

# Rooks Heath College



## Lettings Policy

### Introduction

This policy replaces any previous policy and follows the DfE regulations and those issued by the London Borough of Harrow.

In line with the College's Equal Opportunities and Special Educational Needs policies, we aim to give all students equal opportunities to take part in all aspects of college life, as far as is appropriate, practicable and compatible with giving regard to health and safety and the efficient education of other students.

This policy takes account of the Government's aim for children to have the support they need under Every Child Matters:

- to be healthy
- to stay safe
- to enjoy and achieve
- to make a positive contribution
- to achieve economic well-being.

The policy will follow the five principles of the Children's Plan:

- to support parents and families
- to allow children to reach their full potential
- to enable children to enjoy their childhood whilst preparing for adult life
- to provide services in response to children and family needs.
- to use preventative measures to help students to avoid the possibility of failure

This policy is founded in the College's commitment to the development and maintenance of good behaviour and a positive and inclusive ethos for all members of the College community. It reflects the College's commitment to encourage and reflect diversity in all aspects of college life.

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## **Foreword**

Rooks Heath College is a mixed 11 to 18 multicultural comprehensive in the London Borough of Harrow. This policy is formulated by the Associate Headteacher and Director of Business and is monitored by other members of the College's Leadership and Management Group. The policy is subject to annual review by the College's Leadership and Management Group and is subject to approval by the Governors of the College.

Rooks Heath College wishes to make the best use of our facilities. Our aim is to maximise the benefit of our facilities to our students and the local community. We are also committed to generating additional income from the hire of our facilities which will provide a valuable income stream to the college budget. This income will help us to maintain our college in the best possible condition.

Being at the heart of our Community is one of our core values and promoting community use and access to our facilities is a way in which we can demonstrate this commitment. Any use of our facilities must not be detrimental to our staff or students or to the smooth running of the College. We reserve the right to cancel any booking without notice, should we have cause for concern.

## **Pricing Policy:**

We consider that we have set a competitive pricing structure taking into account the quality of provision, location and the associated maintenance and running costs of our facilities. Our funding agreement does not permit us to subsidise lettings although we shall endeavour to maintain this competitive pricing structure.

Normally prices will be reviewed annually and increased to reflect prevailing operational costs. Facility Prices are contained in the hire charges document (Appendix B).

All of the facilities should be left as they are found, and any additional cleaning needed due to careless or irresponsible use will be charged to the hirer. All breakages must be reported and paid for.

## **Insurance:**

The College will hold adequate Employers, Public Liability and Buildings & Contents insurance cover. Hirers will be expected to provide evidence that they hold adequate Public Liability Insurance.

Where the event is non-profit making, the Hirer may apply to the College for details of cover which may be available at an additional cost. If any proposal for this insurance is accepted, the Policy will only cover the person shown on the Hire Agreement.

## **OPERATIONAL DETAILS**

### **Booking Arrangements:**

The College will manage the Lettings process. Enquiries will be handled by our Lettings Officer. A Welcome Letter with Safeguarding arrangements will be issued to each group or individual making a booking. Until this letter is issued the booking remains provisional. Facilities must be booked and payment made in advance. Where there is competition for space, priority will be given to groups which offer activities in which our students participate.

Please refer to the Lettings Application Pack and Conditions of Use documentation (Appendix C).

Where urgent and unforeseen circumstances arise, the College reserves the right to cancel lettings without notice. This might be for example, where urgent maintenance is needed,

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health and safety reasons, unforeseen illness of the duty staff where alternative cover cannot be found or urgent College business. In such circumstances, every effort will be made to reschedule the let. Failing this, a refund will be offered. We will do our very best to avoid cancellations of any kind.

### **Management responsibilities:**

The College is committed to providing a safe and secure environment for all its users and we expect our users to comply with relevant health and safety legislation, no smoking regulations, fire evacuation procedures and where necessary to carry out appropriate risk assessments. Where College staff are providing services directly to groups, they will be suitably qualified, competent in the activities they are engaged in and have appropriate DBS disclosures.

