

Lettings Policy

Hartford Church of England High School



Approved by: Finance & Resources Committee

Date: 14th November 2022

Last reviewed on: 14th November 2022

Next review due by: Autumn 2023

HARTFORD CHURCH OF ENGLAND HIGH SCHOOL

Lettings Policy

Date	Review Date	Coordinator	Nominated Governors Committee
14/11/22	Autumn Term 2023	J Walton	Finance & Resources

We acknowledge section 42 of the Education Act 1986 that the use of the school premises at all times other than during the school day is under the control of the Governing Body of this school.

We recognise the school premises are a valuable resource within the community and therefore we are very keen that they are used for the benefit of the local community.

We will let the school premises to groups or individuals in the community for:

- educational use that will benefit the school;
- social or community use;
- commercial or private use

We will not let to any group that promotes or supports racism, sexism, ageism, homophobia or any other type of discriminatory behaviour or whose presence would otherwise be incompatible with the schools ethos and policies.

Also, before letting the school premises we will have regard to the likelihood of any damage being caused to the premises or any nuisance that may arise as a result of accepting the booking.

We as a school community have a commitment to promote equality. Therefore, an equality impact assessment has been undertaken and we believe this policy is in line with the Equality Act 2010.

Aims

- To ensure the school premises are used for the benefit of the local community.
- To further integrate the school into the local community in order to pursue the extended schools' agenda.
- To raise money in order to develop school projects and activities.
- To work with other schools to share good practice in order to improve this policy.

Responsibility for the Policy and Procedure

Role of the Governing Body

The Governing Body has:

- delegated responsibility of letting the school premises to the Finance & Resources Committee or the Headteacher, except for the following categories where the specific approval of the Governors' Finance & Resources Committee must be obtained:
 - Any letting which is outside the scope of the school's Premises Licence and would therefore require a separate licence from Cheshire West and Chester Council.
 - Any letting during which it is proposed to consume intoxicating liquors.
 - Any letting which is proposed to extend beyond 11.00pm.
 - Any letting for which the primary purpose is public dancing.
- the responsibility of operating this policy within the framework of:
 - the Community Cohesion and Equality Policy of the County Council; - the Equality Act 2010;
- delegated powers and responsibilities to the Headteacher to ensure all school personnel and visitors to the school are aware of and comply with this policy;
- responsibility for ensuring that the school complies with all equalities legislation;
- responsibility for ensuring this policy and all policies are maintained and updated regularly;
- responsibility for ensuring all policies are made available to parents;
- responsibility for the effective implementation, monitoring and evaluation of this policy

Role of the Headteacher

The Headteacher in conjunction with the Finance & Resources Committee will:

- consider all applications for lettings and approve if appropriate;
- set the hire charge for each category of letting;
- liaise with the Operations Manager and Finance Assistant on applications for lettings;
- ensure all school personnel, pupils and parents are aware of and comply with this policy;
- provide leadership and vision in respect of equality;
- provide guidance, support and training to all staff;
- monitor the effectiveness of this policy;
- annually report to the Governing Body on the success and development of this policy.

Role of the Governors' Finance & Resources Committee

The Governors' Finance & Resources Committee will:

- work closely with the Headteacher and the Coordinator;
- ensure this policy and other linked policies are up to date;
- ensure that everyone connected with the school is aware of this policy;

Process

- Any person or organisation wishing to use the school premises must complete a lettings enquiry form and agree to abide by the conditions of hire via the online bookings system. Appendix 1
- The hirer should fill out and sign via the online system and submit to the Finance Office at School-lettings@hartfordhigh.co.uk. A link will be sent once the hire has been approved for the hirer to set up an account.

- The details of the application are checked and if approved the applicant will be sent the online system.
 - a letter of confirmation;
 - an invoice to cover the cost of the let- Invoices to be paid prior to commencement of the hire.

