



# Lettings Policy

**Approved On/By:**

8 February 2023 Staffing and Premises Committee

**Last Reviewed On:**

8 February 2023

**Next Review Due By:**

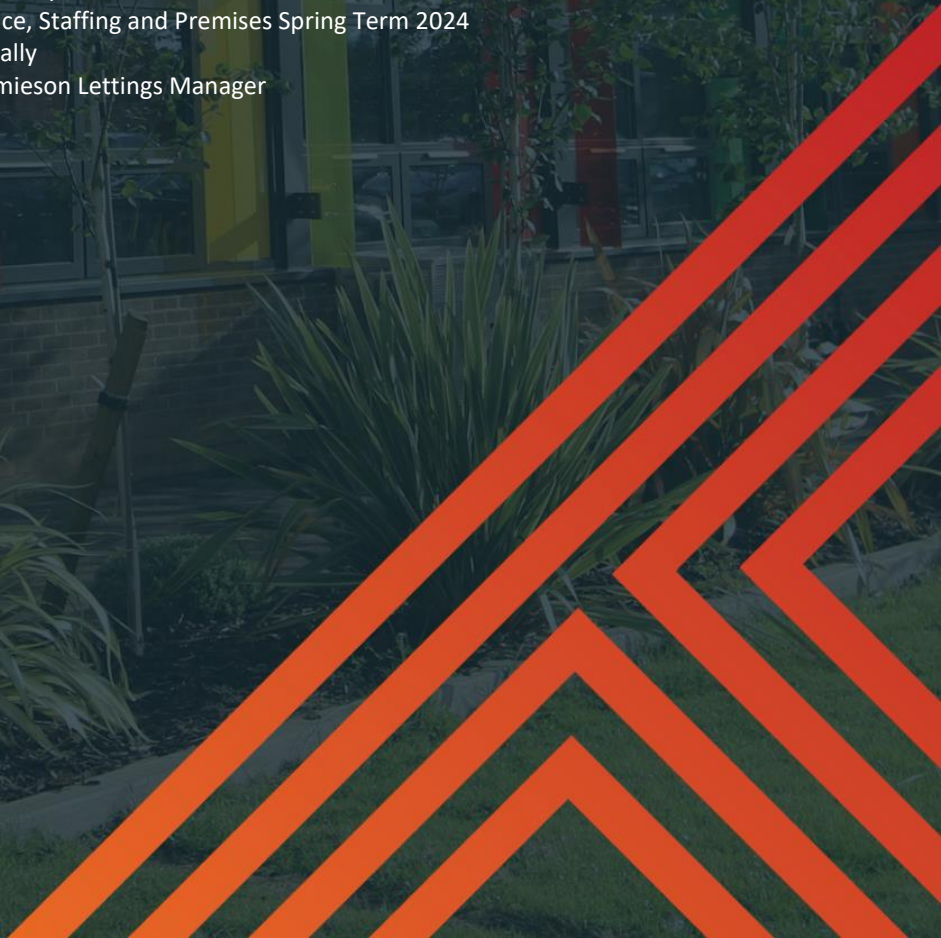
Finance, Staffing and Premises Spring Term 2024

**Monitoring & Review:**

Annually

**Staff Member(S) Lead:**

M Jamieson Lettings Manager



## **Aims**

The school has identified a need to provide Sports facilities to enhance both the needs of the local community and provide additional sports provision for the pupils of Hodge Hill College.

## **Objectives**

The primary objectives are to:

- Respond to the needs of the local community as far as possible
- Promote Hodge Hill College within the community as a centre for community sports activities
- To be aware of the effects that lettings may have by monitoring the number of lettings, their suitability and the pressure on staff and resources
- To ensure lettings do not interfere with the primary function of the school – To provide secondary education facilities for the Hodge Hill area of Birmingham
- To work within the parameters within which the school has obtained grants from Sport England and The Football Foundation
- To operate the external Sports facilities within the limits of the Planning Approval for the 3G Pitch
- To ensure the community sports facilities operation covers its costs and is not subsidised by the school budget share.

