

Kesgrave High School



Lettings Policy

This policy is reviewed **triennially**.

Policy Approval

Where	Chair	When
Operations	David Bevan (Eunice Brain absent)	8 June 2022

Chair of Governors	Sue White
Headteacher	Julia Upton

Policy History

Issue No.	Author	Date written	Approved by governors	Comments
1	A Collett	June 2021	June 2021	
2	A Collett	June 2022	June 2022	No changes – costs to be reviewed in Autumn 2022

LETTINGS POLICY

Introduction

The Headteacher is responsible for the management of lettings, in accordance with this policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. Business Manager), whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Governing Body or Chair of the Premises Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation”.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

Use of the Premises

The school will ensure that all hirers comply with the conditions laid out in the Hire Agreement for Use (Appendix 1) of Premises at Kesgrave High School form which is issued to all hirers with the Privacy Notice for Processing Lettings Agreements (Appendix 2).

The school will keep records of inspection to ensure that the rooms made available for hire are checked on a termly basis to ensure that they are in a suitable condition for the specific activity for which they are let. The school is not responsible for hirers’ activity or for undertaking risk assessments of the hirers’ activity but will ensure that the activity and the hired room available are compatible.

The school actively encourages lettings in support of school curriculum activities. A request for letting will be refused where this is deemed not to be compatible with the ethos of the school and/or is specifically targeted at adult audiences; for the avoidance of doubt this includes Psychic Evenings, Gambling Events and any events involving Alcohol.

Security of the Premises

Entrance to the school will be via the most appropriate entrance which will be opened by the custodian at an agreed time. For security reasons, the school keys will not be available to the Hirer. The custodian will be responsible for securing the premises at the end of the event.

Insurance

All hirers must arrange and provide for review a copy of their own Public Liability insurance certificate.

Fire Procedures

The school is responsible for instructing a hirer on the fire emergency procedures and providing contact details of the duty custodian. The school will obtain a signature from the hirer to effect that they have been instructed accordingly and contact details provided to them.

In the event of a fire, incident or near miss, the school will ensure that an Incident Report Form is made available to the hirer for completion. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken.

Child Protection

The school will ensure that copies of DBS certificates are obtained from those hirers who instruct children and/or vulnerable adults plus certificates for any coaches who the hirer may also employ to assist with their activity.

Security and Lone Working

The school is responsible for the securing of the premises at the end of each letting and therefore the school's Lone Working protocol should be read in conjunction with the Lettings Policy.

Charges

Charges will be proposed annually by the Finance Committee and ratified or otherwise by the Governing Body.

Agreement and Invoicing

The school will prepare and issue a Hire Agreement for use of the Premises at Kesgrave High School for every letting, which will be signed by both parties.

A deposit of 20% of the overall hire cost will be levied at the time of booking. Any balance will be invoiced two weeks before the letting takes place for one-off bookings.

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas some sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

Appendix 1 - CONDITIONS OF USE

The Hirer's Obligations

The Hirer agrees that they will:

1. Be responsible for all health & safety issues for their users. Comply with
2. the following:
 - Maintain a register of all individuals using the premises or facilities, so that in the event of an emergency, all persons can be accounted for;
 - The hirer will notify the school within 24 hours of an incident, accident or near-miss taking place on the school site, in order that an investigation can be conducted quickly and the necessary reporting (including the HSE if applicable) undertaken;
 - Ensure all fire exits are clear and fire doors are kept unlocked. Furniture should not be placed to obstruct evacuation in an emergency;
 - Take responsibility for briefing other users associated with the hiring including the assembly points and procedures in case of fire;
 - Ensure fire appliances must not be removed or tampered with other than for firefighting purposes;
 - Ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective;
 - Be responsible for drawing up specific evacuation plans for any disabled people and agree with the school;
 - Procedures are in place in the event of a fire alarm being set off;
 - Ensure that it will not allow so many users in to the premises as to exceed the seating/and or capacity of the premises. Even if the capacity is not exceeded, the space provided must not be used in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency;
 - Provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting;
 - Be responsible for providing first aid equipment and trained personnel;
 - Be responsible for providing access to a mobile telephone for emergency purposes;
 - Smoking is not permitted in any part of Kesgrave High School's premises. It is the responsibility of the Hirer to ensure users do not smoke;
 - The consumption of alcohol is not permitted in any part of Kesgrave High school's premises. It is the responsibility of the Hirer to ensure users do not bring or consume alcohol onto the premises;
 - Ensure that only the areas of the premises as agreed will be used and must observe any instructions given by a member of Kesgrave High School staff. No equipment belonging to the school is to be used other than that specifically included in the hire agreement or otherwise agreed in writing by the School;
 - Vehicles must be parked in the designated parking areas. Parking is at the vehicle owner's risk and Kesgrave High School will accept no responsibility for damage however so caused to vehicles and other property while the user is on the Kesgrave High School site;

