

Sandbach High School & Sixth Form College



LETTINGS OF SCHOOL

Policy written by:	HHu
Date of Policy:	Sept 23
Due for Review:	Sept 25
Frequency of review:	Every 2 years
Approved at:	Finance and Audit Committee
Notes and previous review dates:	Adopted by Governors 06/2007 Updated 09/2010, 05/2014, 06/2015/06/2016, 06/2017, 06/2018, 06/2019, 09/2020, Oct 21

Regulations regarding the use of school premises out of school hours.

1. POLICY

The policy of the school Trustees on the letting of the school premises is based on the concept of an entirely free letting for certain categories of user as given below. Information on the rates to be levied in respect of community and commercial hirings can be obtained from the school School Business Manager.

[a] FREE LETTINGS

No charge will be made for organisations within the 'family' of the Education Service using school premises. The final decision rests with the Headteacher. These activities are defined and listed in order of priority of user as follows:

- i. Meetings of recognised Youth organisations. (Business meetings).
- ii. Extra-curricular functions connected with the school itself, e.g. school social function.

[b] RATE A - COMMUNITY USER

A single standard charge per session for any number of rooms applies to all outside users such as community, public, charitable or other comparable organisations, excluding commercial or private users.

[c] RATE B - COMMERCIAL USER

A commercial rate within defined limits will be applied to any user who wishes to use the facilities for a commercial function, e.g. dance classes, drama schools. The actual rate within these limits will be fixed by the Trustees of the school taking into account the accommodation used, the time involved and the nature of the user.

2. USE OF PREMISES

[a] APPLICATIONS FOR USE

The Trustees of the school, in consultation with the Headteacher are responsible for deciding on the use of the school premises. In considering all requests from outside bodies the needs of the school must be taken fully into account and the first priority must always be given to the school's requirements.

Applications for the use of school premises must be made on the appropriate form and submitted in the first instance to the School Business Manager at least four weeks before the proposed date of hire.

[b] RESPONSIBILITY FOR USE

The outside body is directly responsible to the Headteacher and Trustees for the proper use of the school premises. All lettings and outside bodies must comply with the Trustees' regulations as detailed under General Conditions (see 3 below) and the completion and return of the School Premises Hiring Application (see 4 below).

3. CONDITIONS

[a] GENERAL

- i. Please note the maximum permitted number for the Hall is 300 people.

- ii. The school cannot be used for any purpose after 11.00 p.m. except by special permission of the Headteacher.
- iii. No rooms may be used except those specified in the letting.
- iv. No ballroom or floor polish or powders may be used on the floors. Stilettoes are not permitted.
- v. If during a letting it is proposed to consume intoxicating liquors the specific approval of the Headteacher must be first obtained together with the appropriate licence. Liquor must only be consumed in the rooms (not corridors) as agreed in the lettings. All bottles and cans are to be emptied **before** they are put into bin bags.
- vi. Please note that a mandatory 'no smoking' policy operates throughout the building and across the school site.
- vii. Permission for the use of theatre lights, piano and other equipment must be negotiated with the School Business Manager prior to the letting. A separate charge may be imposed.
- viii. Any incident, accident or damage must be reported immediately to the Site Maintenance Staff.
- ix. Dances may be held only on Friday or Saturday evenings and under supervision arrangements which are to the satisfaction of the Headteacher.

[b] PERFORMING RIGHTS SOCIETY

Contract licence covers the performance of copyright music so far as the Performing Rights Society is concerned, in all buildings owned, leased or controlled by the School for educational performances under the Education Acts. Performances on school premises are not covered by the contract licence.

At any entertainment or performance within school premises at which a charge is made, programme returns must be sent by the organisers to the Performing Rights Society within seven days of the performance. The organisers will be responsible for the payment of any fees direct to the Performing Rights Society.

4 [a] SCHOOL PREMISES HIRING AGREEMENT - HIRING CONDITIONS

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

1. In this Agreement:

- 1.1 "the Owners" means Sandbach High School & Sixth Form College, Middlewich Road, Sandbach, Cheshire CW11 3NT.
- 1.2 "the Agent" means the Headteacher.
- 1.3 "the Hirer" means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
- 1.4 "the School Premises" means the above-mentioned School or any part of it

2. The Hirer shall:

- 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
- 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
- 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
- 2.4 not permit any animals to be brought onto or kept on the School Premises.
- 2.5 comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
- 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring during or in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire (individual persons hiring for sole use excepted) and attach a copy of such insurance cover to the application form producing it to the Agent at least 48 hours before the hiring. The only exception to the above insurance requirement is if the Hirer is a loose-knit community group or an individual person hiring for sole use. In that circumstance the Agent can exempt the Hirer from the need to have Public Liability insurance against personal injury claims, providing risk management controls are in place. *A risk assessment should be completed for the activity itself as well as a risk assessment to consider the risks of allowing the third party to use the building.*
However, all commercial Hirers and Hirers that owe a duty of care to persons taking part in an activity that it organises on the School Premises must have the £5m minimum indemnity in their own name.
- 2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

- 2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
- 2.9 shall ensure that at all times good order is kept on the School Premises.
- 2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.
- 2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
- 2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- 2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
- 2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.
- 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
- 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.
- 2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.
- 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
- 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- 2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
- 2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate

- including the necessity of obtaining DBS disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.
- 2.27 ensure that payment is made via bank transfer to Sandbach High School & Sixth Form College and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.
- 2.28 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer
- 2.29 at all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction
- 2.30 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring
- 3 This hiring agreement** may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

4 [b] SCHOOL PREMISES HIRING APPLICATION

To the Headteacher of the above-named School acting as the Owner's Agent

1. I.....
of (address)
telephone number/s (day time and evening)

hereby apply for the hire of the following parts of the premises of the above mentioned School

.....
.....
from.....am/pm on.....
until.....am/pm on.....
for the purpose of.....
.....
.....

