

BEACONSFIELD HIGH SCHOOL

A remarkable Grammar School

LETTINGS POLICY

Date last reviewed April 2024

Next review date: April 2027

For review by: Finance & Resources/FGB

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Beaconsfield High School

Lettings Policy

November 2020



Beaconsfield High School Enterprises Ltd (BHSE) will manage all lettings on behalf of the school.

The Directors of BHSE are responsible for the administration of the Lettings policy as determined in this document.

It is the policy of the school to maximise the use of all their facilities and premises and to seek to encourage active participation of as wide a range of groups as possible from the community.

While educational and other statutory requirements for the use of school premises will take precedence over all other uses, the school has determined an order of priority for use of premises as follows:

- 1. School purposes including all meetings of Governors
- 2. Educational activities sponsored by the Headteacher
- 3. Other youth and community education groups
- 4. Wider community education use, including sports and arts activities
- 5. Other approved appropriate use

The Headteacher and Governors are responsible for exercising control over the school premises and thereby the letting of these premises.

Applications

- 1. The Directors of BHSE have the right to refuse an application for a letting.
- 2. The Lettings Officer is responsible for the administration of all lettings on behalf of the Directors under the direction of the Business Manager.
- 3. The Hirer will normally be required to make an initial visit to the school in order to ascertain its suitability and to discuss dates and arrangements with the Lettings Officer prior to submitting an application.

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- 4. All applications for the use of school premises or grounds must be made out on the appropriate form, which should be sent to the Lettings Officer on lettings@beaconsfieldhigh.bucks.sch.uk.
- 5. a) As a general rule, at least 28 working days' notice is normally required for hire of any premises for purposes, which do not require a specific premises licence.
 - b) Where a special variation of the licence held by the school is required, the Hirer should note that South Bucks District Council requires at least 10 days' notice.
- 6. Once the application is approved and processed, the Lettings Officer will send out confirmation of the contracted letting to the Hirer.

Account Procedure

- 1. BHSE will render an account to the Hirer prior to the letting. The frequency of invoicing will be agreed by the Lettings Officer with the Hirer in advance.
- 2. Hirers must pay their account within 14 days of its receipt, otherwise additional administrative costs may be incurred.

STATUTORY REQUIREMENTS

- 1. The Directors can be required, on request from the Performing Rights Society, to provide a detailed list of all musical works performed at public functions in order to assist the Society to allocate royalties. The school will therefore keep a record of works performed at concerts and other public functions involving outside bodies.
- 2. The School holds licences for the public performance of stage plays, music, singing and dancing. Applicants must establish at the time of their enquiry if these licences cover the function they wish to hold. All conditions of the licence must be adhered to by the Hirer who shall indemnify the Directors against any claim made or other liability in respect of any performance in breach of this regulation.
- 3. Intoxicating liquor may only be sold on the premises with the agreement of the Directors if the Hirer has an appropriate licence.
- 4. The Hirer must ensure that the person or persons responsible for the letting are familiar with the emergency procedures and have due regard for their general responsibilities for the health, administer first aid and for the welfare and safety of the public throughout the duration of the letting.
- 5. Lettings are made on the understanding that the Directors are indemnified by the Hirer against any loss, damage or accidents during the use of the school premises by the Hirer

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- except where such loss, damage or accident is directly attributable to the negligence of the Directors or any member of the staff of the school.
- 6. Unless otherwise agreed, the Hirer shall insure with a reputable insurance company approved by the Directors against such funds as the Hirer may become legally liable to pay as compensation arising out of accidental bodily injury or illness (fatal or otherwise) to any person and/or accidental damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.
- 7. Unless specifically agreed by the Directors, the insurance shall provide a limit of indemnity of not less than £5,000,000 in respect of any one accident and shall be extended to include liability for the premises including legal liability for fire and explosion risks for matters arising from the hire of the premises.
- 8. The Hirer shall produce the policy of insurance for the current premium upon request by the Lettings Officer within seven days of a request.
- 9. The Hirer must ensure such as fire, Health and Safety and other precautions as are required by the Directors are properly implemented and observed. The Hirer must report and complete an Accident Report form in respect of any accident occurring during a letting to the Finance department as soon as possible after the event.
- 10. All hirers who provide activities for children and young people are required to supply details of their Child Protection Policy and confirm that they are aware of the school safeguarding policies.
- 11. In accordance with Section 12(1) of the Children and Young Persons Act 1933, the Hirer will be required to provide sufficient, effective and properly instructed stewards to ensure reasonable safety precautions for children where their number exceeds 100, when attending an entertainment.
- 12. The Directors shall have immediate power to terminate any agreement relating to the hire of School premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these regulations. Such termination will not release the Hirer from any obligations or affect any right or remedy the Directors may have.
- 13. The Directors have the right to grant or to refuse any application for the hire of School premises.
- 14. The Directors will not accept any responsibility for any loss, or other expenses howsoever incurred by the Hirer, in the event of the cancellation by the Directors of the letting because of circumstances beyond their control (including industrial action by their

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- employees, or others, failure of electricity gas supply). The decision of the Directors as to whether a letting should be cancelled shall be binding on the Hirer.
- 15. The Directors accept no responsibility for loss or damage to any goods, materials, clothing etc brought into or left on the school premises.
- 16. The school will make every effort to give the hirer a minimum of 48 hours notice in the event that a hiring has to be cancelled but there will be no redress to the hirer.
- 17. Car parking on school premises is entirely at the owner's risk.
- 18. In the event of a hirer being dissatisfied with the facilities, they should contact the Lettings Officer in the first instance. In the event that the matter cannot be resolved, the school will investigate in line with the BHS Complaints Policy.

Charges – General

- Charges are set at a commercially viable rate, which is reviewed annually and available on request from the Lettings Officer. The Lettings Manager agrees any requests for discounts on an individual basis.
- 2. VAT will be charged where appropriate. Further details are available from the Lettings Officer.
- 3. Specialist rooms e.g. Art/Craft/Computer etc. may be made available and will be charged for at separately agreed rates. The Hirer will pay for any required supervision of the use of such rooms by a member of staff.

Fire Precautions – Summary

The Hirer is responsible for ensuring that fire and other safety precautions are properly implemented and observed. Full details are available from the Lettings Officer, but the following is for the guidance of Hirers:

- 1. All exits near the area in use must be easily openable from the inside.
- 2. Corridor lights and staircase lighting leading to terminal exits from areas in use should be left on until all persons have left the building.
- 3. If the Hirers are unfamiliar with the geography of the building, they should ensure that they are made aware of the exit routes from the areas in use.
- 4. Hirers should ascertain the location of the fire alarm system and how to operate it. In the case of emergency in the building, the fire alarm system should be operated and Hirers should ensure that the building is evacuated immediately by the nearest and most direct exit.

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- 5. Hirers should be aware of the location of an easily accessible telephone so that a 999 call be made as soon as possible.
- 6. It is advisable for Hirers to become familiar with the location of extinguishers and to read the instructions periodically, so that they have a basic idea of how to operate them in the case of a small fire.
- 7. No smoking is allowed on site. Hirers must notify the Lettings Officer if any potential fire hazards are being introduced to the School such as low flash point glues or paint sprays etc.
- 8. A full copy of the Fire Regulations is available on request from the Lettings Officer.
- 9. Hirers should comply with any regulations imposed by the Government in relation to COVID-19. It is the responsibility of the hirer to notify the Lettings Officer of any change in the regulations in order to cancel hire without further charge. If the school cancel hire due to COVID-19 a full credit will be issued which can be carried forward against future hires.

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