

the *Kind's* school

specialising in maths and computing

# Lettings Policy



## Lettings Policy

### Policy Statement

The School recognises and acknowledges that there is a duty to provide facilities for use for both the public and commercial usage outside of the normal hours of operation. The School shall be the final arbiter in allocation of facilities for use by hirers and shall determine the appropriate level of charges.

The School also recognises that this usage should be appropriate and be provided under strictly monitored conditions.

### Purpose

This document seeks to establish the policy for the provision of the School and its facilities for letting to Hirers. It establishes the terms and conditions for that hire and sets out the allocation and charging arrangements.

### Scope

This policy applies to all lettings and hirings where a charge will apply. It refers to the written agreement between the School and the Hirer. The policy only applies to those groups or individuals who are the 'Hirer' or participants in the activities for which the facilities have been let.

### Responsibility

- Hirers and members of participating activities are expected to abide by the terms and conditions of this policy.
- Any students participating in these activities will abide by the terms set out by the 'Hirer'.
- Visitors to the School who are not participating are expected to abide by the terms of this Policy.
- Any vehicles brought on to the site for these activities are the responsibility of the owner.

### Introduction

The King's School regards the buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will 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 by an outside organisation must be reimbursed to the school's budget.

## **Definition of a Letting**

A letting is defined for the purposes of this Policy as "a non-exclusive" licence 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 of education for all its students.

Use of the premises for activities such as staff meetings, Parents' meetings, Governing Body meetings and extra-curricular activities of students 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.

It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

## **Management and Administration of Lettings**

The Business Manager is responsible for the management of lettings, in accordance with The King's School's policy. Where appropriate, the Business Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher or Business Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult the Chair of the Finance and Premises Committee who is empowered to determine the issue on behalf of the Governing Body.

## **The Administrative Process**

Organisations seeking to hire School premises should approach the Headteacher (or other designated members of staff), who will identify their requirements and clarify the facilities available.

An Initial Application Form (a copy of which is attached as Appendix A) should be completed at this stage. The School 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 formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer by the School, setting out full details of the letting and enclosing a copy of the terms and conditions (a copy of which is attached as Appendix B) and the Lettings Acceptance Agreement. The Charges for facilities available to hire at the King's School are set out in Appendix C and the Lettings Acceptance Agreement is set out in Appendix D.

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, in accordance with the Governing Body's current scale of charges and payment shall be made within 30 days of the receipt of the invoice.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private 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.

In order to avoid a situation where the Pontefract Academies Trust has entered into a lease the maximum duration for all lettings agreements will be 12 months.

All lettings fees, which are received by the School will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

Income and expenditure associated with lettings will be regularly monitored by the Business Manager and Finance Manager to ensure that at least a "break even" situation is being achieved.

### Summary

- 1 The Business Manager, Finance Team and Site Services Team will be responsible for all matters concerning lettings. Facilities will only be let where they are not needed for school purposes.
- 2 The aim of the Lettings policy is twofold: to generate an income for the education of students; and to enable the provision of community facilities, which benefit students and their families.
- 3 No facility will be let to any person or organisation for a purpose, which in the opinion of the Headteacher or Business Manager is inconsistent with the aims and values of the School.
- 4 No letting will be subsidised from the resources provided for the education of the students. All hirers will be required to demonstrate to the satisfaction of the Headteacher or Business Manager that they have adequate insurance to compensate the School for any damage they may cause; the Headteacher or Business Manager should consult the Council's Insurance Officer as to the adequacy of the insurance.
- 5 Requests for lettings must be notified to the School with details of:
  - Hirer's name;
  - Facilities required;
  - Activity for which letting is required;
  - Date(s), duration and frequency;
  - Evidence of adequate Public Liability Insurance (a photocopy of the policy).
- 6 Lettings will be chargeable under one of two categories:

i. Cost recovery:

This rate will apply to groups providing non profit-making facilities to the Community including pupils and/or their families, which in the opinion of the Headteacher or School Business Manager are supportive of the aims and ethos of the school. A charge covering the full cost will be levied including energy, any additional cleaning, caretaking, an allowance for wear and tear, the use of school equipment and administration. Where these costs can be shared between groups hiring facilities simultaneously the charge may be reduced to a level where costs are recovered.

ii. Income generating:

This rate will apply to all other lettings. In addition to recovering costs as in (a) above, lettings will be charged at such a rate as to generate income for the School.

The Finance Officer that has a delegated responsibility for administering all lettings agreements will calculate a schedule of costs for facilities, to be appended to this Policy, and will report annually to the Finance and Premises Committee on the operation of the Lettings and Hire Charge Policy, including the pattern of costs and income and any suggestions for amendment to the Policy.

