



## LETTINGS POLICY

### 1. Introduction

Section 1.14 of the Tonbridge Grammar School Academy Revised Funding Agreement with the Secretary of State for Education states that Tonbridge Grammar School is '*at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community.*' The Trustees recognise that the facilities of Tonbridge Grammar School (Academy) offer a valuable resource for the whole community and are committed to making the facilities of the School available to schools, community groups and organisations where such activity does not conflict with the work of Tonbridge Grammar School, the interests of its students, the wellbeing and workload of its staff, and does not create a statutory nuisance.

The Academy Trust Board recognises and supports the following principles:

- The School premises represent a significant capital investment and should be properly utilised;
- The School premises are a valuable community resource;
- Income generated from lettings should be used to support the School's core educational needs;
- Use of the school premises for educational purposes should be given priority when lettings are considered.

Any residual surplus, after costs have been deducted, will be utilised for the further support of the School's core educational needs. This document details the lettings policy and procedures of the school, available facilities and the roles of both the Academy Trust Board and users of school facilities (hereafter referred to as the Hirer').

### 2. Definition of a letting

A letting may be defined as:

"Any use of the school buildings and ground by parties other than the School and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation."

The following activities fall within the extra-curricular life of the School. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

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- Academy Trust Board meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents' meetings
- School organised events and activities
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as community outreach programmes.
- Events, clubs or activities organised by Staff members for Staff members. (These must be on a non-profit basis, otherwise the letting will be considered a commercial activity.)

### 3. Priority for lettings

The School is mindful of the needs in the local area and has carried out a review of local needs. This information, although not exhaustive, has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Lettings to Faith groups
- Lettings to ethnic minority groups such as mother tongue or supplementary schools
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings to youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling

### 4. Types of Lettings

The School has agreed to define lettings under the following categories:

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- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery plus an income margin for the school.
- Staff Lettings – defined as activities organised by staff members for their colleagues. Facilities will be provided at nil cost unless that activity incurs additional cost to the School. (for example having to keep the site open solely to accommodate the planned activity.) Any agreed charges will be on the basis of cost recovery only.
- Commercial lettings will be charged on a cost plus an income margin for the school.

## **5. Charge**

The school is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually for implementation from the beginning of the next Academic Year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head Teacher on behalf of the Academy Trust Board is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The School reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The School will seek to recover any costs incurred by the School that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

## **7. Available facilities and Letting times.**

The following facilities and times available are agreed as follows:

- Sports Hall
- Drama Studios
- General Classrooms
- Mitchener Hall
- Food Tech Room
- IBarn Seminar Rooms
- Tarmac tennis/netball courts (external),
- Sports field (external).

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**The All Weather Multi-Use Games Area facility is not available for any commercial lettings as prohibited by a Planning restriction.**

**Other facilities:**

- Canteen space,
- Café,
- Music – Recording studio and Recital Room.

Times during the term: 17:30 – 21:30hrs Monday – Friday (external areas until 20:30hrs).

Weekends: Saturday 08:30 – 21:30hrs, Sunday – not promoted. (Exceptions by agreement of the Head Teacher.)

During school holidays: 09.00hrs – 21:30hrs (external areas until 20:30hrs).

Variations to these facilities and times will be subject to the approval of the Head Teacher.

**8. Conduct of Hirers**

This is set out in the Terms and Conditions for use of school premises (attached).

**9. Security**

The Head Teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

**10. Management of lettings**

Management of the day to day lettings is the responsibility of the Facilities & Estates Manager in accordance with the Academy Trust Board's policy. Where appropriate, the Head Teacher may delegate all or part of this responsibility, such as security or child protection, to other members of staff whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Trustees.

An annual report on lettings will be made to The Academy Trust Board and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

**11. Considering applications for lettings**

Organisations seeking to hire the school premises should approach the Facilities & Estates Manager or the Lettings Administrator. Details of charges and conditions of use should be given or referred to.

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An Initial Request Form should be completed at this stage. A record of all enquiries should be kept on file.

The Facilities & Estates Manager will decide on the application with consideration to:

- the priorities for lettings agreed by Trustees and set out in the school's lettings policy
- the availability of the facilities and staff
- the School's equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **12. Traffic Management**

Whilst reviewing each application for lettings the Facilities & Estates Manager will assess the traffic implications of the letting in line with the School's current Traffic Plan and Traffic Management Policy to identify any potential areas of concern. Lettings can only be agreed when the Facilities & Estates Manager is satisfied that all vehicles associated with letting can be accommodated on the school site. The School reserves the right, at any time, to impose conditions on any letting relating to Traffic Management.

