



## Lettings Policy

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## Lettings Policy

King's Cross Academy / Frank Barnes School aim to ensure the use of the school's facilities to the fullest potential. The object of letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

This policy aims:

- To ensure that lettings are not in conflict with the fundamental purpose of the school
- To ensure that the safeguarding of pupils and staff is maintained to the highest standards and not compromised
- To support community involvement in the life of the school
- To support the community in sporting, cultural and educational pursuits
- To maximise the commercial opportunity for lettings
- To ensure costs are fully calculated and covered
- To provide a professional service to users of the school's premises and ensure good customer care
- To monitor the maintenance of the high standards of the premises and grounds
- Hire out facilities in a way that is safe, within current legislation and following government guidelines
- To allow use of the school premises by other organisations outside of school hours for the purposes of providing supplemental schooling if the organisation can demonstrate it is able to keep children safe. Organisations will be expected to meet the requirements set out in the Department of Education guidance Keeping children safe during community activities, after-school clubs and tuition: non-statutory guidance for providers running out-of-school settings - GOV.UK ([www.gov.uk](http://www.gov.uk)) before allowing the premises to be used. Any allegations arising from incidents happening when the school is being used by another organisation should be dealt with by the school/college under the CSCP Guidance for schools on dealing with allegations against staff and volunteers.

The emphasis is to ensure staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements.

The school should not be let at a financial loss, whilst governing bodies can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Governing body in conjunction with the school Head Teacher will decide on the process for agreeing if and what school facilities will be let to a 3<sup>rd</sup> party and on what terms.

**Types of Lettings** - Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis. These lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms. The type of activities allowed will depend on latest national and local government guidance on COVID-19, including protective measures and social distancing.

**Letting Agreement** - All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed. We reserve the right

to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

**Political Use** – School premises must not be let for political use. The only exception to this is as a polling station.

**Legal Use** - It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents. Hirers must provide evidence if any licences are required during use of the premises.

**Named Individual** – The hirer must provide the school with a named individual who the school can contact in the case of an emergency, this person must be on the premises for the duration of the letting.

**Safety** – During the period of the letting the hirer's named individual will be responsible for following the conditions of booking, and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy and any other instructions or guidance provided by the Head Teacher, Business Manager and facilities team.

The facilities manager / assistant will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation procedures and fire assembly points. During school hours it is the school's responsibility to keep a register of those attending the event. The event organiser must provide a pre advised list of attendees to the school prior to the event.

It will be the named individual's responsibility to keep a register of those attending the event/activity outside of school hours, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the facilities manager / assistant. Alcohol, smoking, drugs & gambling is not permitted without permission of the Headteacher(s) and an alcohol licence.

The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people.

No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Facilities manager / assistant.

**Temporary Electrical Installations** - Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations for the British Standard Specification and Codes of Practice.

All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

**Safeguarding** - The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding training and measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the facilities team as soon as reasonably practicable.

**Indemnity** - The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

**Disability Equality Statement** - Kings Cross Academy / Frank Barnes School are committed to promoting Disability Equality and equality of opportunity for pupils / adults with learning and physical difficulties. The hirer must ensure that anyone with a disability or learning difficulty has equal access as described below:

#### **Equal Opportunities and Inclusivity**

1. The Hirer is committed to providing the equality of opportunity for all adults, children and families. We believe that no child, individual or family should be excluded from any group on any grounds.
2. The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.

3. The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc., of the group of members who hire the facilities.
4. The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The building has full wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.
5. The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age.

If there is any doubt about the application of any of the above conditions and Agreements A & B, the advice of the Headteacher should be sought.

**Risk Assessments** – The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from the facilities manager / assistant.

**Insurance** – The school does not provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the facilities manager / assistant that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

**Charges** - Charges will be set out in the letting agreement between the school and hirer, the governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire. The rates for hiring out different areas are listed in the table in the section below. We may decide that certain organizations or activities can use the premises for a reduced rate if it supports the core aims of the school. An invoice will be raised and must be settled in full no later than 5 working days prior to the event taking place. Please note VAT is charged on all lettings.

			Mon to Fri	Mon to Fri	Weekend
	Room capacity		8.30 - 18.00	18.00-23.59	
	Standing	Seated	Hourly rate	Hourly rate	Hourly rate
			£	£	£
Gymnasium	150	150	76.50	114.75	153.00
Small hall	40	40	45.00	67.50	90.00
Conference room	-	35	62.50	93.75	125.00
Meeting room	-	12	45.00	67.50	90.00
Screening room	-	12	45.00	67.50	90.00

**Damage** - The hirer will be responsible for the cost of any damage to school premises or equipment. School staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner. A deposit may be required depending on the nature of the hiring, in anticipation of any damages or breakages caused to the facilities, This is fully refundable following the hire, providing no terms or conditions have been breached.

**Cleaning/Security** - Any costs for cleaning or providing building security will be detailed in the letting agreement. Removal of waste is the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Head Teacher. As a result of any additional Government guidance on cleaning of school premises we may decide to impose an additional cleaning fee on top of the hiring rates.

**Cancellation & Complaints** - The school (via the head teacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint the schools standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person, if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take. The school reserves the right to immediate closure should there be any coronavirus or other related advice to lockdown or closure. The letting charge will be reimbursed, but any associated costs borne by the school relating to the letting will be charged to the hirer.

If you need to cancel your booking please confirm this in writing. Our cancellation charges will be:  
Up to 7 days prior to the event 10%.

**Animals** - Animals must not be brought into the schools' grounds or playground with the exception of guide dogs.

**Declaration of Interest:** Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

**Capacity**

All capacity numbers will be subject to the latest government guidance and local guidance on COVID-19, including protective measures and social distancing for the activity that is taking place.

**Documents to be made available:**

- Hire request form (Appendix 1)
- Lettings policy
- School Health & Safety Policy is available to download from our website
- School Complaints Procedure is available to download from our website
- The hirer to provide event risk assessments prior to the event to the facilities team at least 48 hours prior to the event
- The hirer to provide copy of Public Liability Insurance for the event to the facilities team on booking



Appendix 1: Hire request form

King's Cross Academy

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in our lettings policy. If you have any questions, **please contact the facilities team at [facilities@kingscrossacademy.org.uk](mailto:facilities@kingscrossacademy.org.uk)** .

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Purpose/activity of organisation and event	
Part of the premises requesting to be hired	
Date and time of hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks). Include dates.	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself (please ensure current PAT testing is provided for any external electrical equipment)	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy and the terms below.

- All refuse consumed over the event period is to be put into black bags or bins provided by the facilities team.
- Kitchen (if used) to be left in a clear and clean setup as found before the event starts.
- Event personnel must be provided to assist with event management.
- Expected number must be strictly adhered during the hire. Over subscribe of guests may result in refusal entry to the event on Health and Safety grounds.
- Exit times must be strictly adhered to failure in going over your time will be deducted from your deposit or additional charges will be made.
- Additional charges may incur for any breach of the above terms.
- Loss of your security deposit will occur should you fail to manage your event with the terms above.
- Any damage will result in loss of your deposit, or if deposit not paid, an additional charge will be made.
- All guests with children must take full ownership of them during the event and not to let them enter restricted locations.
- Guests and event staff must not enter restricted locations.
- Confirm and provide evidence that the appropriate insurance has been affected in accordance with the conditions of the Letting Agreement.



Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [facilities@kingscrossacademy.org.uk](mailto:facilities@kingscrossacademy.org.uk). We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

## Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Specify any other documents required when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]