



## **FINAN-06-LETTINGS (2023-2024)**

### **1 INTRODUCTION**

- 1.1 This policy in respect of the hiring of Trust premises and grounds out of school hours:
- is reviewed and approved on an annual basis by the Finance & Environment Committee under delegated authority from the Trust Board; and
  - applies to all lettings from September 1<sup>st</sup> 2023 - 31<sup>st</sup> August 2024.

### **2 ROLE OF TRUST BOARD AND COMMITTEES**

- 2.1 The Finance & Environment Committee is required to adopt an annual policy and charging schedule in respect of letting school premises, and this policy is to cover Trust and hirer responsibilities, including health & safety.

### **3 ROLE OF PRINCIPAL AND SENIOR LEADERSHIP TEAM**

- 3.1 The Principal and/or Chief Financial Officer are granted authority, within the guidelines of this policy, to grant permission for external organisations/bodies to use Trust premises out of school hours, subject the provisos that, in their opinion, the use will not conflict with the educational functions of the school, and any expenses/costs incurred by the Trust in relation to that use are more than outweighed by the fees received for the letting.

### **4 GENERAL PRINCIPLES**

- 4.1 The Trust will take every reasonable measure to ensure that the use of school premises out of school hours offers minimal disruption, disturbance or inconvenience to the local community or any existing letting. Playing fields may also be made available for general use out of school hours at the discretion of the Principal providing he or she is satisfied that the fields are in a fit state for such use.
- 4.2 No stiletto heels, studded shoes, or other types of footwear likely to cause damage to floors should be worn. The hirer shall be responsible for making good any damage done to the school premises, furniture, carpets, furnishings, fittings or equipment or any loss thereof arising from the hire of the accommodation.
- 4.3 The object of the provisions of this policy is to ensure the full use of school premises consistent with their use as education premises, but it must be emphasised, particularly where premises are let on a regular basis, that any breach of these conditions will lead to the immediate withdrawal of the facilities granted. As such, the hirer is required to comply with the Trust's Covid protocols as in place at the time of use of school premises.
- 4.4 The hire of any and other facilities and equipment within the school is subject to separate charges which will be agreed at the point of confirmation of the booking.

### **5 APPLICATIONS PROCEDURE**

- 5.1 Application for the hire of facilities in the school must be made via the dedicated email address, [Lettings@heart-england.co.uk](mailto:Lettings@heart-england.co.uk) telephone 01676 536732.
- 5.2 Trust premises will not be regarded as booked and confirmed until the following paperwork has been completed, signed, and returned to the Finance Department by the hirer,
- Hire of facilities agreement for the academic year.



- Signed acceptance of the Lettings Policy Agreement, Procedure and Conditions for the Hiring of school premises and Grounds (respective academic year.)
- 5.3 The hirer must also send, where applicable, their affiliated information, insurance details, Disclosure and Barring Service certificate numbers and Ofsted information.
- 5.4 Payment of the hire charge must also be made in advance. The Trust's decision on the charges for each hiring shall be final. The charges levied must be paid at least four weeks in advance of the letting. Lettings of a regular nature must be paid termly in advance. No payment is to be made directly to school site team.
- 5.5 Any application may be refused without stating reasons.
- 5.6 No public announcement of a function to be held in the school may be made until the booking has been formally confirmed.
- 5.7 The Finance Department must receive, in writing, notification of any cancellation, at least seven clear days before the date booked. No refund is due to the hirer if cancelled in a lesser period. If due to unforeseen circumstances school is closed and the event is cancelled the booking charge will be reimbursed. School is not liable for any additional costs the hirer may have incurred. One month's notice is required to terminate arrangements made for the regular hire of Trust premises, but any abuse on the part of the hirer will lead to immediate cancellation of the letting.
- 5.8 The hirer is not allowed to transfer the hiring to any other person or organisation or sublet any element of their let space to another party.
- 5.9 Detailed arrangements for the use of the premises shall be made by the hirer with the Finance Department including, when necessary, arrangements for the erection and/or dismantling of any equipment. The IT and Site teams will be involved as required.
- 5.10 The Trust's site team may, at their discretion and at cost to the hirer, allow the use of any other parts of the school building in addition to those specified on the booking form.