### **Charges for Lettings**

The King's School 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 and lighting)
- Cost of staffing (additional security, caretaking and cleaning) - including "on- costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)
- Public Liability Insurance

A charge to cover any additional cleaning or repairs to damage that may be required after an event will be incurred.

### **“One-Off” Letting Fees**

On occasions, it may be deemed necessary to negotiate “one-off” letting fees for particular events such as a function requested on a bank holiday. The school reserves the right to negotiate an additional charge to cover any functions that take place on a bank holiday or outside normal working hours. The charge would be agreed by the Business Manager in partnership with the Headteacher and chair of the Finance and Premises Committee.

### **Monitoring the Effectiveness of the Policy**

Bi-annually the effectiveness of this policy will be reviewed, or when the need arises, and the necessary recommendations for improvement will be made to the governors.

The specific charge levied will be reviewed annually, during the spring term, by the School Finance and Premises Committee for implementation from the beginning of the next academic year, with effect from 1 September of that year.

### **Publicity**

The Lettings and Hire Charge Policy will be publicised. The policy will appear in the shared 'G' drive and on the school's web site.

**Appendix A - The King's School Hire of School Accommodation/Lettings Application Form**

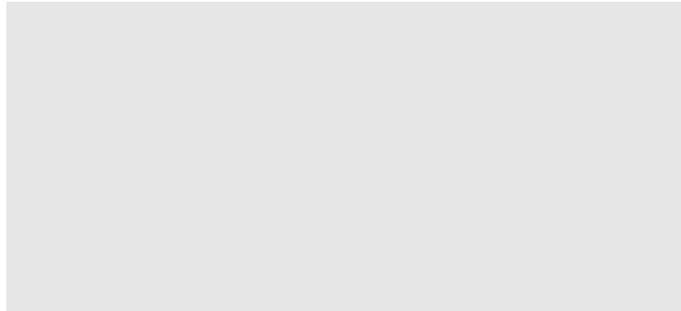
**Application Details (to be completed by the Hirer)**

Name of Applicant

Telephone No. (Office Hours)

Full Postal Address

Name of Organisation  
Email



**Event details**

Date(s) required

Start/End time

Accommodation required

Estimated number involved

Purpose of event

Does it involve public performance?

Yes/No

If you need any other facilities or equipment please list your requirements

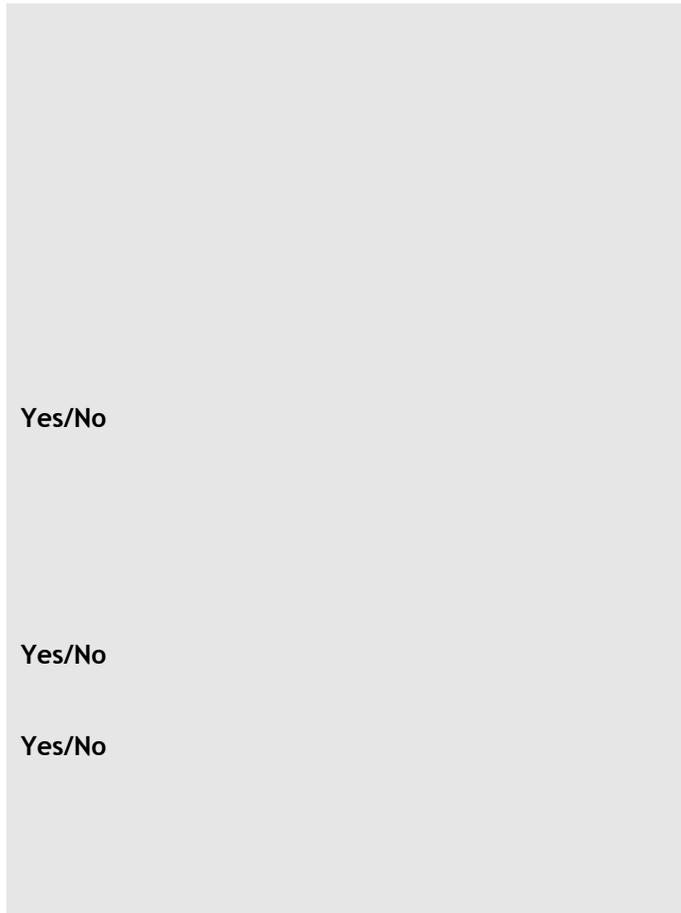
Are you applying for the cost recovery rate?

Yes/No

Are you applying for a 5% Discount for a repeat / block Booking.

Yes/No

Please note hirers can not apply for both rates.



