

# **Chosen Hill School**

# **Lettings Protocol**

Approved by:	Resources – 24 Jan 22 FGB – 28 Mar 22	Last review:	March 2022
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SLT Author:	DWR	Туре:	Non-Statutory
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#### 1. Introduction

"Chosen Hill School is a popular and successful school of 1350 students with 220 in the Sixth Form. This sheet is intended to give you information about the facilities available for hire. We have also included the charges for the current year. We hope that you will consider hiring our facilities and our policy statement indicates how you should proceed if you wish to make an inquiry or a firm booking".

Matthew Pauling Headteacher

- 1) The Governing Body of Chosen Hill School seek to encourage community use of school facilities to the mutual benefit of the school and the hirer.
- 2) The buildings and its facilities can be hired from the Governing Body when not in use by the school on the basis of a profitable arrangement for the school and at an acceptable cost to the hirer.
- 3) The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as such. However, a letting must not interfere with the primary activity of the school which is to provide a high standard of education for all its students.
- 4) The school's budget will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet additional costs incurred by the school in respect of lettings.
- 5) Prior to the letting taking place a Lettings Agreement will be completed and signed for all lettings agreed between the School and the Hirer. A copy of the Lettings Agreement is shown at Appendix A. In addition, this document and the school's Health and Safety Policy should be provided to the hirer by email who must sign to confirm that they have read and accepted the terms and conditions.
- 6) All profits from lettings will be used to further the educational opportunities of the students at Chosen Hill School.
- 7) The hiring costs are according to the attached schedule of rates, reviewed on an annual basis in July, to be effective from the beginning of the new academic year in September.
- 8) Further details, including any special hiring requests, can be obtained from the Business Manager at Chosen Hill School.
- 9) Any unresolved disputes over the hiring of facilities or fees will be referred to the Governors' Resources and Community Committee for final resolution.

#### 2. Definitions

School Chosen Hill School

Hirer The person or organisation entering into a Letting Agreement with the school

User Those people making use of the premises hired under a Letting Agreement between

the school and the Hirer

Lettings Agreement Document to be completed by the Lettings Administrator and signed by the Business

Manager, on behalf of the school, in discussion with the Hirer setting out all key points

of the letting

Steward Person or persons supervising or organising the users

### 3. General Conditions of any Letting

- 1) The hirer, not the school, is responsible for the health and safety issues related to the activities associated with the hire. All statutory requirements must be observed and school specific requirements complied with.
- 2) The hirer must be over 18 years of age at the time of booking.
- 3) The hirer will conduct the activity or activities it undertakes on the school's premises in a lawful and orderly manner.
- 4) No sub-letting is allowed under any circumstance.



- 5) The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by any member of Site Services Team or Senior Leadership Team concerning the area available.
- Rooms that are made available to hirers are checked periodically (not less than once per term) to ensure that they are in a suitable condition for the specific activity that any lettings will involve. The school is not responsible for the users' activities, but will ensure that the activity and the hired room / equipment are compatible.
- 7) The hirer shall not be entitled to use any specialist equipment such as the piano or other musical instruments, stage lighting, public address etc. unless previously discussed and agreed during the completion of the lettings agreement. An additional charge may be applied by the School.
- 8) Footwear must be appropriate for the activity. No stiletto or other thin heels to be worn on floors were damage could occur.
- 9) The hirer must have regard to the national standards of qualification, experience and overall competence of instructors, supervisors or coaches for sporting and other activities.
- 10) Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known to the responsible person.

#### 4. Advertising

The hirer will obtain approval from the school for any advertising, tickets or publicity material relating to the letting before such material is published. No notice may be displayed in the school by the hirer without the prior approval of the school.

#### 5. Cancellations

- 1) Lettings may be subject to a cancellation fee up to the full cost of the hire if less than 48 hours' notice is given.
- 2) The school does not accept any liability for any costs incurred by the hirer due to the closure of the school for any unforeseen circumstance, e.g., bad weather, power failure etc.
- 3) The lettings agreement can be terminated by either party on provision of seven days' notice in writing to the other party.

