



Lettings policy

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Written by:	J. Evans	
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AIMS

To provide

1. A high quality teaching and learning facility for students
2. Extra-curricular provision for students
3. An additional resources for feeder primary schools to enhance their provision
4. A base for community sporting, cultural and recreational activities
5. A high quality venue for competitions and events at all levels
6. A sustainable income for the enhancement and improvement of key facilities.
7. Carry out guidance in the Health & Safety Policy for lettings.

1. PRINCIPLES

The priority of use must always be towards school activities, but compromise can be made when a minor school use conflicts with a major community need and we will always try our best to honour our commitments.

All external lettings must make a profit for the school to ensure the sustainability of provision, for the benefit of both the school and the community. (Loss leaders may be allowed where there is a strong possibility that a profit will be made in the near future)

Heating, lighting, caretaking and wear and tear must be considered when pricing.

All persons hiring school facilities must abide by the school's "Conditions of Use"

2. STRATEGIC MANAGEMENT

The Governing Body has devolved its strategic management functions to the Lettings and Premises Committee including

1. Review of the hire charges for buildings and equipment at least once a year.
2. Deciding on user priority when the demand is greater than available capacity
3. Monitoring profitability
4. Providing guidelines for the day to day management
5. Defining pay Caretaker costs in line with LEA recommendations.
6. Receiving complaints from users and potential users
7. Oversight of publicising the facilities
8. Approval for intoxicating liquor on the premises

The policy should be read in conjunction with the school's Health and Safety Policy and other relevant policies. Copies of these documents are available at the office. It is the responsibility of the hirer to familiarize themselves with health and safety procedures and carry out a risk assessment for activities they organize

NORTON CANES HIGH SCHOOL LETTINGS: CONDITIONS OF USE

1. Applications

All correspondence and applications for the hire must be made in writing directly to the **School's facility team**, using the appropriate form (Appendix 3). All applications are subject to approval by the Governing Body of the School and any direction given to them by the LEA.

2. Persons Hiring

The person hiring must be over 18 years of age and will be the person who signs the letting application. This person will be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

The named hirer must stay on site until the appointed time to ensure premises is not left unattended.

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils and adults at all times.

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 pupils, for example if the hire occurs during school hours, or when pupils 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.

3. FIRE PROCEDURE & REGULATIONS.

It is the responsibility of the party leader to ensure that they are familiar with the lay out of the area to which they are hiring and that they have a plan of escape to a safe assembly point for their group members. It is also the responsibility of the party leader to announce to its public that there is no fire alarm test due, and upon hearing, leave by fire exits and assemble on car park.

In case of emergency, all members must be aware of the escape route (as above) and it is the responsibility of the party leader to ensure that all members are in a safe place and that the emergency services are contacted immediately. If you need the alarms to be re-set please contact Mr M Wootton: or Right Guard Security: 01543 751450 or 07581191155.

It is the advice of the school that the party leader ensures that their group supplies a first aid available for their use and a trained first aider.

It is advisable you have the use of a mobile telephone for the above reasons.

Should the party leader require assistance in planning for an emergency, please contact the Fire Safety Officer: Ms J Evans prior to letting, the contact number is 01543 622600

4. Fees and charges

The mechanism and schedule for payment of the hire fee shall be agreed when signing the Hire Agreement (Appendix 4), together with any deposit required by the Governing Body. **Payment will generally be in advance of a letting.**

5. Duration of the Letting

Lettings are for 1 hour or multiples thereof. The booked time includes time needed for changing, showering, removal of equipment etc., so activities should cease before end of the letting period to allow the next user immediate access, or the caretaker to lock up without waiting

Over-running into the next session without the agreement of the next user is a breach of conditions and could result in cancellation of future lettings. If caretakers are kept waiting to lock up and additional caretaking costs are involved the school will charge the full hourly rate to the user.

Please note the school reserves the right to block bookings as unavailable during the examinations period.

Lettings agreement will run from July to July each year. Policies will be issued in June each year for renewal.

