



Hayes School
(Part of the Impact Multi Academy Trust)

Policy Document

Policy Name	Lettings Policy
Date of Last Review:	Spring 2023
Date of Next Review:	Spring 2024
SLT Responsible:	Principal Facilities Manager



1. Introduction

School premises may be let out to provide a source of additional income. Provided that there is no interruption to, or curtailment of school use of the premises, part of the school buildings and grounds may be let to outside hirers before or after the end of the school day, at weekends and during the holidays in order to:

- Raise income for the school
- Better integrate the school into the local community
- Satisfy some of the needs of local individuals, groups and organisations;
- Increase the use of facilities which are, of necessity, under used by the school.
- Provide additional opportunities which may be of benefit to members of the school community.

The Governing Body will determine how the school premises are used both during and outside school hours and must have regard to the desirability of making the premises, including sports facilities, available outside school hours to the local community. However, the school must have priority use of the premises at all times.

The Facilities Manager is responsible for all lettings and will keep detailed records of each letting application.

2. Guidelines

- The Governing Body can apply to the Sports and Arts Councils for funding, including National Lottery funding, for sports and arts facilities which the community can use.
- Candidates in parliamentary and local elections have rights to use school rooms for public meetings when they are not being used for educational purposes, or if the premises are not under a lettings agreement. The Returning Officer may use school rooms at any time for an election rent free, but must pay the school for any costs incurred.
- Lettings will not be made to persons under the age of 18, or to any person, organisation or group with an unlawful or extremist background.
- The Governing Body can enter into Transfer of Control Agreements (TofCAs) by which it can share control of the school premises with another body or transfer control to it. The Governing Body must get the Secretary of State's consent before entering into a TofCA which transfers control of the premises to another body during school hours.
- 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.
- The scale of charges for lettings and/or for the use of facilities must be approved by the Governing Body.
- A damage retention charge may be made for certain events. This refundable charge is to be paid in addition to and at the same time as the letting charge.



3. Health and Safety

The requirements of the Health and Safety at Work Act 1974, and other legislation including, in particular, the Management of Health and Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984 apply to lettings. It is important that any hirers are made aware of this and of any relevant sections of the school's health and safety policy and that they agree to comply with any safety and security requirements therein, and the conditions of use (see Appendix 1).

Nothing shall be done which will endanger the users of the buildings, 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 Facilities Manager.
- d) The hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points and shall be familiar with the firefighting equipment available
- e) 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 previous consent. Neither should smoke or bubble machines be used without consent.
- f) No unauthorised heating appliances shall be used on the premises
- g) All electrical equipment brought into the building shall be subject to regular PAT testing and certification proved in evidence at the hirer's own cost.
- h) Adequate supervision must be provided to maintain good 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.
- i) The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.
- j) No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

4. Safeguarding & Child Protection and Complaints

Where the school facilities are being let to organisations providing activities for children and young people the school will require the following:

- Confirmation that the organisation (or individual) has an appropriate safeguarding and child protection procedure and policy in place. A copy must be provided to the school prior to the commencement of hire of the premises.



- Confirmation that the organisation (or individual) has a complaints procedure and policy in place. A copy must be provided to the school prior to commencement of hire of the premises.
- Confirmation that individuals carrying out the work are suitable for working with children and young people. Organisations are responsible for and obliged to carry out all relevant checks on all individuals who are currently employed or volunteer to provide services to children and young people on the school premises or any employee or volunteer who is appointed in the future. (The organisation is required to keep and maintain records of checks carried out and to allow inspection of these records by the school)
- Confirmation that the organisation (or individual) holds public liability insurance

5. Disclosure and Barring Service (DBS)

Hirers and Sports Coaches using school facilities for activities involving children and young people (including children not from Hayes School) are required to supply the following on company headed paper for the person responsible for the hire of the premises and all employees or volunteers who are engaged in activity on the school site, including details of

- Full Name(s)
- Date(s) of Birth
- DBS number(s)
- Date(s) of Clearance
- Confirmation that individuals are not barred or restricted from working with children or disqualified under the Childcare (Disqualification) Regulations 2018 and the Childcare Act 2006.

Organisations letting the facilities during the school day will be required to sign in at Site Office/Reception and to wear an ID badge/lanyard at all times on site.

The school will ensure that the purpose of individuals and organisations letting the school facilities is appropriate and does not compromise the ethos and values of the school or British values.

6. Licenses and Permissions

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should provide copies to 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, musical, operas or stage plays. The borrowing of music scores or plays from a library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing may be subject to a licence. Lettours are advised to check the relevant requirements at:



7. 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.

8. Animals

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

9. Evaluation

This policy will be reviewed annually by Governors.

10. Procedure

- Initial enquires are directed to the Facilities Manager, who checks for availability of the school accommodation required and the suitability of the activity it is required for.
- If the accommodation is available and the activity is suitable, a booking form and a list of hire charges are sent to the enquirer with a covering letter from the Facilities Manager asking for the following information about obtaining a Public Entertainments License:
 - Comp
 - Safeguarding
 - DBS
 - PL
- The Facilities Manager will inform all prospective lettors that they must have a complaints procedure to deal directly with any issues from service users. A copy must be provided to the school.
- For those organisations working with children they must have a Safeguarding and Child Protection policy and a copy must be provided to the school.
- DBS information must be provided – (see appendix 1 bullet point 2)
- Risk Assessments following guidance from any relevant regulatory body must be completed and the school may ask to see a copy.
- On receipt of both the completed application and relevant supporting documentation (Please see Appendix 2), the letting may progress at the discretion of the Facilities Manager (and Principal as appropriate). If the letting is not to take place the applicant should be advised in writing.
- If the letting is approved, the Facilities Manager notifies the Finance Manager and passes over a copy of the letting form.