## **6 TERMS AND CONDITIONS OF BOOKING**

- 6.1 At all times parking restrictions apply on school premises. Parking in designated disabled spaces is strictly for blue badge holders ONLY.
- 6.2 If use of the school kitchen is required express permission must be obtained from the Catering Manager. Contact details are available from the Finance Department.
- 6.3 The Trust's medical room shall not be used by any outside individuals or bodies for any purpose whatsoever.
- 6.4 No intoxicants shall be sold, supplied, or consumed on the premises of the Trust, except at special functions for which the Principal or Trust Board have granted special dispensation. At these functions the Hirer must ensure that persons under 18 years of age must not be sold or supplied with or consume any intoxicants.
- 6.5 Smoking is not permitted anywhere on Trust premises, indoors or outdoors.
- 6.6 No polish or similar materials shall be applied to floors. Trust premises must be left in satisfactory order for re-opening at the usual time of the next school session.

- 6.7 No paint shall be applied to any area within the Trust premises.
- 6.8 The hirer shall reimburse the Trust or such a person as the Trust shall direct in respect of any damage to property sustained in the course of hiring.
- 6.9 For any public entertainment, the hirer shall be responsible for the prevention of overcrowding such as to endanger public safety and for keeping clear all gangways passages and exits. The hirer is also responsible to indicating the emergency exits and associated procedures at the beginning of any performance or meeting.
- 6.10 Where Trust premises are required for concerts or for dramatic, musical, film or any other public entertainment, or if visual aids are used, the Hirer must ensure that:
- The requirements to HMRC with respect to entertainment tax have been made.
  - Copyrights are not infringed.
  - The requirements of the licensing justices, when necessary, have been or will be met.
  - No play shall be performed or shown which in any way could cause offence to public feeling.
  - In the case of film shows, only inflammable film is used and that adequate fire extinguishers are provided by the Hirer.
  - The provisions of the Children and Persons Acts with regard to performances by children, have been or will be, observed.
  - Any licence necessary under the Theatres Act 1968 and the Cinematograph Acts has been, or will be, obtained. A copy of the licence will be produced before the event takes place
  - Any licence necessary to play or perform music in public has been or will be obtained. A copy of the licence must be provided to the Finance Department before the event takes place. Failure to do so will result in cancellation of the booking.

## 7 AVAILABILITY OF FACILITIES

### 7.1 Term Time

<b>Monday to Friday</b>	Before school	Currently no space available to hire
	3:30pm-6:00pm	All sports facilities are unavailable. Limited space in other areas may be available – subject to approval
	6:00pm-10:00pm	School facilities are available to hire
	After 10:00pm	By special arrangement only – normally for ‘one-off’ functions only by agreement with the Lettings team.
<b>Saturday</b>	9:00am-6:00pm	Some school facilities are available to hire on a case-by-case basis.
	6:00pm-10:00pm	By special arrangement only – normally for ‘one-off’ functions only by agreement with the Lettings team.
<b>Sunday</b>	<b>Closed</b>	
<b>Bank Holiday Weekends</b>	<b>Closed</b>	

## 7.2 School Holidays – NON-Term Time

- If required by the hirer we will endeavour to offer the letting facilities offered as per term time.
- School closures are as per the facilities booking form which the hirer will be issued with termly in advance.

## 7.3 School will always be closed on the following dates

- Statutory Bank Holidays and the weekend preceding the Bank Holiday.
- Christmas Holiday. Usually closing on the last day of Autumn Term and reopening on the first day of Spring Term.
- 'Deep cleaning week' during Summer Term. Usually, the last week before Autumn Term starts.

## 7.4 The Sports Hall will be unavailable for letting during exam periods – dates are available from the Finance Team.

## 7.5 Lettings must operate within their respective start and end times as specified on the booking form. Consideration must be given by all clients to ensure the time they have hired their respective facility is adhered to and it does not encroach on the prior or next user. During the school week, unless an earlier start/later finish has been agreed and authorised within the booking form no letting will begin, and no entry will be permitted to school premises before 6pm.

## 7.6 We reserve the right to apply a hire charge at the appropriate room rate for any letting which does not adhere to the times booked on the booking form.