6. Cancellation of the Letting by Governing Body

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any letting, without notice, where the Governing Body considers it necessary for any cause outside their control e.g. heating failure, inclement weather. An alternative future date without additional payment would then

be offered, but we would not accept any liability for any financial loss to the hirer resulting from the cancellation.

NB a decision will be made by 12 noon by site staff if we have to cancel your lettings due to inclement weather. You will be notified.

7. Cancellation or postponement by User

Should a user need to cancel or postpone a letting, at least **one week's notice** is required. If the facility is re-let for that time it may be possible for you not to be charged. Simply not turning up without notification is not acceptable and would be a breach of this agreement. The security of the site would be compromised and the group hiring would be held accountable for any problems that occurred as a result. Normal lettings charges would apply.

8. Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as detailed in the lettings agreement. Heating is usually provided in the winter months and will be reflected in the charge, but please check at the time of booking.

All safety issues relating to the hired area to be adhered to.

The LEA and Governing Body reserve the right for themselves and their officials to enter the hired area at all times, on producing evidence of their identity.

9. Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

10. Care of School Premises

The person hiring is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the person hirings control at the

stated times. The person hiring is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The person hiring shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may be damaging to the floor surfaces of the hired area. **No outdoor shoes may be worn in the Sports Hall or Gymnasium. Suitable indoor sports footwear appropriate to the sport, with non-marking soles, may be worn.**

Adequate supervision must be in place if booking involves groups of children.

11. Spectators

Spectators are only allowed for matches or events which have been agreed as part of the letting. Spectators are the guests of the person making the booking who then assumes responsibility for their actions and for asking uninvited guests to leave. The responsible person also has responsibility for ensuring that spectators observe the conditions of use.

12. Animals on Site

No dogs (except guide dogs) or other animals may be brought onto the school site (including pitches and hard standing).

13. Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given, the person hiring must comply with the Licensing Laws and provide evidence of such to the Governing Body.

14. Smoking

Staffordshire County Council operates a no smoking policy. There shall be no smoking or vaping anywhere on the school premises (including grassed and hard standing areas).

15. Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment) shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. (Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission).

Where the Chief Fire' Officer or Licensing Authority require additional facilities, for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, It shall be the responsibility of the Person hiring to provide such facilities of an approved type and method of installation.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The person hiring shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with;
- Any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

16. Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The person hiring shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the person hiring shall fail to do so any permission previously

granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The person hiring shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The person hiring shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week before the letting.

17. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1988, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the person hiring shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

18. Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The person hiring must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the person hiring's control. Any loss, damage or breakage must be reported as soon

as practicable to the Headteacher. The Governing Body will be entitled to charge the person hiring for any such loss, damage or breakage on terms to be approved by the school.

Any privately owned electrical equipment must have an up to date PAT testing certificate, copy of certificate required with application of letting form.

19. Insurance

The person hiring will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the person hiring in certain cases. Full details of the policy, including conditions and exclusions can be found in the Third Person Hirer's Policy – Summary of Cover document ([appendix 2](#)). Where the person hiring is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

20. Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises. The hirer must ensure that emergency exits are not obstructed. We would advise hirers to arrange car park supervision when a large number of vehicles are expected.

21. Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use.

The hirer or is also asked to appraise the condition of the pitch before starting a match and not go ahead if Suitable footwear must be worn.

22. Miscellaneous

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

23. The use of dry ice or smoke machines is prohibited due to activation of smoke alarms.

24. Hazard exchange form must be completed prior to commencement of lettings. (append 5)

Appendix 1

NORTON CANES HIGH SCHOOL

LETTING CHARGES APRIL 2022-MARCH 2023

Letting Charges

Theatre

£35 per Hour

£50 for evening or afternoon based on 2 – 3 hours

Caretaking Costs £20

NB Flat Rate £250 per day for theatre and classrooms

Classroom or Foyer

£25 per hour

Caretaking Costs £20

Sports Hall including Changing Room

£30 per hour

Caretaking Costs £20

Playground / Hardcourt / Tennis Court

£15 per hour

School Pitches

Annual Basis max 2 terms £400

£15 per hour

Caretaking and changing rooms to be negotiated, at an additional cost.