## 6. Capacity / Safety

- 1) The hirer shall not allow so many users into the premises as to exceed the seating and/or standing capacity of the premises. Even if the stated capacity (<u>Appendix B</u>) is not exceeded, the hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency.
- 2) The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- 3) It is the responsibility of the hirer to carry out relevant risk assessments for the letting. The hirer will provide the school with a copy of all risk assessments. The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period.
- 4) The hirer will ensure that the security of the school's premises is maintained and will ensure there is no unauthorised access during the letting.
- 5) Pending the implementation of an access control system preventing unauthorised access to the building. External doors must not be propped open during the letting to ensure the security of the school is not comprised. Only doors required for safe entry and exit during an emergency will be unlocked.
- 6) A CCTV surveillance and recording system is operated by the school for the safety and security of those using the school in most areas of the building and grounds.



- 7) The Headteacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted.
- 8) Except by specific agreement, equipment must be provided by the hirer and not by the school. All mains powered electrical equipment brought onto the premises must have a valid test and inspection certificate. It is the hirer's responsibility to take precautions to ensure users' safety when using equipment, whether that equipment belongs to the school or not.

#### 7. Charges

The Governing Body is responsible for setting charges for the letting of the school premises (Appendix C). Charges will be reviewed annually in time for the new financial year starting from  $1^{st}$  September.

## 8. Set up

The set up arrangements will be discussed at the initial discussion / meeting and outlined in the confirmation letter. The set up will be undertaken by the Hirer except where formally agreed at the time of booking.

### 9. Cleaning

- 1) The hirer will ensure that the premises are returned to the control of the school in a clean and satisfactory condition including replacing any furniture that has been moved.
- 2) Any specialist cleaning or disinfection required as a result of the hirer's / user's activity in the premises will be the sole responsibility of the hirer.

### 10. Copyright

- 1) No copyright work shall be performed without the licence of the copyright owner and the payment of any appropriate fees.
- 2) No play shall be performed or shown that in any way be offensive to public feeling.

#### 11. Damage

- 1) No bolts, nails or placards shall be affixed to, lean upon or be suspended from any part of the premises, furniture or fittings.
- 2) The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.

#### 12. Emergency

- 1) Stewards are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.
- 2) The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective.
- 3) Hirers will be acquainted with the emergency and evacuation procedures, including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation session in advance of the actual hiring.
- 4) At least two people should be instructed on the action to be taken in the event of a fire on the premises.
- 5) The hirer takes responsibility for briefing other users associated with the hiring.
- 6) The hirer is responsible for drawing up a PEEP (Personal Emergency Evacuation Plans) for anybody who will not be able to get themselves out of the building unaided.
- 7) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.



- 8) No portable heating appliances are to be used on the premises.
- 9) No naked lights, explosives, highly flammable materials including fireworks are used on the premises.
- 10) Seating arrangements must, where relevant, comply with the approved seating plan.

### 13. Fire Action

- 1) On discovering a fire, operate the nearest the fire alarm.
- 2) The fire alarm will sound as a continuous bell.
- 3) Dial 999 and call the Fire Brigade.
- 4) Leave the building from the nearest available exit.
- 5) Close all doors behind you.
- 6) Do NOT take risks.
- 7) Do NOT stop to collect personal belongings.
- 8) Do NOT return to the building for any reason unless unauthorised to do so.
- 9) As soon as all users are safe, telephone the School's named contact to inform them of the situation.

#### 14. First Aid

It is the responsibility of the hirer to provide first aid equipment and trained personnel. The school does not accept any responsibility for providing first aid cover.

A written report must be made to the school of any injury sustained during the letting. The report must contain details of:

- the injury
- name and address of the person injured
- name and address of any witnesses
- the time and place of the incident, and
- any actions taken following the injury

An Incident Report Form will be made available if required.

