

Non sibi sed omnibus

# **Lettings Policy**

# **Governing Body Policy**

January 2024

### **History Log**

Last Revised	Revised	Ratified By	Next Review	Time
	By	Governors	Date	Scale
January 2022	A Swift	16th March 2022	January 2023	Annual
January 2023	A Swift		January 2024	Annual
Oct SG update	A Swift		January 2024	Annual
2023				
January 2024	A Swift	31.01.2024	January 2025	Annual

## **Lettings Policy**

#### **Philosophy**

Provided that there is no interruption to, or curtailment of school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities, which are, of necessity, under-used by the school.
- Promote the school to the wider community.

#### **Implementation**

Bookings are made through the Lettings Supervisor and overseen by the School Business Manager and confirmed in writing using the Lettings Contract.

- School and PFA activities have priority.
- Hirers sign a contract (ie the Lettings Contract at Appendix 1 with the attached Conditions for Use of a letting) that covers:
  - (i) Terms and conditions relating to type of and length of use.
  - (ii) Cancellation
  - (iii) Damage
  - (iv) Insurance
  - (v) Charging
  - (vi) Restrictions on use
  - (vii) Evidence of an in date personal alcohol licence (if required by the hire)
  - (viii) Parking
  - (ix) Compliance with the 'No Smoking' site rules
  - (x) Where appropriate, compliance with safeguarding rules and DBS clearance.
- 1. The contract may be updated annually or termly.
- 2. The VAT liability of the letting is determined at the time the contract is entered into.
- 3. Payment for all lettings is in advance. This applies to single, monthly and termly lettings.
- 4. Outline charges are reviewed annually and are set by the School Business Manager in conjunction with the Headteacher and approved by governors. These charges can be found on the school website: <a href="http://www.mggs.org/connected-community/lettings">http://www.mggs.org/connected-community/lettings</a>
- 5. Specific charges are set at the time of the contract.
- 6. A record is kept by the Lettings Supervisor covering all school, PFA, and outside use of the premises and grounds after the end of the school day, at weekends and during the holidays. These events are published in the school calendar.

#### **Roles & Responsibilities**

- The Lettings Supervisor is responsible for the maintaining and updating of the lettings diary/room booking system.
- Staff are responsible for ensuring that school events that they book outside of school hours are notified to the Letting Supervisor in writing and included in the school calendar.
- Opening and closing the school is undertaken by the Lettings Supervisor/one of the site staff, or by prior agreement with an authorised member of the staff.

- In the case of the hiring of sports facilities, arrangements may be made with the hirer to enable them to access the required areas under the direction of the Lettings Supervisor or one of the site staff.
- Supervision of all personnel attending the activity or event during the letting is the responsibility of the hirer. The hirer is also responsible for the security of the area of the school being used.
- Appropriate risk assessments are to be completed by the hirer and approved by the school and any controls or restrictions complied with. A copy of all relevant risk assessments are to be given to the Lettings Supervisor prior to the letting(s) taking place. When a risk assessment is completed by the hirer or the school, in relation to the premises or activity or equipment involved, the hirer must ensure that any controls or restrictions are complied with.
- Post-letting checks are made by the Lettings Supervisor/ or one of the site staff. Follow-up of unsatisfactory lettings is made and appropriate remedial action is taken, including but not limited to termination of the relevant letting (if appropriate).
- Due attention is to be paid by the hirer in order to avoid undue and unreasonable wear and tear on the premises, buildings and equipment and where such attention is not paid, appropriate remedial action may be taken by the school.

#### **Monitoring & evaluation**

The success of lettings can be evaluated by the additional income raised for the school, less the cost of any reasonable wear and tear incurred during lets to the furniture, equipment and, fabric of the school buildings and premises (and any actual damage not reimbursed by the hirer or insurer) costs of additional heating and related salary costs.

### **Appendix 1 - Lettings Contract**

# HIRE OF MAIDSTONE GRAMMAR SCHOOL FOR GIRLS FACILITIES K.C.C. VAT No. 204 2691 91

New requests - Please complete and submit this google form with your requirements

<u>Lettings Contract - Hire of Maidstone Grammar School for Girls Facilities - New Booking Request</u> Form

Repeat requests - please complete and submit this google form

Lettings Repeat Booking Request

## **Appendix 2 - Conditions for use for a letting**

#### **Form of Contract**

Use of school premises for a letting must be agreed in advance and confirmed by both the hirer and the Lettings Supervisor/ or one of the site staff of the school, by entering into a contract in the form set out in Appendix 1 (and these Conditions of use) together with any other documentation required, prior to the commencement of the use of the relevant part of the school premises by the hirer. The contract will include the charges, appropriate VAT and any other sums payable.

