



# Ringwood School

## Lettings Policy

Policy Details: Letting of facilities, equipment and staffing for external users

Policy Name	Lettings Policy
Date of Current Policy	November 2021
Author	Sam Coombes, Operations Manager
Created on	September 2020
Authorised By	Leanne Symonds, Headteacher and the Full Governing Body
Review Frequency	Bi-Annually
Review Date	November 2023
Rationale for Policy	To ensure process for external hiring of school premises

## 1. Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available firstly for the benefit of the students and secondly, for local people and our community for hire.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that in promoting our facilities to the community; we support and compliment the main teaching and learning activity within the school.

A charge will normally be levied in respect of any lettings of the premises which, as a minimum, will be the estimated *actual* cost to the school of the proposed letting to avoid there being a subsidy from the School's main funding and core educational activities.

## 2. 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 students.

## 3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of insurance
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations / partners involved.

The basis of charging for lettings will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will take place during the spring term, for implementation with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to provide a consistent approach and try to make access affordable for particular individuals and groups.

#### 4. VAT

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

- a) Dance -Where a space with specific equipment for Dance (including barres and mirrors) is being hired, VAT will be applicable
- b) Theatre - VAT will be applicable to the hire of specialist equipment and technical staff. VAT will not be applicable on the room hire fee.
- c) Premises Licence - VAT will be applicable on nightly licence fee
- d) Catered room hire - VAT will be applicable to any catering costs. VAT will not be applicable on the room hire fee.

#### 5. Management and Administration of Lettings

The School is responsible for the management of lettings, in accordance with the Governing Body's policy. The School's headteacher may delegate all or part of this responsibility to authorised members of staff (e.g. person with responsibility for hire), whilst still retaining overall responsibility for the lettings process.

If the School 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 a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

#### 6. Making a booking

Each booking request requires a *Booking Form to be* completed. Bookings cannot be made more than a year in advance except where extensive planning may be required. The Governing Body has the right to refuse an application or booking, and interested parties should be advised that 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 formally confirmed. During the Covid-19 pandemic, the School will ask the party interested in hiring to demonstrate how they will meet the relevant Covid-19 guidance by submitting their risk assessment. The School reserves the right to refuse a booking if they do not feel that guidance has been adequately implemented.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges.

If more than one party are interested in hiring the same space at the same time, priority will be given to (in order of importance):

1. The regularity of hire- organisations/ companies who have made the booking for 5 years continuously (2020/1 is not to be counted given the disruption to normal service) have the first right of refusal. This may mean that we check with them if another party tries to book a slot that has been used by them every year for the last 5 years.
2. The organisation / company who delivers the most bookings' revenue for the school per annum (income in the last academic year to be used to attain a comparison).
3. The proportion of Ringwood School students who would benefit from the activities of the hirer. The organisation with most students benefitting would be prioritised.

## 7. Public Liability and Accidental Damage Insurance

The Hirer must prove to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. The school will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Hirers should be made aware that insurance is provided in respect of accidental injury and accidental damage to the premises or its contents for the period of the hire subject to limits provided below:

Limit of Indemnity (Limit) = £5,000,000

Accidental damage to premises or contents of premises (Limit) = £2,000,000

## 8. Child Protection

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy / Safeguarding Policy.

## TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

1. Booking Enquiries should be made to the Site Manager.
2. Community Activities are controlled by the School, who reserves the right, at their absolute discretion, to refuse admission to, or to evict any person from the premises, to refuse any application for the hiring of the premises without being required to give reason for such refusal.
3. Applications for Hire of facilities must be made using the application form on our website. The Hirer shall satisfy himself that the facilities are suitable for his purposes. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site and rooms may be altered to work around school events. All hires and timings are subject to the discretion of the School. The Hirer may not assign or sub-let the hire of the school. No person under the age of 18 years will be accepted as a Hirer.
4. Charges for Hire of facilities are fixed by the Governing Board who reserves the right to vary charges without prior notice. New charge rates normally operate from April each year. Setting up and clearing away time must be included within the hire period.
5. Hire Fees must be paid within 30 days of the date of invoice. Payment beyond this period may incur additional charges. In the event fees are not paid in accordance with these conditions, all further periods booked may be cancelled forthwith, without prejudice of the right of the School to recover the total charges due in respect of the full period of hire. The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the School against damage caused or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. Any decision made by the School is final.
6. Cancellation of Hire
  - (a) The Hirer must give 14 days' notice of cancellation or changes in times/dates of bookings, in writing. If sufficient notice is not given, the Hirer will be expected to pay the hire charges for the facilities booked.
  - (b) The School reserves the right to close any part of the premises or prohibit the use of any facilities deemed unfit for use. In such circumstances any monies paid will be refunded.

