

# ASST Lettings Policy 2023-25



<b>Date Policy approved:</b>		<b>Chair of Trust Board:</b>	<b>Chair of Finance &amp; Audit Committee:</b>
<b>Date of next review:</b>		<i>Signed:</i>	<i>Signed:</i>
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# Lettings Policy

## 1. Introduction

All Saints Schools Trust (ASST) recognises the role of the school within the community and welcomes the use of the schools' premises for a variety of community and leisure purposes.

Use of the school premises by the school, or on behalf of the school (e.g. Friends Association/PTA) are not subject to the charging elements of this policy.

A copy of the Lettings Policy will be sent with the application form to the Hirer when the initial enquiry is made.

The school will instruct the Hirer to the conditions of letting using the checklist APPENDIX B

## 2. Categories of Lettings

The use of the school premises is divided into the following three categories:

- i. Community and Leisure Learning (e.g. adult education, childrens' holiday clubs)
- ii. Private (e.g. Wedding Receptions)
- iii. Commercial

Please note: The school will not allow the premises to be hired to groups who support extremist ideologies or promote hatred.

## 3. Availability of Premises

The school grounds, hall, kitchen (and access to toilets etc) are available for hire unless required by the school.

## 4. Charges

The Trust Board reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix A.

## 5. VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

## 6. Application Procedures

- a) Application forms, available from the school, should be submitted to the School Office at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the school.

- b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The school reserves the right to:
- refuse applications without giving a reason
  - have a representative present at any function
  - terminate any activity not properly conducted
  - Letting fees are reviewed annually by the school in consultation with the ASST Central Team. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

## CONDITIONS OF USE

### 7. Security of the Premises

Entrance to the school will be via the Main Entrance, unless otherwise agreed. The main key holder for the activity will be responsible for opening the premises, ensuring security during hiring and for securing the premises after the event.

### 8. Use of Facilities

1. The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
2. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
3. **The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.**
4. Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
5. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
6. The Hirer must use only that area of the building hired and must observe any instructions

given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

**7. The Hirer must be informed which toilets can be used.**

8. The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the school, and that the premises are left in a clean and tidy condition.

9. The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

10. The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event
- the cost of repair of damage to the school fabric or equipment
- the cost of replacement of any items of school equipment if uneconomical to repair

11. The Hirer will have access to the school telephone however hirers are urged to consider acquiring mobile telephone for use in an emergency.

12. Express approval by the school is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a license. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

13. Smoking including Vaping is not permitted anywhere in the school building or grounds.

14. Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

15. No combustible materials are to be used within the school, except with the written approval of the school.

**16. The Hirer will be provided with an Incident Report Form Appendix D**

In the event of an allegation being made about a person using the school premises during the hiring period, the Hirer must inform the Headteacher immediately. The Hirer is responsible for informing the appropriate authorities but the school will also ensure this allegation is reported to the appropriate authorities in line with our educational status.

**In the event of fire**

1. The Hirer will call the Fire Service (if school staff are not present and supporting the activity).
2. All users will evacuate the building via the nearest fire exit and muster at the designated point.
3. Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.
4. Fires must be reported to ASST using the Incident Report form.

**In the event of an incident or near miss**

The Hirer must ensure an Incident Report Form is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

## **9. Licences**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

## **10. Insurance**

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer shall indemnify ASST when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the school or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify ASST for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

## **11. Cancellations**

### **a) By the Hirer**

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

### **b) By the School**

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

## Appendix A - Hourly Charges

### Personal and commercial lettings

Evenings Monday – Friday (during the school term\*)

Hall £15 per/hour

Weekends

Hall £15 per/hour

\*Hiring may be possible during holiday periods but can only take place when the caretaker is available to open the close the building.

#### Note:

Personal and Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state
- or
- chargeable breakage(s) occur

this money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

### Community lettings

If community organisations, e.g Brownies, which are run on a “non profit” basis and have a significant benefit for the pupils of school age in the village then the organisation can request that they are charged a reduced rate. The request needs to be sent to the School Office (at the school address) and state why they believe they meet this criteria in this paragraph.

If the School approves this request then the community group will be charged at a level which covers the basic cost of cleaning, unlocking and locking. The exact amount will be agreed by the School and will be reviewed on a termly basis.

Additional costs may be charged if

- extra cleaning is required in order to return the hired area to a satisfactory state
- or
- chargeable breakage(s) occur

## Appendix B – Letting Checklist

	DETAILS	HIRER SIGNATURE
<b>1</b>	Lettings Policy supplied, read and understood	
<b>2</b>	Fire procedures explained and fire risk assessment document supplied.	
<b>3</b>	Security procedures explained (i.e. securing the building and setting the alarm)	
<b>4</b>	Contract signed.	

I have read and agree to the above document

Signature of hirer .....

Date.....

## Appendix C - Application

<b>Name of hirer/company</b>	
<b>Which areas need to be available for the main activity?</b>	
<b>Will access to adult toilets be needed?</b>	
<b>Will access to children's toilets be needed?</b>	
<b>Do you need access to drinking water?</b>	
<b>Do you need access to a kitchen? If so, what food preparation will take place?</b>	
<b>What day/date do you wish to start?</b>	
<b>What time will you start?</b>	
<b>What time will you finish?</b>	
<b>If this is a repeat booking please list the dates</b>	
<b>Are you a profit making organisation?</b>	



## Appendix D - Incident Report Form

### Incident Report Form (including health and safety)

Date of incident: \_\_\_\_\_

Date of report: \_\_\_\_\_

Completed by: \_\_\_\_\_

#### Description of incident

#### Action taken and by who

#### Has this been resolved?

If yes, please move this sheet to the pupil's file (or copy if required for more than one file)

If no, please leave this sheet in the incident log file and attach following information to it

Signed \_\_\_\_\_