2. I agree to pay for such hire the following sums, namely:- £
Hire charge.....

3. Not more than **300** persons shall be allowed on the premises during the hiring.

4. I have read, understood and agree to observe and perform the Hiring Conditions attached to this application.

5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

Risk assessment for our proposed activity.

Evidence of public liability cover in a minimum sum of £5,000,000.

6. I confirm that I have seen evidence that enhanced DBS checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children.

7. This hiring is on behalf of.....

whose authority I have to bind them by signing this application on their behalf.

Signed

Dated.....202....

NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused

Accommodation Required	YES/NO	Amount to pay	
		£	p
1. Main Hall (Maximum Number 300)			
2. Dining Room			
3. Classrooms (give details)			
4. Other facilities e.g. theatre lights, piano (access subject to prior negotiation and separate charges).			
5. Kitchen - facilities for boiling water. N.B. Only sinks or means of heating may normally be used.			
TOTAL CHARGE: (to be paid 7 days in advance)			

Written approval for the use of School Premises will be forwarded to the hirer within 14 working days of receipt of the completed application.

ROOM LAYOUT

Please complete this form and return it to the School Business Manager if a specific room layout is required.

Indicate how you would like the room to be set out:

ROOM:

--

Other information relevant to the letting:

--

SCHOOL PREMISES HIRING APPLICATION

To (the applicant)

Your application datedto use

on at the cost of £..... has been
approved/not approved.

Signed
(Headteacher/for Headteacher)

Dated202....

Letting cost per session (i.e. per hour)

	COMMUNITY USER		COMMERCIAL USER		VAT
MAIN HALL	MON-THURS	£25	MON-THURS	£55	EXEMPT
	FRI-SUN	£42	FRI-SUN	£100	EXEMPT
CLASSROOM	MON-THURS	£18	MON-THURS	£35	EXEMPT
	FRI-SUN	£28	FRI-SUN	£60	EXEMPT
PLC	MON-THURS	£25	MON-THURS	£50	EXEMPT
	FRI-SUN	£45	FRI-SUN	£70	
ASTRO PITCH	£18		£35		EXEMPT
FOOTBALL PITCH	£18		£35		EXEMPT
NETBALL PITCH	£18		£35		EXEMPT
THIRD PARTY HIRER'S INSURANCE	10% OF HIRE CHARGE				
DINING HALL	Used in conjunction with any lettings of the above - £20 per hour				EXEMPT
KITCHEN FACILITIES	£45 per hour (all damages to be paid for separately)				INC. VAT

Charges for use of piano and/or lights are available upon request.

5. Use of School Kitchens by third party

Before approval is given for the use of school kitchens by a third party consideration must be given to all potential risks before deciding to proceed with the letting of a kitchen. In addition, a health and safety risk assessment must be completed including the requirement that the hirer complies with all relevant food safety legislation.

The hirer will be subject to a set of instructions aimed at ensuring the integrity of the kitchen, those instructions should be specific to each letting.

In considering an applications for the use of the kitchens, the following areas of concern will be addressed:

[i] Risk of Cross Contamination

- If used as a production kitchen, with ingredients being brought from unknown sources which may include raw meat, the school would be wide open to the risk of cross contamination of both equipment and utensils.
- Although we sanitise our work surfaces before we start work each morning, we wouldn't know which tins/pans, light equipment or chopping boards had been used and the standard to which they had been cleaned.
- We would not be able to allow the hirer the use of the fridges & freezers or deep fat fryers as they contain school food products. To do so, would compromise the safety of the food within them, as the risk of cross contamination would be too high. This could be abused as not all fridges and freezers can be independently locked.

[ii] Use of Equipment

- The school would need to take steps to ensure that when our catering staff come in to prepare food they can be assured that the kitchen and any associated equipment is clean.
- Should the kitchen/equipment be in an unclean condition to start work, our catering staff would need to bring the kitchen/equipment up to the required standard prior to commencing food production. This would result in any associated costs being charged to the school but **more importantly the provision of a service could be compromised**. The school would need to recover these costs from the hirer.
- Safe use of the equipment. The school would have to ensure that the hirer has sufficient expertise to use the equipment safely.
- Any costs arising out of either damage to or loss of equipment would be charged to the school who would need to recover the costs from the hirer.
- Equipment/utensils may have increased usage (including possible theft) therefore additional maintenance costs may be incurred which may need to be recovered.

[iii] Use of Cleaning Materials and Equipment

- There may be increased cost of cleaning materials which may need to be recovered.
- The school would not be able to allow the use of dishcloths, tea towels and oven cloths Due to the risk of contamination.
- The school would have to ensure the hirer understood the COSHH implications of using any cleaning chemicals on site.