- The Finance Manager then raises and sends an invoice requesting payment in advance of the letting.
- Outstanding payments are to be brought to the attention of the Facilities Manager at the end of each month.
- Any write-offs must be authorised by the Principal.
- The Governing Body of Hayes School reserves the right to withdraw use of the school facilities where regulations are not followed.

Charges for Rooms and Facilities – scale of charges at September 2022

Classrooms	£20 per hour
Practical Rooms	£25 per hour
Sports Hall	£45 per hour
Dance Studio	£25 per hour
Drama Studio	£20 per hour
Multi-Purpose Hall	£30 per hour
Astro Pitch	£50 per hour
Main Hall**	£40 per hour
Dining Room Area and Servery	£15 per hour

**Additional costs of £10 per hour may be charged for lighting and sound equipment

- Lettings charges are to be paid in advance
- Charges will be per 60 minute blocks
- The maximum period for any letting contract is limited to twelve months.
- A cancellation charge of 20% of the hire fee will be made in the event of less than one week's notice being given.
- Lettings are to finish promptly at the agreed time.
- Over-runs will be charged at double rate and will be due immediately.
- A cleaning cost may be charged depending upon the nature of the event. The Facilities Manager is to use their discretion in this regard.
- Any damage retention charge made is payable at the same time as the letting charge; this charge is refundable in full if there is no loss or damage.
- The Facilities Manager may reduce the above fees in special circumstances, when authorised so to do by the Principal. The reason for any reduction is to be documented in the Facilities Manager's lettings record. The main reasons why reductions will be authorised fall into the following categories:
 - Reciprocal arrangements with local clubs
 - Lettings which promote good public relations and community links
 - Long established lettings with local clubs
 - Regular lettings, where annual fees are paid up-front



Appendix 1 – Conditions of Use

1. All hirers must apply on the official Application for Use of Premises form.
2. Hirers/coaches are required to supply the following information on company headed paper for all individuals employed or voluntarily engaged in activity on school site:
 - Full name(s)
 - Date of Birth(s)
 - Disclosure and Barring Service Number(s)
 - Date(s) of clearance
 - Confirmation that individuals are not barred or restricted from working with children or disqualified under the Childcare Disqualification Regulations 2009 and the Children Act 2006.
3. Organisations involved in providing regular paid activities will be required to provide a copy of their complaints policy/procedure.
4. Organisations providing activities for children and young people will require an appropriate safeguarding and child protection policy/procedure and must provide a copy to the school.
5. The hirer will ensure that they and any of their staff will be appropriately dressed and be mindful of modelling appropriate language and behaviour.
6. Any activities must not incite hatred, violence or call for breaking the law.
7. The hirer is not permitted to encourage, glorify or promote acts of violence or terrorism, or individuals or groups involved in these acts.
8. The hirer must not insult or denigrate any group, faith or belief.
9. All hirers must pay the hire charge in advance.

The hirer will pay a deposit to cover any additional charges that may be incurred as a result of the let. This deposit will be returned to the hirer if no additional charges are incurred.
10. All hirers must adhere to the licensing laws – no alcohol may be sold unless a temporary events license has been previously obtained.
11. Hayes School is a no-smoking zone. No smoking, e-cigarettes or vaping is allowed anywhere on the school premises, including the grounds.
12. All hirers must leave the premises in a neat and clean condition. All rubbish must be cleared and removed from the site. Furniture/equipment moved by the hirer must be returned to the correct place.
13. Any damage or breakages must be paid for by the hirer. Any damage or breakage must be reported to the duty Site Assistant at the time of the incident.
14. Hirers are responsible for the supervision and conduct of all persons attending the function. Use of areas and/or equipment other than those hired is not permitted.
15. Hirers are required to have Public Liability Insurance cover for loss or damage to property and persons.
16. We reserve the right to levy a reasonable charge for administration and loss of possible hire to any hirer who cancels a booking once a firm booking has been received with less than one week's notice. This charge will not exceed 20% of the original hire charge.
17. We reserve the right to levy a charge for any time that the hirer occupies the premises over and above the time that has been booked and paid for. This will equate to the hourly rate of the original booking and will be charged for each hour or part thereof.



In the event of any direction by the Government or the Department for Education that impacts on the letting of the school premises the school will contact the lessors and advise them of any changes to these terms and conditions and any action we expect to be taken. Lettings may be cancelled if the lessor is unable to make the necessary accommodations.



A company limited by guarantee registered in England & Wales with number 07697400
Registered office: Hawksbrook Lane, South Eden Park Road, Beckenham. BR3 3BE

Appendix 2

Documentation required to support application:

For return to Greg Short, Facilities Manager with the booking form (prior to commencement of hire)

Name of organisation/hirer:	
Contact e-mail:	
Contact telephone number:	

Please ensure that the following documents are sent to Greg Short before ANY booking is made at the school. Tick the boxes below.

Child Protection Policy

Complaint Policy

DBS information

Public Liability Insurance

I can confirm that I/my organisation has read, understood and agrees to comply with the conditions of use for the hire of facilities at Hayes School (Appendix 1)

Signature of hirer:	
Date:	

