level of repair, health and safety issues etc.

A Property Agreement would cover similar issues to that detailed in the School Letting Agreement but may raise different issues relating to the use, length of term and any special conditions that should be included. Consideration must be given to the safeguarding of students and appropriate risk assessments undertaken and subject to regular review. Once terms are provisionally agreed, the approval of the Governing Body should be sought before entering in to a formal agreement. A Property Agreement may require legal services to be instructed to prepare the documentation.

There may be legal and surveyor costs associated with this and DfE approval may be required. The entire process is more involved and takes longer than a School Letting Agreement.

## **Charges for a Letting**

The Governing Body 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 employment costs;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions p 5)
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate);
- Additional charges may be made where appropriate.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (delegated to the Finance & Resources Committee for determination). This review will preferably take place during the summer term, for implementation from the beginning of the next financial year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

## **Management and Administration of Lettings**

The Headteacher and Executive Business Manager are responsible for the management of lettings, in accordance with the Governing Body’s policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services/ community development), 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, he will consult with the Chair of the Governing Body or Chair the Finance & Resources Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

## **The Administrative Process**

Organisations seeking to hire the school premises should approach the Business Services Officer who will identify their requirements and clarify the facilities available. An **Enquiry Form** should be completed at this stage. The Governing Body 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 Governing Body, a letter or email 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 Governing Body’s current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent address. This avoids any slight 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 budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

### **Public Liability and Accidental Damage Insurance**

All hiring organisations and individuals are expected to take out appropriate public liability insurance and the school will require copies of such insurance policies to be provided.

## **Safeguarding**

### **Status of the Hirer & Safeguarding of Children & Young People**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Governing Body, a disclosure and barring service check (DBS). If a particular letting involves contact with the school’s students, all personnel involved must have appropriate recruitment and vetting checks in accordance with DCFS guidance. All staff in schools are required to be cleared at Enhanced level and, therefore, this should be replicated across to Hirers.

If the letting is arranged by the school for the benefit of its students, it is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's students (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

All hirers who operate activities open to children and young people must provide a copy of their Safeguarding Policy and Procedures to the school prior to any agreement being made. These will be reviewed by the Deputy Designated Safeguarding Lead and must be deemed to be satisfactory before the Letting Agreement can be issued.

## **Terms and Conditions**

### **For the Hire of the 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 criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters;
- The Governing Body may require Disclosure and Barring Service checks (DBS) relating to staff and other adults using school premises at a time when school students or other young people may be on site;
- The Governing Body may agree to obtain DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through the DBS Managed services and this will require reimbursement by the hirer;
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities with students of the school;
- 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 and Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

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.

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school, to comply with the Disability Equality Scheme.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall not sub-let the premises to another person.

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the 'Lettings Enquiry Form'.

### **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.

The hirer must agree their emergency evacuation procedure with the Business Services Officer prior to the Lettings Agreement being issued. The Business Services Officer will include a copy of the agreed evacuation procedure in the Lettings Agreement Pack.

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 Governing Body 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 *£2 million*. The Hirer must provide the appropriate schedule of insurance cover before the letting can be confirmed. The schedule must cover the period of the Letting Agreement.

The school will not 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 school will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

### **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** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment 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.

## **Car Parking Facilities**

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. The school will not 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 included as part of the hire arrangements for hire of facilities within the school buildings.

## **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.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

## **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.

## **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted 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 Local Authority against all sums of money which the Local Authority 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.

## **Charges**

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***.

## **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 Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (ie less than 28 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 Governing Body's current scale of charges. The Business Services Officer will invoice the hirer on a monthly basis and subject to relevant payment terms. Adhoc lettings must be paid prior to or on the date of the letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

## **Security**

The Governing Body 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 Governing Body of the school.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Governing Body 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 hire.

Implementation date:	Last review date:	Next Review date:	Statutory Policy:
June 2023	June 2025	June 2026	No

### Complaints Procedures

The following comprises the complaints procedure for lettings:

1. If the school has a concern about a letting, the Executive Business Manager or delegated representative will raise the concern with the Hirer;
2. If the matter remains unresolved the Hirer will receive written notice of termination of the booking agreement;
3. If the Hirer has a concern, they should talk to the Business Services Officer;
4. If this concern is still unresolved, they should follow the school's complaints procedure (complain in writing to the Headteacher);
5. If the concern is still unresolved, the matter will be taken to the Finance & Resources Committee of the Governing Body.