

## Lettings Policy

Adopted by Tr	ustees:	
Signed:	Markloberle	
Date:	December 2023	
This policy is reviewed annually by the Finance & Resources Committee.		
Review date:	September 2024	



### **POLICY INFORMATION**

Date of last review:	September 2023	Review period:	Annually
Date ratified by Trustees:	December 2023	Trustee committee responsible:	Finance and Resources
Policy owner:	Chief Finance Officer	Executive team member responsible:	Chief Finance Officer

### **Reviews/revisions**

Review date	Changes made	By whom
2020	Presented to Finance & Resources Committee	
2021	No changes	
2022	Updated with 20% price increases on all charges effective September 2022 to cover increased energy costs and minimum wage – March 2022	
2022	WHS prices amended to ensure 20% increase is applied - June 2022	
2023 (Sept)	Amendment due to revised KCSIE guidelines	

### **Equality and GDPR**

All Penk Valley Academy Trust policies should be read in conjunction with our Equal Opportunities and GDPR policies.

### Statement of principle – Equality

We will take all possible steps to ensure that this policy does not discriminate, either directly or indirectly against any individual or group of individuals. When compiling, monitoring and reviewing the policy we will consider the likely impact on the promotion of all aspects of equality as described in the Equality Act 2010.

### Statement of principle – GDPR

Penk Valley Academy Trust recognises the serious issues that can occur as a consequence in failing to protect an individual adult's or child's personal and sensitive data. These include emotional distress, physical safety, child protection, loss of assets, fraud and other criminal acts.

Penk Valley Academy Trust is therefore committed to the protection of all personal and sensitive data for which it holds responsibility as the Data Controller and the handling of such data in line with the data protection principles and the Data Protection Act (DPA)/GDPR.

**Penk Valley Academy Trust** will be referred to as **PVAT** for the remainder of the document which includes all schools who are members of PVAT, business operations and centralised services.

### **LETTINGS POLICY**

### 1. Conditions of lettings

The PVAT Board regards its school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible by the local community.

The premises are provided essentially for education purposes and must not be let in such a manner that might prejudice their use for this purpose. A site visit is recommended to ensure our facilities meet the requirements of your letting.

The Headteacher, on behalf of the Governors of the establishment (Local Governing Committee), shall determine in advance of the letting the time which premises are to be closed.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the byelaws of the Local Authority in whose area the premises are situated and all the necessary regulations against fire are complied with.

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Committee. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Committee.

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture

The promoters of entertainments and similar functions to which the public are admitted shall be responsible for completing to the satisfaction of the local committee all formalities in connection with the use of the premises for the purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of letting (such as "EXIT" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation. Payment for admission shall be deemed to include admission by ticket or programme or by any other method by which the making of a payment entitles the person admission.

Permission shall not be granted for the use of an educational establishment for the promotion of plays or music unless the promoters have given proof to the Headteacher either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.

On the advice of the Chief Operating Officer, the Headteacher may refuse or cancel any hiring of a playing field without notice if weather conditions or the state of the grounds make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

The Governing Committee reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Committee considers it necessary for any cause outside their control

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Committee.

A gymnasium/sports hall may only be let after reference to the Local Governing Committee acting on behalf of the Chief Operating Officer

Applications will not be considered for the use of education premises for:

- Committee rooms for candidates at elections
- Livestock shows
- Public meetings unless no alternative accommodation is available
- Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Committee.

School furniture (other than benches and tables for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Committee will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Sub-letting is not permitted, but shared lettings of the sports hall are permissible, provided that all sharing organisations are included in the application. All the organisations included in an application should be jointly and severally liable for the default of any organisation including that application.

There shall be no variation to the conditions of hire without the express consent of the Governing Committee.

