

Appendix F to the Financial Regulations Manual
Lettings Policy



Appendix F
Lettings Policy

Document Summary

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Amendment History

Version	Amendment Date	Author	Amendment Summary
1	October 2023	Kim Bowgin	New policy - approved by Board of Directors

Lettings and letting conditions may vary at a local level within each Trust school. Therefore, the Trust Board delegates authority to each school to adapt the policy according to its own needs and to manage the specific lettings on its local site. Any such local policies will be ratified by the Local Governing Committee.

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1) Purpose of the Policy:

The Trust wishes to make available to the community the facilities of the schools within the Trust to ensure that the schools are part of the community in a practical as well as metaphorical sense. The Trust will consider all requests for letting the school facilities with power to give consent delegated to the Executive Principal/Principal/Head of School.

School activities will have first call on the facilities, but every effort shall be made to allow community groups and individuals to use the facilities, for example unused rooms during the day, sports facilities in the evening.

The hiring fees are set to cover the costs of caretaking, maintenance etc. Any profit, if there is some, will be used to improve the learning environment.

School activities shall not have to pay for the hiring of facilities e.g. enrichment activities, school plays and concerts.

2) Consultation process:

This policy was developed in consultation with the FAR Committee.

3) Relationship to other policies:

Financial Regulations Manual
Health & Safety Policy
Appendix H – Debt Recovery Policy

4) Roles and Responsibilities:

The Executive Principal/Principal/Head of School may delegate the organisation of lettings to other staff in Trust e.g. the Finance Lead.

Records of hiring fees generated shall form part of the regular reports to the school leadership team and the Finance, Audit and Resources Committee. Any Health & Safety issues will be reported to the Finance Lead and Estates Manager.

The Finance Lead will ensure that all legal requirements are satisfied by any hiring group (e.g. registration, licences, insurance).

Hiring fees, terms and conditions, rules and regulations and booking forms will be available through the Finance Lead and central finance team (see related sub-appendices) and made available on the school website, where applicable. The hirer must comply with all conditions outlined in these documents.

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5) Monitoring & Review:

The Trust will review this policy every year and assess its implementation and effectiveness.

Board and/or Committee members will oversee the internal audit arrangements; providing the appropriate level of support and challenge to ensure that the agreed practice and procedure has been implemented through:

- Scrutiny of all reporting information requested and received.
- Identification of any associated risks, trends, underlying or contributory factors
- Assessing any opportunities for change to enhance existing practice and achievement of the Trust's vision.
- Making decisions in respect of any proactive and/or mitigating action to be taken.
- Evaluating the impact and effectiveness of policy and practice in line with the agreed policy review schedule or as necessary.

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SUB-APPENDIX F i

RULES AND REGULATIONS FOR ALL USERS

- Hirers will be advised by the individual schools if facilities are not available due to a school activity.
- For the period of the hire at least one responsible adult must be present and be responsible for the state and security of the area hired for the duration of the letting.
- It is the responsibility of the hirer to ensure they have an up-to-date Safeguarding/Child Protection Policy that reflects current policy and practice.
- It is the responsibility of the hirer to ensure that all coaches/trainers of youth activities have a valid CRB disclosure and have undertaken child protection training.
- First Aid provision will be the responsibility of the hirer.
- The hirer is responsible for the behaviour of any attending supporters as well as participants.
- Requests for setting up and/or clearing of furniture may incur an additional charge.
- Rudeness, foul or abusive language will not be permitted at any time.
- Alcohol is not permitted on the site (this includes any building / pitch location).
- Hirers should apply to the school for a temporary event licence if they wish to serve alcohol at an event. The school reserves the right to refuse permission for a temporary event licence.
- All litter to be left in the bins provided.
- Smoking is not permitted on site or in any building or facility (including changing rooms, car parks and other outside spaces).
- All vehicles must park in the school car park (where applicable) in appointed spaces. Parking in disabled spaces is for disabled badges users only. Parking is at your own risk and the Trust accepts no responsibility for any damage to vehicles or property whilst you are using the facilities.
- Organisations/clubs are asked to inform Trust staff of any damage/repairs required across the site and must not use unsafe equipment/facilities under any circumstances.
- Compensation to the full repair amount must be made to the Trust for any damage caused during the hire.
- Consideration to be shown at all times to local residents by keeping the noise level down and leaving the premises quietly.
- Organisations/clubs must observe the booking times allocated to them according to the Booking Agreement and ensure their club members clear the car parks as soon as possible after their slot has ended or risk being locked in.
- All cycles must be kept in the bike racks provided and not left inside or outside the facilities.