No use will be permitted that may compromise the security of the College or that might adversely affect our reputation. Furthermore, the College will not permit any activity that they believe does not maintain an adequate level of care for those taking part. All hirers working with children and young people under the age of 18 will be required to demonstrate in writing that only suitably vetted people are on site. This is especially important with any letting which may overlap with our school day and the presence of our students on site. All necessary precautions will be taken to ensure that the security of students at the College is maintained.

### **RELATIONSHIPS TO OTHER POLICIES**

This policy should be read in conjunction with the equal opportunities policy, health and safety policy and the curriculum policy.

### **ROLES AND RESPONSIBILITIES OF HEADTEACHER, OTHER STAFF AND GOVERNORS**

The Governing Body, with advice from the Headteacher will:-

- Balance the desire to generate income against the desire to support “worthy” groups within the community. Agree the criteria (Appendix A) to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by students
- Consider issues of political balance
- Consider the implications of all requests received for health, safety and security of students and staff
- Consider the implications for workload of all staff of any decisions it makes

The Governors recognise that it would be impossible for them to personally vet every applicant/organisation who may wish to use the college premises and accordingly delegates authority to accept bookings to the following persons:

Headteacher  
Director of Business

The Headteacher will:-

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- Establish a central booking system to include a booking form, and Safeguarding procedures (Appendix D) which must be followed at all times.
- Apply the criteria agreed by the Governing Body, and consult the Finance and Premises Committee if necessary when a prospective letting does not meet them or where there is a potential conflict of interest

The Headteacher has agreed to delegate the Management of Lets to the Director of Business.

### **ARRANGEMENTS FOR MONITORING AND EVALUATION**

The Finance and Premises Committee of the Governing Body will receive reports from the Director of Business on an annual basis of the schedule of use of the college outside of the college day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the Director of Business will be noted, together with the action taken and the outcome. The Committee will consider whether the additional use of the college premises is achieving the purposes set out at the start of this policy.

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## Appendix A

Lettings Criteria:

- Recognised community groups
- Recognised educational groups
- Enhanced DBS evidence
- Safety of students, staff, hirers, visitors, site
- Environmental impact
- Financial viability

This list is not exhaustive or exclusive.

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### **Appendix B**

#### **Rooks Heath College – Hire Charges**

School hall – not normally hired out for events as we do not have catering facilities. Individual requests will be considered for sports or academic use.

Dance Studio – from £25.00 per hour

Gyms – from £30.00 per hour

Standard Classroom - £15.00 per hour weekends, £12.50 per hour weekdays

Theatre – from £75.00 per hour

Studio – from £160 per day (8 hours), or from £90 per half day (4 hours)

Plus technical support if required (chargeable according to requirements).

All costs will incur an additional 7% charge for Public Liability Insurance unless a valid PLI certificate is held by the hirer. Proof must be shown at time of booking.

#### **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

VAT to be added to all single use bookings.

VAT is not applicable to sports lettings of 10 weeks or more.

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## Appendix C

### **Rooks Heath College Lettings Application Pack & Conditions of Use**

Name of organisation: .....

Registered address (for invoice purposes): .....

.....

.....

Contact name: .....

Contact address (if different from above): .....

.....

.....

Phone number(s): ..... Fax: .....

Email address: .....

Type of activity: .....

Area / rooms to be let: .....

Dates / times for hire / function: .....

If you require tables / chairs, please advise numbers: tables ..... chairs .....

Details of your own equipment you will bring: .....

Do you require Public Liability Insurance? Yes ..... No .....

If no, you must attach a copy of your organisation's Public Liability Insurance (PLI) Certificate to this booking form. Indicate date your PLI expires: .....

If you do not have valid PLI cover, the premium charged will be 7% of the agreed hire charge. This will be applied to your total invoice amount.

PLI indemnifies the hirer in respect of their legal liability for accidental bodily injury, illness or disease to third parties or accidental loss of or damage to third party property arising out of the Hirer's activities. For example, if the Hirer negligently damages the building that they have hired then this policy would provide cover in respect of the cost of repairs to the property (less any excess). This may arise from a claim from the College.