If the contract extends beyond a one year period then the charges, VAT, and any other sums payable shall be reviewed in advance of the commencement of the second and each succeeding years (and may be amended (including being increased) following the review).

It must be recognised that school use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time the contract is entered into).

The school may require the hirer to transfer to alternative space elsewhere within the school and the hirer shall comply with such a request.

#### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist purpose or background.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

The lettings contract granting the hirer a licence to use the premises is not assignable and the rights given to the hirer under the lettings contract may only be exercised by the hirer and his/her employees or appropriate personnel.

#### The Hirer's Responsibilities

The hirer is required to pay the charges agreed including those set out in the Lettings Contract in the manner and at the time required by the School.

The hirer shall not make any alteration or addition to the premises whatsoever.

The hirer shall comply with all rules and regulations that the School makes and notifies to the Hirer from time to time governing the hirer's use of the premises.

The hirer will leave the premises in the state they were on arrival. Any additional cleaning required as a result of the letting will be charged directly to the hirer.

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested, and no other part of the school premises not previously booked may be used.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

#### Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

#### **Disclosure and Barring Service Checks**

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice and any associated legislation

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

#### **Deposit**

An initial deposit of £50 (subject to amendment from time to time) is payable in advance to secure any booking. This security deposit is non-refundable under any circumstances. The hirer is usually invoiced in advance for the full cost of the letting. At the final invoice stage of a completed letting the security deposit will be deducted from the total costs and invoiced accordingly.

In addition, a front gate key deposit of £50 (subject to amendment from time to time) is also payable in advance if applicable. This front gate key deposit will be returned to the hirer upon safe return of the key.

#### Cancellation

If the hirer wishes to cancel a specific booking or set of bookings within the contract, ten clear working days' notice in writing to the school must be given of the cancellation, in which case the school will charge a cancellation charge of a quarter of the total charges due.

If less than ten clear working days' notice is given, the whole of the charges may be charged by the

school.

When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the relevant facility as set out in Appendix 5.

A "working day" is any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a bank or other public holiday in England and Wales.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control i.e a force majeure event (including, without prejudice to the generality of the same, industrial action by its employees, or others, natural disaster, pandemic, oil shortage, failure of electricity/gas supply).

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the School Business Manager, the Governing Body/Headteacher reserves the right to terminate the letting with 5 working days' notice.

The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above.

The decision of the Governing Body/Headteacher as to whether a letting should be cancelled shall be binding on the hirer.

#### VAT

Standard rated VAT is payable on lettings of sports facilities, unless the letting is to a school or club that comes within the ten sessions rule (Sports VAT exemption | LBHF) and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. A refund for a cancellation may break the series and result in VAT being chargeable on all the lettings.

Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.

#### **Additional Charges**

If the letting requires staff to attend the school site as a result of an alarm sensor being set off through misuse, there will be a penalty charge of £50 (subject to amendment from time to time) to cover the cost of attending the school site.

Any additional cleaning or repairs to the property as a result of the letting will be charged at commercial rates.

#### **Damage**

The Hirer shall not cause or permit to be caused any damage to the premises or any neighbouring property. If any damage or loss of any kind sustained to the premises including buildings, fixtures and/or fittings, furniture, equipment and/or other chattels therein arising out of or in connection with the hirer's use of the school shall be made good at the expense of the hirer within one month, or, such longer period as the hirer and the school shall agree, to the satisfaction of the school.

#### **Indemnity and Insurance**

The hirer shall indemnify the Governing Body against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Governing Body arising out of or in connection with:

- (a) the hirer's breach or negligent performance or non-performance of its obligations in connection with the letting of the school's premises whether caused by the hirer, its guests or other uninvited persons who attend the hirer's event;
- (b) any repair, damage or loss to the school premises, any items provided to the hirer as part of the letting agreement or other property of the Governing Body;
- (c) the enforcement of the letting agreement;
- (d) any claim made against the Governing Body by a third party arising out of or in connection with the hirer's booking unless such claim is directly attributable to the breach, negligent performance or failure or delay in performance of the letting agreement by the Governing Body; or
- (e) any claim made against the Governing Body by a third party for death, personal injury or damage to property arising out of or in connection with the hirer's booking which is not attributable to the acts or omissions of the Governing Body.