The following are not permitted within the school grounds, playing enclosure or facility:

- Chewing gum
- Any pets or animals (excluding guide and/or service dogs)
- Glass containers or receptacles
- Skateboards / scooters
- Urinating in areas other than the toilet facilities
- Smoking and / or E-cigarettes

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Facility	Specific Rules
School Fields and Playground	<ul style="list-style-type: none"> • Spectators must supervise all children at all times – compensation will be requested for any damage caused. • All litter must be removed when leaving the premises. • Organisations/clubs must not access the premises until their booking time begins. • No climbing on the fences. • No smoking or drinking of alcohol is allowed on the school premises. • No dogs (excluding guide and/or service dogs) are allowed on the school premises.
Changing Areas and Toilets	<ul style="list-style-type: none"> • Changing areas and toilets must be left in a tidy and acceptable condition – compensation will be requested for areas that are left dirty.
Main Hall	<ul style="list-style-type: none"> • Equipment may only be moved and operated by Trust personnel. • Equipment must not be dragged over the surface. • Only safe and appropriate equipment can be used for the relevant activity. • Organisations/clubs must wait outside the hall until their booking time begins. • If moved, any furniture must be returned to its' original position. • No stiletto heeled shoes to be worn. • No food or drink to be taken out of the hall.
Classroom	<ul style="list-style-type: none"> • If moved, any furniture must be returned to its' original position. • No ball games.

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SUB-APPENDIX F ii

TERMS AND CONDITIONS OF HIRE

GENERAL

1. These regulations apply for the letting of all premises and grounds for schools in the Trust.
2. In the case of the use of school premises required by an Act of Parliament, these regulations apply so far as they are not inconsistent with the provision of the Act concerned. This act covers the use of school premises for electoral purposes should local or national elections or referenda be called.
3. In these regulations Trust means: the Trust. School means: an individual school within the Trust.
4. Anybody wishing to hire the facilities must be 18 years or over.

PROCEDURE

5. All applications must be on the form provided by the individual school and must be completed in full. Failure to do so may result in the application not being approved.
6. Applications will only be accepted for a maximum of one year between the first day of September and the last day of August of the following year.
7. The hirer must personally sign the application form or provide an electronic signature, where the application form is sent by e-mail, and may not assign or sub-let the premises or grounds hired.
8. All lettings must be approved by the individual school or their delegated authority. The hirer will receive confirmation in writing that their application has been accepted. This may be in the form of an e-mail.
9. The school may cancel any letting at any time; the fee will not be charged for that session(s) or an alternative date will be offered, except in the case of misconduct, in which case a fee will be charged.
10. No letting shall be considered approved or any charge confirmed until done so in writing on behalf of the school.
11. No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons who knowingly act in contravention of the regulation will be charged at the appropriate rate and refused permission to use any of the school facilities in the future.
12. The school reserves the right to impose special conditions in respect of letting, series of lettings or class of lettings in order to protect its employees or property.
13. The school may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Trust to be desirable including (without prejudice to the generosity of the foregoing) requirements as to fire precautions; security of person or premises; the employment of security or other staff; the exclusion or admission of any person, persons or class or person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance.

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CHARGES

14. All regular bookings will be invoiced at the end of each month for that month's hirer cost. Payment must be made in full within 28 days. For non-payment of invoices over 2 months old the school may cancel the letting(s). For late payment (beyond 28 days) an additional 5% of the value of the outstanding invoice may be charged. All single bookings will be invoiced in advance and must be paid in full prior to commencement of hire. We reserve the right to request payment in advance for any other bookings.
15. The Trust reserves the right to request a refundable deposit of £150.00 in addition to the cost of hire for single bookings or large events. This will be returned after the letting providing all is in order following the event.
16. Cheques should be made payable to the Trust.
17. Charges will be made at rates which will be determined from time to time by the Finance and Resources Committee and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate.
18. The school requires 21 days' notice of cancellation of a regular session and will charge the hirer for the sessions during this period. Cancellations should be made in writing or by email to:
school@stbernardsprimary.co.uk
office@stfrancispri.org
st.nicholas.p@bristol-schools.uk
school@stteresas.org.uk
19. A minimum of 24 hours' notice is required for cancellation of ad hoc or individual bookings otherwise the full amount of the hire is due.