Conditions of Hiring the School Premises

Categories of User	<p>The policy of the school on the letting of the premises is based on the concept of non profit-making letting for certain categories of user with standard charges being levied for other categories of user. Details of the policy and the categories of user are given below.</p> <p>a. Free Lettings:: No charge will be made for the following activities:</p> <ul style="list-style-type: none"> • out of school activities as extensions of the school curriculum • meetings of Parents - Teacher Association • extra-curricular functions connected with the school itself, eg. school social functions. <p>The recreational use of premises by teachers, non-teaching staff, PTA during the hours when the school premises are available for letting, are treated as outside the free lettings category.</p> <p>b. Rate A – Community User: A standard charge per session varying with the accommodation used will be applied to all outside users such as community, public, charitable or other comparable organisations, excluding commercial or private users.</p> <p>c. Rate B – Commercial User: A commercial rate will be applied to any user who wishes to use the facilities for a commercial or private function, eg. dance classes, drama schools or a purely social occasion such as a wedding party</p> <p>d. Rate C – Sports Facilities : All users, other than the school, of sports facilities will be charged a standard inclusive rate that has been calculated having regard to prices charged at public sports and joint user centres. The only exception is in regard of the 3G football pitch, for which partner primary schools may be granted free use for specified periods only.</p>
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Scale of Charges	<p>As far as possible lettings will be charged at the recommended rates issued by Cheshire West and Chester Council Childrens' Services Finance on an annual basis.</p> <p>However the Governing Body delegates authority to the Headteacher to vary the charges levied to take into account local conditions and levels of charging for similar venues.</p>
Bookings	<p>Bookings for the use of school buildings/ Tennis Dome/3G Pitch/ Playing Fields, can only be accepted when the Leisure Assistants and/or caretaking staff of the school are available.</p>

Application form	<p>The hirer's signature on the application form confirms his/her agreement of the conditions of the booking- via the online bookings system.</p>
Responsible person	<p>A named responsible person will be on the premises at all times and available during the period of the letting.</p>
Public liability insurance	<p>The hirer must produce evidence of insurance prior to the event.</p>
Protection of the premises	<p>The hirer shall indemnify and keep indemnified the school from and against:</p> <ul style="list-style-type: none"> • Any damage to the premises or school equipment • Any claim by any third party against the school • All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises. <p>The hirer must not:</p> <ul style="list-style-type: none"> ▪ Place posters on the walls ▪ use nails, screws, tacks, bolts, or any form of adhesive on the walls or floor of the premises ▪ use articles deemed to be inflammable or explosive or giving an offensive smell ▪ use any oil, electric, gas or petrol engines ▪ Remove or interfere with any furniture. ▪ Wear Footwear liable to damage floors in the school buildings. ▪ Wear muddy /dirty footwear in the school buildings.
Personal Property	<p>The Governing Body accept no responsibility for the loss of personal property.</p>

Alcoholic drinks	Written permission must be given before alcoholic drinks are brought on to the premises for consumption. A CWAC licence must be produced before drinks are sold on the premises.
Smoking	The schools no smoking and no vaping policy must be adhered to at all times.
Food and drink	Written permission must be given before any food or drink is consumed in areas other than the designated social areas.
Licences	The appropriate licences must be in place before any alcohol is consumed or public entertainment performances are undertaken.
Cleanliness	All exterior and indoor areas will be left clean and tidy as found.
Booking period	The times of the booking period must be adhered to with all users leaving the premises in an orderly fashion. The hirer must allow sufficient time for clearing away.

Car parking	All car parking areas will be stewarded in a proper controlled manner.
Emergency access	All access points will be kept clear for emergency vehicles.
Furniture	No furniture or apparatus is to be used without prior permission.
Health and Safety	The hirer will comply with all Health and Safety requirements as shown by the school. The hirer will complete an appropriate risk assessment for the activities being carried out and familiarise the event stewards of all fire and health and safety arrangements. The school is responsible for all means of access and egress and all school equipment used by the hirer. The school will familiarise the hirer with the Fire Safety and Evacuation of the School Building policy.
Equipment	The hirer will ensure that all equipment brought on to the premises complies with safety regulations by producing the necessary documentation.
Hazards	The hirer will inform the Leisure Assistants/caretaker of any identified hazards with the caretaker taking the appropriate action.