- (c) The School may refuse an application if
- (i) The premises are required by the School.
  - (ii) There has been damage to the property or breach of these conditions during previous use of the premises by the Hirer.
  - (iii) The School is not content that all health and safety policies are fully in place- for example- insurance, child protection, compliance with guidance put in place during the pandemic.

No compensation shall be payable by the School by reason of such a decision.

- (d) The School reserves the right to cancel the agreement to hire, by giving 14 days' notice to the Hirer in writing and sent to the address given by the Hirer on the day of booking.

The School also reserves the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
- (ii) the hirer has failed to disclose material information concerning the proposed hiring or in compliance with health and safety requirements, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent

The School excludes any liability as a result of the exercise of these rights for breach of contract or otherwise and shall not be held liable for any expenses incurred by the Hirer as a result of such cancellation.

- (e) All block bookings are subject to review and may be cancelled at two weeks' notice.
- (f) Bookings cannot be made more than a year in advance.

7. The Hirer is responsible for the proper conduct and control as follows:

- (a) The number of persons using the premises does not exceed that for which the application was made and approved.
  - (b) Administration, organisation and supervision of a particular activity or event.
  - (c) The provision of qualified coach(es) or competent supervisor(s) for all activities. The Centre will request evidence that such persons are suitable, e.g. coaching qualification certificates; DBS Disclosures (Disclosure Barring Service) and for groups with young people and/or vulnerable adults, etc., this evidence must be provided on request. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. Any specialised equipment must be operated / supervised by appropriate qualified persons. All necessary safety precautions for activities must be taken in accordance with the relevant statutory and School safety publications. Details are available from the Site Manager via the School.
  - (d) The supervision of all visitors, spectators and officials attached to the Hirer.
  - (e) Leaving premises in a tidy and orderly condition at the end of each hire period.
  - (f) Ensuring equipment is returned to its storage place.
  - (g) Finishing the activity promptly at the end of the hire period and if the last hire of the day, vacating the premises no later than 10 minutes after the end of the hire period.
  - (h) Supplying on request to the School, the names and addresses of persons taking up any booked period under the hire agreement and the age of any of them who are minors.
  - (i) The Hirer is responsible for the safeguarding and safekeeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.
  - (j) Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation and 'safe mode' procedures. Fire and other exits must be kept clear at all times. Internal fire doors must not be fixed in an open position.
- NB Hirers will be expected to comply with all reasonable requests made by the School and/or Site Staff.

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8. Collections and Lotteries – No collections, games of chance, sweepstakes or lotteries or any betting may be conducted on the premises without prior permission of the School.
9. Licences – The Hirer shall be responsible for ensuring that all necessary licences have been obtained in respect of activities to be carried out, and shall pay all fees due in respect of these activities, e.g. performing rights, entertainment’s licences, etc.
10. Alcoholic Drinks – In no circumstances shall alcoholic drinks be available at any function without prior written consent of the School. The School holds a Premises License under which events may sell alcohol. Those serving alcohol must be over the age of 18 and will need to provide proof of training or read training material provided by the school. An additional charge applies for each service period.
11. Catering – Arrangements must be made through the School at time of booking for use of the catering facilities. These are limited, but in some circumstances light refreshments can be provided (prices on application).
12. Smoking – The site operates a No Smoking policy in all areas, including outside spaces. This includes the use of vaping equipment.
13. Fetes/Fairs – The Hirer shall be responsible for clearing the site of any rubbish that results from the hire.
14. Furniture should not normally be moved. Movement of furniture may only be done with permission of the School; it must be put back in its original place at the end of the hire. If a large number of chairs need to be moved, the Hirer shall provide assistance before and after the event.
15. Equipment and Premises
  - (a) Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.
  - (b) No equipment/facilities are to be used without prior specific permission from the School.
  - (c) Storage facilities cannot be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.
  - (d) Furniture and apparatus required may be brought onto the premises at the Hirer’s own risk. Hirers shall not bring on to the premises, without the prior consent of the School, any article of an inflammable or explosive nature, nor any