The hirer must complete the Lettings Insurance Cover and Indemnity Form at Appendix 3.

The hirer shall insure, with a reputable insurance company who is approved and regulated by the Financial Conduct Authority, against such funds as the hirer may become liable to pay as referred to in this letting agreement arising out of bodily injury or illness (fatal or otherwise) to any person, and/or costs, fees, expenses, loss or damage cause to property or the premises by any act or neglect of the hirer, his servants, agents, or any person attending the premises by reason of the use of the school premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher/Governing Body and within seven days of a request.

- (A) Nothing in this lettings agreement shall exclude or in any way limit:
  - (a) the Governing Body's liability for death or personal injury caused by its own negligence;
  - (b) the Governing Body's liability for fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be excluded by law.

Without prejudice to paragraph (A), the Governing Body's maximum aggregate liability for breach of the letting agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the total charges received by it from the hirer.

- (B) The Governing Body shall not be liable under the lettings agreement for any:
  - (a) loss of or damage to property belonging to the hirer or its guests or any third party during the letting of the school premises, except to the extent that such loss or damage is caused by the Governing Body or its staff, pupils or contractor's negligence or wilful misconduct;
  - (b) loss of profit;
  - (c) loss of revenue:
  - (d) loss of business; or
  - (e) indirect or consequential loss or damage,

in each case, however caused, even if foreseeable. If non-commercial hirers are unable to provide insurance cover which meets the school's requirements as stated above, cover must be arranged through the KCC Hirers Liability Policy. In these cases the hirer must pay to the school a contribution towards the cost of the KCC Hirers' Liability Policy equal to 3.15% of the total hire charge and this contribution will be in addition to the hire charge itself. The hirer will be responsible for the first £350 of each and every claim.

#### **Statutory Requirements**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

#### Caretaking

The charge for a letting payable by the hirer includes an amount to cover payment for standard opening and closing and caretaking/housekeeping duties. The hirer must adhere strictly to the agreed times or, subject to a caretaker being available, must pay additional overtime.

If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of equipment is required, whether foreseen or not at the time of the contract, the hirer must (if the school agrees to the moving of the furniture or the setting up of the equipment as requested by the hirer) meet the extra costs, which will incur VAT on the whole charge. The hirer must also meet all extra costs incurred in replacing all such furniture and equipment as required by the school.

#### **Entrances**

The school shall allocate an external entrance to the hirer. It is the hirer's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises.

The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting. On completion of the letting or each use of the premises within the letting period as appropriate, a check must be carried out to ensure that all windows and any relevant doors have been shut and secured, and all visitors have left the premises.

#### **Safeguarding**

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to satisfactory Enhanced Disclosure and Barring Service checks.

The governors reserve the right to require the Hirer to produce evidence that satisfactory enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring.

In accordance with the Prevent Strategy, lettings will not be made to any organisation or group with an unlawful or extremist background. The School will undertake further checks as deemed necessary.

If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

#### **Nuisance and Disturbance**

The hirer shall not cause or permit any nuisance or disturbance either to students and staff or to other occupiers or hirers at the school nor to occupiers of neighbouring properties.

#### Fire

The hirer must be aware of the appropriate action to be taken in the event of fire or other emergency. They must know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits. (A copy of the school Fire Evacuation Plan is provided by the Lettings Manager (link given below) and hirers must comply with this.)

Fire Evacuation procedures

#### **Health and Safety**

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 hirers must ensure, so far as is reasonably practicable, that the facilities, the means of access thereto and exit therefrom, are safe and without risk to health. (A copy of the school health and safety policy is provided for hirers. Hirers must comply with this).

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 use of the school's resources is not available.

#### Rubbish

The premises are to be left clean and tidy. All rubbish, empty containers, crates, etc. must be removed from the premises by the hirer immediately after the letting has taken place or each use of the premises within the letting period (as appropriate) and before the caretaker locks up.

Furniture and equipment is to be left as found unless other arrangements have been agreed with the Lettings Supervisor/ or member of the site staff, as specified under the heading "Caretaking" as set out above.

#### **Prohibited Materials and Shoes**

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is prohibited.

#### **Purpose**

The premises shall not be used for any purpose other than that set out in the letting contract nor shall any areas of, or furniture/equipment in, the school (but not included in the letting contract) be used without express permission from the school; in such cases an extra charge may be payable.