#### 15. Food and drink

- 1) No food or drink may be prepared or consumed on school property unless it has been agreed at the time of application.
- 2) The consumption of intoxicating liquor or the placing of it on the school premises shall be restricted to lettings where special permission has been obtained under the letting agreement.
- 3) The staffroom kitchen can be included in the letting at an additional charge.
- 4) The main school kitchen can be included in the letting at an additional charge providing a suitably qualified person will be in attendance throughout the letting. The suitably qualified person can be a member of the School's catering providers at an additional charge.
- 5) The School's catering providers can provide refreshments for the letting at an additional cost. Enquiries should be made during the completion of the lettings agreement.

#### 16. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.



A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and hirer shall be deemed to have knowledge of the contents thereof whether or not they have had the opportunity to inspect them.

#### 17. Insurance

- 1) It is the responsibility of professional hirers to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is recommended. Voluntary groups can be covered via the school's own insurance, using dedicated Hirer's Insurance, at a cost to the hirer. A quote can be provided for this insurance, if required.
- 2) The hirer must provide a copy of the certificate of insurance to the school in advance of the letting.
- 3) The School will be not be responsible for any claims for personal injury or unlawful discrimination arising from or in any way connected with the hirer's use of the school.

#### 18. Licence

- 1) The hirer is responsible for ensuring that any necessary licences required for a particular event have been obtained (such as theatre, performing rights or cinematograph licences).
- 2) All safety requirements and recommendations of any licencing authority must be complied with at all times.

#### 19. Public Entertainment Licence

- 1) The School holds a Public Entertainment Licence which controls the hours of use and the permitted areas that alcohol can be consumed.
- 2) To comply with the Public Entertainment Licence any hire must end at midnight.
- 3) Should the Hirer fail to vacate the school by the agreed time, the hirer shall pay the expenses incurred by the School in respect of additional Site duty team member's time.

#### 20. Safe Guarding and Child Protection Policies

All hirers using school facilities for the provision of clubs and activities for children under the age of 18 should ensure that appropriate arrangements are in place to keep children safe, in line with the KCSIE guidelines. The school will seek assurance that the appropriate safeguarding and child protection arrangements are in place and reserves the right to inspect these as necessary.

#### 21. Lone Working

- 1) In line with the Public Entertainment Licence the school must be vacated by the time shown on the Lettings Agreement which must be no later than midnight.
- 2) The Lone Working Protocol will be adhered to by the person unlocking or locking up in relation to all lettings.

#### 22. Parking facilities

- 1) Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park. Where the hirer is in control of such lighting, the steward will be shown where the switches are.
- 2) The hirer will ensure that the school is vacated quietly with particular attention to vehicle noise, such as the slamming of car doors and the revving of engines.
- 3) The school will accept no responsibility for damage howsoever caused to vehicles and other property while the users are on the school site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.



#### 23. Raffles

Hirers may be responsible for obtaining a licence to hold a raffle or similar lottery. The hirer must inform the school of any such events, during the completion of the Letting Agreement, and provide a copy of the licence obtained, if relevant, before the letting.

#### 24. Reporting an Accident, Incident or Near-miss

- The hirer is responsible for providing access to a mobile telephone for emergency purposes. The hirer must contact the nominated representative of the school, usually the Site duty team member, as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school must provide a contact number for such emergencies.
- 2) It is the responsibility of the hirer to inform the Lettings Administrator of any accident, incident or near miss during the next normal working day.
- 3) Should the accident or incident be considered serious, the hirer should make immediate contact with the Site duty team member.
- 4) The school will ensure that an Incident Report form is made available to the hirer who, in turn, must ensure one is completed as appropriate. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken.

### 25. Smoking

- 1) In line with current legislation, smoking is not allowed in any part of the school premises or grounds inside the boundary fence.
- 2) The hirer is responsible for ensuring this is observed at all times.

#### 26. VAT

The school is registered for VAT.