In addition, if someone trips and sustains an injury and it is proven that the Hirer has acted negligently, then this policy would provide cover in respect of a claim made for compensation.

Insurance cover is provided by Zurich Municipal.

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### **Declaration to be Completed by the Hirer and Guarantor**

To: Rooks Heath College (the College)

I, (Applicant): .....

Of (Address): .....

and I, (Guarantor): .....

Of (Address): .....

Both being over the age of 18 year, hereby apply for permission for the Applicant to use the aforementioned accommodation as set out previously, it being understood that if such permission be granted, it will be subject to the Regulations and Conditions made by the Governing Body in relation to the use of College premises and that such permission will be effective only as long as regulations and conditions are duly observed and performed.

We, the Applicant and the Guarantor jointly and severally hereby undertake and agree with the said College to perform and observe the said Regulations and Conditions should such permission be granted.



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## Insurance Details

The College has effected a Policy of Insurance in respect of the use of the accommodation specified overleaf, which subject to its terms and conditions applies (inter alia) to:

1. The legal liability of ourselves in respect of claims by Third Parties (other than our employees) for injury or damage occurring during and in direct connection with the event for which we have permission to use the premises.
2. The contractual liability of ourselves for accidental damage to the premises and contents or the property, the College in accordance with the terms and conditions for the use of College premises.
3. Where public liability insurance has been requested from the College, the College agrees to effect a policy which complies with the above requirements, provided that immediate notice in writing shall be given to the Governing Body of the College of any accident, damage or claim and that no admissions, negotiations or repudiations shall be made to any third party.

We, the Applicant and the Guarantor, hereby jointly and severally agree to indemnify and keep indemnified the Governing Body and the College from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or College may sustain or incur relating thereto, insofar as the same are not covered by the said or any other policy or insurance effected by the College or the obligation to give notice if any accident, damage or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body and College on demand all such sums as may be payable by reason of this indemnity.

Name of applicant: .....

Signature of applicant: ..... Date: .....

Occupation: .....

Address: .....

Telephone number (home): .....

Telephone number (work): .....

Mobile number: .....

Name of guarantor: .....

Signature of guarantor: ..... Date: .....

Occupation: .....

Address: .....

Telephone number (home): .....

Telephone number (work): .....

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Mobile number: .....

The Guarantor must be a responsible person and be over the age of 18 years.

Details of Contact during function if different from above:

Name: .....

Mobile number: .....

Telephone number (home): .....

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### Conditions of Use

1. The Hirer who must be over 18 years of age must sign the Application Form. Both the Hirer and the Guarantor must both be over 18 years of age and sign the Insurance Cover.
2. Payment for hire must be made prior to the proposed use, either by cheque payable to Rooks Heath College, or by BACS.
3. The College reserves the right to:
  - a. Cancel the letting at any time without reason and, in such event, shall not be liable for damages or otherwise in respect of cancellation.
  - b. Cease the letting if the Hirer fails to comply with the fire and health & safety regulations.
  - c. Cease the letting immediately if the Hirer breaches the Conditions of Use.
4. The Hirer shall not assign or sublet the premises or any part of the premises.
5. It is the responsibility of the Hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If, in the opinion of the Site Supervisor, the premises are not left clean, the Site Supervisor will clean the premises and the cost will be recovered from the Hirer / the paid “refundable” deposit retained by the College.
6. When classrooms are hired for use, the Hirer will be responsible for ensuring that the student’s property, work, and College equipment is not interfered with in any way.
7. Any damage, litter or disorder upon your arrival to the premises should be reported to the Site Supervisor.
8. The College’s Code of Conduct for staff forbids employees from accepting cash from individuals or organisations. Please ensure no such offers are made to College staff as refusal to accept may cause offence. Any small gifts of appreciation may be passed to the appropriate member of staff via the Lettings Officer.
9. The appropriate hire charge includes the use of any fixed stage lighting. No adaptations may be made to any part of the electrical installations without the previous consent in writing of Rooks Heath College.
10. No additional staging, curtaining or scenery may be erected without the previous consent in writing of Rooks Heath College.

