



# RAINFORD HIGH

PART OF RAINFORD ACADEMIES TRUST

## **Rainford High**

### **Lettings Policy**

#### **Everyone Matters**

We expect our community to be polite and respectful

#### **Everyone Helps**

We expect our community to make sensible choices

#### **Everyone Succeeds**

We expect our community to work hard

<b>Policy Owner</b>	Business and Finance Director
<b>Scope of the Policy</b>	This policy applies to all of the school community
<b>Last reviewed by trustees</b>	<b>September 2020</b>
<b>Next review due</b>	<b>September 2023</b>
<b>Summary of key changes</b>	<ul style="list-style-type: none"><li>• None</li></ul>

## **Rainford High School** **Lettings Policy and Procedure**

### **Policy**

1. Introduction
  - 1.1. The Board of Trustees of Rainford High regards the school and college buildings and grounds as a potential asset to the local community.
  - 1.2. The buildings and grounds are contained within the St Helens E4L, Building Schools for the Future PFI project and therefore have to be utilised within that context.
  - 1.3. The Trustees wish to make every reasonable effort to enable the assets to be used as much as possible by the local community.
  - 1.4. The primary purpose of the school is to provide the best possible education available for its pupils and students. However, in consideration of the promotion of equality of opportunity and community cohesion for the local area, any lettings of the premises to outside organisations will be considered with these in mind.
2. Definition of a letting
  - 2.1. A letting can be defined as:

“Any use of the school buildings and grounds by parties other than the school and its partners. This may be a community group or a commercial organisation”.
3. Priority for lettings
  - 3.1. The Board of Trustees is mindful of the needs in the local area. The following lettings are to be especially encouraged:
    - 3.1.1. Educational activities open to school pupils and their families
    - 3.1.2. Recreational activities open to school pupils and their families
    - 3.1.3. Activities organised by local community groups for the benefit of the local community
    - 3.1.4. Activities organised by commercial organisations for the benefit of the wider community.
4. Charges
  - 4.1. The Board of Trustees is responsible for setting charges for the letting of the school premises. The charges have to reflect any additional costs incurred by the school in the course of the letting.
  - 4.2. The scale of charges will be reviewed annually by the Trustees' Finance, Resources and Remuneration Committee for implementation from the 1st April of each year.
  - 4.3. For the purpose of charging, the Principal is delegated to determine the charge applicable to each individual or organisation. For operational purposes, this is delegated to the Director of Business and Finance.
  - 4.4. The timescale and charges for cancellations are set out in the Conditions of Letting of School Premises.
  - 4.5. The School, as an Academy is currently exempt from charging VAT on sales.
  - 4.6. The Charges are set out in the attached schedule and is subject to annual review.
  - 4.7. The minimum hire period is one hour.
  - 4.8. Any additional equipment/resources will be charged at a rate negotiated with the Director of Business and Finance.

5. Damages
  - 5.1. The school reserves the right to recharge the user the cost of any damage to the premises or equipment and/or the cost of any additional cleaning/caretaking or other expenses where the premises are left in an unacceptable condition.
  - 5.2. The School will seek to recover any cost incurred by the School that is unavoidable and as a direct result from the cancellation of a letting.
6. Facilities available for Lettings
  - 6.1. The School has the following facilities available for hire:
    - 6.1.1. Sports Hall
    - 6.1.2. Activity Studio
    - 6.1.3. AstroTurf, as full or half pitch and with or without Changing Rooms
    - 6.1.4. Tennis / Netball courts
    - 6.1.5. Auditorium / Theatre
    - 6.1.6. Outdoor Performance area
7. Times available for Lettings
  - 7.1. All Facilities are available as follows
    - 7.1.1. Monday to Thursday 18:00 to 21:00
    - 7.1.2. Not available Friday
    - 7.1.3. Not available Saturday or Sunday
  - 7.2. Availability is subject to the changing needs of the school.

### **Lettings Procedure**

1. Send out Standard Letter for Hire including:
  - a. Booking Form
  - b. Indemnity Agreement
  - c. Conditions of Letting
  - d. Copy of lettings policy
2. Check compliance with Trustees' Letting Policy.
3. Check availability of facilities requested.
4. Confirm letting to proposed hirer including VAT if appropriate and method of payment. As a general rule VAT would only be chargeable for the hire of sports facilities if the booking is for less than 10 weeks.
5. Each letting is recorded by the school.
6. All payments received are recorded with the Finance Office.
7. The Conditions of Letting of College Premises and the Conduct required of users is set out in the Conditions of Letting of College Premises.
8. The Principal has delegated authority to determine the security risk for each letting and is responsible for allocating a continuous security presence or other control measure.

9. Management of lettings
  - a. The Board of Trustees has delegated day-to-day responsibility for lettings to the Principal in accordance with the Board of Trustees' policy. The Principal has delegated all of this responsibility to the Director of Business and Finance, whilst still retaining overall responsibility for the lettings process.
  - b. If the Principal has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Trustees' Finance, Resources and Remuneration Committee (or the Chair of Trustees where time does not permit a decision from the named committee).
  - c. An annual report on lettings will be made to Trustees by the Director of Business and Finance. The report will include information on usage, income, enquiries, incidents and accidents.
  - d. A record of all enquiries will be kept on file. A standard booking form will be completed for all bookings.
  - e. The Lettings Manager will administrate applications and lettings.
  - f. The Director of Business and Finance will, under the delegated authority from the Principal, decide on the acceptance of applications.
  