Third party use of equipment is restricted, under the School's letting agreement, to the use of ICT, audio visual, heating and air conditioning equipment. For use outside of normal School hours, there will be no first aid provision so hirers would need to make their own arrangements. Arrangements for fire and emergency evacuation and procedures are covered within the hirer's part of the lettings process. Each letting is given individual consideration to agree appropriate operating procedures, responsibilities, emergency contact and any relevant licences required. Risk assessments will be conducted by the Chief Operating Officer/Facilities Manager in conjunction with the lettings organiser.

Health and Safety: it is essential that all external site users understand the evacuation procedure for the site and who to contact in the event of an incident resulting in injury, damage or loss to an individual or the site. The fire alarm is a continuous bell and all exits have emergency lights and signs showing escape routes. All electrical equipment used at the School must be PAT tested and deemed safe for use.

As there may not always be access to a telephone, any hirer is responsible for providing access to a mobile phone on the premises in case of medical or other emergencies. Photographic images of children should not be used without the parent's consent.

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement. Where the activity generates more waste than the bins can hold, the hirer must agree arrangements for cleaning and waste disposal.

No notices or placards shall be affixed to, leaned upon or be suspended from any part of the school premises. No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area will use shoes with stiletto heels or other footwear which may, in the opinion of the Governing Committee, be damaging to the floor surfaces of the hired premises.

The hirer acknowledges that the school has a duty under the Counter-Terrorism and Security Act 2015 (CTSA) to have due regard to the requirement to prevent people from being drawn into terrorism. The hirer shall facilitate PVAT's compliance with its duty pursuant to the CTSA and the hirer shall have regard to the statutory guidance issued under section 9 of the Counter-Terrorism and Security Act 2015.

## 2. Applications

All applications for the use of educational premises must be made directly to the school using the application form at the back of this booklet. Confirmation of the booking will be received.

In the event of a cancellation by the hirer, the hiring fee will be returnable on application through the Headteacher/Central Finance Team except where the caretaker has already made preparations, or where the notice of cancellation is received less than 24 hours before commencement of the letting, when the fee will still be payable.

Formal Written Agreements will be required for the letting of the School playgrounds and playing fields for Play Leadership Schemes.

### 3. Keeping Children Safe in Education (KCSIE) guidelines – updated September 2023

All applications for the use of educational premises for non-school activities must adhere to KCSIE guidelines.

The School's Governing Committee / Headteacher will seek assurance that the hirer has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the hirer to liaise with the School on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll. The link to the guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that schools should expect these providers to have in place and can be found via the below:

Keeping children safe in education 2023 (publishing.service.gov.uk)

## **Lettings Safety**

## **Emergency Information and Evacuation Procedure**

Please take the time to familiarise yourself with the School site, its fire escape routes and fire extinguisher positions relating to the area you are working in. **The assembly point should be clearly signposted,** if you are unsure where this is please ask prior to your letting taking place so the people attending your function can be informed.

# It is essential the information on this sheet is shared with the people attending YOUR letting.

## On discovering a fire please -

Operate the nearest fire call point 🐖 by breaking the glass.

If possible, contact the emergency services by dialling 999 and inform them of the fire.

Evacuate the building in a calm and orderly manner and make your way to the assembly point.

## On hearing the fire alarm (continuous bell) -

Please leave all belongings where they are and evacuate the building through the nearest

fire exit. The green signs like this one will direct you to the nearest safe point of exit.

Please close all fire doors in the room you are in and en-route if it is safe to do so as this will act as a barrier against the smoke and flames.

Once outside, please make your way to the fire assembly point, where registers can be taken and head counts confirmed.

Do not attempt to tackle any fire unless it is affecting your escape and no other safe route is evident.

Do not attempt to re-enter the building until you have been told it is safe to do so by either a member of the Senior Management Team/Site staff/Premises Manager or a member of the Fire Service.

Any missing persons **must** be reported to the emergency services by the person responsible for the head count.

