



Whalley Range 11-18 High School
Lettings Policy
May 2024

Lettings Policy

This policy operates in conjunction with the following policies:

- Safeguarding Policy
- Health and Safety Policy
- Complaints Policy

1. Aims

This policy aims to guide individuals and organisation's wishing to access and hire Whalley Range 11-18 High School and its facilities and sets out a fair and transparent charging policy.

2. Context

Whalley Range 11-18 High School operates within guidance and procedures set out by the Department for Education (DfE). Whalley Range 11-18 High School has a responsibility to ensure the efficient use of school premises and make them available for use by the local community.

3. 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". Activities which fall within the corporate life of the school, such as PTA events and extra-curricular activities for pupils organised by the school are not considered lettings.

4. Review of Policy

The governors will review this policy periodically and the scale of hire charges for the forthcoming academic year will also be reviewed and updated. Circumstances may require more frequent amendments.

5. Procedures

Procedures to support this policy are appended as follows:

Appendix 1 Procedures and Objectives

Appendix 2 Definition of Users and Terms

Appendix 1. Procedures and Objectives

1. Adoption

The school governors have adopted this lettings policy and the scale of charges set out below.

2. Objectives

The school are committed to ensuring the efficient use of the school's premises and making them available for use by the local community. In doing so it recognises the following principles:

- that school premises represents a significant capital investment and should be utilised as a valuable community resource.
- educational usage of our premises constitutes a natural priority.
- That a profitable letting operation assists the school to cover the costs of wear and tear and investment in the school facilities.

The governors have the following additional policy objectives:

- that expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget.
- that school will seek to maximise income from lettings wherever possible.
- that school will accommodate recommended lettings wherever it is economically viable to do so.
- that school reserves the right to use its discretion to cancel/refuse lettings in such instances where they would not be economically viable or in keeping with the core values of the school.

3. Delegated Authority

The governing body has delegated the authority to receive applications for lettings of a routine nature to EDU Lettings, who will consult with the Headteacher, the Facilities Manager and School Business Manager to accept and decline applications for hire of the premises at Whalley Range 11-18 High School. This includes the authority to determine the recommended status of any organization in line with this policy.

4. Priority Usage

The governors have agreed the following categories of priority user:

- statutory users
- educational/community users
- commercial users.

5. Scale of Charges

When arriving at their scale of charges the school will follow the following principles:

- that statutory users will be charged an amount commensurate with statutory regulations.
- consideration has been given to subsidies being applied to some educational/community users.
- That subsidies and discounted rates are available for community groups that provide social value to the wider community.
- that there will be parity of treatment for similar users.

For the purposes of charging, the governing body has delegated the decision to determine the charge for any individual or organisation headteacher/SBM. The basis of charging will be determined by the type of organisation hiring the premises, the purpose for which the letting is arranged and the period of time when the letting is taking place.

6. Remissions

The governing body reserves the right to use its discretion to remit or waive any charges, or part thereof, on the basis of a proposed hirer's circumstances as it sees fit. It has delegated this discretion to the Headteacher, School Business Manager using the following principles:

- that there will be a parity of treatment for similar users
- that any decision to waive a charge will be subject to periodic review, at least on an annual basis.
- that all decisions will be reported termly to the governing body
- that in the event of appeal or dispute the governing body retains the final power to decide.

7. Finance Procedure

Payment for all hire of premises is due in advance. Deposits may be required by the school in some circumstances. Invoice calculations will be based on the information in the lettings agreement and any subsequent amendments.

Payment for all hire of premises will be managed the SBM who will organise payments for bookings in advance.

8. Debt Recovery Procedure

School take all payments in advance and do not permit access to groups who have not paid for the session in advance. School do not allow users to fall into.

9. Cancellations

The School reserve the right to cancel the booking at any time without notice and without assigning any reason but will endeavour to give as much notice as possible. In such circumstances, school will refund the hire fee (and any deposit). The School cannot be held liable for any loss of expenses or earnings arising from the cancellation of a letting.

Educational use of facilities overrides lettings so hirers should be aware that there may be occasions when lettings are cancelled due to School events and examinations. The School will aim to provide hirers with at least 2 weeks' notice of such events, however, on occasion this may not be possible. Lettings will also be cancelled when events outside the school's control, such as adverse weather, affect the use of facilities.

10. Conditions of Hire

- No person under 18 years of age may make a booking for the use of education premises.
- All prospective hirers are required to comply with the conditions and guidelines for lettings.
- All hiring of the school's premises, including those for which no charge is made, shall be properly documented.
- All hirers should not arrange to use the school's premises or grounds or to commence any advertising until a letting agreement is agreed.

