

# High Tunstall College of Science



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## Lettings Policy

Revised	- January 2024
Stakeholder Consulted	- Staffing, Staff Welfare and Finance Committee
Review Date	- January 2025
Responsibility for Review	- Assistant Headteacher Compliance / Operations Manager

## Contents:

[Statement of intent](#)

1. **[Updated]** [Legal framework](#)
2. [Definitions](#)
3. **[Updated]** [Roles and responsibilities](#)
4. [Charges](#)
5. [VAT](#)
6. [Managing lettings](#)
7. **[Updated]** [Safeguarding](#)
8. **[Updated]** [Emergencies and health and safety](#)
9. [Using the site](#)
10. [Equipment](#)
11. [Data protection](#)
12. **[Updated]** [Monitoring and review](#)

### Appendices

**[Updated]** [Appendix A – Application for Hire of College Facilities](#)

## **Statement of intent**

High Tunstall College recognises that its premises are valuable to the local community and as such, we are pleased to let the premises out to organisations within the local community.

Though we let the premises out, the college is aware that this can pose certain concerns, such as in terms of safeguarding, so this policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the college, such as health and safety matters and insurance arrangements.

## 1. **[Updated]** Legal framework

1.1. This policy has due regard to all relevant legislation including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (UK GDPR)
- Data Protection Act 2018
- Education Act 1996.

1.2. This policy has due regard to the following guidance:

- DfE (2015) 'Advice on standards for school premises'
- DfE (2021) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'
- **[Updated]** DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

1.3. This policy operates in conjunction with the following college policies:

- First Aid Policy
- Fire Safety Information for Employees
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Surveillance and CCTV Policy
- Data Protection Policy.

## 2. Definitions

2.1. For the purpose of this policy, a '**letting**' is defined as any use of the premises by either a community group and or private group e.g. a football club, or a commercial organisation.

2.2. The college will let out its premises; however, the letting arrangement will not interfere with the primary activity of the college, which is to provide a high-quality education and safe teaching environment.

2.3. Use of the premises for activities such as staff meetings, parents' meetings, governing body meetings, out of college hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the college. Costs arising from these uses are, therefore, a legitimate charge against the college's delegated budget.

### 3. **[Updated]** Roles and responsibilities

3.1. The governing body is responsible for:

- Reviewing the applications of a proposed letting arrangement and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the college and its students
- Establishing any safeguarding risks associated with the letting
- The overall oversight of the letting, handling any queries from the hirer
- Communicating any relevant information to the hirer, e.g., fire safety precautions
- **[Updated]** Ensuring hirers follow the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- Football Foundation – partnership agreement
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community
- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.

3.2. **[Updated]** The Tunstall Active Manager reports to the Assistant Headteacher Compliance and is responsible for:

- Ensuring compliance with the premises licence
- Acting as or appointing a designated premises supervisor
- Liaising with the governing body to establish whether or not the proposed activity is suitable for the premises
- Ensuring that the college has the correct insurance in place for hiring out the premises
- Checking the hirer has the appropriate public liability insurance
- Working with the Site Manager to ensure the premises are fit for use
- Ensuring hirers familiarise themselves with the relevant college policies and procedures, e.g., the Fire Safety Information for Employees and Emergency Evacuation Procedure
- Ensuring the college adheres to its Premises Management Policy
- Ensure the hirer has a risk assessment in place for their activities to ensure the safety of the hirer and their visitors
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the college's policies.

3.3. The Site Manager is responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer
- Working with the hirers to ensure high levels of security are maintained
- Showing the hirers how to properly secure and lock the premises after use
- Organising any repairs and/or replacement of equipment
- Notifying the hirer of any known asbestos in the college
- Ensuring the hirer is made aware that CCTV cameras are installed within the college and ensure they have read the Surveillance and CCTV Policy.

3.4. **[Updated]** The Compliance Officer is responsible for:

- Being the main point of single point of contact (SPOC) for data protection enquiries from current and potential hirers of the college premises
- Ensuring that the statutory privacy information is provided to the hirer
- Assisting the hirer with any data breach investigation, where necessary
- Ensuring that the college's Lettings Privacy Notice is kept up-to-date, and that it is published on the college's website
- Ensuring that the hirer's information is stored in accordance with the Data Protection Policy.

