

# Greater Manchester Education Trust

## LETTINGS POLICY

V1.2

Levenshulme High School

## Approval History

Approved By:	Date of Approval	Version Approved	Comments

## Revision History

Revision Date	Previous Revision Date	Summary of Changes	Owner/Editor
June 2023		Update around charges and safeguarding updates	
Sept 2023		Updated guidance in line with KCSIE 2023	

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## 1. Legal Framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2022) 'Keeping children safe in education 2022'

## 2. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

## 3. Areas available for hire

### 3.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Dance Studio
- Astro Pitch
- Classroom
- Playing fields
- Gym

### 3.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports hall	tbc	Adult: £40 per hour full hall. £20 per hour half hall Junior Community Groups: £32 per hour full hall £16 per hour half hall
Classroom	Maximum amount of people is 30	£20 per hour.
Playing fields	n/a	£50 per match.
Dance Studio	Maximum amount of people is 45	£20 per hour
Astro Pitch	n/a	Adult: £50 per hour full pitch £35 per hour half pitch Junior community groups £40 per hour full pitch £24 per hour half pitch

## 4. Charging rates and principles

### 4.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

### 4.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### 4.3 Review

The revenue raised from hiring out will be reviewed by the Sports Centre Manager and the Trust Finance Director and will be fed into the Trust's financial reporting, to ensure best value is being achieved.

## **5. Application process**

Those wishing to hire the premises should fill out the hire request form and read the terms and conditions of hire set out in section 6.

The hirer should fill out and sign the hire request form and submit it to the Sports Centre Manager. Approval of the request will be determined by the Sports Centre Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. Payments will be made to the school either via invoice or card or online payment, we no longer accept cash or cheques. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance, Risk assessment and Safeguarding Policy.

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, or reputational damage may occur.

## **6. Terms and conditions of hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.

10. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; and
  - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
13. Any cancellations by the school made with at least 7 days notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

25. The Manager will advise the Hirer of the maximum number of admissions that will be allowed for any event. Under no circumstances will the Hirer or Organisation allow the maximum number of admissions to be exceeded. The Duty Manager may refuse the admission of any person, or may require any person to leave the Centre without giving a reason for doing so.
26. The Hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol on the premises of the Centre, without the prior, written permission of the Manager. If such permission is given, the Hirer will be told of any licensing applications or permissions that must then be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates. The Hirer shall not without the prior written consent of the Manager be given any temporary event notices to the relevant licensing authority under the Licensing Act 2003 (as amended from time to time) in respect of any event at the centre.
27. The Hirer shall be required to co-operate fully towards ensuring that the Schools No-Smoking policy is strictly enforced throughout the Sport Centre facilities including the outdoor pitches. Any Club / Group who is found to not be enforcing the No-Smoking policy with club officials, coaches or supporters will be held responsible.
28. The Hirer must ensure that the hired part of the Centre and any equipment used is left clean and tidy and that the equipment is left in the same condition as found at the end of the period of use. The School reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning. Damage to equipment will be charged to the Hirer at the cost of repair plus a 10% administration fee. If damaged equipment cannot be repaired then the full replacement cost will be charged to the Hirer. The hirer must ensure that the premises are vacated at the hour agreed or at any time during the period of hire if required in the interests of public safety.
29. Health and Safety, it is the responsibility of the user group to ensure that any potential risk associated with an activity is minimised. The Duty Manager reserves the right to terminate any activity where staff consider the situation is unsafe and in breach of Health and Safety regulations. In such circumstances no refund will be offered. Hirer's are expected to ensure minimum qualifications for those leading, teaching, coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for particular activities.
30. There will be no fire equipment testing during your use of the facility, unless you have been otherwise informed by a member of staff. Therefore, if the alarm sounds, leave the pitch by the nearest exit.

**DO NOT STOP TO COLLECT PERSONAL BELONGINGS; DO NOT RE-ENTER THE FACILITY UNTIL OFFICIAL STAND-DOWN BY THE DUTY MANAGER.**

31. If you discover a fire, operate the closest call-point by pressing the middle of the glass panel to raise the alarm. Hirers are responsible for undertaking a roll call of all persons attending their event/ activity.



32. The sports centre manager is responsible for restocking first aid kits on site, the sports centre manager will show the hirers where the first aid kits are kept should they be required. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
33. Hirers should be made aware that the use of CCTV will be used to monitor events and identify incidents taking place whilst the premises are in use and in accordance with the Trust's CCTV policy.
34. **TRUSTEES / GOVERNORS** reserve the right of the school to reject or terminate an arrangement in the circumstances where it is felt that the provision offered is not suitable for the school or it is felt to be inappropriate, such a decision being at the sole discretion of the school.

## 7. 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 you provide your Safeguarding Policy to them prior to any lettings taking place and will require you to do this every time that you update your policy.

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 Donna Johnson, Co-Headteacher and DSL.

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.

If you are supervising infant or junior age groups, you 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 you 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.