



Westcliff High School for Boys

LETTINGS POLICY

REVIEWED:	Summer 2024
COMMITTEE:	FAPC
DATE OF NEXT REVIEW:	Summer 2026

1. Aims and Scope of the Policy

The aim of this policy is to:

- Make the School's premises and facilities available, where appropriate, to support community or commercial organisations, without negatively impacting the School's finances
- Facilitate appropriate charging for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the School
- Ensure any hiring out of School premises does not interfere with the School's primary purpose of providing education to its pupils
- Facilitate the hiring out facilities in a way that is safe, following government guidelines and the School's risk assessment(s).

2. Areas available for hire and standard charges

2.1 Available areas

The School will permit the hire of the areas listed below, and reserves the right to consider requests for hire of other areas:

2.2 Basis of Hire and charging rates

The standard rates for hiring each area are per the table below.

Payment for one-off bookings will be in advance, and the booking will not be secure until payment is received by the School. Payment terms for longer term, block bookings, by agreement between the School and the Hirer.

The areas listed will be hired on an 'as seen' basis, and the Hirers' risk assessment must demonstrate a safe maximum number of users, and suitable provision of activity oversight.

AREA	CAPACITY	BASIS OF HIRE	COST
Sports Hall	110 (note: this is an absolute capacity and may not be suitable for some activities, such as cricket net hires. Hirers must consider safe participant numbers within their own risk assessment).	Hourly	£45 per hour
		A 6-hour full day (available weekends / school holidays only)	£240 per day
		Additional time over a 6-hour full day	£30 per hour
Full-size Rugby / Football Pitch		Per Match	£70 per match
Junior-size (9 a-side) Football pitch		Per Match	£53 per match
Main Hall ('dry hire')	450	6-hour day or evening (11pm latest departure)	£500 per hire
		Additional time over a 6-hour full day	£50 per hour

AREA	CAPACITY	BASIS OF HIRE	COST
Westcliff Theatre	140	6-hour day or evening (11pm latest departure)	£400 per hire
		Additional time over a 6-hour full day	£40 per hour
Sixth Form Forum	150	6-hour day or evening (11pm latest departure)	£400 per hire
		Additional time over a 6-hour full day	£40 per hour

The School may, at its discretion, permit certain organisations to use the premises at a reduced rate, or free of charge, if the activity undertaken supports the core aims of the School.

Per the terms and conditions below, the Hirer is to leave the premises clean and tidy, and must not leave any of their own equipment behind. Where a Hirer is in clear breach of this clause, the School may impose a reasonable sum upon the Hirer, to recover costs of cleaning.

2.3 Value Added Tax

VAT will be charged by the School as appropriate, according to law and tax guidance. Sports facilities are charged with standard rate VAT, unless the let is for over 24 hours, or is for a series of sessions (ordinarily ten or more), in which case it may be exempt (at time of writing this policy, the relevant guidance is VAT Notice 742, clause 5.4).

2.4 Cancellation

The School reserves the right to cancel any agreed hiring without notice. However, the School would always endeavour to avoid cancellation, and to give reasonable notice wherever cancellation is unavoidable. A full refund will be issued if the School cancels 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.

Cancellation by the Hirer can be made on the following basis;

- For hires with a total value of £499 or below, the hire may be cancelled at any time although the School respectfully request as much notice as possible. An administration charge of £25 will be levied by the School.
- For hires with a value of £500 or above,
 - Cancellations with 4 weeks or more notice will be charged an administration fee of £25.
 - Cancellations with 2-4 weeks' notice will be charged at 50% of the full hire value*.
 - Cancellations with less than 2 weeks will be charged at 75% of the full hire value*.

** To the extent that the School is able to re-let the relevant facility, further proportionate refund will be made to the original Hirer, subject always to a minimum £25 administration fee.*

2.5 Review

Revenue raised from lettings will be reviewed by the School and discussed as appropriate with the Finance, Administration, and Property Committee of the Governing Board. At a minimum, arrangements around lettings will be reviewed every two years, when this policy is reviewed.

3. Application process

Those wishing to hire the premises should fill out the hire request form (Appendix 1 of this policy), and read the terms and conditions of hire, set out in section 4.

The Hirer should fill out and sign the hire request form and submit it to the School office@whsb.essex.sch.uk, for the attention of the Premises Manager. The request will be considered together by the Premises Manager and the School Bursar.

If the request is approved, the School will contact the Hirer to make the necessary arrangements.

The School will provide details of the emergency evacuation procedures and a copy of this policy, along with a copy of the School's Health and Safety Policy.

The Hirer must provide proof of its public liability insurance, a risk assessment (covering the specific activity to be undertaken at the School), and depending upon the timing of the hire and /or the activity taking place, they may also be asked to provide evidence of safeguarding arrangements and DBS status (see terms and conditions below).

The School reserves the right to decline any application, at our absolute discretion, in particular where the applicant organisation may not be perceived to uphold the values of the School, or where reputational damage may occur.

4. 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 Hirer.
3. "Hire Agreement" means an agreement between the School and a Hirer, under the terms of this policy.
4. 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 a Hire Agreement.
5. The Hirer shall not sub-hire any of the premises under the Hire Agreement.
6. The Hirer shall not use the premises for any purpose other than that agreed upon in the Hire Agreement, as set out in the hire request form.
7. Any additional uses of the premises not agreed in writing by the School will result in the immediate termination of the Hire Agreement.
8. **Access and Caretaking:** for sports hires, means of access will be provided. In case of emergencies or access issues, Hirers should contact the Premises Manager, or the alternative mobile contact they have been provided with. With regard to non-sports hires, a School caretaker will open and close.
9. **Furniture or fittings:** shall not be removed or interfered with in any way, nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required. The School reserves the right to pass on to the Hirer any costs incurred in making good damage caused during a letting.