## 8 INSURANCE

### 8.1 The hirer shall indemnify the Trust for any loss, damage or expense arising from the hiring, unless such loss/damage or expense arises from any personal injury caused by the negligent action or inaction on the part of the Trust, their servants, or agents.

### 8.2 The hirer must have in force liability insurance which provides indemnity to those persons or groups using the Trust's premises. The hirer will be required to sign that they have this cover in place at the time of booking and must produce such evidence of cover as school may reasonably require.

## 9 SAFEGUARDING AND 3<sup>RD</sup> PARTY PROVIDERS OR GROUPS USING THE SITE

### 9.1 The hirer shall ensure that where a hiring involves activities where children will attend, they have appropriate safeguarding policies and procedures in place. The hirer and those persons likely to have contact with children are required to hold a Disclosure and Barring Service certificate. The hirer will provide to the Finance Department sight of the original Disclosure and Barring Service (DBS) certificate for each member of staff who are in a 'role of responsibility' e.g., committee member, organiser, leader. The Trust will hold a central record of the DBS and in the event of the personnel changing it is the responsibility of the hirer to update the Trust with the changes.

### 9.2 The Trust Board reserves the right to require the Hirer to produce evidence that DBS checks have been carried out on all persons and to review safeguarding on policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Trust Board is not satisfied, then they have 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.

9.3 Safeguarding concerns or issues for children should be reported to:

- Children's Services, Solihull 0121 788 4333
  - Monday – Thursday 8:45am- 5:20pm
  - Friday – 8:45am – 4:30pm.
- In an emergency call 999

## **10 FIRE EVACUATION PROCEDURES**

- 10.1 The Hirer should ensure that all attendees of their event are made aware of the Trust's evacuation procedures. In the event of the fire alarm ringing in school the alarm monitoring system will contact the Duty Site Manager and Fire Brigade will be called if necessary.
- 10.2 If the Hirer discovers a fire, or someone in the building has shouted "Fire" and the school alarm is not yet ringing, the Hirer should quickly find the nearest fire alarm point and activate the alarm.
- 10.3 It is the priority of the Hirer to ensure that all the club members in their care leave the building as quickly and quietly as possible. The Hirer must ensure they have made adequate provision for the effective evacuation of attendees who are disabled and/or have mobility difficulties. No one should stop to collect belongings to take with them. The Hirer should, if possible, close all doors behind them in any rooms being used and check that there is nobody in the nearby toilets.
- 10.4 A register should be maintained and taken each session. The Hirer should take with them the register, contact telephone numbers and any staff signing-in book.
- 10.5 The Hirer should ensure that the members walk out to the front of the school premises to assemble inside the boundary hedge to the left of the main vehicular access gate (by the car parking area). The members should gather together, facing the Hirer so that registers can be checked. The Hirer should then contact the nearest member of school staff to let them know that everyone is out of the building. It is especially important that the Hirer informs school staff of any member who should be at the club but has not yet arrived. It is the responsibility of the Hirer to supervise the members as they congregate, being aware of any distressed members.
- 10.6 At no time must the Hirer attempt to tackle a fire.
- 10.7 The Hirer should undertake their own fire drill at least once a year, using the designated exit (but bearing in mind any alternative exits). A record of such fire drills should be kept in a suitable book for reference purposes.



10.8 Detailed below is a full plan of the Trust's school premises:



Heart of England School  
Gipsy Lane  
Balsall Common  
CV7 7FW

Telephone: 01676 535222  
Fax: 01676 534282  
Email: office@heart-england.co.uk  
www.heart-england.co.uk

## Ground Floor Plan



- Stairs
- Lift
- Ladies WC
- Gents WC
- Disabled WC
- Staff WC

- Hall
- Maths
- English
- Art
- Food Technology
- Computer Science
- Staff & Admin
- History
- Study Area

- Sixth Form Block:  
Sociology, Economics,  
Psychology, Health & Social Care,  
Business & Law
- Design
- PE & Dance
- Geography
- Music & Drama
- Refreshment Areas
- Modern Foreign Languages
- English
- Religious Studies



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**11 AUTHOR**

11.1 The author of this policy is Chief Financial Officer They should be contacted for any points of clarification or suggested future amendments.

**12 VERSION CONTROL**

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