CARWARDEN HOUSE COMMUNITY SCHOOL

Lettings Policy 2023

Updated Summer Term bi-annually by Audit & Resources Committee

Adopted by Governing Body **June 2023**

Due for review **June 2026**

Carwarden House Community School

Lettings Policy

1. Policy Objectives

In adopting this policy, the Trustees recognise that:

(i) The Academy premises are a valuable community resource to which community access should be promoted.

(ii) The Academy premises represent a significant capital investment and should be fully utilised.

(iii) In operating this policy, the needs of the Academy should be given priority; and

(iv) A profit margin may be derived from private or commercial usage but is not the objective when facilitating educational activity by designated users.

2. Priority Usage
Priority of use shall be given as follows:
(i) School use.

(ii) Statutory users.

(iii) Designated users (Youth Groups).

(iv) School community users.

(iv) Private users.

Power to determine designated status is delegated to the Headteacher.

3. Conditions of Hire and Charging Policy
The Terms and Conditions of hire of the academy premises are attached in Appendix 1 to this policy.

The current Scale of Charges is set out in Appendix 2 to this policy. Charges shall be set at a level only to cover the costs to the Academy of the hire except that private users will be charged on cost plus an income margin for the Academy. Educational use will attract a discount to charges as set out in the Scale of Charges.

4. Variations and Review
The Terms and Conditions and the Scale of Charges shall be reviewed bi-annually together with this policy.
Variations to either the Terms and Conditions or Scale of Charges may be agreed in respect of individual lettings at the discretion of the Headteacher in agreement with the chair of the Trustees' Audit, Risk & Resources committee.

5. Administration of Lettings
Authority to accept applications for hire is delegated to the School Business Manager acting with the agreement of the Academy. The day-to-day administration of all hires is the responsibility of the School Business Manager.

6. Lettings Documentation
All formal hiring of the Academy premises (including any for which no charge is made) shall be properly documented:

(i) All hirers **must** complete the lettings hire application and receive a copy of the Terms and Conditions of hire and Scale of Charges.

(ii) Once an application is accepted the hirer must sign a Hire and User Agreement, which forms Appendix 3 to this policy.

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1: MATTERS RELATING TO BOOKINGS AND CHARGES

1.1 INTERPRETATION

1.1.1 The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and, on the part of the Hirer, to be observed and performed.

1.2 BOOKINGS

1.2.1 All applications for the hire of accommodation must be made on the appropriate booking forms and be submitted to the School Business Manager prior to the commencement of the hire. Regular hirers are required to complete new booking forms & submit the required booking documents each year.

1.2.2 Applications from young persons under the age of eighteen shall include the name, address and signature of the guarantor who shall be over the age of eighteen years.

1.2.3 The right is reserved to refuse to grant a hiring without giving a reason.

1.3 INSURANCE

1.3.1 As a condition of hire the Hirer must have public liability insurance cover in the name of the Hirer which is in force during period(s) of hire and must provide a copy to the School Business Manager prior to the commencement of the hire. Regular hirers must supply up-to-date copies each year. All users must be covered by insurance. If the hirer's Public Liability Insurance cover is less than £5,000,000.00, Hirer's will be charged an additional 15% of the entire letting costs.

1.4 CHARGES

1.4.1 A schedule of the hire charges is provided on Appendix 2. The charges applicable at the time of the function will be deemed to be part of the conditions of hire. The Trust reserves the right to alter charges without notice. The charges payable shall be that applying at the time of the hiring not at the time of the application.

1.4.2 All hirers are invoiced in advance of their hire and are required to make payments in advance.
A deposit may be requested for certain lettings.

1.5 CANCELLATION

1.5.1 The right is reserved to cancel any hiring without notice where the Trust considers it necessary to do so:-

a: in consequence of any outbreak or prevalence of infectious disease;

b: for any other cause outside its control, or,

c: because the Academy reasonably believes that an act is likely to be done in the premises which will contravene the Equality Act 2010 (or any other law) or prejudice the performance by the Academy of its obligation under that Act to ensure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the Academy nor any Body responsible for the management of the Academy shall be held liable or required to pay compensation for any loss sustained as a result of

or in any way out of the cancellation of the hiring.

1.5.2 In all other cases Hirers must give reasonable notice to the School Business Manager of any cancellation. Cancellation of a booking must be made by at least two weeks' notice in writing to the School Business Manager. A weekday bookings cancellation must be made by 10.00am on the day of booking and for weekends 10am on the preceding Friday, but longer notice should be given if possible. If notice is not given or is given after the times above the hirer will be charged the full cost of that session.

