



# ROYAL LATIN SCHOOL

“High Expectations For All”

## LETTINGS POLICY AND PROCEDURE

<b>Date agreed by the Finance &amp; Premises Committee on behalf of the Governing Body</b>	<b>7th October 2019</b>
<b>Date to be reviewed</b>	<b>October 2020</b>
<b>Governors’ Committee accountable for the review</b>	<b>Finance &amp; Premises</b>
<b>Senior Leadership Team member accountable for review</b>	<b>David Hudson</b>
<b>Date approved by Full Governing Body</b>	<b>14th October 2019</b>

**Signed:**.....(**Name:**.....)

Chair of the Governors

**Date** .....

Policy Title	Lettings
Date of Issue	14th October 2019

**Expected Outcomes**

- A consistent policy to the letting of school facilities.
- Lettings' income is at least maintained at current levels

**Additional Comments**

(e.g. Risks identified / Alternatives considered / Costs involved / 'Do nothing' option?)

- When reviewing this policy regard has been paid to the Equalities Duty (Equality Act 2010).

Date for review	October 2020
-----------------	--------------

**Outcomes (with evidence)**

**Additional Comments**

(include any recommendations)

## **LETTINGS POLICY STATEMENT**

### **Policy Objectives**

The Governors adopt and endorse The Royal Latin School's Lettings Policy and recognise the principles therein, namely:-

- That school premises represent a significant capital investment and should be fully utilised;
- That the premises are a valuable community resource;
- A profit margin would be welcome when derived from private or commercial usage, however, this is not the only objective when facilitating educational activity by designated users.

### **Priority Usage**

The Governors have adopted the following categories of priority user:-

- Educational users
- Private users

### **Applications for Designated Status**

The Governing Body has delegated their power to determine designated status to the Headteacher/Premises Manager who will exercise discretion on their behalf and determine applications. The outcome of such decisions should be reported to the Governing Body annually. The Headteacher will arrange for a list of approved organisation to be maintained. This does not preclude the Headteacher/Premises Manager from referring sensitive applications to the Full Governing Body at their discretion.

### **Conditions of Hire**

The Governors have adopted The Royal Latin School's terms and conditions of hire (see Appendix 1). and the schools Letting Health and Safety requirements (see Appendix 2).

### **Administration of Lettings**

#### **General**

The Governors recognise that it would be impossible for them to personally vet every applicant or organisation that wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Premises Manager.

#### **Variations**

The Premises Manager is allowed to vary the terms and conditions from which the school premises are hired with individuals or organisations, and can deviate from the Governors' published charging policy after prior consultation with the Headteacher.

## **Lettings Documentation**

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All Hirers must complete a lettings booking form and are to receive a copy of the conditions of hire. The hire agreement is a contract which the Governors may enforce by law.

## **Safeguarding**

The school ensures that all community users within our school who have access to children have been checked as to their suitability.

The school shall seek to ensure the suitability of adults working with children on school sites at any time.

All community users organising activities for children are aware of and understand the need for compliance with the school's child protection guidelines and procedures.

All organisers agree to follow the school's policy for managing allegations against staff and, where necessary, the suspension of adults from school premises.

## **Scale of Charges**

In arriving at their scale of charges, the Governors have followed the following principles:-

- That all private users will be charged on a cost plus an income margin for the school.
- That there will be parity of treatment for similar users.
- That overall, the cost of letting school facilities will be recovered from users.

For the purpose of charging the Headteacher/Premises Manager is empowered to determine to which group any particular individual or organisation belong. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms Appendix 2 of this policy document.

## **Discounts**

Bookings of a long duration MAY attract a discount at the discretion of the Headteacher/Premises Manager.

## **Value Added Tax**

The Governors are constrained by law to apply Value Added Tax to all transactions where this is appropriate.

## **Minimum charges and deposits**

The minimum hire period will be one (1) hour.

The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises, to include any equipment, or the premises being left in an unacceptable condition necessitating them incurring additional cost for cleaning caretaking or any other expenses.

## **Cancellations**

Governors will seek to recover any cost incurred by the school which is unavoidable and results directly from the cancellation of a letting. Details of these charges are shown in the terms and conditions in Appendix 1.

## **Payment methods**

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment is due before the commencement of the hire.

Long duration bookings are invoiced monthly.

