

LANCASTER ROYAL GRAMMAR SCHOOL

POLICY STATEMENT

Number 36	Date Approved by SLT July 2023
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LETTINGS POLICY

1. INTRODUCTION

The Board of Trustees will make every reasonable effort to ensure the school buildings and grounds are available for community use. However, the overriding aim of the Board of Trustees is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind and the Board of Trustees reserves the right to refuse any lettings it may choose.

2. DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

3. MANAGEMENT OF LETTINGS

The day to day management for the lettings of non-residential school premises is undertaken on the school's behalf by Vivify, through a contract approved by the Board of Trustees. Where this policy names Vivify it will apply to any provider if the school chooses to appoint an alternative supplier of these services or to the school if it decides to bring the service back under its own direct control.

The relationship with Vivify is managed by the Director of Finance & Support Services.

Non-residential lets are for the use of the Sports Hall, Classrooms, Assembly Hall, Meeting Rooms and sports fields and facilities.

Residential lets are for the use of the boarding houses and their facilities and also for all facilities available for non-residential lets if used during the period of the residential let.

The management of residential lettings is undertaken by the Director of Finance & Support Services.

4. CHARGES FOR A LETTING

4.1 Non-residential lets:

The contract with Vivify allows them to set prices for lets in consultation with the school. They are incentivised to maximise revenue for the school through the profit share arrangement within the contract. The scale of charges are reviewed with the Director of Finance & Support Services on a regular basis.

4.2 Residential Lets:

The Director of Finance & Support Services is responsible for setting the fees for residential lets.

5. APPLYING TO USE THE SCHOOL PREMISES

5.1 Non Residential Lets:

Applications to use the school premises should be made to Vivify who will be responsible for entering into an agreement and the collection of all lettings fees. The school has a right to refuse a letting for any reason. The school will receive its agreed proportion of the letting fees net of operating costs irrespective of whether or not the fee has been paid to Vivify.

Vivify is responsible for the management of non-residential lettings, in accordance with the school's policies and the school's terms and conditions for lets that are applicable to all hirers. Vivify have responsibility to ensure that their own staff comply with all safeguarding procedures and that all staff and hirers have obtained satisfactory clearance to work with children and vulnerable adults from the Disclosure and Barring Service (DBS) when required. Vivify also has responsibility to ensure that they and hirers have appropriate insurance in place that will satisfy the school's terms and conditions for lets.

The school has the right to check that all appropriate DBS clearances and insurance policies are in place. The school has the right to ask Vivify to cancel bookings where this proof cannot be provided.

5.2 Residential Lets:

Applications should be made to the Director of Finance and Support Services who has a right to refuse a letting for any reason. Upon acceptance of a booking the hirer will pay a non-refundable deposit to secure the booking. Any catering provision will be made through the catering contractor and not through the school.

5.3 All Lets:

The Director of Finance & Support Services will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

If the Director of Finance & Support Services or the Headmaster has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Trustees, who has the authority to determine the issue on behalf of the Board of Trustees.

6. SAFEGUARDING

The hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Board of Trustees reserves the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Trustees are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

7. PUBLIC LIABILITY INSURANCE

The hirer shall ensure that suitable public liability insurance provision is in place for the duration of the letting.

8. LETTING AGREEMENT

8.1 Non-residential Lets:

The agreement will be with Vivify who will act on the schools behalf. All payments will be made to Vivify in accordance with the Vivify terms of conditions for the letting.

8.2 Residential Lets:

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting and the deposit required to secure the booking, along with a copy of the terms and conditions.

The letting agreement needs to be signed and returned, with the deposit payment, to the school before the letting can be confirmed and thus take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

9. TERMINATION OF LETTING AGREEMENT

The Director of Finance & Support Services, the Headmaster, or the Chair of Trustees, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with:

1. STATUS OF THE HIRER

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The Board of Trustees reserves the right to refuse any lettings it may choose.

Lettings will not be made to persons under the age of 18.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Director of Finance & Support Services / Headmaster to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Board of Trustees are indemnified by the hirer against any loss, damage, costs and expenses incurred during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Board of Trustees (refer to Lettings Indemnity Form).

The hirer shall insure, with a reputable insurance office approved by the Board of Trustees, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Board of Trustees, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums at the time of the application or within seven days of the letting being confirmed, otherwise the letting cannot take place and any deposit shall be forfeited.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Trustees against all sums of money which the Trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;

- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Director of Finance and Support Services;
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- e) Performances involving danger to the public shall not be permitted;
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Director of Finance and Support Services;
- g) No heating appliances are to be brought into or onto the premises;
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Board of Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment; and
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

7. THE HIRER'S RESPONSIBILITIES

7.1 The hirer must inform the school of any accident, fault, damage or other problems with the premises or equipment encountered during the letting.

7.2 No part of the premises is to be used otherwise than for the purpose of the premises requested.

7.3 No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

7.4 **OWN RISK:** It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

7.5 **FIRST AID FACILITIES:** It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

8. FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

9. INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Director of Finance & Support Services, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

10. SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

11. BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

12. NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

13. DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

14. ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

15. RULES

The hirer shall comply with any rules and regulations which the Board of Trustees shall make from time to time.

16. CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Board of Trustees will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation of the letting by the Board of Trustees as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Director of Finance & Support Services, the Board of Trustees reserves the right to terminate the letting with notice of one week. The Board of Trustees will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

17. SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

18. LOSS OF PROPERTY

The Board of Trustees cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer for the security of their own property and to make his/her own insurance arrangements if required.

19. CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

20. TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

21. RIGHT OF ACCESS

The Board of Trustees reserves the right of access to the premises during the letting for emergency or monitoring purposes.

22. VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as below:

A copy of the insurance policy is attached for reference

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company:

Indemnity Limit: _____

Signature: _____

Date: _____

Please enclose a copy of your insurance policy with this form.

SAFEGUARDING REQUIREMENTS - To comply with the conditions of the hiring agreement.

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name:

Name of Organisation:

Purpose of Letting:

Date:

Signature:

DECLARATION (Please read before signing)

I have received a copy of the Lettings Policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licences necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met.

I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature:

Date of application:

Name:

Mr/Mrs/Ms/Miss

Organisation:
