

# **Colchester County High School for Girls**

# 64: Lettings Policy

COMMITTEE	Finance and Resources
SLT RESPONSIBLE	Tina Woodhouse
	SBM / Chief Finance and Operations Officer
REVIEW	3 Year or following changes to Statutory.
	Guidance
PROCEDURES REVIEWED	March 2024
REVIEW DUE	March 2027
APPROVED BY THE GOVERNING BODY	Local Governing Body: March 2024

# **Table of Contents**

1.	Introduction	3
2.	Definition of a school letting	3
3.	External organisations and individuals	3
4.	Internal organisations	3
5.	Management of lettings	3
6.	Safeguarding	4
7.	Consideration / Approval of applications for lettings	4
8.	Charging policy	4
9.	Insurance	5
10.	Health and Safety	5
11.	Hire of the Kitchen	6
APP	ENDIX 1: Application to hire school premises	7
APP	ENDIX 2: Terms and Conditions	10
APP	ENDIX 3: Booking Form	144
APP	ENDIX 4: Lettings Checklist for CCHSG Site Staff	177

#### 1. Introduction

This document sets out the overall policy for the letting of Colchester County High School for Girls' premises and grounds.

The school's premises and grounds have the potential to provide additional income. It is the Governors' policy that, working within the limitations laid out below, income from this source should be sought where appropriate. It must always be remembered, however, that the school's primary role is the provision of education to its students and lettings must not affect this in any way. It must also be recognised that the school has responsibilities to its employees and to its neighbours, which must be borne in mind when applications for lettings are being considered and for this purpose the school operates the following times:

- Friday and Saturday all attendees will need to be off site by no later than 23:00 (which includes clearing away and cleaning).
- Monday to Thursday and Sunday all attendees will need to be off site by no later than 22:00 (which includes clearing away and cleaning).

All lettings will be subject to the school's current standard terms and conditions relating to the hire of School premises.

# 2. Definition of a school letting

A letting is defined as 'any use of the school building and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, Governing Body meetings or where students are supervised by school staff, are considered school related and do not require a letting agreement.

# 3. External organisations and individuals

Premises and grounds may be let to an organisation (club, society or commercial entity) whose reputation is sound and whose use of the premises is expected to be responsible and careful. References shall be sought where an application is received from an unknown organisation. Premises and grounds may only be let to individuals if employed by the school, or at the discretion of Governors.

CCHSG Staff enquiring about a hire must complete the Application to Hire School Premises form (see appendix 1) and comply with the letting's terms and conditions (see appendix 2). The additional conditions below will also apply:

The member of staff cannot make a booking on behalf of someone else and must be on site for the duration of the hire as they will be responsible for the safeguarding and behaviour of all in attendance. Bookings will only be considered during normal letting opening and closing times.

If the hire is for a children's party all external providers must provide insurance and safety certificates as requested.

#### 4. Internal organisations

The Parent Teacher Association and the Old Girls' Association will be given special consideration to hold committee meetings in the school free of charge. Their functions however shall be charged at a special rate designed to cover costs only.

# 5. Management of lettings

The Governing Body has delegated the responsibility for lettings to the School Business Manager. The Executive Principal has delegated part of this responsibility to the Site Team Leader and members of site staff.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

#### 6. Safeguarding

The School Business Manager, in discussion with the Site Team Leader, will seek to ensure the suitability of adults working with children on site at any time. Community users organising activities for children are aware of the school's child protection guidelines and procedures; these are provided as part of the lettings' arrangement. The safeguarding expectations for hirers are as follows:

- For school organised events or lettings where school staff are directly supervising or managing the service or activity, then the school's child protection arrangements will apply.
- For third party hirers, which includes parent-teacher associations, the school ensures that the hirer:
  - has appropriate safeguarding policies and procedures in place.
  - knows that the school will inspect these policies and procedures as needed, for instance by
    ensuring the hirer has carried out DBS checks by asking to see DBS certificates or by asking
    for written confirmation from the hirer that DBS checks have been carried out.
  - signs a declaration that they will adhere to the school's policies and procedures if the letting takes place during the school day or if students will be on site.
- For individual hirers; an appropriate safeguarding mechanism would be, for example, a free membership scheme, which requires photo identification.

If the school receives an allegation relating to an incident that happened when an individual or organisation was using the premises for the purpose of running activities for children, the school will follow Alpha Trust safeguarding policies and procedures, including informing the LADO.

The AT2 Alpha Trust Safeguarding and Child Protection Policy and KCSIE must be consulted and followed when dealing with external organisations that work with children or young people.

- Please note the school operates 24/7 CCTV cameras.
- Please see the security and lettings privacy notices on the CCHSG website

#### 7. Consideration / Approval of applications for lettings

The School Business Manager, in discussion with the Site Team Leader, will decide on the approval of the application with consideration to:

- Formal written application made by the hirer on the school's standard application form.
  - This document will clearly detail the hirer's precise requirements and by signing it the hirer will agree to the school's terms and conditions of hire.
- Interference of school activities, priority at all times should be given to school functions.
- The availability of facilities.
- Ensuring the suitability of adults working with children on site at any time. Ensuring community
  users organising activities for children are aware of the school's child protection guidelines and
  procedures (AT2 Alpha Trust Safeguarding and Child Protection policy); this is provided as a link as
  part of the lettings' arrangement.
- Fire Safety policy with regard to lettings/Out of school hours procedures
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

# 8. Charging policy

Charges shall normally be set at a rate to cover both costs and generate an appropriate profit from each letting, taking account of the following.

#### Staff costs:

The Site Team Leader/member of the Site Team shall be required to be on duty and/or contactable by phone for all lettings and shall open and relock all necessary doors in a period commencing 15 minutes before/after the beginning/end of each letting. Preparation time (e.g. laying out chairs/tables) and clearing away/cleaning up time shall also be charged. Staff time is to be charged at the current rate for plain time (inclusive of employers' costs) and is subject to regulatory minimum payments.

# Resource costs:

A charge to provide heat, light and depreciation is to be calculated based on the area and facilities required. (Calculation of this charge will take into account that heating, if required, has to be supplied to a much larger area than the letting unit.) A returnable deposit will be charged where appropriate to cover breakages, damages and exceptional cleaning, depending on the nature of the let.

#### Profit:

A profit element is included in the charge to both external organisations or individual lettings-

The School Business Manager is responsible for setting and annually reviewing the standard charges and calculating figures for "non-standard" lettings. The School Business Manager may enter into negotiation over the charges payable in respect of a particular letting, provided always that the School's costs are covered.

# Settlement of charges:

Invoices are to be raised prior to the event and payment will be required 30 days from the invoice date.

# Approval of applications:

The School Business Manager is to maintain a bookings record. All lettings require that a member of the site team is present to open and close the necessary rooms and/or make sports facilities available. No letting out of normal School hours is to be agreed until the Site Team Leader has been approached and their agreement obtained.

All applications are approved by the School Business Manager once it has been established that the facilities are available and that the Site team are is available for duty.

Before the letting can be confirmed, a formal written application must be made by the Hirer on the School's standard Application form. This document will clearly detail the Hirer's precise requirements and by signing it the Hirer will agree to the School's terms and conditions of hire.

#### 9. Insurance

Organisations will be asked to produce evidence of their own public liability insurance cover for a minimum of £2m, or £5m for more hazardous activities (i.e. karate or gymnastics). They should also produce evidence of their employer's liability cover should this be applicable. CCHSG staff hiring the facilities will be covered under the school's insurers.

#### 10. Health and Safety

Under the Health and Safety at Work Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises.

- (a) The school will follow the health and safety guidance below for all lettings:
- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.

- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- The school will provide the hirer with the contact details of the duty site team member for use in the event of an emergency.
- The school may agree for the hirer to use the school's first aid equipment. Alternatively the hirer must make suitable arrangements for first aid.
- A 'School Accident and Incident Form' must be completed by the hirer in the event of an accident or incident occurring on the premises.
- The school's duty site team member will check that the premise has been left clean and in a safe condition.
- (b) In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:
- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities.
- The school may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically (at least every 6 months).
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a condition which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

#### 11. Hire of the Kitchen

A hire application which includes the use of the kitchen for food storage, production, assembly or service should be discussed with the school Catering Manager before being approved.

A Level 1 Food Safety Certificate must be held and presented as part of the Hire Application along with a statement of compliance regarding Natasha's Law.

All areas of the kitchen should be cleaned and left tidy after use, however the Catering Manager may request that their staff conduct another clean prior to commencing with normal food handling activities at an additional cost.

# **APPENDIX 1: Application to hire school premises.**

# **APPLICATION TO HIRE SCHOOL PREMISES**

This form must be completed by the person responsible for the function and returned to Mr J Kalisz at the above address, together with:

- 1. The Hirer's Policy and Procedures for safeguarding children and child protection (see condition 10 attached)
- 2. Evidence of £5m Public Liability Insurance for groups excluded from the school's cover (see condition 9 attached)

Full Name (block le	etters) :				
Address:					
E-Mail Address:			Tel		
Society or Organisa	ation:				
Purpose of Hiring:					
				T	
Emergency mob	ile number for o	organiser on site o	during the hire:		
Requirements					
Day	[	Date	Access Ti including s		Departure Time including clearing away and cleaning
	<u> </u>		l		
Accommod	•	nts – Charges will o I in all details below	-	• •	•
Hall Yes / No Number of chairs	required:	Dining room Yes / Dining room exter		Classroo Room No	oms Yes / No umbers:
		Kitchen Yes / No Level 1 Food Safe must be held. Confirmation of wl equipment can be	hich kitchen		

Gymnasium Yes / No Dance studio Yes / No Changing rooms Yes / No	Playing field (Describe requirements)	Lift: Yes / No
Drama M2 & Music Studios M3 Yes / No Please state:	Toilets Yes / No Please state:	Carparks Yes / No Please state:
Hall sound system Additional hire charge to be Agreed Yes / No	Hall Lighting System Additional hire charge to be Agreed Yes / No	
Other Areas:		
Any other comments:		
Please advise / draw your prefe	rred layout in detail or attach a pl	an:

In applying to hire the school premises I agree to the terms ar	nd conditions attached.
Signed	Date

#### **APPENDIX 2: Terms and Conditions.**

# COLCHESTER COUNTY HIGH SCHOOL FOR GIRLS REGULATIONS FOR THE HIRE OF EDUCATION FACILITIES

# 1. Acceptance of Conditions

The hiring of accommodation is permitted only on the condition outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

#### 2. Compliance with Conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

# 3. Procedure for Arranging a Hire

Applications for the hire of the school premises should normally be made at least one month in advance. A prospective hirer shall submit a completed application form, in accordance with the procedure described on the form.

For long term, established lettings the maximum booking term will be one year and the minimum one term. Any new long term lettings will be initially offered a term's contract with the option for an extension. In general, reservations will not be accepted for dates more than 12 months in advance except for special events such as those needing extensive preparations.

# 4. Refusal of Hire

The trustees and governors may refuse an application to hire the premises if:

- · the premises are required by the School
- there has been damage to the property, or a breach of these conditions during previous use by the hirer
- for any other reason the Governors deem it necessary or expedient to withhold the permit.

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

#### 5. Cancellation by the School

The School reserves the right to cancel any hire without notice. Every effort shall be made to give reasonable notice to a hirer, and, whenever possible, alternative facilities offered. Any sum paid by the hirer will be refunded but the School will not be liable to pay compensation for any loss suffered as a result.

#### 6. Cancellation by the Hirer

The hirer must give at least 14 days (or 28 days in the case of long term lettings) notice of cancellation to the Business Manager acting for the Principal, Trustees and Governors. If any shorter period of notice is given, 50% of the agreed charge will still be payable. In addition, the Trustees and Governors reserve the right to pass on to the hirer any costs unavoidably incurred.

# 7. Condition of the facilities after hire / Cleaning

The facilities shall be hired in a clean condition and MUST be left in a clean condition, ready for school use. Refuse sacks, brooms, dustpans and hoovers will be provided, for your convenience. All rubbish should be placed in the bins provided and the floors clear of litter. All equipment provided should be cleared away and left how it was found.

A charge of £25.00 per hour may be charged if the facilities are not left in a reasonable condition.

#### 8. Hire Charges

Hire charges for regular events will be invoiced monthly in advance. Occasional hires will be invoiced prior to the hire and payment will be required prior to the event taking place. Receipts will be issued on request.

The Trustees and Governors reserve the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the

accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against costs unavoidably incurred as a result of insufficient notice of cancellation of booking, any damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Governors, and their decision will be final.

All hire charges are based upon the current years calculations and are advised / agreed at time of booking.

# 9. Indemnity and Insurance

Indemnity: The hirer will accept responsibility for:-

- Damage to or loss of premises, property, furniture and equipment
- Third party claims involving injury to persons (including staff) and/or damage to property except when caused solely by the negligence of the School, their servants and/or agents.

**Insurance:** The School has an insurance policy which covers lettings on the premises. Public liability insurance will apply to any hirer (except excluded groups – see below) in respect of sums that the hirer may be legally liable to pay as damages and claimants' costs and expenses with a maximum indemnity limit of £5,000,000. The hirer is automatically covered by payment of the hire fee and no additional payment is required for insurance, however if the hirer has suitable insurance then that insurance will be effective in the event of a claim arising. This insurance excludes cover for certain groups who must be asked to confirm that their own suitable cover is in place before the hiring commences. The following groups are excluded:

- For meetings organised by political parties
- For professional entertainment purposes
- For commercial or business functions
- · For martial arts activities
- For any sporting activity, but only in respect of property damage of bodily injury to any participant caused by another participant

The hirer will be responsible for the first £500 of any loss or damage to property.

#### 10. Procedures for safeguarding Children.

The hirer will provide the school with their Policy and Procedures for safeguarding children and child protection.

#### 11. Activities for Children

For these activities, a hirer shall ensure that two responsible adults are present, and in charge throughout the whole period of hire. It is recommended that one adult is a qualified First Aider.

# 12. School Equipment

No use may be made of apparatus such as stage fittings, pianos, etc., without specific permission. The kitchen shall only be used for purposes declared at the time of application and on submission of the appropriate health & safety / kitchen hygiene certificates for the individuals who will be working in there.

### 13. Fabric and Fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing, and the wearing of stiletto heels is prohibited. The hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

#### 14. Storage

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

# 15. Hirer's Property

Furniture and apparatus may be brought on to the premises at the hirer's own risk. Hirers shall not bring on to the premises, without prior consent of the Governors, 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. Any electrical equipment must have current PAT testing certification that will be shown to the site supervisor.

# 16. Statutory Requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical (including disco) and stage events must be considered to be public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments, it is the hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

#### 17. Attendance and Behaviour

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated and that users are considerate to our neighbours in respect to noise. The hirer shall be liable for damage caused by unruly or inappropriate behaviour. It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities and the School and/or hirer's insurance arrangements.

#### 18. Alcohol

If alcoholic drinks are to be made available at any function this must be stated in writing at the time the hirer applies for the use of the premises and is subject to governor approval. It will be the responsibility of the hirer to ensure that an appropriate licence is obtained from the local magistrates' court / district council and that this is shown to the site supervisor before the event begins band clearly displayed to all at the event.

# 19. Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors and appropriate licences and permissions are obtained.

# 20 Fire Precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises, and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times. The hirer is responsible for ensuring that their party are all out and accounted for and reporting to the site supervisor on duty.

# 21 First Aid

First Aid is the responsibility of the hirer and the hirer is responsible for supplying a small First Aid kit at all times.

# 22. Smoking / Vaping

Smoking / Vaping is not allowed anywhere in the building and surrounding grounds.

#### 23. Site Supervisor / Responsible Person

The site supervisor is instructed by the Governors to ensure that the conditions of the hire are fully complied with. As the responsible person appointed by the governors all reasonable instructions given by the site supervisor on duty must therefore be followed.

#### 24. Right of Access

The Governing Body and its agents reserve the right of access to the premises during the letting.

# 25. Additional Conditions

If the School or Governors stipulate any additional conditions in a letter accepting an application, the hirer shall be deemed to have accepted such conditions.

# 26. Nut Free School

We ask everyone to ensure no nuts or nut products are brought on to the school site.