## **Responsibilities**

The responsibility for the running of the Sports facilities within the school lies with the Strategic Site and Finance Director. The day to day running will be undertaken by the Community Sports Facilities Manager under the direction of the SS & FD:

- The SS & FD is responsible for the implementation of the lettings policy and will keep the Headteacher and Governors informed on a regular basis of all matters involved with the lettings
- The Community Manager is responsible for the promotion of the facilities and the monitoring and recording of all lettings, informing the hirers of all the regulations that accompany it
- Team Finance will record all income and expenditure incurred to provide a balance of income against expenditure. They will also monitor credit control and work with the Community Sports Facilities Manager to ensure all payments are received. A monthly summary will be provided to the SS & FD.

## **Hiring Conditions**

The following hiring conditions are to apply to all lettings:

- The hirer is to ensure that where relevant, all DBS checks are carried out for all their employees and volunteers at their own cost. The hirer is responsible for vetting these checks and ensuring that all staff and volunteers are suitable people to be working with children and young people/vulnerable adults
- The premises are provided essentially for educational and sporting purposes and must not be let in such a manner that may prejudice their use for this purpose
- No apparatus, tools or equipment belonging to HHC is to be used unless specifically agreed, hired and authorised by the Community Sports Facilities Manager. Any damage to equipment hired is the responsibility of the hirer who will be expected to pay for the cost of repair or replacement
- No entertainment or function to which the public are admitted is to be allowed unless the premises are licenced for the purpose under the bylaws of the Local Authority. The hirer is responsible for obtaining all approvals
- Permission shall not be granted for the use of any part of the school for the production of plays or music unless the promoters have given proof to the school that all royalties for performing rights have been paid by the hirer
- The hire of the facilities is on an as constructed basis, any changes required as a result of Fire Officer or Licensing Officer requirements are the responsibility of the promoter. The school retains the right to cancel any booking that requires additional facilities at any time
- The school may cancel without notice any letting if unforeseen circumstances make it impossible to provide good health and safety conditions
- The school may cancel without notice any letting if payment of letting fees are not paid within 28 days of the invoice date
- The hirer is responsible during the hire period for ensuring that:
  - All safety requirements and recommendations of any licencing authority are complied with
  - Any limitations on the number of persons admitted imposed by any licencing authority or the Governors are complied with
  - Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises and equipment
  - The hirer is to provide a copy of the hirer's evacuation procedures prior to first hire and at least on an annual basis or whenever changes are made to their procedures
  - A copy of HHC's Health & Safety policy is to be made available to the hirer prior to the hire commencing and whenever changes are made to the policy. It is the responsibility of the hirer to be aware of the contents of this policy
  - All government guidelines are followed with regards to Covid-19, the clubs Covid-19 risk assessment is up to date and adhered to.
- The fire evacuation assembly point for hirers is the 3G pitch, all hirers are to make themselves acquainted with its location and their evacuation plans are to reflect this
- Intoxicating liquor is not to be brought onto or consumed at any time on the school premises
- The hirer is to notify the SS & FD of any incidents, accidents or near misses within 48 hours via email
- The hirer must provide confirmation that they comply with safeguarding regulations if the school is to be hired for the use of children. This information is to be provided to the schools Strategic Business Manager prior to the hire date, together with a copy of the hirer's safeguarding policy