Equipment to be negotiated at time of booking

Appendix 2

INSURANCE

Third Party Hirer's Insurance Policy – Summary of Cover

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover are set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Staffordshire County Council.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for: -

- (a) Accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) Accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- © Accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.
- (d) Accidental damage occurring during the period of insurance arising out of the activities of the Hirer at the premises,

5. The policy will not apply in respect of the use of the premises for the following:

- (a) Meetings organised by political parties
- (b) Professional entertainment promotions
- © Commercial or business use

(d) Hire of playgrounds and playing fields **unless** as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

8. The limit of indemnity under the policy is currently £5,000,000

7. The policy **only** applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

Appendix 3

APPLICATION FOR HIRE OF NORTON CANES HIGH SCHOOL FACILITIES

Name of Hirer

.....

Name of Organization (if applicable)

.....

Address of Hirer

.....

.....

Telephone: Daytime Evening Mobile

E-Mail
address:.....

Details of Activity
.....

Approximate numbers involved in the activity adults children

Details of requirements:

I wish to book the following area(s) of the school

.....

Preferred
Time(s).....

Alternative Time(s) if first choice not available
.....

Delete one of

a) This is a single booking

b) This is a block booking of 10 weeks or more and I would like to request the following dates:

.....

.....

I would like to hire the following equipment

.....

.....

We would like to use the following equipment of our own in the area

.....

.....

Safeguarding

- ☐ Please confirm you have appropriate safeguarding and child protection policies and procedures in place (an inspection can be requested), for both students and adults. Including a reporting system, to comply with KCSIE

☐ I confirm that personal electrical equipment being used by our group has the appropriate PAT testing certification and will supply a copy of an up to date certificate at the time of booking.

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

Tick one of the following;

- ☐ Public liability insurance is being provided by the County Council's Third Party Hirer's Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.
- ☐ Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

VAT Booking/Payment Declaration (tick as appropriate)

- ☐ It is my intention to book on a weekly basis. (This method of payment will incur VAT at the standard rate.
- ☐ It is my intention to block book the school facilities on a 10-week or more basis. (This method of payment will not incur VAT). The minimum payment is 2 weeks in advance.
- ☐ I am booking on behalf of a non-profit making, Voluntary Body and exempt from VAT. (Complete the declaration below).

DECLARATION

On behalf of I confirm that this organization is non-profit making and that should the payments made by members in respect of the hire of the facilities at Norton Canes High School exceed the cost of the hire charge, they will be used for the benefit of all members. We are therefore entitled to Value Added Tax (VAT) exemption.

Signature of Applicant:

Full Name (in block letters)..... Date:

NOTE: The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

a. **Appendix 4**

b.

c. AGREEMENT FOR THE USE OF SCHOOL PREMISES (Expires 31st July 2022)

The following agreement is between Norton High School and for the hire of facilities detailed as follows.

Area hired/ additional facilities and equipment

Dates and Times of Hire

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown above, the hirer shall observe the following conditions: -

1. The person in charge of the activity should be aware of the fire escape routes before the start of the letting and the Conditions of Use prevailing at the time of the letting.

2. Have a receipt and written authorization to use the premises.

Payment should be made prior to the letting(s) taking place in accordance with the following schedule before authorization will be given.

Payment Schedule

VAT is / is not payable. The amount below is inclusive of VAT where appropriate

Amount	3. Date of Payment

NOTE: Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.

Signed by

Date:

.....
On behalf of the Governing Body

Signed by the
hirer

Date:

.....

Hazard Exchange Information for Lettings

Premises name/address	NORTON CANES HIGH SCHOOL BURNTWOOD ROAD NORTON CANES CANNOCK STAFFS WS11 9SP
Details of Letting (e.g. Brownies)	
Contact name	
Contact telephone number	

Section 1 - Premises Hazards

The premises manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

Hazards identified and notified to those letting premises	Details/location and control measures to be taken.

Add more rows if required

Section 2 – Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

Hazards – Lettings	Details/location and control measures to be taken.

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the Premises Manager and the person/group letting the building will be required to exchange written risk assessments.

Sign and date

Premises Manager			
Representative for those letting the premises			
Creation date			
Review date(s)			