# Date: Organisation: Dear Hire of [venue] at Colchester County High School for Girls (CCHSG) Thank you for your interest in hiring facilities at CCHSG. This letter together with the attached Document called the Terms of Hire set out the terms and conditions that apply to your booking. Please read this letter and the Terms of Hire carefully and let us know if you have any questions or if there is anything which you are unsure about. Your attention is drawn to the Special Conditions below and points 1, 2, 4 and 25 of the Terms of Hire in particular. BOOKING FORM FOR [??? FACILITIES] **DETAILS OF HIRER** Name: Name of Organisation: Job Title: Email: Phone: Address for Correspondence: County: Post Code: Website: VAT Number: Company Registration No. Accounts Payable or Finance Contact: Phone: Email: Address for Correspondence: County: Essex Post Code: HIRE DETAILS Start Date: **End Date:** Renewal Date: Monday: Tuesday: Wednesday: Thursday: Friday: Saturday: Sunday: Not used. (The dates and times of hire set out above are, collectively, the Hire Dates and are subject to our academic calendar) Hire Dates Holidays / School closures Purpose of Hire: Number of attendees:

Mobile:

**APPENDIX 3: Booking Form** 

Name of contact on site during the Hire

Period:

# ALLOCATED FACILITIES Use of:

#### **DEPOSIT AND HIRE FEE**

Please see clause 8 if no Payment Due Date is specified below.

Total Hire Fee:

Balance: Monthly in advance Payment Due Date: 1st of the month

100% Deposit: £0 (non-refundable) Payment Due Date:

Payment should be in £GBP, by bank transfer or cheques made payable to Alpha Trust t/as

Colchester County High School for Girls.

Sort Code: 30-92-16 Account Code: 64302268

The Hire Fee for the first Contract Year, in respect of the Hire Dates shall be charged as:

All Hire Fees shall be paid in accordance with clause 8, in consideration of you having access to and use of the Facilities from the Commencement Date.

The Hire Fee shall be reviewed one year from the date of agreement. We shall notify you of any changes to the Hire Fee by giving not less than 6 months' notice.

#### SPECIAL CONDITIONS

The following special conditions apply for the hire of the facilities.

#### **POLICIES**

You will be required to comply with the following policies (and as they are amended from time to time) in the hire of the facilities:

- Alpha Trust Health & Safety Policy
- Alpha Trust Safeguarding & Child Protection Policy / Keeping Children Safe in Education

On signing this contract, you are confirming you have read and understood these policies.

Policy Documents – Colchester County High School for Girls (cchsg.com)

#### **SCHEDULES**

You agree to comply with your obligations as set out in the following schedules:

Hire Rules (if applicable)

- Terms and Condition of Hire
- Emergency Action Plans & Evacuation Procedure

Your Agreement is with Colchester High School for Girls (Company Registration Number 07755713) whose registered address is Colchester County High School for Girls, Norman Way, Colchester, Essex, CO3 3US (The School)

The school is referred to as "We", "Us", "Our" in this letter and in the Terms of Hire.

This Agreement is made up of this Cover Letter and the Terms of Hire set out on the following pages, together with the schedules setting out normal operating procedure, emergency action plans and evacuation procedure.

The Agreement shall come into existence on the date on you and we have signed, and if signed separately, the date on which the second party signs.

I confirm that the information above is complete and accurate. I have read and agree to abide by this Agreement. I enclose evidence of insurance (please see clause 9 above); and completed risk assessment and method statement and evidence of your safeguarding policy and adherence

Signed by []	Signature
For and on behalf of: Organisation	
Date [00 Month Year]	
Signed by Tina Woodhouse	Signature T Woodhouse
For and on behalf of CCHSG	
Date [00 Month Year]	

# **APPENDIX 4: Lettings Checklist for CCHSG Site Staff**

# LETTINGS CHECKLIST FOR CCHSG SITE STAFF

Proc	ess Checklist:
	Send enquiry pack with schedule of charges, terms and conditions and booking form etc.
	Completed booking form received by School.
	Assess suitability of activity
	Check availability of premises/ equipment/caretaker or security staff
	If the completed application is from an organisation which will be working with children/young people, the school has followed the relevant safeguarding procedures.
	Calculate cost of hire
	Book letting into the diary with hirers name and contact number.
	Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit (APPENDIX C).
	Deposit/ payment received (check School finance system)
	Check booking in diary, arrangements with caretaking staff and others where appropriate.
Healt	th and Safety Checklist:
The	school has informed the Hirer of the following:
	Limits on accommodation and equipment (e.g. out of bounds area)
	Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits.
	Location of first aid box (if hirer not providing their own)
	Location of toilets
	Smoking & Vaping restrictions
	Who to inform of any accidents/ incidents/damage or hazards.
	In the case of "repeat" bookings the person on duty will inform the Hirer of any changes
After	the Booking:
	Site maintenance staff checked the premises for any damage.
	Return deposit if everything reported to be in order.