## IF YOU ARE UNSURE ABOUT ANYTHING RELATING TO SITE SAFETY PLEASE ASK

## **Lettings Request Sheet**

Please complete the questionnaire below to ensure we can quote accurately for your requirements.		
Contact Name		
Address		
Telephone number		
Organisation ( <i>if applicable</i> )		
Date required		
Time required	From:	То:
Number attending		
Nature of event		
(meeting, dance, auction, disco)		
Special requirements. (Setting up costs to be		
negotiated with the school).		
Will alcohol be served		
(application for license will be the hirer's		
responsibility)		
Other information		

### \*Please delete as appropriate:

Public Liability Insurance is being provided by PVATs Third-Party Hirers' Insurance Policy. I can confirm that I have read the Summary of Cover and fully understand the nature of the insurance being provided including the policy conditions and exclusions which apply.

Public Liability Insurance is **NOT** being provided by PVATs Third-Party Hirers' Insurance Policy. Therefore, I can confirm that I have arranged Public Liability Insurance in the name of the individual/organisation hiring the School premises for a limit of indemnity of at least £5,000,000 and enclose a copy with this completed form.

I hereby make application for the hire of the accommodation and the facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

Signed	 Date	

Note: The giving of false information on this application for hire may lead to the cancellation of the booking without notice.

## **Lettings Agreement Sheet**

An agreement made	Date
between	Name of school and
	Name of hirer

We accept the Conditions of Letting

We undertake to obtain a Public Entertainment Licence, if one is necessary, and to comply with all its terms and conditions

We have read and undertake to comply with all the terms and conditions of the Public Entertainment Licence applicable for these premises

We have provided a copy of our safeguarding and child protection policies and procedures to the Governing Committee / Headteacher and confirm that we must report any safeguarding concerns raised during our hire of the premises directly and immediately to the Headteacher in compliance with the School's Safeguarding/KCSIE policy. We acknowledge that failure to comply with this would lead to an immediate termination of the agreement.

#### WE HAVE READ THE CONDITIONS OF LETTINGS

Signature of Person Requesting this letting
Please print name
Address
Tel. Number
Email Address Date
Acceptance signature from the School confirming the letting agreement:
Sign Print
Dated
Please return to the School.

## **PVAT Prices (per hour)**

If required janitor/locking and unlocking will be charged at  $\pm 18.00$  per booking to be arranged at time of booking.

WOLGARSTON HIGH SCHOOL - MAIN SCHOOL		
Lecture Theatre including projector and sound system	£30.00	
School Hall	£30.00	
Ante Hall	£24.00	
Classroom	£18.00	
ICT Classroom	£30.00	
C Block Dining Area	£30.00	
School Gym	£30.00	

WOLGARSTON HIGH SCHOOL - HIRE OF SPORTS FACILITIES		
Training Pitch Hire (Adult)	£36.00	
Training Pitch Hire (Junior) 90 minutes	£27.00	
Football Pitch - Adult Price per match	£36.00	
Football Pitch - Junior Price per match	£27.00	
Playground - Adult - Junior	£30.00 £21.00	
Training Room	£24.00	
Changing Rooms	£30.00	

### **PENKRIDGE MIDDLE SCHOOL**

	-
Football Pitch – Junior per match	£19.00
Football Pitch – Junior per training session	£12.00
School Field	£18.00
Changing Rooms	£15.00

THE RURAL ENTERPRISE ACADEMY		
Sports Hall	£19.00	
Changing Rooms	£15.00	
Classroom	£19.00	

PRINCEFIELD FIRST SCHOOL		
Hall	£15.00	
School Field	£18.00	
Classroom	£19.00	

MARSHBROOK FIRST SCHOOL		
Hall	£15.00	
School Field	£18.00	
Classroom	£19.00	
Football Pitch – Junior per match	£19.00	
Football Pitch – Junior per training session	£12.00	

ST MARY AND ST CHAD FIRST SCHOOL		
Hall	£15.00	
Classroom	£19.00	
Multi Use Games Area (MUGA)	£15.00	

ST JOHN'S FIRST SCHOOL, BISHOPSWOOD		
Hall	£15.00	
Classroom	£19.00	

We value our community and as such all charitable/community/non-profit making organisations are welcome to approach the school with regard to our charges.