The School will encourage potential Hirers to demonstrate that they have taken all reasonable steps to minimize vehicular traffic, such as organising car sharing with their members, the use of public transport or sustainable travel to the site, such as walking or cycling.

The School further reserves the right to review any such conditions and to amend, add or withdraw them at any time during the term of the contracted letting. Any such conditions will be agreed by the letting in advance and will become part of the agreed terms and conditions of the letting.

## **13. Issuing a Lettings Contract**

Once a letting has been approved a letter of confirmation will be sent to the Hirer enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the School. The School shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Academy Trust Board's current scale of charges. The School will seek payment in advance for new lettings in order to reduce any possible bad debts and or a deposit to cover damage. At the discretion of the Head Teacher or delegated person, a letting may be permitted agreed payment terms with invoices raised after the letting has occurred.

An invoice will be issued for all lettings. All lettings fees received will be paid into the School's bank account. The income and expenditure relating to lettings is clearly recorded by the School in a separate Cost Centre.

The Head Teacher, on behalf of the Academy Trust Board, has the right to refuse an application,

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and no letting should be regarded as “booked” until approval has been given in writing and payment received in full.



## Terms and conditions of External Lettings – Tonbridge Grammar School

1. Use of School premises for a letting must be agreed in advance by both the Hirer and the School. A letting is only confirmed after the School has received a fully completed application form and is satisfied that all conditions of the letting will be met as evidenced by return of the application form signed by the School.
2. Failure to comply with these conditions may result in hire agreements being cancelled immediately by the Head Teacher.
3. The Hirer recognises that School use of the premises takes priority when necessary and that there may be occasions when arrangements have to be changed. (Where possible these will be advised at the time agreement is reached.) Further, essential maintenance works can only take place during school holidays and these may lead to premises being unavailable at certain times. The School will give as much notice as possible when these affect the hire.
4. The Hirer should show consideration to other Hirers, School staff and students on site, and be cooperative when using shared spaces e.g. eating areas or car parks or outside areas.
5. The hirer agrees to provide the name of individuals who are working with children during the hire, and confirmation that DBS checks have been made for relevant individuals and clearance confirmed; and details of supervision arrangements in place for those who it is deemed not necessary to obtain a DBS check. The Hirer commits to ensuring that they are fully in compliance with the School's Safeguarding Policy.
6. Regular bookings will be billed in advance. Invoices must be paid within one calendar month. For other bookings, payment must be made at least 14 days prior to the date of the hire, or as otherwise stated on your booking form. In the event of payment(s) not being received the letting(s) and/or any future bookings may be cancelled. Payment may be made preferably by Direct Bank Transfer (BACs) or by cheque made payable to Tonbridge Grammar School. Where the Hirer is billed in monthly arrears, two consecutive months of non-payment will lead to termination and no further hiring in the future.
7. Standard rate VAT is payable on all facilities lettings (where applicable).
8. The scale of charges is reviewed annually. Published charges are exclusive of VAT (where applicable).
9. If arrangements to use school facilities are cancelled by the hirer and five working days' notice is given of such cancellation, a charge of 50% of the total value of the booking will be made. If less than five working days' notice is given, a 100% cancellation fee will be made. When regular weekly/monthly bookings have been made, cancellation by the hirer will result in cancellation fees, as previously stated, being charged unless the school is able to re-let the facility.
10. Although extremely unlikely, the School reserves the right to cancel or amend any letting without giving any reason thereof. Under these circumstances **only** pre-paid fees will be returned. The School will not be responsible / liable for any additional expenses incurred by the hirer.
11. Representatives of the School shall, at all times, have free access to the facilities for the purpose of inspection. The School retains control, possession and management of the property and that the Hirer has no right to exclude the School from the space they occupy.
12. The sub-letting of any school facilities by a hirer is prohibited. Only people associated with the letting are allowed on site. The hirer is responsible for controlling entry to the facility by all visitors, and on completion of the letting must ensure the facility is secure (e.g. shutting windows).
13. No animals other than guide dogs are allowed on the school site.
14. The period of hire includes any set up and dismantling time. For the avoidance of doubt – a hire of the dance studio from 9.00am – 11.00am allows for the hirer to access the facility at 9.00am and for the hirer to have vacated the facility by 11.00am, should set up and break down time be required by the hirer, additional time should be requested at the point of booking. All hirers, and associated people must remain outside the facility/playing area until it is vacated by the previous session's hirer (if any).
- 15.1 In the event that the hirer overruns the times detailed at the point of booking, or subsequent updates which have been agreed by the school in advance, additional charges will be applied at the published rate in ½ hour increments and subject to availability.
- 15.2 At the point of booking each hirer must detail how many attendees, including all participants, spectators and associated staff, they are expecting to attend. In the event that the numbers attending exceed those previously stated, additional charges will apply. These additional charges are set as 1. An over-usage charge equivalent to 50% of the initial booking value, and 2. An additional per person charge of £25.00 for each additional attendee. At no point should the numbers attending a letting exceed the permitted capacity limits for each individual room being used.
16. The Hirer shall be required to pay for any breakages, losses or damage to property, equipment, furniture and fittings both internal and external belonging to the School caused by the Hirer or any people connected with the Hirer. A refundable security deposit of not less than 25% of the total value of the letting is required to be paid prior to any letting. Any damage as mentioned in this clause will automatically be deducted from this deposit. In the event of payment having to be made a further top up deposit will be required to return the security deposit to the minimum 25%. On completion of the letting, and where no damages are recorded the full security deposit paid will be returned within 30 days of the determination date.