# Appendix A – Lettings Agreement Application Form

This Application Form consists of the following documents:

Part A	Application Details	To be completed by the Applicant
Part B	Charging Details	To be completed by the School
Part C	Approval	To be completed by the School
Part D	Steward Details	To be completed by the Applicant / Steward
Part E	Checklist of hire	To be completed by the School

All parts of the Application Form must be completed and returned, with all other relevant documents, to the School <a href="mailto:sdi@chosen-hill.gloucs.sch.uk">sdi@chosen-hill.gloucs.sch.uk</a> a minimum of 14 days before the date of hire.

## **Part A - Application**

Applicant's Details	
Name	
Address	
Telephone	
Email	
Date of application	

Organisation's Details	3
Organisation	
Affiliated to	

<b>Event Details</b>	
Event Description	
Date of Event	
Start Time	
End Time	
No of Attendees	

Is this is a single, one-off hire?	YES / NO
If no, what is the nature of the recurring hire:	
Do you currently have Public Liability Insurance?	YES / NO
If yes, please provide the policy number and name of insurer	
Will you have Public Liability Insurance at least 14 days prior to the letting?	YES / NO
What is the value of your Public liability insurance?	

It is a requirement of the Lettings Protocol that current Public Liability Insurance is required to be in place at least 14 days prior to the letting and that the certificate will need to be presented to the School.



The following room(s) are requested for hire:

6	<del></del>
Venue	Please tick if required
Main School Hall (including stage area)	
Sixth Form Common Room	
Library Classroom	
Meeting Room	
Staffroom Kitchen	
Kitchen [see Appendix C]	
Standard Classroom(s) (specify number)	
Technical Classroom(s) (specify number)	
Car Park	
Playing Field	
Other accommodation (specify location)	
<u> </u>	

The following equipment is requested for hire:

Equipment	Please tick if required
Piano	
Lighting	
Sound System / Handheld Mike	
Projector / Whiteboard	
Computer(s)	
Flipchart and Stand	
Other equipment (specify details)	

It is requested that the following refreshments be served:

Refreshments	Please tick if relevant
Food	
Tea / Coffee etc.	
Alcohol	

- In the event of the letting of the school being granted I / we undertake to comply, in full, with all the terms and conditions as set out in the Lettings Protocol and this Lettings Agreement.
- I / we understand that it is a requirement of the Lettings Protocol that an invoice is raised within 7 days of the event which is paid, in full, within 30 days of the letting. In some cases a deposit may be required, this will be discussed when the booking is made and confirmed.
- I / we confirm that we have the appropriate safeguarding and child protection policies & procedures in place and are happy to provide this documentation on request. I / We further understand that should we not have such policies & procedures in place the hire of facilities will be terminated.

Signature of	
Applicant:	
Date:	



# Part B - Charging Details TO BE COMPLETED BY THE SCHOOL

The following facilities are detailed on the Application Form as being required:

Accommodation / Equipment / Refreshments	Charge per hour/sessions	Number of Hours / sessions	Total
		Total cost of Hire	£

The total cost of the hire as detailed above is subject to variation if any aspect of the hire is altered. Any variation will be notified to the Applicant, where possible, prior to the event.

# Part C – Approval TO BE SIGNED BY THE SCHOOL

- Approval has been given for the hire of the facilities detailed above at Chosen Hill School in line with School's Lettings Protocol.
- All aspects of the Lettings Protocol must be adhered to at all times prior to and during the event.
- The approval is subject to the school receiving any, and all, outstanding documentation as detailed on the Checklist shown on Part E, e.g., Risk Assessment, Public Liability Insurance Certificate, etc.
- This approval is dependent upon the hirer agreeing to pay the invoice, raised within 7 days of the event, within 30 days. In some cases a deposit will be required which will be discussed when the booking is made.
- Please send the payment, together with the Remittance Advice, to the School clearly marked for the attention
  of the Lettings Administrator. Cheques should be made payable to Chosen Hill School. The School's bank
  account details will be provided on the invoice should a direct payment be preferred. A receipt will be issued
  for all payments.

Name	Debbie Wardlaw		
Position	Business Manager		
Signature			
Date	2022		

Please note that the hire can be terminated by either party on provision of seven days' notice in writing to the other party.