3.5. **[Updated]** Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use
- Leaving the premises in a clean and tidy condition
- Working with the Site Manager to ensure that the premises are secure after use
- Obtaining adequate public liability insurance to a minimum of £5 million
- Providing the Tunstall Active Manager with proof that they hold a current and relevant insurance policy
- Obtaining all necessary safeguarding checks for all activities involving children, e.g., DBS checks, and providing proof of this to the Headteacher
- **[Updated]** Adhering to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

## 4. Charges

- 4.1. The Governing Body is responsible for determining charges for the letting of the college premises – a charge may be imposed to cover the following:
  - Costs of services (e.g., heating and lighting)
  - Costs of staffing, including “on-costs” (e.g., additional security or caretaking)
  - Costs of administration
  - Costs of wear and tear
  - Costs of insurance (if the college has arranged its own public liability insurance – see the hire terms and conditions)
  - Costs of using the college’s equipment, if applicable
  - Profit element, if applicable.
- 4.2. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.
- 4.3. The charge issued for each letting will be reviewed annually by the Staffing, Staff Welfare and Finance committee.
- 4.4. The review of charges will take place in the Spring term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.
- 4.5. Current charges will be provided to the Staffing, Staff Welfare and Finance committee in advance of any lettings being arranged.
- 4.6. Hirers will provide the college with at least five days’ notice before cancelling a booking, this will be waived in the instances of severe weather resulting in the facility being closed for safety purposes.
- 4.7. If hirers fail to comply with paragraph 4.6, the college will charge as per the original booking.
- 4.8. If the whole fee has not been paid, the college reserves the right to refuse the hirer entry to the premises.
- 4.9. In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the college facilities until the full amount has been paid.
- 4.10. There will be a grace period of thirty (30) days for payment to be made, after this period, if a payment hasn’t been made, the college will seek additional legal advice for payment to be recovered.

## 5. VAT

- 5.1. 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).

## 6. **[Updated]** Managing lettings

- 6.1. The governing body has overall responsibility for the management of lettings.
- 6.2. **[Updated]** The Assistant Headteacher – Compliance will delegate the day-to-day management of the lettings to the Tunstall Active Manager and will not be responsible for the administrative roles. The role of setting charges stays with the governing body.
- 6.3. **[Updated]** The Assistant Headteacher – Compliance may delegate aspects of the management of lettings to other relevant members of staff, such as the Site Manager.
- 6.4. **[Updated]** If the Tunstall Active Manager has any concerns regarding the activities the hirers are conducting, they will consult the Assistant Headteacher – Compliance and reach a decision together.
- 6.5. Organisations wishing to hire the premises will approach the Tunstall Active Manager, who will identify their requirements and clarify the facilities available.
- 6.6. **[Updated]** The Tunstall Active Manager will review the application; they have the right to refuse an application and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing.
- 6.7. **[Updated]** Once the letting has been approved by the Assistant Headteacher – Compliance, a letter of confirmation will be sent to the hirer by the Tunstall Active Manager, setting out the full details of the letting and enclosing the terms and conditions of the hire agreement.
- 6.8. The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing body charges decision.
- 6.9. The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.
- 6.10. All lettings fees that are received by the college, will be paid into the college's independent bank account, to offset the costs of services, staffing etc. (which are funded from the college's delegated budget).



- 6.11. Fees can be paid in cash, cheque or bank transfer. The hirer will state how they intend to pay on their application form.
- 6.12. The Finance Manager will provide the hirer with the relevant bank details.
- 6.13. Sub-letting of any kind is strictly prohibited. If the college receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

## 7. **[Updated]** Safeguarding

- 7.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.
- 7.2. All hirers must state the purpose of the hire.
- 7.3. **[Updated]** When determining whether to approve an application; the Assistant Headteacher – Compliance will consider the following factors:
  - The type of activity
  - Possible interferences with college activities
  - The availability of facilities
  - The availability of staff
  - Health and safety considerations
  - The college's duties with regards to the prevention of terrorism and radicalisation
  - Whether the letting is deemed compatible with the ethos of the college
- 7.4. An application will not be approved if the hirer's purpose:
  - Is aimed at promoting extremist views.
  - Involves the dissemination of inappropriate materials.
  - Contravenes the statutory Prevent duty.
  - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).
- 7.5. **[Updated]** Hirers will be expected to adhere to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'. The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the college's hire agreement document.
- 7.6. **[Updated]** If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they should contact the Assistant Headteacher – Compliance immediately.

- 7.7. **[Updated]** The Assistant Headteacher – Compliance will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
- 7.8. Where an individual group is found to be promoting views in contravention of the college's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the college will contact the police who will remove the person or group from the college premises.

## **8. [Updated] Emergencies and health and safety**

- 8.1. **[Updated]** The Site Manager and Assistant Headteacher – Compliance will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.
- 8.2. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 8.3. The medical administrator will check first aid kits termly to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 8.4. Hirers will provide their own first aid kits in the immediate instance.
- 8.5. A first aider (provided by the hirer) will be on site at all times.
- 8.6. Smoking is not permitted on the premises at any time.
- 8.7. The hirer familiarises themselves with the college's Fire Risk Assessment and other relevant risk assessments before using the premises.
- 8.8. The Tunstall Active Manager will make copies of the college's Fire Evacuation Plan available to the hirer on arrival at the college.
- 8.9. The hirer will be shown the college's fire exits and evacuation points by the Site Manager on arrival.
- 8.10. The hirer will be provided with a copy of the college's Health and Safety Policy and will be expected to act in accordance with it at all times.