Before returning this application form read the attached terms and conditions. Please return the application form to:-

T Chick, The King's School, Mill Hill Lane, Pontefract, WF8 4JF  
Tel 01977 601701 Fax 01977 601710. Email [tchick@kings.wakefield.sch.uk](mailto:tchick@kings.wakefield.sch.uk)

You will be informed immediately whether your application has been accepted and will be sent an acceptance form 14 days (if possible) before the booking to be signed and returned prior to the event.



## Appendix B - Terms and Conditions for the Hire of The King's School



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 all aspects of the letting and 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 lettings 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.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS) This will be at hirers own expense.

If a particular letting involves contact with the School's students, all personnel involved should have a current DBS check, in accordance with legislation and current DfE guidance. This will be at hirers own expense.

These checks must be made by prior arrangement with the Finance Officer, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the School's students (for example, at an after school sports club) must be qualified through a recognised, appropriate body and organisations should have a Safeguarding / Child Protection Policy in place that should be shared with the school.

Sports coaches must follow the Wakefield MDC guidelines for working in schools or other appropriate guidelines from their governing body.

### **Priority of Use**

The Business Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### **Attendance**

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.

### **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**

Prior to the event, the Hirer will be made aware of all Health and Safety, Fire Safety and security issues through training/induction delivered by the Site Services Team. The Hirer will then be responsible for the dissemination of this training/information to all supervisors of the event or letting.

The hirer must not interfere with, or misuse, any property of the King's School which is provided in the interests of health, safety or welfare. Hirers have a responsibility to ensure that all activities are safe and to safeguard their participants from avoidable harm.

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 will not exceed the occupancy figure for the main hall approved by Wakefield council Building Control which is 830 people.

The Hirer should be aware that there is no provision for spectator facilities and within the agreement there should be no spectators allowed unless there is competition under the regulations of a sporting or other body. In this situation, liability for any risk or harm to spectators will lie with the Hirer.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, (including the receiving and dismissal of students/participants) and - where applicable - the Hirer must adhere to the correct adult/student ratios at all times.

The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hirer should be aware of all applicable public safety and security policies.

### **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 School has arranged appropriate public liability insurance to cover all 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. A pro-rata cost of the insurance premium has been included in the hire charge. Any damage or loss not covered by public liability insurance will be charged to the hirer.

Lettings for commercial, entertainment purposes will be subject to the hirer having suitable public liability insurance (evidence of which should be presented to School before the hiring).

### **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 School.
- Appropriately qualified 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 they are using, and for the equipment's safe and appropriate use. The School must be informed of any damage, loss or theft immediately.

### **Grounds**

No markings may be made on the grass of the school playing fields or hard areas (e.g. car parks or playgrounds) without prior permission.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the King's School code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the King's School. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

### **Toilet Facilities**

Access to appropriate toilet facilities is included as part of the hire arrangements.

### **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, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings.

**Use of the school's resources is not available.**

### **Food and Drink**

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

### **Litter**

All litter must be placed in the bins provided.

### **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the licensee or a senior member of staff.

### **Entertainment Licences**

Licences are generally required for public entertainment, stage performances, musicals, bingo etc. The hirer should ascertain whether or not a licence is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary license.

### **Gaming**

No gaming is allowed in the School, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.

### **Smoking**

The whole of the School premises is a non-smoking area, and smoking is not permitted.

### **Heels and Shoes**

No stiletto or any type of thin heel is to be worn. Appropriate footwear should be worn for all indoor sporting activities. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **Copyright or Performing Rights**

No copyright dramatic or musical work or lecture shall be performed, sung or delivered without the licence of the owner or the copyright, and all such licences shall be produced to the school before the commencement of the hiring. The school reserves the right to censor and cancel without liability for loss as a result of such censorship or cancellation, any stage play, sketch, lecture or other performance or event for which copyright legislation applies if proof of copyright/performing rights is not forthcoming from the hirer. The hirer shall indemnify the school against any infringement of copyright which may occur during the hiring.

### **Sub-letting**

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

### **Charges**

Hire charges are reviewed annually and the current charging structure is set out in the Hire

### **Payment of Charges**

All charges must be paid within one month of the issue of invoices. Invoices for hirings or lettings will be issued the same month of usage. No other payments shall be made other than through the invoice procedure.

### **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 either way is given.

It is the Hirer's responsibility to notify participants in writing (where appropriate) of any changes in dates or venues at least a week in advance. If an event is cancelled at short notice and significant preparation work has been undertaken a cancellation charge may be incurred to cover the costs related to undertaking the preparation work.

### **Security**

The School will hire and pay for a person to be responsible for the security of the premises before, during and after all lettings taking place on a Monday to Friday, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting.