The school does not accept any liability for any costs incurred by the hirer due to the closure of the school for any unforeseen circumstance e.g., bad weather, power failure etc.



# Part D – Steward Details TO BE COMPLETED BY APPLICANT / STEWARD

This instruction must reach the School at least 7 days before the date of the event marked for the attention of the Lettings Administrator.

#### **Responsibility of Hirer**

- The Hirer, or some responsible person nominated as Steward shall be in charge of and be present during the whole time of the event.
- Such written nomination shall be continuously available for inspection by the School's nominated person.
- The nominated person in charge, as Steward, must be capable of discharging this duty and must not be engaged in any activities which will prevent him / her from exercising general supervision.

Name	
Address	
Telephone	
Email	
Date of application	
Organisation's details	
Organisation	
Affiliated to	
Event details	
Event Description	
Date of Event	
Signature of applicant	t/steward
Signature	
Date	



# Part E - Checklist of Hire TO BE COMPLETED BY SCHOOL

This Checklist should be completed during the period from the Application being made and the event taking place. A copy of the Checklist will be held on the file.

A copy of the enceking will be held o		
To be completed by Premises Staff		
	Yes	No
Emergency Lighting Checked		
Emergency Exits Checked		
If No, answered to any question, plea	sse provide details:	
To be completed by Finance Office		
	Yes - Date / Document Reference	No
[ ]	Yes - Date / Document Reference	No
Invoice sent		
Payment received		
Receipt produced		
If No, answered to any question, plea	sse provide details:	
To be a considered by the Lattices & de		
To be completed by the Lettings Adr	ministrator	
	Yes - Date	No
Lettings Protocol Sent		
Health and Safety Policy Sent		
Safeguarding and Child Protection		
Policy Seen		
Calendar updated		
Risk Assessment Received		
Insurance Certificate Received		
1		

|--|



# **Appendix B - Occupant Capacity**

The following occupant capacity figures will be applied, and must be adhered to, under the School's Letting Protocol.

Room	Size
Main Hall	450 - seated
Upper School Hall	250 - seated
Lower School Hall	200 - seated
Sports Hall	
Quiet Room in the Library	



# Appendix C – Charges

The following scale of Charges will be applied under the School's Letting Protocol.

	First Hour		Additional Hours		Notes
	Rate 1	Rate 2	Rate 1	Rate 2	
School Main Hall	£22.00		£22.00		
Upper / Lower School Hall	£18.00		£18.00		
Boys / Girls Gym	£18.00		£18.00		
Standard Classroom	£15.00		£15.00		
IT Suite	ТВА		ТВА		
Technical Classroom	ТВА		ТВА		
Meeting room	ТВА		ТВА		
Dining Room	ТВА		ТВА		The kitchen is not included in this
Staffroom Kitchen	ТВА				
School Kitchen	This will require additional discussion with the Catering Manager				

Rate 1 applies to any one off hire

Rate 2 applies to any regular hire after discussion with the Lettings Administrator



## Links, Policy Control, Review and Approval

### Links with other policies

- Health and Safety Policy
- Lone Working protocols

#### **Policy Control**

First approval date: November 2017 (unknown versions before this date)

Date	Version	Author	Change/Action
Nov 2017	-	-	-
Mar 2022	2	DWR	Full review

#### **Monitoring and Review**

- 1) The Senior Leadership Team shall review this protocol from time to time to ensure that it meets legal requirements and reflects best practice.
- 2) If Staff have any questions about this protocol or suggestions for additions that they would like to be considered on review, they may do so by emailing the Headteacher or Business Manager.
- 3) The School will continue to review the effectiveness of this Protocol to ensure it is achieving its stated objectives.
- 4) The policy will be reviewed bi-annually in March 2024.

#### **Approval**

Approved: Mar 22

by Governors - Learning & Outcomes/FGB

Signed:

[Amanda Aston] Chair of Governors

[Matt Pauling] Headteacher