Bank transfers, cash or cheque are all acceptable methods of payment. Cheques should be supported wherever possible by a cheque guarantee card. In all cases where cash or cheque are paid over then an official receipt must be issued.

## **Extension of Credit**

The Governors will allow the extension of credit to bona fide local organisations and individuals where they are satisfied those hirers are credit worthy. In all cases the Governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official school invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than £50. The Governors have chosen to delegate the approval of credit facilities to the Headteacher/Premises Manager who are to maintain a list for the guidance of administrative staff. In all cases where credit is advanced an invoice is to be raised at the time of the booking.

## **Security**

The Governors will not normally insist upon a continuous caretaking presence. However they reserve that right and delegate power to the Headteacher/Premises Manager to insist upon a caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage.

## **Review of Policy**

The Governors will review the policy annually and the scale of charges for the forthcoming year will also be reviewed and updated.

## Appendix 1

### THE ROYAL LATIN SCHOOL

#### Terms and Conditions of Hire for the Letting of School Facilities

1. Applications for the hire of school facilities should be made in writing via the school letting application form found on the school website. The hirer MUST be 18 years or over and be the person who signs the hire application.
2. The booking will be confirmed only when all the necessary paperwork has been supplied to the school and payment received in advance.
3. The scale of charges for the letting of our facilities can be found on our website. Applications for the hire of facilities can be made up to 52 weeks prior to the date of hiring and will be taken in the order in which they are received.
4. Amendments to an arranged booking must be made in advance and in writing to the school by the Hirer.
5. The period of hire includes the setting up and clearing up time. To comply with insurance requirements, hirers may not have access to the venue prior to the booking start time.
6. All facilities must be left in a clean and tidy state and rubbish placed in the bins provided.
7. **Cancellation by the school** - the Royal Latin School reserves the right by notice to the hirer to terminate the hire agreement at any time for reasons outside the control of the school and to return to the hirer any monies paid by way of a deposit. The school shall not be under liability to the hirer for any loss or damage sustained from such a termination.
8. The School reserves the right to cancel a booking should the venue be required for a school event. The dates of such events are normally known well in advance but there may be occasions when extra events are organised at short notice. There will also be some dates during the year when the school is not available, due to other school activities, such as open days and during exams.
9. The School reserves the right to cancel any booking in the event of an emergency situation, eg, breakdown of heating, bad weather conditions, fire damage etc. The School will give the Hirer as much notice as possible but circumstances may make this impossible. No charges will be made in these situations and the School accepts no responsibility for costs incurred by the Hirer.
10. **Cancellation by the Hirer** - the School requires 30 days' notice of the cancellation of a booking. If less than 30 days' notice is given or if the Hirer fails to appear for a booking then the payment will not be refunded nor carried forward and offset against a future invoice.
11. **Hirer's property** - the School accepts no responsibility under any circumstances whatever for loss or damage to any goods, equipment, material, clothing, vehicle etc brought onto the school site. The full acceptance of this clause is a condition of any letting.
12. The Hirer shall not sublet the facilities in any way.

13. The Hirer shall not use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring anything onto the premises which may endanger the premises, the users or in any way invalidate the insurance policies in place.
14. **Damage** - it is the Hirer's responsibility to ensure that School premises and contents are used with care and to immediately report any faults or damage to the Duty Caretaker. Premises, furniture and equipment must be left in the condition in which they are found. Any school equipment that is used by the Hirer should be stored correctly after use. Any additional work necessary by school staff or contractors to rectify any damage will be charged to the Hirer with the addition of an administration charge of £15. The School reserves the right to cancel future bookings if equipment is continually misused. T
15. No fastenings of any kind shall be fixed to the school buildings or furniture.
16. Electrical equipment must not be brought onto the premises unless arrangement has been approved in advance and the equipment has been checked and PAT tested.
17. The Hirer shall pay to the school on demand the cost of reinstating, replacing or repairing any furniture or fittings that are damaged, destroyed, stolen or removed as a result of any negligence on behalf of the Hirer.
18. The Hirer shall indemnify the school against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons that may occur while such person is in or upon part of the premises. A
19. **Insurance** - before a booking is accepted the Hirer must provide a copy of a valid insurance policy providing Public Liability cover of at least £5,000,000. Insurance cover can be provided through the School at a 10% premium on hourly rates. Hirers must provide copies of the documents in advance on renewal or any outstanding bookings will be immediately cancelled.
20. The Hirer shall supply a sufficient number of stewards as may be necessary to secure the efficient supervision of the premises during hiring.
21. **Parking** of cars and other vehicles shall be restricted to the designated parking areas.
22. School staff reserve the right to entry to any part of the facility at any time during the hiring.
23. The wearing of footwear of any kind that is liable to damage the flooring within the facility is strictly prohibited.
24. **Invoicing and payment** Invoices are issued in advance of the booking and settlement is due on receipt. Failure to pay for a booking 7 days prior to hire will result in cancellation. Electronic payment is preferred, by BACS.
25. Any overdue accounts will be passed to the Royal Latin School's solicitors for recovery proceedings to be instigated.
26. Charges are reviewed annually by the Governing Body in December and any changes are effective from 1<sup>st</sup> April.
27. VAT is not charged on lettings.