CARE OF PREMISES

20. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
21. The hirer is responsible for supervision, safety, control, stewarding, admission and removal of those attending.
22. The hirer is required to pay the school the cost of making good any damage to property or equipment which may be the result of letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
23. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor are any specialist equipment such as public address systems to be installed by the hirer, except if agreed in advanced with the school.
24. The hirer will allow access at all times to school or Trust members of staff or their representatives.

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25. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the school. Standing on equipment, seats, furniture, and windowsills, etc. is not permitted.

EQUIPMENT AND ACCOMMODATION

26. The school does not provide first-aid medical facilities for hirers nor does it guarantee access to the school telephone systems for calling assistance during lettings. Hirers should make their own arrangements in this respect.
27. Storage facilities for hirers cannot normally be provided, any items that are stored are done so at the hirers' risk.
28. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the school. Such applicants must ensure that a suitably qualified person takes responsibility for proper use.
29. Where classrooms are used, any furniture that is moved during the period of the hire must be placed back in its original position at the end of the hire.
30. Chairs and tables installed in the premises may be used by special arrangement with the school, but the school does not undertake to provide suitable chairs or seats for use by the hirers. Any furniture provided by the hirer must be removed immediately after the end of the letting.
31. Posters/displays must not be stuck to the wall. Decorations of any kind shall not be permitted other than purely temporary arrangements which require no permanent fixing.
32. Chalk, resins or polishing materials may not be used on floors.
33. Public areas within the school i.e. main entrance, reception and corridors are not to be used for ad hoc activities.
34. Guest access for the wireless network can be made available
35. Refreshments can be requested, please contact the school for prices.

CONDITION OF PREMISES

36. Whilst the school gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
37. Where facilities booked by the hirer prove not to be available during the lettings, the school will ensure that the proportionate part of the hiring fee is not charged. The school's decision shall be final in respect of any charges not made.

INSURANCE

38. It is the responsibility of the hirer to effect £5million Public Liability Insurance to cover liabilities. Occasional hirers may request to be covered by the school's insurance policy; this must be agreed in advance with the school.

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OUTDOOR FACILITIES

39. The school Executive Principal/Principal/Head of School will be the officer responsible for the final approval of lettings of the school's facilities.
40. The school does not give any guarantee as to the standard of any field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any field upon submitting his application and such application will be deemed to be for the particular field as seen.
41. The Trust shall deem whether any field is fit for use and this decision shall be final.

LEGAL REQUIREMENTS

42. The hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licence or any other permission required, always providing that no such application shall be made without the prior approval of the school. The school is able to apply for a temporary event licence to allow the sale of alcohol at events. At least 3 weeks notice is required to apply for the licence which is subject to approval by the local council and police. The school reserves the right to refuse permission for a temporary event licence.
43. The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
44. Broadcasting (sound or vision), filming or photographic rights cannot be exercised without the prior permission of the school.
45. The hirer will to the best of their endeavour ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) can be observed at all times throughout the letting.
46. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

COMPLIANCE WITH REGULATIONS

47. Failure by the hirer to comply with any or all of the foregoing terms and conditions and the rules and regulations where applicable, whether

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intentionally or not, may be deemed by the school to be just cause for the immediate cancellations of any letting or series of letting.

48. Other than where required to comply with statutory regulation in the People Act 1983, the use of the school and the facilities for political campaigning and canvassing is not permitted.

PRIORITY FOR THE ALLOCATION OF ANNUAL SESSIONS & AGREED DISCOUNTS

49. The following priority order will be used to identify allocation of facilities and time slots on an annual basis.

- a) Delivery of agreed enrichment – this must agree with the individual school
- b) Providing activities for youth activities
- c) Providing activities for the community

50. The following discounts will be applied:

- a) 10% discount will be applied if 10+ sessions are booked without a break of more than two weeks.
- b) A discount of 15% per term will be granted for the provision of enrichment sessions suitable for the enrichment programme as agreed by the PE department. If this is outside of school hours, the club takes full responsibility to organise and run the enrichment activity.
- c) Both of the above discounts can be applied to bookings if the criteria are met as above.

RIGHT TO APPEAL

51. Where a dispute arises from a letting, the Trust will delegate power to the Executive Principal/Principal/Head of School to resolve it. When a dispute cannot be settled in this way, please refer to the Trust Complaints Policy.