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11. Posters advertising forthcoming events taking place in the hired College premises may only be displayed on College premises by prior agreement with the Lettings Officer.

### **Site Supervisor Duties in Connection with Lettings**

The Site Supervisor on duty is responsible for making sure before and at the end of the letting that:

1. The premises are open at the agreed time as stated on the application form or subsequently approved by the College.
2. Rooms to be hired are unlocked and checked to ensure a safe and satisfactory condition for the organisation to hire. Hirers are shown facilities such as location of toilets, light switches, and fire extinguishers.
3. Fire / evacuation procedures are explained, and the locations of fire exits shown.
4. In the event of an emergency, appropriate assistance (e.g. ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow evacuation instructions in clearing the buildings.
5. Security of the site is maintained while the letting is taking place, ensuring that the site is patrolled and entrances in use are monitored. All other entrances are secure, and made suitable for means of escape purposes only.
6. Premises are checked before and at the end of the letting for damage, and to ensure a clean, neat and tidy condition.
7. Where the same accommodation is hired by more than one group on the same day, to ensure that the accommodation is checked in between each letting.
8. As far as practical, that users of the site do not behave in a manner likely to cause injury to themselves or others or result in damage to the building or its contents.
9. The Site Supervisor will remain on site for the duration of the letting.
10. No aspect of these Conditions of Use are changed, and cannot be changed by the Site Supervisor.
11. The Site Supervisor will do their best to ensure your event runs smoothly, and will treat you with respect and courtesy. We ask that our staff are treated in the same way.

### **Health and Safety**

The event organisers are required to take all necessary and appropriate action to ensure that the requirements of all relevant legislation, codes of practice and guidelines are met in full at all times, specifically:

1. Be aware of the basic requirements of the Health & Safety at Work Act 1974 and any other health and safety legislation and codes of practice relevant to the work of the College.
2. Ensure safe working conditions for the health, safety and wellbeing of users of College premises and facilities.
3. Ensure safe working practices and procedures throughout the college, including those relating to the provision and use of machinery and other apparatus.

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4. Arrange systems of risk assessment to allow the prompt identification of potential hazards.
5. The Hirer is responsible for arranging first aid provision for the period of hire.
6. No smoking is permitted in any part of college premises.

### **Applications by External Organisations Providing Activities for Children and Young People**

To ensure that all organisations using the premises comply with the guidelines recommended by the Department for Education (DfE), requirements are detailed below which we expect all organisations to be able to answer and provide evidence of, where requested.

1. The point of contact for access to the file of professional and character references of all staff having contact with children and young people.
2. A Child Protection Policy which includes specific arrangements for dealing with the event of a child not being collected after the activity finishes.
3. Evidence of DBS checks on all staff before they are left unsupervised with children.
4. A record of appropriate qualifications and registrations held by staff.
5. Registration details with an appropriate registered body as applicable.

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## Appendix D

### **Safeguarding Arrangements and Conditions - Information to Hirers/Users**

#### WELCOME TO ROOKS HEATH COLLEGE

The Site Supervisor on duty will be .....

The accommodation marked on the attached plan is allocated to you for the duration of the let. (The Site Supervisor's office is also marked).

Your safety and wellbeing during your visit are important to us.

As a hirer/user you have a legal responsibility and duty of care to ensure your own and others Health and Safety whilst on our premises.

### **Safeguarding Requirements and Conditions**

The allocated premises may only be used for the event/purposes described on the booking form.