28. **Child Protection** The Governing Body has a statutory duty to ensure that where services and activities for children are provided on the school site there are appropriate policies and procedures in place in regard to safeguarding children and child protection. All Hirers whose group includes children under the age of 18 must have a Child Protection Policy and Procedures document. A copy of this document must be provided before the booking can be confirmed.
29. **Licences.** No alcohol shall be sold unless the appropriate licences have been applied for and obtained by the hirer. The hirer shall ensure that any condition attached to such licences is complied with
30. The school holds a Premises Licence which is available for inspection. Any other licences must be obtained by the Hirer and a copy of these documents must be provided before the date of the event.  
Licences are generally required for:
- a) Performing plays
  - b) 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982.
  - c) Games of bingo.

Hirers should ascertain whether or not a licence is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. The premises are not already licensed.

The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Limited.

Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'.



## Appendix 2

### THE ROYAL LATIN SCHOOL

#### **LETTING HEALTH & SAFETY REQUIREMENTS**

The Duty Caretaker is available via phone for the period of the letting and must be contacted in the event of an emergency. Neil Stafford 07974 487435 or Nicola King 07943 843246.

All children must be supervised at all times. Parents may stay on site to watch their children take part the activity but we do NOT allow siblings or friends to play on the field or playground areas. The School does not provide recreational facilities to the general public nor can it bear any responsibility for injury or loss arising as a result of such activities.

Smoking is not permitted anywhere on the premises or within the school grounds. Hirers caught smoking on school premises will be asked to leave and subsequent lettings cancelled.

A copy of the School's Fire Safety information and a site plan is supplied with the booking form. The Hirer is responsible for ensuring that fire precautions are properly implemented and must keep a register of attendees.

If an incident/accident should occur on the school site it must be immediately reported to the Duty Caretaker and a full investigation will be undertaken. Should further information be required, the Hirer will be contacted by the Lettings Administrator at the earliest opportunity and we will expect full cooperation.

Vehicles may be driven and parked on the site at the owners' risk. The School accepts no responsibility for such vehicles or their contents. There is a **5mph speed limit** which must be observed at all times. Failure to observe these requirements may result in permission to drive onto the site being withdrawn.

Animals are not allowed on site without the prior agreement of the Lettings Administrator.

#### **ACCIDENTS**

Any accident occurring on the School's Premises must be reported to the Lettings Administrator at the earliest opportunity, in order that the accident may be recorded in the School's Accident.

#### **FIRE SAFETY (LETTINGS) - NOTES FOR HIRERS OF PREMISES**

It is in everyone's interests that the highest possible standards are obtained for FIRE SAFETY.

#### **RESPONSIBILITIES OF THE HIRER**

To ensure that fire and other safety precautions are properly implemented and observed.

To make this information available to anyone sharing responsibility for the session.

To notify the Lettings Administrator **in advance** if it is proposed to introduce onto the school premises any potential fire hazard, such as low flash point glues or paint sprays.

To familiarize those present with the procedures to be followed in the event of a fire (see below).

The Hirer must have access to a phone from where a 999 call can be made in an emergency.

To identify, with the Caretaker's help the location of the fire alarms, fire extinguishers, and fire blankets.

To know where the Fire Assembly Point is (school coach park) and to check that the signed escape routes are available and are not obstructed.

To maintain a register of attendees so that a roll call can be taken at the Assembly Point.

To ensure that, wherever possible, physically handicapped people are accommodated near to a final exit on the Ground Floor and that special provision is made for their safety.

