



The High School  
Leckhampton

## Lettings Policy

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## 1. Aims & Scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

The High School Leckhampton will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

### 1.1 Definition of a Letting

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

## 1.2 Charges for a letting

The charges for the letting of the school premises, are set out in the approved scale of lettings charges (*Appendix: A*).

## 1.3 Spaces available to let

The school has the following spaces to let:

### ➤ External

- Astro Pitch, Half or Full
- MUGA, Half or Full
- Football / Rugby pitch / school field – date available from: TBC
- Cricket Nets (3 lanes) – date available from: TBC

### ➤ Internal

- Sports Hall
- Activities Studio
- School Hall
- Classrooms
- Drama Studio

## 2. Booking Arrangements

Bookings for the use of the facilities can be made via the Schoolhire website:

<https://schoolhire.co.uk>

- Users can send a booking request direct to the school, having first seen all information relating to the facilities availability, cost, size etc.
- The booking request will include all the details required by the school for them to approve the booking.
- The online site also allows users to review and manage their bookings at any time, view invoices and send messages.
- The Operations Manager resolve any conflicting requests for the use of the premises, with school functions always receiving priority.
- The Operations Manager line manages the Sports Facilities Assistant and is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.
- The Lettings Assistant and the Operations Manager have the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing.
- No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

## 2.1 Cancellation of a Letting/Booking

The school reserve the right to cancel any agreed hiring at any time. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

## 2.2 Termination of a Block Booking by the Hirer

**Individual sessions** within a block booking of 10 weeks cannot be cancelled and no refund will be given if the Hirer does not use the facilities during the time allocated.

If the Hirer wants to cancel the **whole block booking**, 2 weeks' notice must be given and the school will issue a refund for the remaining sessions in the block

## 2.3 Cancellation of Individual Bookings by the Hirer

The Hirer of the premises for individual bookings (i.e. individual bookings made by the Hirer on School Hire) can cancel on the following basis:

- Cancellation within 48 hours of the booking – No refund
- Cancellations within 7 days, but no later than 48 hours of the booking – 50% refund
- Cancellations with more than 7 days of the booking – 100% refund

## 3. Safeguarding

The Hirer shall ensure that 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 DBS checks.

The school reserves 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 school is 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.

## 4. Sub-letting

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

## 5. Storage Ancillary to the Letting

The permission of the Headteacher must be obtained before goods or equipment are left or stored on the premises. However, the Operations Manager is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

## 6. Loss of Property

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

## 7. Car Parking

Cars shall not be parked such that they cause obstruction at the entrance to or exits from the school.

The Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.

Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

## 8. Toilet Facilities

Access to the designated school's toilet facilities is included as part of the letting arrangements.

## 9. Right of Access

The school reserves the right of access to the premises during the letting for emergency or monitoring purposes.

## 10. Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

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### ***Rights Respecting School Statement***

*The contents of this policy have been reviewed taking into account The High School Leckhampton's responsibilities as a Rights Respecting School. In particular, our commitment to the following articles of the Convention of The Rights of The Child:*

**Article 28: (Right to Education):** *The Convention places a high value on education. Young people should be encouraged to reach the highest level of education of which they are capable.*

**Article 29: (Goals of Education):** *Children's education should develop each child's personality, talents and abilities to the fullest. It should encourage children to respect others, human rights and their own and other cultures. It should also help them learn to love peacefully, protect the environment and respect other people.*

## Appendix A: Scale of Letting Charges

Facility	Price Per Hour	
	Half	Full
Sports Hall	£25.00	£46.00
Astro	£30.00	£60.00
Activity Studio	N/A	£25.00
MUGA	N/A	£30.00
Outdoor pitches	N/A	N/A
3 Outdoor cricket nets available	£15.00	£30.00
Classrooms	N/A	£20.00
Drama Studio	N/A	£25.00
Main Hall	N/A	£50.00

The rates for hiring out different areas are listed in the table above. The school reserves the right to decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

## **Appendix B: Terms and Conditions of Letting of the School Premises**

The following Terms and Conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

The 'Hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees and other sums due in respect of the letting.

### **Status of the Hirer**

- Lettings will not be made to persons under the age of 18 years of age.
- The letting agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of granting any tenancy between the school and the Hirer.

### **Criminal Record Bureau (DBS) Checks**

- It may be necessary for the Hirer to undergo criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice.
- When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.
- The Hirer will be required to provide evidence that DBS checks have been carried out on request.

### **Indemnity and Insurance**

- Lettings are made on the agreement that the school is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the school.
- The Hirer shall insure, with a reputable insurance office, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the Hirer.
- Unless specifically agreed the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.
- The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Operations Manager within seven days of a

request.

- The school are not responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Statutory Requirements**

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

### **Licenses and Permissions**

- The Hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.
- Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of 'musicscores' or plays from a local library does not constitute permission to perform.
- Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.
- Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.
- The Hirer shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Public Safety**

All conditions attached to the granting of the license, stage play, or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and its contents.

In particular:

- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be always kept free.
- Firefighting equipment shall be kept in its proper place and only used for its rightful purpose.
- The Emergency Services shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Operations Manager.



- The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- Performances involving danger to the public shall not be permitted
- Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g., Polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Operations Manager.
- No unauthorised heating appliances shall be used on the premises
- All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- Adequate supervision must be provided to maintain order and good conduct and, where applicable, the Hirer must always adhere to the correct adult/pupil ratios when these are specified for activities.

### **The Hirer's Responsibilities**

- The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.
- No part of the premises is to be used otherwise than for the purpose of the premises requested.
- No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **First Aid Facilities**

- It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.
- There is an AED defibrillator machine located within the Community Entrance and first aid facilities located in the Community Office.
- There is no legal requirement for the school to provide first aid facilities.

## **Furniture & Lettings**

- Furniture and fittings shall not be removed or interfered with in any way, nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use.
- No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any repair required.
- Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity.

## **Footwear**

- No footwear liable to damage floors may be worn in school buildings.
- If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.
- Astro boots and trainers are acceptable on the Astro pitch.
- Under no circumstances are studs or blades to be worn as they cause serious damage to the surface.
- Non marking soles are to be worn in the Sports Hall, Main Hall, and Activity Studio.

## **Food and Drink**

No food and drink may be prepared or consumed on the property without the direct permission of the Operations Manager in line with current food hygiene regulations.

## **Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Operations Manager whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

## **Smoking**

The whole of the school premises, which includes the grounds, is a non-smoking area and smoking or vaping are not permitted.

### **Betting, Gaming and Lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### **Nuisance / Disturbance**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

### **Disposal of Waste**

The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

### **Animals**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

### **Charges & Cancellations**

The school reserve the right to cancel any agreed hiring at any time. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.