#### Licensing

The school is licensed for the public performance of a play, cinematic exhibition, public dancing, singing, music, or other public entertainment. The school's premises licence applies to anyone using our buildings. Save in respect of this licence, the School gives no warranty that the premises possesses the necessary consents for the use that the hirer wishes to use the premises for or that the property is physically fit for the purpose for which the hirer wishes to use the premises.

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise' Licence authorising entertainment, or by applying for a Temporary Event Notice. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

The hirer must have written permission from the school before arranging public performances and for the sale and consumption of alcoholic drinks on the premises. The school is licensed for the sale and consumption of alcohol, but a personal licence holder needs to supervise the selling of alcohol.

Alcoholic drink may not be brought on to the premises while students are present and must be cleared from the premises by the time the event or hire period ends.

#### **Parking**

The hirer is responsible for the control of parking. Vehicles are not allowed on the playing fields and no parking, which restricts the site staff access, or emergency services access, is permitted.

The hirer must separate vehicles and pedestrians on site where the activity permitted in the letting contract poses additional risk.

Parking on the roadway where double yellow lines are displayed is not permitted. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

#### **Public Safety**

- a. All conditions attached to the granting of the license, stage play or other licenses 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:
  - i. 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:
  - ii. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- b. The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- c. The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- d. Performances involving danger to the public shall not be permitted;
- e. 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 Governing Body;
- f. No unauthorised heating appliances shall be used on the premises;
- g. All electrical equipment brought into the building 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;
- h. Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, eg. by national governing bodies of sports, scouts etc.

#### No Tenancy

No landlord and tenant relationship shall be created.

#### **Sub Letting**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### No Smoking

All hirers must respect the fact that Maidstone Grammar School for Girls is a non-smoking site and ensure all visitors to the premises comply with this policy.

#### Food and Drink

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

#### **Betting, Gambling and Lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

#### Nuisance/Disturbance

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

#### Animals

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

#### **Storage Ancillary to the Letting**

The permission of the Governing Body/Headteacher must be obtained before goods or equipment can be left or stored on the premises.

#### **Loss of Property**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

#### **Right of Access**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes. The Lettings Supervisor, Headteacher or members of the Governing Body from the Resources Committee may monitor activities from time to time.

The School retains control, possession and management of the premises and the hirer has no right to exclude the Governing Body or Headteacher from the premises.

#### **Vacation of Premises**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

#### **Headteacher's Approval**

All hire requests must be approved by the Headteacher or a designated representative prior to a letting contract being signed.

No letting contracts will be made with political, extremist or religious organisations save where the Headteacher has approved such a letting in advance

#### **Regulations and Policy Compliance**

All financial transactions relating to the letting contracts shall comply with the KCC regulations and the Maidstone Grammar School for Girls Finance Policy, as appropriate.

#### **Termination of Letting Agreement**

The Lettings Contract shall end on the earliest of:

- the date on which the contract ends
- the expiry of any notice given (if any) by the Headteacher or Chair of Governors on breach of any of the hirer's obligations under the Lettings Contract (and applicable terms and conditions)

• the expiry of not less than 24 hours notice given by the Headteacher or Chair of the Governors.

Termination shall not affect the rights of either party in connection with any breach of any obligation under the Lettings Contract which existed at or before the date of termination.

The Headteacher, or the Chair of Governors, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms of this policy

#### **Governing Law and Jurisdiction**

The lettings contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letting or its subject matter or formation.

#### **Complaints**

MGGS strives to maintain good working relationships with all parties who hire our facilities, and welcome feedback. If you do have a concern or complaint however, please refer to Appendix 4 for more guidance.

#### **Monitoring and Evaluation**

The School Business Manager will review the lettings regularly with the Lettings Supervisor. The success of lettings can be evaluated by the additional income raised for the school, less the costs. Identified costs include, wear and tear to equipment and fabric of the school, additional heating and lighting and attributable staff costs.

#### **Variations**

These conditions of lettings and terms may be varied from time to time including but not limited to any amounts specified herein.

# **Appendix 3 - Insurance Cover and Safeguarding**

Insurance Cover – To comply with the conditions of the hiring agreement.

