

Lettings Policy

(Non-Statutory)

Reviewed/Approved by Trustees' Community Partnership Committee: 03.04.19

Review Cycle: Every Three Years

Review Date: Spring Term 2022

1. ADOPTION

The Board of Trustees at The Burgate School & Sixth Form has adopted the lettings policy set out below.

2. INTRODUCTION

The Board of Trustees aim to support community involvement in the life of the school and will make every reasonable effort to ensure the school buildings and grounds are available for community use. However, the overriding aims of the Board of Trustees are to support the school in providing the best possible education for its students whilst ensuring their safety at all times. Any lettings of the premises to outside organisations will be considered with this in mind.

2.1 DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its students.

2.2 CHARGES FOR A LETTING

The Board of Trustees aim to maximise the commercial opportunity for lettings and ensure costs are fully calculated and covered. They are responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A). All charges will be reviewed annually.

3. APPLYING TO USE THE SCHOOL

Applications to use the school premises should be made to the Main Office for the attention of the Lettings Administrator and the Letting Agreement should be filled in at least 21 days before the event.

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

The Lettings Administrator (with the support of the School Business Manager) is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the Lettings Administrator /Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Trustees, who has the authority to determine the issue on behalf of the Board of Trustees.

The Board of Trustees has the right to refuse an application and 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 confirmed in writing.

4. LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

4.1 TERMINATION OF LETTING AGREEMENT

The Headteacher, or the Chairman of the Board of Trustees, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

5. SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, 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 trustees reserve 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 trustees are 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. The latest guidance can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/741314/Keeping_Children_Safe_in_Education_3_September_2018_14.09.18.pdf

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/741315/Keeping_Children_Safe_in_Education_2018_Part_One_14.09.18.pdf

A LETTINGS SUPERVISOR IS ON SITE FOR ALL LETTINGS. ANY PROBLEMS PLEASE CONTACT THEM INITIALLY. A MOBILE NO. WILL BE GIVEN TO YOU.

Policy Review

This policy will be reviewed every three years.

Signed: _____ Date: _____

Position: Chair of Trustees' Community Partnership Committee

Appendix A

The Burgate School & Sixth Form

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. 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 letting 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.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, 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.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Board of Trustees are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Board of Trustees (refer to Lettings Indemnity Form – Appendix D).

The hirer shall insure, with a reputable insurance office approved by the Board of Trustees, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Board of Trustees, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the school within seven days of a request.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the trustees against all sums of money which the trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available

- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Headteacher
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Board of Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.
- j) The school may stipulate a maximum number of persons to be admitted. The hirer must ensure that attendees do not exceed the stipulated figure at any time during the booking. Where rooms or areas are set out in the interests of public safety, no hirer shall interfere or alter this.

7. THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

7.1 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.

7.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities however most lettings staff do have basic first aid training, but we advise all hirers to ensure they have their own first aid provision. There is a defibrillator situated in the main office and outside of the drama studio.

7.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

No stage lighting, sound equipment or other specialist electrical equipment may be used without prior agreement

7.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the School Business Manager in line with current food hygiene regulations.

7.5 KITCHEN / FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

7.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

7.7 SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

7.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

7.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property

8. DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

8.1 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

8.2 RULES

The hirer shall comply with any rules and regulations which the Board of Trustees shall make from time to time.

8.3 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. Regular lettings may be cancelled, provided that in each circumstance at least 48 hours' notice either way is given. **Less than 48 hours regular hirers may be charged for the session**. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

One off hires/ big events will be required to pay a deposit at the time of booking. Cancellation charges are as follows:

2 months' notice 20% cancellation fee

1 months' notice 50% cancellation fee

Less than 1 month 80% cancellation fee

Less than 14 days 100% cancellation fee

The Board of Trustees will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Board of Trustees of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

Following hire, an invoice of charges will be forwarded usually monthly. Charges shall be due and payable within 28 days of the invoice date.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the School Business Manager, the Board of Trustees reserves the right to terminate the letting with notice of one week. The Board of Trustees will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

8.4 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

8.5 STORAGE ANCILLARY TO THE LETTING

The permission of the School Business Manager must be obtained before goods or equipment are left or stored on the premises, except that the School Business Manager is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

8.6 LOSS OF PROPERTY

The Board of Trustees cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

8.7 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

8.8 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

8.9 RIGHT OF ACCESS

The Board of Trustees reserves the right of access to the premises during the letting for emergency or monitoring purposes (the Headteacher, School Business Manager or members of the Board of Trustees may monitor activities from time to time).

9. VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Fire Safety

Fire Safety

- Familiarise yourself with the emergency plan for the buildings.
- On discovering fire, act quickly and activate the nearest fire alarm call point.
- On hearing a fire alarm, leave the premises by the nearest available route:
Bring all participants under your control with you and ensure all persons are evacuating from your area
Remain calm
Do not run
Do not use the lift
Do not stop to collect personal belongings
Close all doors/windows to limit the spread of fire and smoke where possible
- Report immediately to the assembly area (Front field).
- Never obstruct fire exits or escape routes.
- Never wedge open fire doors.
- Never misuse fire extinguishers.
- Do not overload electrical sockets.
- Do not cover ventilation grills.
- Only attack a fire, with appliances, if you have been trained to do so.
- Do not re-enter the building until it is safe to do so

Fire Evacuation

Once the system goes to full alarm it must not be re-set or silenced. In the situation where it is confirmed that it is a false alarm the Lettings Supervisor will call for the system to be silenced. The alarm must not be reset until agreed with the Lettings Supervisor.

Upon hearing the full alarm (a continuous alarm alert), you should evacuate immediately. If in doubt, evacuate.

ASSEMBLY POINT – FRONT FIELD OF THE ACADEMY

2nd ASSEMBLY POINT – FIELD BEHIND SARUM BUILDING

THE BURGATE SCHOOL & SIXTH FORM BOOKING FORM

Please complete this form and return to the School Office Att'n Lettings Administrator

Football/Rugby Pitches AWP Tennis Courts
 Sports Hall Drama Studio Main Hall

Monday Tuesday Wednesday Thursday Friday
 Saturday Sunday

(Please tick Box)

Date(s) required

Session 1 _____ Time: From _____ to _____

Session 2 _____ Time: From _____ to _____

Session 3 _____ Time: From _____ to _____

Session 4 _____ Time: From _____ to _____

Session 5 _____ Time: From _____ to _____

Session 6 _____ Time: From _____ to _____

Session 7 _____ Time: From _____ to _____

Session 8 _____ Time: From _____ to _____

Session 9 _____ Time: From _____ to _____

Session 10 _____ Time: From _____ to _____

Name of Person Hiring _____

Name of Organisation _____

Name & Address _____

Telephone Number (Home) _____ (Work) _____

Email Address _____

Apart from organisers is the proposed hire exclusively for:

Young person under 18 or members of a registered Youth group? YES/NO

OAP group or adult handicapped group? YES/NO

1) I have read and accept the Terms & Conditions and agree to abide by the general conditions and any special conditions communicated to me.

2) I have enclosed a deposit full payment to be invoiced [cheques made payable to The Burgate School]

Signed..... Date

Appendix D

The Burgate School & Sixth Form - LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

Indemnity Limit: _____

Signature: _____ Date: _____

SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: _____

Name of Organisation: _____

Purpose of Letting: _____

Date: _____

Signature: _____

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature _____ Date of application _____

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss

(Please be aware of the school's emergency evacuation procedure, which has been included for your information)

Please pass this form to the school, do not complete anything below this line

It is confirmed that the accommodation required is available for the time and date(s) requested.

Signature: _____ Date: _____ Lettings Administrator



Hire of The Drama Studio

The following conditions are in addition to the General Conditions of Hire of School Premises.

Specific conditions

1. If any technical equipment is required to be de-rigged or removed during the hire, this must be requested in writing prior to the performance. All equipment must be re-rigged or re positioned at the end of the duration. All technical equipment must be re-connected and checked to ensure it is all working correctly.
2. If the Hirer's own equipment is used this must have up to date PAT certificates i.e.: less than 1 year old.
3. Any scaffolding used must be erected by a licensed scaffold technician. Use of it will be the sole responsibility of the Hirer. We will require a copy of the scaffold license certificate.
4. There must be at least one adult (member of staff) present at all times with groups of children (Under 16.)
5. Only trained persons may use the lighting and sound technical equipment.
6. No food or drink is to be consumed in the Drama Studio.
7. If technical assistance or equipment is required this must be requested separately when booking the hall and is the responsibility of the Hirer. At least one month notice is required.
10. No running in the hall, corridors, or on the seating rig is allowed.
11. All doors must be locked when the hall is not in use.
12. A first aider and two trained fire marshals must be on duty in the auditorium and back stage for each performance.

13. All external productions need to be risk assessed by the theatre manager/technician and the Hirer's H+S representative prior to opening night. **A copy of the risk assessment must be given to the school.**