10. **Hall floors:** may be used by children for physical education. No substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in School buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.
11. **Food and Drink:** Excepting bottled water consumed during sporting lets, no food and drink may be prepared or consumed on the property without the direct permission of the Premises Manager. This is in line with current food hygiene regulations. Food containing nuts is not to be brought onto the School premises
12. **No intoxicating liquors** are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Premises Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.
13. **Smoking and vaping** are not permitted on any of the School premises. This includes all of the School grounds.
14. Nothing shall be done on, or in relation to, the premises in contravention of the law relating to **betting, gaming and lotteries**, and Hirers shall ensure that the requirements of the relevant legislation are strictly observed.
15. Hirers and organisers of events in or at the School premises are responsible for ensuring that the **noise level** of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property, including upon arrival and departure.
16. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, **animals shall not be permitted** anywhere on the School premises including the School playing fields.
17. **Car Parking:** outside of School hours, there is parking available within the School grounds, to the front and to the rear of the School. Hirers should notify the School in cases where a large number of cars are expected; it may be possible to arrange for gates to be held open. During School hours cars must be parked off-site. The Hirer 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 an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed.**
18. **Toilets:** Access to the School's designated toilet facilities is included as part of the hire arrangements.
19. The School shall retain control, possession and management of the premises and the Hirer has no right to exclude the School from the premises.
20. **Health & Safety:** the Hirer shall be responsible for all matters relating to health and safety around their hire and activity, and shall be responsible for those in attendance during the specified time.
21. **Public Safety:** All conditions attached to the granting of the licence, stage play, or other licences and the School's Health and Safety policy shall be strictly observed. 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:
 - a) 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;
 - b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
 - c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
 - d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Premises Manager.

- e) **Fire Alarms & Evacuation:** the Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points.

Unless specifically told otherwise, all alarms should be treated as an emergency, and all should make their way to the nearest emergency exit and meet at the designated assembly point indicated on the notices posted in each room. Do not stop to collect personal belongings. Do not re-enter the building until instructed to do so. Upon discovery of a fire, raise the alarm by activating one of the many manual call points.

- f) the Hirer is responsible for communicating the information in 9.e. above to anyone attending the event or activity.
- g) performances involving danger to the public shall not be permitted.
- h) 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 Premises Manager.
- i) all electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence, upon request. The intention to use any electrical equipment must be notified on the hire application form and be covered in the risk assessment. The Governing Board disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must always adhere to the correct adult/pupil ratios when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.
22. The Hirer must take out its own public liability insurance, for a minimum level of £5,000,000, with a reputable insurer approved by the school and, where requested by the School, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the hire.
23. 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.
24. 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; and
 - 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 Hire Agreement or any act or omission of the Hirer or any person allowed by the Hirer to enter the premises.
25. Save that nothing in the Hire Agreement 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 Hire Agreement.
26. 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.
27. The Hirer must inform the Premises Manager in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring.
28. The Hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the School.

29. If the Hirer breaches any of the terms and conditions within this policy, the School reserves the right to terminate the Hire Agreement and retain any fees already paid to the School, without affecting any other right or remedy available to the School under the Hire Agreement or otherwise.
30. The Hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached – please refer to the table above.
31. **Additional Hire Agreements:** 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, copyright, publishing rights, and performance rights. Copies of such licenses to be provided upon request by the School.
32. **Risk Assessment:** the Hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
33. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
34. This policy, the relevant hire request form submitted by the Hirer, and the relevant hire confirmation letter (or email) issued by the School shall apply to and are incorporated in the Hire Agreement.
35. Any Hire Agreement shall be governed, construed and interpreted in accordance with the laws of England and Wales.

5. Safeguarding and First Aid

The School is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that Hirers abide by the Schools' requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.

It is the responsibility of the Hirers to ensure that safeguarding measures are in place during the hire.

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), the Premises Manager will request confirmation that the Hirers have had the appropriate level of DBS check.

The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the School.

The Hirer confirms that, should any safeguarding concerns present themselves during the hire of the School premises, they shall contact the Premises Manager, failing that the Finance Office or Reception, as soon as reasonably practicable.

The Hirer understands that if the School receives an allegation relating to an incident where an individual or organisation is using School premises for running an activity for children, the School will follow its usual safeguarding procedures and inform our local authority designated officer (LADO).

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the School to provide first aid facilities and the School's First Aid resources are only to be used in an emergency. There is a defibrillator situated in our Main Building first aid room, which is opposite the Middle School Pastoral Office (West Quad), a second defibrillator in the Headmaster's Office (by the Headmaster's Study), and a third outside the PE office located in the Sports Building

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with the School's terms and conditions set out in sections 2 and 4 of this policy. If you have any questions, please contact the Premises Manager, via the Finance Office office@whsb.essex.sch.uk

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Confirmation and details of the safeguarding and child protection arrangements you have in place	
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By signing below, I agree to the terms and conditions set out in the School's Lettings Policy.

Name _____ Date _____

Signature _____

Please return this form via email to office@whsb.essex.sch.uk for the attention of the Premises Manager, or to the Finance Office at Kenilworth Gardens, Westcliff on Sea, SS0 0BP. The School will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

Appendix 2: Information to be shared by the parties

Hirer to provide:

- Proof of your public liability insurance (minimum £5,000,000)
- Risk Assessment for the activity/use of the School premises
- Evidence of safeguarding arrangements / DBS status (dependent upon the timing and activity taking place)

The School to provide:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Health and Safety Policy
- A copy of the Lettings Policy
- Mobile contact details (when a hire is during out of school hours)