Complaints	All complaints made by the hirer will be dealt with by the Headteacher. Likewise, the Headteacher will deal with all concerns raised by the school.
Damage	The hirer is responsible for any damage to school equipment, fixtures and fittings.
Animals	Only guide dogs are allowed on to the premises.
Accidents	The hirer must report any accidents that occur during the letting.
Cancellations	<p>The booking will be cancelled by the school without prior notice:</p> <ul style="list-style-type: none"> ▪ in the case of unforeseen circumstances; ▪ if it is suspected that the conditions of hire have been broken by the hirer; ▪ if it is felt the conditions of hirer are likely to be broken <p>Block Bookings: The school reserves the right to cancel any agreed hiring with a minimum of 90 days. A full refund will be issued if we do cancel the hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or loss of any revenue arising out of the cancellation of any hire.</p>
	<p>If the Hirer cancels:</p> <ul style="list-style-type: none"> • More than 7 days – no charge • 7 days to 48 hrs. prior to booking Half the fee will be charged ☐ <p>Less than 48hrs the whole fee will be charged.</p>

Raising Awareness of this Policy

We will raise awareness of this policy via:

- the School Handbook/Prospectus
- the school website
- the Staff Handbook
- meetings with parents such as introductory, transition, parent-teacher consultations and periodic curriculum workshops
- school events
- meetings with school personnel
- communications with home such as weekly newsletters and of end of half term newsletters
- reports such annual report to parents and Headteacher reports to the Governing Body
- information displays in the main school entrance
- consultations and meetings with hirers

Equality Impact Assessment

Under the Equality Act 2010 we have a duty not to discriminate against people on the basis of their age, disability, gender, gender identity, pregnancy or maternity, race, religion or belief and sexual orientation.

This policy has been equality impact assessed and we believe that it is in line with the Equality Act 2010 as it is fair, it does not prioritise or disadvantage any pupil and it helps to promote equality at this school.

Monitoring the Effectiveness of the Policy

The practical application of this policy will be reviewed annually or when the need arises by the coordinator, the Headteacher and the nominated governor.

A statement of the policy's effectiveness and the necessary recommendations for improvement will be presented to the Governing Body for further discussion and endorsement. (See Policy Evaluation)

Linked Policies

<input type="checkbox"/> Safeguarding & Child Protection	<input type="checkbox"/> Health & Safety	
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Initial Equality Impact Assessment

Policy Title	The aim(s) of this policy	Existing policy (☐)	New/Proposed Policy (☐)	Updated Policy (☐)
Lettings Policy	See Aims section on Page 1			☐

This policy affects or is likely to affect the following members of the school community (☐)	Pupils	School Personnel	Parents/carers	Governors	School Volunteers	School Visitors	Wider School Community
		☐					

Question	Equality Groups																		Conclusion							
	Age			Disability			Gender			Gender identity			Pregnancy or maternity			Race			Religion or belief			Sexual orientation			Yes	No
Does or could this policy have a negative impact on any of the following?																						Undertake a full EIA if the answer is 'yes' or 'not sure'				
	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Yes	No
		☐			☐			☐			☐			☐			☐			☐			☐			☐
Does or could this policy help promote equality for any of the following?																						Undertake a full EIA if the answer is 'no' or 'not sure'				
	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Yes	No
	☐			☐			☐			☐			☐			☐			☐			☐				☐
Does data collected from the equality groups have a positive impact on this policy?																						Undertake a full EIA if the answer is 'no' or 'not sure'				
	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Y	N	NS	Yes	No