1.6 LICENCE

1.6.1 The hiring will constitute a personal license to the Hirer to use the hired premises for the agreed period of time for the purposes stated on the application form.

1.6.2 The Hirer shall not transfer or assign the license to use hired premises or the facilities within them or allow any other organisation or persons to use them.

1.7 INTOXICANTS AND OTHER RESTRICTIONS

1.7.1 Intoxicating liquor shall not be sold, supplied or consumed on Academy premises except by general or special approval of the Trust/Managing Body and subject to any necessary licence having been obtained by the Hirer.

1.8 INDEMNIFICATION

1.8.1 Neither the Academy nor its Trust shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his assistant's servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the negligence of the Academy or Trust servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Academy, its Trust/Managing Body and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in respect of injury to any person (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

1.8.3 Neither the Academy nor the Trust/Managing Body shall be liable for any loss to the Hirer due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, act of God or other circumstances which may cause the temporary closure of the premises or playing fields or the hiring to be interrupted or cancelled.

1.8.4 The Hirer shall make good any wilful or avoidable damage to the hired premises or to any other property of the Academy or Trust/Managing Body which can be attributed to his use of the premises or to his servant's agents or invitees. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer his servants or agents or invitees.

1.8.5 In the event of any such damage, the Academy or Trust/Managing Body may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such repair or making good as certified by or on behalf of the Academy or its Trust/Managing Body.

1.8.6 The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Trust/Managing Body against all sums of money which the

Trust/Managing Body may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

1.9 RIGHT OF ENTRY/ACCESS

1.9.1 Members of the Academy and the Trust/Managing Body reserve to themselves, and their officials, the right to enter the premises hired unimpeded at all times on producing evidence of their identity.

1.9.2 The agreement to hire will cover parts of the premises only. The Hirer does not have any rights of access to other parts of the premises. The Hirer undertakes to take all reasonable steps to ensure that participants do not trespass into areas of the premises which are not subject to the hiring.

1.10 PROHIBITIONS

1.10.1 No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceiling furniture or fittings.

1.10.2 Smoking is not permitted anywhere within the school buildings or grounds.

1.10.3 Furniture and equipment must not be used or moved without prior permission from the School Business Manager.

1.11 CONDUCT

1.11.1 The Hirer shall be present at all times during the function held and shall be responsible for the maintenance of good order; special attention shall be given to:

a: the behaviour of those in attendance;
b: the interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience.
c: the interests of teaching staff and pupils at the school – leaving the premises in good condition and as found.
d: other functions being held elsewhere on Academy premises so that they are not interfered with.
e: all those in attendance vacating the premises in an orderly manner and by the finishing time of the function as stated on the application form.

1.11.2 In the event of any misconduct, the Hirer will be required to vacate the premises immediately.

1.12 CAR PARKING

1.12.1 Agreement to hire the premises does not automatically give rights to park on the Premises. The parking of motor cycles, cars, lorries etc., on Academy premises shall be subject to the agreement of the Premises Managere and permitted only on the condition that:

a: any persons bringing such vehicles onto Academy premises do so at their own risk and that they accept responsibility for any damage or injury caused to any person or to the premises or to any other property of the Trust/Managing Body of the Academy by such vehicles;

b: the Hirer shall maintain at all times adequate means of access to Fire Appliances and for emergency vehicles within the car parking areas and shall, if necessary, provide Stewards, as determined by the Premises Manager, for this purpose.
c: The hirer shall ensure that users arrive and leave the premises in a quiet and orderly fashion and respect the surrounding neighbours at all times. Car horns must not be sounded when leaving the premises.

1.13 HEALTH AND SAFETY

1.13.1 The Hirer shall:

a: comply with all safety directives issued by the Trust/Managing Body of the Academy and its employees.

b: ensure that all passages, exits and stairways in the Hired Premises are kept clear during the hiring period.

c: ensure that the number of persons admitted to the Hired Premises does not exceed the maximum determined by the Trust/Managing Body of the Academy to comply with safety standards.

d: notify the Premises Manager immediately in respect of all accidents which may arise during the hiring period.

e: carry out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees but also in respect of employees of the Trust/Managing Body of the Academy and members of the public.

f: in the case of the Theatre and Concert Hall and any other large events the Hirer is required to provide fire marshals and stewards.

g: Hirers who are booking premises for sporting activities must ensure that they or those working for them hold coaching qualifications recognized by the sport's Board of Trustees.

1.13.2 The Hirer shall not:

a: introduce equipment for use in the Hired Premises without the consent of the Premises Manager, alter fixed installations, alter or remove fire or health and safety notices or equipment, or otherwise take any action which may create a hazard;

b: intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

1.14 PREMISES MANAGER

1.14.1 All decisions made by the Premises Manager shall be final. Any breach of these Conditions for Hire will be deemed sufficient cause for cancellation of the hiring.