17. The Hirer shall be responsible for the behaviour and conduct of all people (members of a club, general public, employees, etc.) who come onto School premises for their letting. The School is aware that we are a member of the community. As such we take our responsibilities to our neighbours very seriously and require all users of our premises to do the same. We would particularly emphasise the importance of maintaining low noise levels and avoiding parking where this will inconvenience local residents. The Hirer must not do or allow anything to be done on the property which is illegal or may be or become a nuisance, annoyance, inconvenience or disturbance to the School or any owner or occupier of any neighbouring property

18. The Hirer will be permitted to use official parking areas on the school site during the period of the letting, subject to availability. Parking space on site is limited and is therefore not guaranteed. There are areas of the school where parking is not permitted for safety and other reasons, and these areas are clearly defined and must not be used. Vehicles must not be left on the school site outside of the period of the letting; to do so will risk vehicles being locked in at the end of the Letting period. The school accepts no responsibility for vehicles parked on school premises: any damage or theft to cars is entirely at owners' risk.

19. Motor vehicles must not be taken on to school playing fields except in an emergency.

20. School staff on duty during any letting have authority delegated by the Governors to implement these conditions of letting together with any special conditions which may be agreed in writing with the Hirer. They are only authorised to approve use of facilities (including rooms and equipment) which are part of the agreement, which has been made in writing in advance. Only the areas booked in advance will be available to the hirer. Should additional facilities be required on the day, the hirer will be required to sign a new agreement at the published rate for the additional facility.

21. Hiring of the catering facilities can be agreed by the School in consultation with the School's catering company. Private arrangements between the hirer and the catering company are prohibited. All catering arrangements must be dealt with through the School.

22. School staff will monitor the facilities but neither they nor the School Governors shall be responsible in any way for property or belongings of attendees which are on site for this letting.

23. The facilities shall not be used for any purpose other than that for which permission has been granted. The School gives no warranty that the property is physically fit for the permitted use or that the School has obtained the consents, permissions and authorisations that are required for the use.

24. The wearing of footwear likely to cause damage to floors / playing surfaces is forbidden. Persons found wearing such footwear may not be permitted to enter the premises. NB no blades or metal studs (including aluminium) are allowed on the tennis / netball courts.

25. No highly flammable substances / materials or dangerous equipment shall be brought on to or used on the premises.

26. Smoking and chewing gum is not permitted within any part of the school site.

27. The Hirer shall be responsible for leaving any facility hired by them in a clean and tidy state ready for School use. If there are difficulties in achieving this, the School should be notified in advance so that a quotation can be given for cleaning staff to be available. Should the facility not be left in a tidy state the school reserves the right to bring in necessary cleaning staff and charge their costs to the Hirer. Agreement that the facility is in a satisfactory state can be given by the member of the School staff who is on duty for the letting by means of the handback form.

28. The School shall not be responsible / liable for the death or injury to any person connected in any way with the letting.

29. All individuals, groups, organisations hiring Tonbridge Grammar School property **must** have Public Liability Insurance with a minimum limit of indemnity of £5m for any one incident to cover claims arising out of negligence. This applies irrespective of whether the Hirer is a commercial or non-commercial undertaking. Proof of cover must be provided before the letting is agreed. Note: a commercial hirer is regarded as a person / organisation that may make a personal financial gain or business profit from the hire. Non-commercial hirers would be regarded as social clubs/associations, registered charities carrying out fund raising activities, Scouts, Guides, private parties. Note: the hirer will be responsible for the full amount of each and every property damage claim.