- Hodge Hill College is a non-smoking site. Any person connected with a hirer discovered to be smoking on site will incur a fine of £50 (to be paid by the hirer to the school). Please note - The 'Home' team is also responsible for making the 'away' team aware of this condition which also applies to all fixtures.
- The hirer is responsible for reimbursing the full cost of any damage caused by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of property real or personal and happening consequent upon or in connection with the use of the premises
- The hirer is responsible for everyone who is on the premises of Hodge Hill College for the activities they are organising and, generally, for everyone who comes onto the parts of the school's premises which are under the hirer's control at stated times. The hirer is responsible for ensuring that they comply with the terms of the hire agreement
- No notices or placards are to be affixed to, lean upon or be suspended from any part of the school premises, unless agreed with the school via the Community Manager
- No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any part of the walls, floors, ceilings, furniture, fittings, paving or fencing
- The hirer shall ensure that all persons using the facilities wear appropriate footwear and that no persons using the permitted areas are to wear shoes with stiletto heels or other footwear which may damage the floor, 3G or other surfaces.
- The parking of vehicles on the school's property shall be permitted in approved areas only on the condition that persons bringing such vehicles onto the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not caused by such vehicles or their presence on the school's premises
- The hirer shall maintain access for emergency vehicles by not parking in locations that restrict vehicular access
- Any hiring of the outdoor facilities may be cancelled without notice if the weather conditions or the state of the ground makes it likely that unreasonable damage may result from use
- Sub-letting is not permitted but shared lettings of facilities are permitted provided that all sharing organisations are included in the application
- No part of the site is to be used for lotteries or gaming
- No gas filled balloons, confetti and paper streamers are to be used
- No inflammable materials and articles of an explosive nature are allowed on the premises
- No animals (other than guide dogs) are allowed on the hired premises. Any person connected with an animal on site will incur a fine of £50 (to be paid by the hirer to the school).
- No cooking of food is to take place
- The hirer is to ensure they do not interfere with other functions on the site
- The hirer is to respect the interests of local residents and not cause disturbance or inconvenience to them
- The hirer is to vacate the premises in an orderly manner and by the finishing time as stated in the hire agreement
- The hiring body is to comply with such additional conditions as Birmingham City Council, Head teacher or Governors may require in writing to be observed for a particular letting
- The Head teacher and Governors reserve the right to refuse any letting they see fit
- All lettings are a minimum of 1 hour blocks.

- The hirer is to allow sufficient time for their attendees to change before and after the use of the actual facility so as to ensure they are complete within the hour
- The hirer is to ensure that the facilities are not overcrowded to ensure everyone enjoys a safe experience
- The hirer shall not use any tools, apparatus or equipment belonging to the school without prior consent
- The hirer is responsible for pushing the goals used back to the tarmac storage areas after use.
- All hirers are to ensure there is proper supervision of all users and not allow any activities which could endanger the safety of such users
- The hirer is to ensure they have arranged for their own Public Liability Insurance in the name of the organisation/organisation hiring the school premises with a limit of indemnity of not less than £2,000,000.

### **Cancellation Notice Periods**

The following cancellation periods apply to all bookings

- For Regular Bookings – 7 days’ notice is required for one off cancellations or full payment is due.
- 28 days’ notice is required if the whole letting agreement is to be cancelled
- For One Off Bookings – 7 days’ notice is required or full payment is due.
- Exemptions from the above would include;
  - Government guidelines in relation to public health and covid-19 lockdowns

### **Letting Charges**

See appendix 1 for current charges.

### **Letting Communication**

The main contact for any letting is the school’s Community Sports Facilities Manager who can be contacted on 0121 508 4086

All communication regarding lettings should be emailed to [matthew.jamieson@hodgehill.bham.sch.uk](mailto:matthew.jamieson@hodgehill.bham.sch.uk)

In the case of an emergency, the following contacts are:

1. Community Sports Facilities Manager – 0121 508 4086
2. Site Manager – 07738 041273
3. Site Manager – 07738 041274
4. Strategic Site & Finance Director – 07951 644748

**The school is committed to safeguarding and promoting the welfare of children and young people/vulnerable adults and expects all hirers and volunteers to share this commitment by ensuring that all necessary checks are made and adhered to**

## APPENDIX 1

### Letting Charges

Letting charges are reviewed by the Governors on an annual basis. The charges take into consideration energy costs, wear and tear on the premises, site supervision, janitorial expenses and the security of the premises

Hodge Hill College reserves the right to charge an administration fee for the recovery of overdue payments

The school reserves the right to make changes

The following charges apply for the 2022/2023 season:

- Gym 1- £28.00
- Gym 2- £28.00
- 3G Pitch
  - 9's/Full Pitch - £93.00
  - Half Pitch - £50.00
  - Quarter Pitch - £25.00
- The above prices apply to all England Football Accredited clubs, prices exclude the hire of specific equipment which is to be agreed with the Community Sports Facilities Manager prior to first use.