

LETTINGS POLICY - COVID-19

Aims and scope

This version of our policy applies while COVID-19 remains a risk.

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.
- Hire out facilities in a way that is safe, within current legislation and following government guidelines.

Areas available for hire

- **Available areas**

The school will permit the hire of the following areas:

- Sports hall
- Dance studio
- Playing fields

The type of activities allowed in these areas will depend on the latest national and local government guidance on COVID-19, including on protective measures and social distancing.

- **Capacity and charging rates**

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19, including protective measures and social distancing for the activity that is taking place. The maximum capacity and rates for hiring each area are as follows:

Area	Capacity	Cost
Sports hall	In line with the latest government guidance	No Change
Drama studio/Main hall	In line with the latest government	No Change
Playing fields	In line with the latest government guidance	No Change

Charging rates and principles

- **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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

- **Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 3 days' notice. If we have to cancel a booking due to a local lockdown or suspected/confirmed case on the premises we will endeavour to give you as much notice as possible. The hirer will agree to the same terms. 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.

- **Review**

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

Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out ~~in section 5~~ below.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Principal.

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. 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.

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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

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. This included implementing COVID-19 protective measures in line with the latest government guidance
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 7 before the start date of the licence.
10. 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.

11. 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.
 - 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.
12. 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.
13. Any cancellations by the school made with at least 3 days' notice or in the case of cancellations relating to COVID-19 will be refunded.
14. Any cancellations by the hirer received with less than 3 days' notice, or in the case of cancellations relating to COVID-19 with less than 3 days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will clean their own equipment and clean the premises after use. Cleaning responsibility will rest with whoever you feel comfortable allocating this to, in line with your COVID-19 risk assessment and guidelines.
18. 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.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.
25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. 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.

Safeguarding

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

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

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.

Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full governing board.

Date of Next Review: **September 2022**

Appendix 1

Biddenham International School & Sports College

CHARGES FOR LETTINGS FROM JANUARY 2018

FACILITY	Charges 2020/21	Block Booking 10% Discount
Classroom	£15.00 p/h	
Dance Studio Includes foyer, small kitchen and toilet facilities	£25.00 p/h	
Drama Studio Includes foyer, small kitchen and toilet facilities	£25.00 p/h	
Main Hall Includes full PA and lighting system, foyer and small kitchen and toilet facilities	£55.00 p/h	
Sports Hall Includes changing rooms (Due to COVID-19 guidance these are not currently available)	£35.00 p/h	
Hall Hire only	£28.50 p/h	
Football Pitches Hirers to pay for any extra preparation required, marking etc	£40.00 per match	
S1 - Classroom in PE Block	£15.00 p/h	

S1 - As above but if using Computers	£25.00 p/h	
Courts	£10.00 p/h	

p/h = per hour