The hirer/user is responsible for the behaviour and safety of all persons on the premises for the duration of the let and for ensuring that all activities take place in a safe manner. The hirer/user must:

- Ensure parents/carers drop students off safely for classes, etc. and then leave the college site as soon as possible.
- Supervise all students/visitors at all times during the period of the let and ensure that any persons are restricted to the area hired for the class/event.
- Report strangers or any Health & Safety risk to the Site Supervisor on duty immediately.
- Keep a register of all students/visitors on site.
- Undertake regular risk assessments of activities including the adequacy, suitability and safety of all equipment brought onto the premises and supply a copy to the Lettings Officer on an annual basis.
- Provide a copy of their organisation's safeguarding policy and evidence of up-to-date DBS checks for any and all adults supervising or working with children under 18 years or vulnerable adults (this includes volunteers as well as paid staff).
- Ensure that all staff/volunteers are appropriately qualified for the nature of the activities taking place.
- Ensure student wellbeing is maintained at all times.
- Ensure that door codes remain confidential and not disclose to children / visitors.

The Headteacher or his representative may refuse admission to any person without giving any reason and may similarly ask any person to leave the premises.

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### Public Safety Conditions

All conditions attached to the Let/Hire agreement and the College's Health and Safety Policy will be strictly observed. A copy of this Policy is available from the College Website. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

1. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
2. Fire fighting apparatus shall be kept in its proper place and only used for its intended purpose.
3. In the event of an alarm the Site Supervisor will deal with the location of the alarm and determine the cause. It is the Hirer/Users responsibility to evacuate their people and ensure that no one re-enters the buildings until they have received the 'all clear' from the Site Supervisor.
4. The Hirer is responsible for familiarising himself/herself with the procedure for evacuation of the premises, the escape routes, assembly points and shall be familiar with the fire-fighting equipment available.
5. The Hirer/User shall take account of their own lack of familiarity with the layout of the premises.
6. All responsible staff shall be made aware of emergency procedures for fire, first aid and accidents, ensuring that the fire safety provisions and the duties of other responsible persons within the premises are known to all users of the site. The Hirer/User is responsible for communicating this information to anyone attending the event or activity.
7. The fire brigade shall be called in the event of fire and the Director of Business will be informed immediately.
8. Performances involving danger to the public shall not be permitted.
9. Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature, (e.g. polystyrene, cotton, hay etc.) shall be undertaken or erected without the consent of the Director of Business.
10. No latex materials, including balloons, may be brought onto the premises.
11. No unauthorised heating appliances shall be used on the premises.
12. All electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
13. Adequate supervision must be provided to maintain order and good conduct with an adequate adult/pupil ratio to suit the needs of those involved in any activity.

If the **FIRE ALARM** sounds, leave the building with your visitors by the nearest exit and assemble in the **D BLOCK PLAYGROUND** as shown on the site map. Use your register to determine whether all visitors are accounted for. Advise the Site Supervisor accordingly.

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**NO SMOKING** – Please note that Rooks Heath College has a **NO SMOKING** Policy. This applies to both inside and outside the building. We require all visitors to respect this policy.

### **Car Parking**

The Hirer/User is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause obstruction at the entrance to, or exits from, the College. All roadways must be kept clear and any “No parking” or “Keep Clear” signs must be respected. In particular the Hirer/User must ensure that access to the College by emergency vehicles is not obstructed or delayed. Car Parking is only allowed in the allocated car parking spaces. Drivers entering college premises do so at their own risk and vehicles parked on our premises are at your own risk.

The College respectfully requests that visitors/parents/carers refrain from entering college premises by car when the let involves children/young people unless essential e.g. for leaders to unload equipment etc. Any drivers who enter the college premises **MUST** exercise extreme caution and drive extremely slowly.

### **Accommodation used for Lets**

We are very happy for you to re-organise the room you use for Classes or Meetings, but you must return the room to its original layout when you leave. We ask if you use a Whiteboard that you use the correct Whiteboard Marker and clean the area after use. If you open a window, please remember to close it.

The premises must be left in a clean and tidy state and any college equipment returned after use. (A charge for additional cleaning or any loss or damage to property arising out of the hire may be levied for misuse or abuse of the premises). When the session is over – please vacate the room(s) and car park as soon as possible. Please contact our Site Supervisor who will offer assistance. Our Site Supervisor is available during the whole time you are on our premises and will regularly patrol the corridor and car parking areas.

**The Site Supervisor’s Mobile Number:** .....

**Enjoy your class/session/meeting at Rooks Heath.**