1.14.2 The Premises Manager shall ensure that all hirers are aware of the Academy's emergency evacuation procedures.

1.15 GENERAL

1.16.1 In the event of any matter arising in connection with the letting of hired premises which is not covered by these Conditions, the Trust/Managing Body of the Academy shall have full power and authority to decide or deal with the same in such a manner as it may deem advisable.

1.17.1 The Trust/Managing Body reserves the right to change the Terms and Conditions of hire at any time.

2. RACE RELATIONS & SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

2.1 COMPLIANCE

2.1.1 The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Trust of its obligation under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

2.1.2 The Hirer shall ensure that all members of their organisation, during the use of the premises, will comply with the safeguarding regulations and policies adopted by the Academy Trust and those required by the Local Authority.

3: SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE SWIMMING POOL

All hirers will receive copies of the NOP and EAP prior to the start of their hire.

3.1 ATTENDANCE DURING USE

3.1.1 All hirers must ensure that they provide sufficient supervision and life-saving provision at all times during their hire. Confirmation of the relevant qualifications held by those in attendance must also be provided by the hirer.

3.2 HYGIENE

3.2.1 a: All pool users should shower and use the toilet before entering the pool.

b: The pool should not be used by anyone who is unwell, has a contagious skin or eye condition or has suffered from diarrhoea in the past 14 days.

c: Verrucae should be covered either with a plaster, appropriate treatment or by wearing a verrucae sock.

d: All users of the pool must wear swimming hats.

e: We do not have any nappy changing or disposal facilities so all children who use the pool must be over the age of 2 years old and fully toilet trained.

f: If Faeces or blood enters the pool, the pool must be evacuated, and the Site Representative must be informed immediately. If the incident is not reported and goes unnoticed, there is a risk of gastro-intestinal infection to other users.

f: The Premises Manager has full authority to evacuate and/or close the pool for health, hygiene or other reasons if they deem it necessary.

4. HAZARDOUS ACTIVITIES

Hazardous activities are not permitted on Carwarden House School Premises.

5. VAT

5.1 VAT CHARGES

5.1.1 Carwarden House School is not currently registered for VAT. If it becomes registered for VAT in the future **all** lets will be charged VAT at the applicable rate.

Appendix 1

Carwarden House Community School
Terms and Conditions of hire

The use of academy premises for purposes other than those of the academy itself is subject in all respects to the Education Committee's regulations for the community use of schools.

1. Application for hire

1.1 Hirers must apply on lettings hire application form and must sign to confirm that they have read and agreed these Terms and Conditions. A letting will only be confirmed on receipt of the completed booking form and a copy of proof of relevant public liability insurance.

2. Payment and hire periods

2.1 Please refer to Appendix 2 and 3**.**

3. Cancellation

3.1 Cancellation of a booking must be made by at least two weeks' notice in writing addressed to the School Business Manager, Carwarden House Community School. A weekday bookings cancellation must be made by 10.00am on the day of booking and for weekends 10am on the preceding Friday, but longer notice should be given if possible.

3.2 Any deposit paid may be refunded at the discretion of the Trust/Academy.

4. Property hired

4.1 Hirers will have access only to the particular parts of the Academy premises let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no circumstances is access permitted to any other part of the premises or unauthorised use made of any outside play areas.

4.2 Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc. required for the letting, and removing them before the academy re-opens on the following day.

5. Premises Manager

5.1 If required to be in attendance, the Academy Premises Manager will give reasonable assistance, within the terms of their employment, to hirers. If the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the direction and control of the Premises Manager.

6. Care of Academy premises

6.1 The premises will be left clean and in good order and vacated **not later** than the time booked. The hirer shall reimburse any costs incurred by the Academy in cleaning the premises after the hiring necessary to ensure the premises are sufficiently clean for normal use by the Academy.

6.2 The hirer shall pay to the academy the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the Academy premises and all the equipment or property thereon. *Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million* (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Trustees on demand.

6.3 No preparations are to be applied to the floor.

7. Licences

7.1 No intoxicating liquor will be brought on to or consumed on the premises except as a function organised by a body or bodies which the Trustees shall have approved. Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirers.

7.2 In the case of lettings for music, singing, dancing or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.
NOTE TO HIRERS: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the academy must be properly licensed. However, most school premises do not conform to the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose.

7.3 There must be no infringement of copyright and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.

7.4 Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provision of the Cinemas Act 1985 or any statutory modifications thereof.