- Hirers must only use the premises for the purpose, length of time and by the named person and organisation stated. The hirer shall not sub-let the premises to another person/organisation.
- All hirers in receipt of a letting agreement (a legal document) will receive a copy of the school's lettings policy. The letting agreement is a contract which the governing body may enforce at law.
- The governors reserve the right to impose additional hire conditions where necessary and, where these apply, school will ensure any additional conditions are detailed on the letting agreement.
- Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.
- The school maintains insurance cover for liabilities incurred by the governing body with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of the hirers and external organisations must have third party liability insurance cover (with an indemnity limit of no less than £5 million).
 - A copy of the valid public liability insurance policy must be submitted with any application to use the school grounds or premises.
 - Employer's liability, professional indemnity or personal accident/injury insurance held by individuals is not sufficient.
- Hirers must produce ID if requested by a member of staff on site.
- The hirer must comply with all laws relating to the premises and the occupation and use of the premises by the hirer, including but not limited to Health and Safety legislation. All groups must have a Health and Safety policy or plan and appropriate risk assessments in place.
- Hirers must ensure that children are not left unsupervised whilst on site at any times. The named hirer is personally responsible for ensuring that all children/members of their group comply with the conditions of the letting agreement.
- For ad-hoc lettings where junior users wish to use the school's facilities, bookings must be made by a person over 18 years of age as the named hirer such as a parent/guardian, who is responsible for supervising the users at all times.
- Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises of grounds.
- Hirers are responsible for putting back anything moved during the hiring period, so it is in an 'as-found' state after use. This includes any hired equipment.
- Hirers are not permitted to use any of the school's equipment unless agreed at the time of booking. Where hirers use the school's equipment, the School Business Manager shall satisfy themselves that the hirer is capable of using such equipment.
- Hirers and users must wear the appropriate footwear for the facility that has been hired.
- If the premises or grounds are left in an unacceptable state, the governing body reserves the right to charge a cleaning cost.
- For all lettings, due regard and consideration must be given to our neighbours and the school's car parking facilities must be made full use of when available.
- Hirers must not harass, abuse or threaten any person in or about the premises in any way. Where a person behaves inappropriately, all existing lettings could be suspended or cancelled.
- No smoking or vaping is permitted by individuals hiring the school premises. The whole of the school premises is a non-smoking area.

- Consumption of alcohol by individuals hiring the school premises is not permitted under any circumstances.
- The school, however, reserves the right to refuse, at its absolute discretion, to let its premises or facilities, particularly where the letting may be to the detriment of the school, its staff, students and the local community. The following activities are not normally considered to be appropriate for lettings as they are not deemed to be compatible with the mission or purpose of the school and/or are not able to be accommodated within the school's facilities:
 - Events or activities with little potential to generate income or support for the School.
 - Events or activities which include content which is (and/or have the potential to result in behaviour or conduct) of a nature considered by the school to be offensive, obscene, discriminatory, sensitive, or otherwise inappropriate.
 - Events or activities which may contravene school policy or procedure, or which are inconsistent with the school's mission or purpose.
 - Events or activities which may adversely affect the school's reputation and/or bring the school into disrepute.
 - This list is intended as a guide and is not exhaustive.

11. Administration of Lettings

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to receive applications for lettings of a routine nature to SBM, who will consult with the headteacher to accept or decline applications for hire of the premises on any lettings. Term time and holiday letting periods are defined by the published term dates of the school and may be subject to change.

12. Security and Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of those hiring the premises to have appropriate safeguarding and child protection policies in place. The school will require that hirers provide their Safeguarding Policy to them prior to any lettings taking place and will require this is completed every time the policy is updated.

Within the hirer's safeguarding policy, it should confirm who the Designated Safeguard Lead (DSL) is, what training has been undertaken and that the hirer regularly reviews the policy in line with the updates around Keeping Children Safe in Education. If during the period of hire you become aware of any safeguarding or child protection issues, you should follow your safeguarding policy which may involve referring to the police or children's services. Alongside this, you should alert the DSL of the school whose facilities you are letting. This may lead to further investigation by the school in accordance with KCSIE September 2023. The Designated Safeguarding Lead for the school is Mrs M Connolly.

If there is a chance that those hiring the premises will encounter pupils, for example 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.

If hirers are supervising infant or junior age groups, they are responsible for their welfare on site at all times. It is a public facility therefore members of the public are on site. Children of any age should not be left unsupervised at any time as hirers are responsible for the welfare & safeguarding of all children in your group whilst on site. It is advisable that parents remain on site whilst activities are taking place, where this is not possible the hirer is responsible for their welfare and safeguarding.

13. Emergency Procedures

Governors remind all persons/organisations letting the school premises that it is their responsibility to ensure that their users are aware of emergency procedures. Hirers will be made aware of the School Emergency Contact for the period of their letting.

14. Complaints procedure

A formal complaint about the school from someone letting the school premises should be dealt with by following the complaints procedure.

Appendix 2. Definition of Users and Terms

1. Users

Group A Users

Adult only teams or activities. All attendees for the booking are over 18 years of age. If the users are mixed adult/juniors, Group A will apply.

Group B Users

Junior only teams or activities. All attendees for the booking are under 18 years of age.

Group C Users

Private birthday parties for children under 18 years of age.

2. Terms

Statutory Users

These users have the right to use a school backed by specific legislation. The only such use of schools is concerned with the use of elections – Council, National and European.