I hereby indemnify the Governing Body against all claims suffered or incurred by the Governing Body arising out of or in connection with my use of the school premises during my hire in accordance with the Conditions for use for a letting

I maintain a Public Liability Insurance Policy, the details of which are as under:				
Policy Number Expiry Date				
Name and Address of Insurance Company:				
Indemnity Limit:				
Safeguarding				
DfE: After-school clubs, community activities and tuition: safeguarding guidance for providers – updated guidance				
In September 2023, the DfE updated their After-school clubs, community activities and tuition: safeguarding guidance for providers document. This guidance covers advice on what policies and procedures providers should have in place for health and safety, safeguarding and child protection, staff suitability and governance. It applies to out-of-school settings such as community activities (for example, youth clubs), before- and after-school clubs, holiday clubs, supplementary schools (for example, language, cultural and religious), private tuition, music lessons and sports training.				
As a provider of premises to external organisations, this guidance details the safeguarding arrangements that MGGS expects these providers to have in place.				
I acknowledge the importance of safeguarding and that appropriate systems are in place as per the updated guidance from the DfE above				
Signed:				
Position:				
Date:				

# **Appendix 4 - How to raise concerns or to make a complaint regarding** your letting

#### If you have a concern or complaint

We would like you to tell us about it. We welcome suggestions for improving our lettings procedures in school. Be assured that no matter what the problem is, our support and respect for you will not be affected in any way. Please tell us of your concern as soon as possible. It is difficult for us to investigate properly an incident or problem that happened some time ago.

#### What to do first

Most concerns and complaints can be sorted out quickly by speaking with the Lettings Supervisor and seeking a collaborative solution to the problem. He/she will make every effort to resolve your problem informally. He/she will make sure that he understands what you feel went wrong, and will explain the school's actions to you. The Letting Supervisor will ask what you would like the school to do to put things right. Of course, this does not mean that in every case the school will agree with your point of view but it will help both you and the Lettings Supervisor to understand both sides of the problem. It may also help to prevent a similar problem arising again.

#### What to do next

If you are dissatisfied with the initial response, or if you do not want to discuss the matter informally, you can make a complaint to the School Business Manager. This will need to be in writing. A template complaints form is below, at the end of this Appendix. Please use this or include the details set out in the form in your written complaint.

If your complaint is about an action of the School Business Manager personally, then you should refer it to the Headteacher

You may be offered a meeting to discuss the problem. If so, you may bring a friend or someone else for support. An investigation will be conducted by a senior member of staff who may interview any people connected to your complaint. You will receive a written response to your complaint.

#### If you are still unhappy

The problem will normally be solved after your written complaint has been dealt with. However, if you are still not satisfied you may wish to contact the school governors. This needs to be in writing. A governor will investigate and may possibly ask for a meeting subsequent to the investigation. In either event, the governor will provide a written response to the complaint.

# **Complaints Form regarding an external letting**

Please complete and return to the Site Manager pmoon@mggs.org who will acknowledge receipt					
and explain what action will be taken					
Your Name					
Organisation's Name (if applicable)					
organisation 5 (value (ii applicable)					
Details of Lettings Agreement					
Address					
Postcode					
Daytime Tel Number					
Evening Tel Number					
Please give details of your complaint here					
What actions, if any have you taken to try and resolve your complaint					
What actions do you feel might resolve the problem?					
Are you attaching any paperwork?					
Signature					
Date					
For Office Use only					
Date acknowledgement sent By V	Vhom				
Complaint referred to Date	:				

# **Appendix 5 - Letting Prices 2024**

Prices are per hour for week day lets. Please contact the Lettings Supervisor for weekend prices. A weekend charge of £30 flat rate will apply for opening and closing the Sports Hall/Buckland House at weekends.

	2023-24 prices	Regular Booking 10% discount
Tennis Courts (all)	£50.00	£45.00
Tennis Court (individual)	£20.00	£18.00
Gym	£25.00	£22.50
Indoor Rowing	£25.00	£22.50
Sports Hall	£45.00	£40.50
Sports Hall half	£25.00	£22.50
Drama	£25.00	£22.50
Main Hall	£40.00	£36.00
Central	£25.00	£22.50
Central with Cafe	£35.00	£31.50
Training Room	£25.00	£22.50
Dining Hall	£40.00	£36.00
Classroom	£25.00	£22.50
IT Classroom	£25.00	£22.50
Art Classroom	£25.00	£22.50
Food Tech Classroom	£30.00	£27.00
Weekend access charge for main building	£15.00	£15.00

This Contract is made up of:

**The Lettings Policy** 

**Appendix 1 – Lettings Contract** 

Appendix 2 – Conditions for use for a letting

**Appendix 3 – Insurance Cover** 

Appendix 4 – How to raise concerns or to make a complaint regarding your letting and

**Appendix 5 – Lettings Prices**