A King's School representative will not be on site for the duration of all weekend lettings but an emergency contact telephone number will be available in the case of an emergency.

Only named key holders may operate the security system. Keys should not be passed to any other person.

The Hirer will only have rights of access to those parts of the building described in the lettings agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

### **Right of Access**

The School reserves the right of access to the premises during any letting. The Headteacher, Business Manager or authorised members of the Governing Body may 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 cost may be charged.

### **Vacation of Premises**

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

### **Emergency Evacuation**

All hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these.

In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members and staff of the group involved. An Evacuation Marshal should be nominated and an accurate head count taken for all events. The Hirer should ensure that they have made specific arrangements for the evacuation of anyone with disabilities to the fire refuge point. They should follow the usual emergency evacuation procedures and meet at the designated assembly points. The incident will be managed by the member of school staff on duty (after 1830 this would normally be the Caretaker) and the Hirer should follow the instructions of the incident manager.

Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by the incident manager. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

All fire exits must be kept absolutely clear during the hiring.



## Appendix C - Charges for facilities at the King's School

### Weekday Rates

Facility	March 2015 Charge per hour £	April 2015 onwards Commercial charge Per hour / part hour £	April 2015 onwards Community charge per hour / part hour £
Hall	32.50	35.00	29.00
Hall + stage	-	<i>No different to above.</i>	<i>No different to above.</i>
PA system*	10.00	11.00	11.00
Lighting*	20.00	25.00	18.00
Sports Hall	32.50	34.00	28.00
Gym	22.50	24.00	21.00
Netball/Tennis Court	5.00	10.00	8.00
Cricket Pitch	10.00	15.00	11.00
Football/Hockey/Rugby Pitch	15.00	16.00	16.00
Changing Rooms**	10.00	11.00	11.00
Drama Studio	22.50	24.00	18.50
Classroom	17.50	18.50	13.00
Classroom facilities	5.00	5.50	5.50
ICT suite	22.50	24.00	24.00
FLC Kitchen	-	24.00	20.00
F2 Meeting Room	-	18.50	15.00
FLC Meeting Room	-	12.00	12.00

## Weekend Rates

Facility	March 2015 Charge per hour £	April 2015 onwards Commercial charge per hour / part hour £	April 2015 onwards Community charge per hour / part hour £
Hall	37.50	39.50	35.00
Hall + stage	-	<i>No different to above.</i>	<i>No different to above.</i>
PA system*	15.00	16.00	16.00
Lighting*	25.00	26.50	22.00
Sports Hall	37.50	39.00	34.00
Gym	27.50	28.00	24.00
Netball/Tennis Court	7.50	12.00	10.00
Cricket Pitch	12.50	17.00	13.00
Football/Hockey/Rugby Pitch	17.50	18.50	18.50
Changing Rooms**	12.50	13.00	13.00
Drama Studio	25.00	26.50	22.00
Classroom	19.50	20.50	18.50
Classroom facilities	5.00	6.00	6.00
ICT suite	32.50	34.00	29.00
FLC Kitchen	-	25.00	20.00
F2 Meeting Room	-	20.00	15.00
FLC Meeting Room	-	14.00	12.00

\* This rate is per session and assumes that a competent person will be in charge to operate the equipment. A pre/post usage inspection will be included.

\*\* This rate is per session or match. Repeat or block bookings may be offered at a discounted rate of 5% at the discretion of the Headteacher or School Business Manager. This will not apply to any organisations benefitting from a cost recovery rate.



### Appendix D - Lettings Acceptance Agreement

Hirer \_\_\_\_\_ Date of Event \_\_\_\_\_  
 Date of issue \_\_\_\_\_ Reference \_\_\_\_\_

1. I have read the Terms and Conditions of the letting and agree to abide by them and any other special conditions of which I am informed.
2. I accept additional charges may be levied where there is damage to the school building or property through negligence or willful intent.
3. I have the necessary insurance cover for the event (School/own insurance)\* and have enclosed a copy.
4. I have been advised of the emergency procedures with the appropriate information/training.
5. All supervisors of the event will be made aware of the appropriate information/training for emergency procedures.
6. I agree to the payment conditions.
7. I am over 18.
8. I accept the quoted charge of **£00.00** which includes a discount based on the cost recovery rate / discount for a repeat / block booking - please delete as is appropriate.

Signed \_\_\_\_\_

Name in full \_\_\_\_\_

*Please return this acceptance form to school a.s.a.p. after completion*

\*Delete as appropriate

*For school use*

Charge quoted **£00.00**

Approved by Finance Officer \_\_\_\_\_

Date \_\_\_\_\_

Approved by Business Manager \_\_\_\_\_

Date \_\_\_\_\_