- Notify Kesgrave High School as soon as practicable of any damage, breakage and/or loss caused to the premises or facilities and will meet all reasonable costs of any such damage, breakage and/or loss;
- No dogs (other than guide dogs) or other pets are allowed on any of Kesgrave High School's premises;
- Have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities. Evidence of qualification as an instructor may be requested by Kesgrave High School;
- Will effect suitable public liability insurance and provide evidence of this to Kesgrave High School. As a general rule cover up to £5 million is required;
- Ensure that any necessary licences required for a particular event have been obtained (such as Theatre licence; Copyright/Royalty licence; Alcohol; Cinematography licence);
- Pay the total payment in the manner set out on the Hire Agreement form promptly and without the necessity of reminder letters;
- Comply with any security arrangements notified by the School, and
- Ensure that all children are supervised at all times.

Kesgrave High School's Obligations

Kesgrave High School agrees that it will:

- Provide the facilities and premises at the dates and times set out on the Hire Agreement form.
- Inform the Hirer of emergency and evacuation procedures, including the location of fire alarms, extinguishers and emergency exits and muster points.
- Inspect rooms available to hirers periodically to ensure that they are in a suitable condition for the specific activity that any letting will involve.
- Effect and maintain Public Liability Insurance against any claims made against either party in respect of loss or injury suffered as a result of this agreement.
- Ensure that the fire risk assessment is valid and that all fire exits are clear, fire doors unlocked, emergency lighting and illuminated exit signs, where installed, are checked and firefighting equipment is available and in working order.
- Give reasonable notice if the premises hired are not available. Additionally, the Headteacher reserves the right to have a member of Kesgrave High School present throughout the letting and to put to a stop to any event that is not properly conducted.
- In the event of an incident, Incident Report forms will be made available to the hirer who in turn, must ensure completion and return of the form, as soon as reasonably possible after the letting.

Cancellations

By the Hirer

- Cancellations should be made in writing at least 2 weeks before the proposed letting, otherwise the Hirer will still be liable for the standard charges. The deposit provided is non-refundable.

By Kesgrave High School

- If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. The school will not accept liability in respect of commitments incurred by the hirer due to such cancellations.

Additional Conditions for Midweek & Regular Users

1. Hirers are responsible for signing in and monitoring persons within their group while on site, so that in the event of a fire alarm, all persons can be accounted for.
2. If there is a fire, the duty custodian will telephone the fire brigade and ensure that all hirers are in their places of muster. No-one must re-enter the building until the Fire Officer has given the all clear to do so.
3. If the hirer is coaching children or vulnerable adults, requirements on Disclosing & Barring Service checks must be followed. The hirer will also have suitable child protection arrangements and understanding of knowing what to do should they either suspect or are informed of a child in their group, is being abused.
4. Hirers using the school's facilities during the course of the school day will be made aware of the document "Guidelines for Delegates Attending Events" and the Event Leader will sign this form to confirm their delegates have been advised, including fire evacuation procedures.

Appendix 2 - Privacy Notice for Processing Lettings Agreements

Why We Are Collecting Your Data

Kesgrave High School is a data controller. This means we need to collect your personal data so we can process hire agreements and corresponding invoices. We only collect data from you that we need in order to process hiring arrangements. Specifically, the information collected is:

- Name
- Address
- Telephone Number
- Email Address
- Purpose of the Letting
- Insurance Information
- Instructor Qualifications
- DBS information where applicable

The Basis for Processing

We request this information in order to be able to process your hire agreement and arrange charging.

Who Will Your Information Be Shared With?

We will never sell your data. We may share some of your personal information with third parties to:

- Pursue debt recovery and therefore your information will be shared with the school solicitors and small claims court, and
- Support any required professional or legal advice on a matter relating to a claim involving you

Providing Accurate Information

We need to hold accurate and up to date information about you so that we can process hire agreements and invoicing correctly. If any of your details change, you need to inform us as soon as possible so that we can update our records.

How Long Will We Hold Your Data For?

We keep all records relating to hire agreements and invoicing for a period of seven years.

Your Rights

You have the right to access the personal information we hold about you.

If the information we hold about you is inaccurate, you have the right to have this corrected and you have the right to request completion of incomplete data.

You have the right to ask us to erase your personal data in certain circumstances ('right to be forgotten').

You have the right to ask us to stop or restrict the processing of your personal data, in certain circumstances. Where possible, we will seek to comply with your request, but we may need to hold or process information to comply with a legal requirement.

You can make any of these requests by:

Emailing office@kesgrave.suffolk.sch.uk

Or in writing to: Kesgrave High School

Main Road

Kesgrave

IPSWICH

Suffolk

IP5 2PB

If you are dissatisfied with how we have used your personal information, you can complain to the information Commissioner's Office at casework@ico.org.uk.

Identity Of Data Protection Officer

Our designated Data Protection Officer is Ms C Breckell.

You can contact the Data Protection Officer by emailing office@kesgrave.suffolk.sch.uk.