30. The Health and Safety at Work Act 1974 (as Amended) imposes duties, not only on employers in respect of their employees, but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure, so far as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. (A copy of the school's Health and Safety Policy is available on the School's website ([www.tgs.kent.sch.uk](http://www.tgs.kent.sch.uk)) and users must comply with this. It is the Hirer who is responsible for ensuring all corridors and fire escapes are clear and free from obstruction during the period of hire.

31. It is strongly advised that the Hirer has a trained first aider on site for the duration of the letting. Full supervision by a responsible adult must be undertaken whilst a playing field, hall, studio or sports area is being used. It is the responsibility of clubs / organisations / businesses using the facility and supervising children that all appropriate clearances have been obtained. It is also their responsibility to control all people (adults and children) attending their session and to ensure that they only access the designated areas which have been booked. **NB: The School has an AED (De-fibrillator) machine available at the site. This is located in the Medical Room, Ground Floor of Hands Building. Direction maps are located in the Sports Hall, Dance and Drama Studios.**



## **ADDITIONAL PROVISIONS RELATING TO THE HIRE OF SCHOOL BUILDINGS INCLUDING CLASSROOMS AND HALLS**

32. Intoxicating liquor shall not be sold or supplied on school premises without the express written consent of the School Governors and the obtaining by the hirer of a Temporary Events Licence (via the Borough Council and the local police). Alcoholic drinks may not be brought on to the premises while the school is in session and children are present, and all empty containers, crates etc. must be removed from the premises before School resumes after the hiring has taken place.

33. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that TGS blanket PRS (Performing Rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations, but this aspect must be cleared in advance with the School. Temporary Events Notices are required not only for the sale / supply of alcohol, but also for regulated entertainment (e.g. live and recorded music and performance of dance) and late night refreshments.

34. Hirers should not eat or drink in specialist rooms which include the gymnasium, drama studio and computer rooms.

35. The user should be aware of the appropriate action to be taken in the event of fire or other emergency. The School's Facilities & Estates Manager will provide a brief for the user on the procedures to be followed.

36. A risk assessment may need to be completed by the user. The School's Estates Manager will consider the risks and proposed controls and be satisfied that the activity does not present an unacceptable level of risk.

37. On days when school is in session, no article (such as equipment, pianos, tables, flowers, etc.) may be delivered at the school before 4.30 p.m. on the day of hire, unless arrangements are made with the Head Teacher or Facilities & Estates Manager.

38. No guarantee is given in respect of the number of chairs/ tables available. No transfer whatsoever of furniture may be made from one building to another. The hirer may only use school furniture or school equipment which is located in the area hired - i.e. equipment / furniture is not to be moved from other parts of the school without permission in writing.

39. The charge payable by the hirer includes an amount to cover payment for standard caretaking and car park attendant duties. The user is expected to adhere to the agreed times or, subject to a member of the site staff being available, be prepared to pay additional overtime. If additional work (such as moving furniture to or from a specific room / area or into a specific layout) is required, whether foreseen or not at the time of booking, the user will be required to meet the extra costs plus VAT. It should not be assumed that staff will be available unless prior agreement has been made.

40. Sometimes the hirer requires furniture and or equipment to be laid out in a particular way for their activity. Such layouts are the responsibility of the Hirer, as is the reinstatement of the furniture / equipment to its original position.

41. Any measures for the conservation of, and economy in, energy consumption at school shall be rigidly enforced.

42. School stage lighting, audio and visual equipment may be used only with permission from either the Head Teacher or Facilities & Estates Manager.

43. No landlord and tenant relationship shall be created.

44. The Lettings Agreement is personal to the Hirer and is not assignable and the rights given in the agreement may only be exercised by the Hirer and its employees

44. Additional conditions relating to traffic management and parking on site may be added to these terms and conditions. The hirer accepts their responsibility to manage the traffic associated with their letting and the conditions imposed.

45. The Hirer is not permitted to make any alteration or addition whatsoever to the property

46. The Hirer is not permitted to display any advertisement, signboard, nameplate, inscription, flag, banner, placard, poster, sign or notice at the property or within the School site without the School's prior written consent

47. The Hirer must at the end of its occupation remove any of its furniture, equipment and goods from the property and make good any damage caused to the School's satisfaction

48. The School shall not be liable for damage to any property of the Hirer or its employees, customers or other invitees to the property or for any losses, claims, demands, actions, damages, costs or expenses or other liability incurred by the Hirer or its employees or invitees to the property in exercising its rights granted under this lettings agreement

49. By signing this form, the Hirer is deemed to have read and accepted all of the above Terms & Conditions.

Hirer's Organisation \_\_\_\_\_

Hirer's Name \_\_\_\_\_

Hirer's Signature \_\_\_\_\_

Date \_\_\_\_\_