### **HEALTH & SAFETY: FIRST AID**

Hirers must supply their own First Aid Box at the beginning of the session (returnable at the end of the session). A fully-stocked First Aid Box is available at various points throughout the School, including the Medical Room, Sports Hall, Caretaker's Office, Kitchen and receptions. There are two defibrillators on site one in the sports hall and one in the medical room in Main Block.

Please see the Caretaker regarding the use of a First Aid Box, please notify the Caretaker in order that the Box can be restocked without delay.

If you have any questions please discuss prior to booking with the Premises Manager, Mrs Nicola King:

**Tel: 01280 827375**

**Email: [lettings@royallatin.org](mailto:lettings@royallatin.org)**

**ROYAL LATIN SCHOOL - LETTINGS BOOKING FORM**

<b>Name of Applicant:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	
<b>Email address:</b>	
<b>Name of Organisation:</b>	
<b>Activity of Organisation:</b>	
<b>Details of Premises Requested (e.g. Hall, Sports Hall)</b>	
<b>Date and Week Requested:</b>	
<b>Daily Start time:</b>	
<b>Daily Finish time: (Please allow for your preparation and clearing up)</b>	
<b>Use of School Equipment: (please specify your request)</b>	
<b>Details of any Electrical Equipment to be brought:</b>	Electrical Equipment: No electrical equipment can be used unless it has a valid PAT certificate.
<b>Maximum number of Participants:</b>	
<b>Age Range of Participant:</b>	
<b>Number of Supervising Adults:</b>	
<b>Will alcohol be brought onto the premises?</b> Are you obtaining a licence for the sale of alcohol?	<b>YES / NO</b>  <b>YES / NO</b> if yes copy to be attached/forwarded prior to use.
<b>Relevant Qualifications of Supervising Adults:</b>	
	ALL HIRERS MUST ENSURE THAT SUITABLE ARRANGEMENTS ARE IN PLACE WITH REGARD TO THE SAFEGUARDING OF CHILDREN AND CHILD PROTECTION. THE SCHOOL RESERVES THE RIGHT TO

<p>The hirer reassures the Royal Latin School that they :-</p> <ul style="list-style-type: none"> <li>● Comply with the DBS Code of Practice</li> <li>● Where DBS checks are required all Staff/volunteers have had appropriate checks completed.</li> <li>● Agree to advise the school of any concerns they may have over a member of staff/volunteer who would be present on the premises.</li> </ul>	<p>TERMINATE THE CONTRACT IF THE HIRER FAILS TO HAVE THESE ARRANGEMENTS IN PLACE.</p> <p>Please tick box where appropriate:-</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
---	--

**Insurance Required**  
**Please attach copy of insurance certificate**

**Health & Safety**  
The Hirer is responsible for undertaking sufficient risk assessments for their activities on site and the provision of adequate first aid personnel and equipment in the event of any accidents.

Please sign box to confirm that you have been informed about fire evacuation procedures and fire evacuation area (Coach Park at front of school).

**Declaration by the Hirer:**

i. I am over 18 years of age.

ii. I have read the Conditions of Hire and agree to abide by them.

iii. I confirm that insurance arrangements are in place in accordance with clause 20 of the Conditions of Hire.

iv. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for/will be applied for before the date of first applicable use.

v. I agree to indemnify the School for any loss arising out of a breach of this agreement.

**I confirm that the information provided on this form is correct.**

**Signed:** \_\_\_\_\_ (Signature must be handwritten)

**Date:** \_\_\_\_\_

**PLEASE COMPLETE AND RETURN THIS FORM TO THE ROYAL LATIN SCHOOL AT LEAST 21 DAYS BEFORE THE EVENT. RECEIPT OF AN INVOICE WILL INDICATE CONFIRMATION OF THIS BOOKING.**

THE ROYAL LATIN SCHOOL ACCEPTANCE OF BOOKING

(In cases where the hirer requires alcohol to be brought on to the school premises, the approval of the school has been obtained). Alcohol licence (where applicable) has been seen.

Premises Manager's signature: \_\_\_\_\_

**This form is to be either passed or e-mailed to**

**[lettings@royallatin.org](mailto:lettings@royallatin.org)**

**Premises Manager**

**The Royal Latin School**

**Chandos Road**

**Buckingham**

**MK18 1AX**