## **9. Using the site**

- 9.1. The hirer will liaise with the Site Manager to ensure the college remains secure before, during and after use.
- 9.2. Hirers will be given an emergency contact number for the Site Manager in case of any security breach.
- 9.3. The college premises are closed after 9:00pm to avoid any noise complaints from neighbouring residents.
- 9.4. The Site Manager will remain on site until 9:30pm (Monday to Friday), 5:30pm (weekends) to secure the building after use.
- 9.5. The use of public announcement systems and loudspeakers must be agreed with the Headteacher and Site Manager, this agreement must include a maximum noise level which is not to be exceeded.
- 9.6. For hire of the 3G pitch. Only players and coaches wearing the correct footwear are permitted onto the 3G pitch, all spectators must remain on the grassed spectator area. No food, including chewing gum is permitted on the pitched area.
- 9.7. The college's car park is available to hirers during their time on the premises; however, the governing body and college will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 9.8. Alcohol will not be brought on to, or consumed on, the premises at any time.
- 9.9. No dogs are permitted on site with spectators.
- 9.10. Strictly no smoking is permitted on site.

## **10. Equipment**

- 10.1. Hirers will identify any equipment they require from the college and detail this in their application form; hirers must seek permission from the Headteacher to use any additional equipment once the form has been submitted.
- 10.2. The Site Officer will conduct an inventory of all the equipment that the hirer requests, noting its condition. The Site Officer will review this inventory after the hirer uses the equipment to ensure its proper use.
- 10.3. Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the Site Manager or

Headteacher. Where permission has been granted, the Site Officer will oversee the move.

- 10.4. If a furniture move has been agreed, the hirer and Site Officer will negotiate restoring the premises back to its original state.
- 10.5. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 10.6. Any seating provided is limited to the number of chairs on the premises.
- 10.7. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
- 10.8. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- 10.9. The college cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 10.10. CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the college's Surveillance and CCTV Policy.
- 10.11. Hirers will report any stolen or missing equipment to the Site Officer immediately.
- 10.12. Risk assessments for manual handling will be carried out by the Headteacher and Site Manager.

## **11. Data protection**

- 11.1. The college will adhere to the Data Protection Policy at all times.
- 11.2. The Compliance Officer will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.
- 11.3. The Lettings Privacy Notice can be viewed on the college website: <https://htcs.org.uk/statutory/> .
- 11.4. The Compliance Officer will ensure that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

## **12. [Updated] Monitoring and review**

- 12.1. This policy is reviewed biennially by the Governing body, the Assistant Headteacher Compliance and the Operations Manager.

- 12.2. The scheduled review date for this policy is October 2025.
- 12.3. Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

**[Updated] APPENDIX A**

PLEASE RETURN TO: MR ALAN TEBBETT, TUNSTALL ACTIVE MANAGER, HIGH TUNSTALL COLLEGE OF SCIENCE

**APPLICATION FOR HIRE  
OF COLLEGE FACILITIES**

**APPLICANT**

NAME OF APPLICANT .....

ADDRESS .....

..... TEL NO. ....

NAME OF ORGANISATION .....

ADDRESS (if different from above) .....

..... TEL NO. ....

STATE NATURE AND  
PURPOSE OF THE  
ORGANISATION .....

STATE NATURE AND  
PURPOSE OF HIRE .....

**INSURANCE DETAILS**

Please give details of the Insurance Company you intend to use to provide Insurance/Indemnity to cover the period of hire:

NAME .....

ADDRESS .....

.....

..... TEL NO. ....

PLEASE INSERT THE MINIMUM AMOUNT OF PUBLIC LIABILITY INSURANCE ALLOWED ON THE ABOVE POLICY

£.....



If the hirer refuses or fails to comply with any of the Conditions of Letting or with any instruction conveyed by the College, the hirer, his agent or employees may be excluded from the hired premises until compliance is made. No such exclusion shall absolve the hirer of his/her obligations under the Conditions of Letting.

Should the hirer wish to give notice of cancellation this must be done so in writing 5 days prior to last date the facility is to be in use by the named hirer.

PLEASE NOTE: Any goods / equipment left by any person during or after the period of hire are left at their own risk. The owner must make their own insurance arrangements. The College will not accept responsibility for any loss/damage to any goods/equipment howsoever arising. A copy of the College Disclaimer form should be completed where appropriate.

I HEREBY AGREE TO OBSERVE AND PERFORM ALL CONDITIONS OF LETTING ATTACHED HERETO AND REFERRED TO ABOVE IF THE APPLICATION IS ACCEPTED.

SIGNED:..... DATE: .....

FOR OFFICE USE ONLY  
BOOKING ACCEPTED BY: ..... DATE: .....