10. Issuing a Lettings Contract and Indemnity Agreement
  - a. On approval, the application will be confirmed. The confirmation email will attach
    - i. The Conditions of Lettings
    - ii. The Standard Booking Form
    - iii. The Indemnity Agreement
  - b. The Indemnity Agreement should then be signed and returned to the school. The school will be in receipt of these signed copies before a letting takes place.
  - c. An invoice will be raised for the booking.
  - d. Payment is required to be made in advance of usage.
  - e. A bond is also be required to cover any damage incurred.
  - f. The income will be received, receipted, banked and recorded in accordance with the school's financial regulations and the LA's Financial Instructions
  
11. The Principal, on behalf of 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 and payment received in full. The reason for refusals will be recorded on the bottom of the Standard Booking Form and fully explained to the enquirer.

## **Rainford High School**

### **Lettings Policy - Conditions of Hire**

1. The Conditions of Hire for facilities within the school are contained within the Policy for Lettings.
2. The hirer agrees that all requirements relevant to the letting will be complied with (including obtaining any necessary licences) and that all personnel employed by the Hirer or involved in the activity concerned will be advised of these conditions.
3. The needs of the school will take priority and therefore all lettings can be cancelled or rescheduled if necessary. In the event of cancellation, every effort will be made to give the Hirer a minimum of seven days' notice. The school cannot be held responsible for short notice being given due to emergency repairs or health and Safety issues.
4. Cancellations – The school now has a no refund policy.

School cancellations – Should the school need to cancel any booking for school activities, the Hirer will be refunded if applicable.

Hirer cancellations – With the exception of health & safety no cancellations will be accepted and full charges will apply.

5. Attendance shall be limited to the number of persons which may be comfortable and safely accommodated on the premises, and also to the amount the organisation is insured for.
6. The Hirer shall indicate in writing of the acceptance of these conditions and indemnifying the School and the Council against any claims arising from the use of the premises and shall reimburse the School or Council for the cost of remedying any loss or damage occasioned by the use of the school for any function.
7. The hirer shall not sub-let the premises.
8. The hirer will not interfere with the fabric or building of the school, including gas, electrical or water fittings.
9. No letting will be allowed for the purpose of private profit.
10. Except for the agreed lettings of the Auditorium or Outdoor Performance Area, there shall be no general admission to the public to any function.
11. Except for the agreed lettings of the Auditorium or Outdoor Performance Area, no money shall be taken at the door as guests are admitted.

12. Except for the agreed lettings of the Auditorium or Outdoor Performance Area, admission shall be limited to only members and friends of the organisation.
13. For the agreed lettings of the Auditorium or Outdoor Performance Area, and in the agreement of the Director of Business and Finance, performances can be open to general admission and a donation can be taken by the letting organisation for performances.
14. All articles found on the premises shall be handed to the Lettings Assistant. These items will be kept for a maximum of 3 months before being disposed of.
15. School accommodation will NOT be let for any purpose having, in the opinion of the Trustees, an immoral or vicious tendency.
16. After the lettings, the premises should be left in the perfectly clean state and equipment returned to the original location and where this condition is not observed the Hirer shall be refused further lettings.
17. The school has the right to refuse entry, or to ask to leave, any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
18. Any additional cleaning undertaken by the school which, in the opinion of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to the Hirer at the appropriate rate.
19. The hirer will not allow food or any liquids other than water to be brought into the hired facilities.
20. The hirer will ensure that any guidelines regarding correct footwear or equipment is followed.
21. The Hirer will not permit the use of chewing gum on site.
22. The Hirer will make their own arrangements for the provision of changing room supervision.
23. The Hirer shall be fully responsible for the orderly nature of the function and accepts that he/she should familiarise him/herself with emergency procedures including evacuation, the position of telephones, escape routes, fire alarms and fire-fighting equipment.
24. Hirers must ensure that any instructors or leaders are suitably qualified and insured and that DBS checks are in place when necessary. Hirers are responsible for their own activities undertaken.
25. Rainford High School reserves the right to refuse access to any individual, to the school premises if deemed necessary by the School Trustees or Staff.

26. Rainford High School operates a no smoking policy. It is against the law to smoke on the premises, including anywhere within the site boundary. The Hirer, and those using the school premises under the same letting arrangement, must respect this policy.
27. Rainford High School has a No Dogs policy. Only dogs deemed as Working Dogs are permitted on the premises. The Hirer, and those using the school premises under the same letting arrangement, must respect this policy.
28. Rainford High School is responsible for ensuring that the means of access are safe for the use of Hirers and that equipment used by the Hirer is safe. Therefore, if the hirer discovers a hazard in regard to the access to school premises or equipment to be used, he/she should take action to make the Site staff on duty aware of the hazard.
29. The Hirer and members of the organisation are permitted use of the main car park only. Access is restricted to the facility hired and to no other area within the school grounds.
30. The school will not be held responsible for the loss of or damage to the property of Hirers or guest.
31. There is cover under Rainford High School Public Liability Insurance Insofar as injuries arising from a defect of the School premises or of the contents of the building concerned, however, it is the hirer's responsibility to inspect the premises and equipment prior to use to ensure that they are fit for use. There is no cover against injury arising from some action or negligence by the Hirers. Hirers should therefore note they must accept responsibility for suitable supervision and for taking out adequate Insurance cover.
32. Revised rates will be set annually by the Trustees for implementation in April in each year. Current rates are set out in the attached letter. Rates will vary for different areas of the school and times of the year.
33. The signatory of the application booking form will be responsible for ensuring that charges are paid to the school in advance of the date of hire.
34. Payment of gratuities to any member of the School Trustees or staff and acceptance thereof by such servants is strictly forbidden.
35. The premises will not be heated between May and October for the Hirer.
36. The Hirer shall, as a condition of hire, accept these conditions, indemnifying the school and the Council against any claims arising from the use of the premises.
37. Any additional conditions which the School Trustees approves shall be enforceable without notice.

**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.

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