8. Sub-letting

8.1 A hirer must not sub-let to another party.

9. Smoking

9.1 The School operates a NO Smoking Policy throughout its premises.

10. Car parking

10.1 The Academy expects all hirers to ensure that all users of the premises are considerate to the Academy's neighbours in parking on and around the academy premises.

10.2 The Academy accepts no responsibility for loss of property, damage to cars or injury incurred using the academy car park for the purpose of lettings.

11. Disputes and revocation

11.1 Any dispute on the use of Academy facilities or equipment out of normal hours shall be settled by the Board of Trustees.

11.2 The Board of Trustees reserve the right to revoke without notice any contract for the hire of Academy premises.

11.3 The Board of Trustees are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

12. Safeguarding

12.1 The Academy is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Board of Trustees require that for all hiring's involving groups working with children, appropriate level of Disclosure has been obtained from the **Disclosure and Barring Service** (DBS) for the individuals working on school premises.

Appendix 2

Carwarden House Community School
Scale of Charges

IN ALL CASES HOURLY CHARGES APPLY

SPORTS FACILITIES		*£*
Astro Turf Pitch	- Half Pitch	40
	- Whole Pitch	75
Hall		25
Swimming pool		75
Classroom		*25*

Costs:

Caretaker per visit:

After 6pm Monday to Friday Opening	£15.00
Closing	£15.00
Saturday and Sunday (Opening and closing)	£25.00

*Heating **per hour**:*

Hall	£7.50
Classroom	£2.50

Appendix 3

Carwarden House Community School
Hire and User agreement
Ongoing hire

Letting Agreement between Carwarden House Community School

and …… (The Hirer)

and …… (The User, if different to above)

for the use of Carwarden House Community School…….. (The School Premises)
For the purpose of…….
On:……
The Hirer/User agrees:

1. To pay the sum of £…… per hour for the above letting within 14 days of invoice date.

2. That the hire is subject to the Terms and Conditions of hire attached to this agreement.

3. To provide a copy of their Public Liability Insurance policy certificate.

4. That they will leave the Academy Premises in good condition at the end of every hire and acknowledge that Carwarden House Community School is a non-smoking site and that dogs are not allowed on the premises.

5. That any damage caused or noticed will be notified as soon as practicably possible to the School Business Manager.

By signing this agreement, the Hirer/User acknowledges receipt of a copy of Carwarden House Community School Safeguarding Policy.

Signed on behalf of Carwarden House Community School

…… Headteacher

Signed by the Hirer: ……

Signed by the User (if applicable): ……

Date: ……

Carwarden House Community School
Hire and User agreement
Single use

Letting Agreement between Carwarden House Community School

and …… (The Hirer)

and …… (The User, if different to above)

for the use of Carwarden House Community School…….. (the School Premises)
For the purpose of…….
On:……

The Hirer/User agrees:

1. To pay the sum of £…… for the above letting on the date of hire.

2. That the hire is subject to the Terms and Conditions of hire attached to this agreement.

3. To provide a copy of their Public Liability Insurance policy certificate.

4. That they will leave the Academy Premises in good condition at the end of every hire and acknowledge that Carwarden House Community School is a non-smoking site and that dogs are not allowed on the premises.

5. That any damage caused or noticed will be notified as soon as practicably possible to the School Business Manager.

By signing this agreement, the Hirer/User acknowledges receipt of a copy of Carwarden House Community School Safeguarding Policy.

Signed on behalf of Carwarden House Community School

…… Headteacher

Signed by the Hirer: ……

Signed by the User (if applicable): ……

Date: ……

Appendix 4

Health & Safety Policy on Lettings

During the period of the let, it is the responsibility of the hirer for ensuring the safety of all those making use of the building and the safety of members of the public who may have cause to come onto the premises.

The hirer or their representative will be responsible for compliance with the Health and Safety Act in force at the time of the let.

For Fire Safety, hirers should note the following points:

One person must be nominated to take responsibility for the Health & Safety of the entire group. This person must make sure that s/he knows where the fire exits are located. S/he must inform the group BEFORE the commencement of the meeting exactly how to proceed if there is an emergency. A list or register of all those attending the meeting must be made. S/he must be aware of how to contact the emergency services, and it would be useful to note anyone who has a mobile phone. A suitable Assembly Point must be pre-arranged so that if there is an evacuation everyone knows where to meet. It is then the responsibility of the appointed Health & Safety Officer to liaise with the emergency services to ensure that all those in that particular group are accounted for. All emergency incidents occurring during these sessions should be reported to the Headteacher within 24 hours.

There should be immediate Supporting test certification for any electrical equipment brought to the premises.

Emergency Contact Number: Premises Manager Lee Munday – mobile no. 07747792237– to be given once paperwork finalised.

Sign----------