article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

- (e) No School games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.
- (f) The Hirer shall not carry out or permit to be carried out any alterations, additions or attachments to the premises, fittings, equipment or decoration thereof, without prior written permission of the School. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Any alteration or addition to the School's lighting, electrical heating and theatre sound and lighting systems is strictly forbidden, except with the written consent of the School. Consent may be subject to conditions, which the Hirer will be required to observe.
- (g) The school requires any electrical items brought onto the school site to have been PAT tested and certificate before use.
- (h) No animals are allowed on school grounds unless pre-authorized by the School of the school.
- (h) The Hirer shall pay the costs of any loss or damage to the premises or equipment, whether provided by the Site or any other person, however caused and whatever nature.
- (i) Cloakroom, toilet, car parking and when sports facilities are being used, changing rooms and any appropriate nets, net posts etc shall normally be provided, if they are available. In some circumstances a small charge may be made for equipment. If this applies to your hire it will be made clear on booking.
- (j) Any damage must be reported to the School. Charges for damage or breakages will be made.
- (k) No outdoor or black soled footwear is to be worn in the Gymnasium, or Dance studio. Only clean soft-soled shoes are permitted.

- (l) Chewing gum is not permitted on the site and therefore should not be disposed of in or on any part of the site.
- (m) Only authorised persons shall use steps or ladders.

16 Grass Sports Fields and Multi-Use Games Areas

- (a) These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.
- (b) The grass sports fields and hard-court multi-use games area shall be hired together with access to toilets and changing accommodation at the School.
- (c) The grass sports fields and the hard-court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard-court areas by the Hirer.
- (d) The grass sports fields shall have a limited playing capacity. The School reserve the right to restrict use of the grass sports fields to protect them during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.

- 17 Affiliated Hirer's Insurance – Indemnity Clause In accordance with the terms of hiring it is customary to require persons / organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

Injury to Persons or property

- (a) The Hirer shall indemnify the school against all claims for damages, compensation and / or costs in respect of:
  - (i) bodily injury or illness to Third Parties, and agents and / or
  - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

- (b) The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
- £5 million for commercial hires except where otherwise agreed
  - £2 million for non-commercial hires

#### Damage to Premises and Equipment

- (c) The Hirer shall be responsible for the loss of or damage to the premises and contents therein which is the property of the School except when loss or damage to the premises or contents are as a result of the negligence of the School.
- (d) The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
- £5 million for commercial hires except where otherwise agreed
  - £2 million for non-commercial hires
- (e) Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.
- (f) Injury to Persons – The school does not accept responsibility for personal injury, unless caused as a result of negligence by the School.
- 18 General Regulations – The Hirer shall ensure that all users of the site under or by virtue of the hire agreement comply with the General Regulations (which are deemed part of these conditions) and the Hirer shall be liable of all conditions by the user as if the breach had been committed by the Hirer.
- 19 Breach of Conditions – The person who signs the booking form will be held responsible for ensuring these conditions and regulations are adhered to. Failure to abide by them will lead to a cancellation of the agreement.
- If a hire period or booking is cancelled or terminated by the School as a result of a breach of conditions (as to which the decision of the School shall be final) the Hirer shall remain personally liable to the School for all charges due up to that time, but without prejudice to any claim which the School may have against the Hirer arising out of such a break or otherwise.
- 20 Right of access – The School and its agents reserve the right of access to the premises during the letting.