



COMMERCIAL POLICY

Policy Statement

1. Loughborough Schools Foundation (LSF) recognises and acknowledges the provision of the facilities occupied by Loughborough Grammar School (LGS), Loughborough High School (LHS), Fairfield Prep School (FFD) and Loughborough Amherst School (LAS), for use for both public and commercial usage outside of the normal hours of school operation. The Foundation also recognises that this usage should be appropriate and be provided under strictly monitored conditions.

Purpose

2. This document seeks to establish the policy for the provision of Loughborough Schools Foundation to hire its facilities to third party individuals, groups and organisations (Hirers). It establishes the scope for the allocation of facilities.

Introduction

3. This document forms the Commercial policy effective from April 2017. It will be reviewed periodically by the Chief Operating Officer and the Heads' of Schools.

4. Loughborough Schools Foundation regards the buildings and grounds as an asset for both commercial and community use and will make every reasonable effort to enable them to be used as much as possible. The overriding aim of the Governing Body of Loughborough Schools Foundation is however to enable the Schools to provide the best possible education for their students and any hiring of the premises to third party individuals, groups or organisations should be considered with this in mind.

The Governing Body recognises and supports the following principles:

a. The School premises represent a significant capital investment and should be fully utilised.

b. The School premises are a valuable community and commercial resource.

5. The allocated support services budget of the individual Schools must not be used to subsidise any hirings by commercial organisations, with the exception of approved charitable giving for community provision for example, The Scout Hut. Costs incurred by Loughborough Schools Foundation for charitable bookings will be captured and recorded, regardless of whether or not these are passed onto the Hirer.

6. Use of the premises for activities such as staff meetings, parents meetings, out of school hours learning, study support activities, PA/PTA, concerts, school discos or any other extended hours activities for staff and pupils that support the life of the Schools are considered as School events and do not fall under the remit of the Commercial Department. Any additional costs incurred by any School events e.g. use of Estates labour, will be cross charged to the respective School and will not be charged to the Commercial department.



Definition of a Hiring

7. A Hiring is defined for the purposes of this Policy as “a non exclusive” use of Loughborough Schools Foundation premises (building and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a TV company), or a private individual(s) (such as for the purposes of a Wedding).

Management of Hirings

8. The Commercial Manager is responsible for the management of Hirings, in accordance with The Loughborough Schools Foundation Commercial policy. Where appropriate, the Commercial Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the Hirings policy.

9. If a Head has any concerns about whether a particular request for a Hiring is appropriate or not, he or she may consult the Chief Operating Officer who, if required, will take the matter to a nominated Governor.

Control and Management

10. In order to ensure appropriate control, the availability of assets for use during the agreed times when Commercial activity has primacy will be managed via a Commercial Diary and Bookings System, which will be owned and maintained by the Commercial Department.

11. The Commercial Diary and Bookings System will list all campus-wide assets and the timings of when these are available for commercial use. The Commercial Department will be responsible for all data entry into the Diary System however visibility will be made available upon request.

12. If the Schools wish to secure assets **only** during the times when Commercial has primary use, the Controller of each School diary is responsible for checking with the Commercial Department that the asset is available before booking the School event. If the venue is available and the School wishes to book the asset, notification needs to be given to the Commercial Department so that the booking is noted in the Commercial Diary and Bookings System as unavailable assets for commercial use. At all other times, the Schools do not need to notify the commercial operation of School events.

13. The agreed times when Commercial has primacy of assets are;

Facility	Term-Time	School Holidays
School Halls <u>LGS</u> Hodson Hall Hodson Hall Extension Burton Hall <u>LHS</u> Main Hall	Fri 18:00 to Sun 22:00	Mon to Sun, 24 hours



Facility	Term-Time	School Holidays
<u>FFD</u> Eadon Hall Dining Hall Pre-Prep Hall and Atrium Kindergarten Dining Room <u>LAS</u> Main Hall		
LGS Tower Orangery Sixth Form Centre Quad	Sat 09:00 to Sun 22:00	Mon to Sun, 24 hours
Sports Halls LGS Sports Hall FFD Gym LHS + LAS Sports Centre	Mon to Fri, 18:00 to 22:00 Sat 08:00 to Sun 22:00 Sat 13:30 to Sun 22:00	Mon to Sun, 08:00 to 22:00
Scout Hut	Mon to Fri, 18:00 to 22:00 Sat 08:00 to Sun 22:00	Mon to Sun, 08:00 to 22:00
Swimming Pool	Mon to Fri, 06:30 to 08:00, 18:00 to 22:00 Sat 06:30 to Sun 22:00	Mon to Sun, 06:30 to 22:00
Quorn Playing Fields	Sun 08:00 to 21:00	Mon to Sun, 24 hours
Astro Pitches	Mon to Fri, 18:00 to 22:00 Sat 13:30 to 21:00 Sun 09:00 to 21:00	Mon to Sun, 09:00 to 21:00
Music School Recital Hall The Street MS1 and MS2	Sat 09:00 to Sun 23:00	Mon to Sun, 24 hours
Drama Studio LGS LHS	Sat 09:00 to Sun 23:00	Mon to Sun, 24 hours



Facility	Term-Time	School Holidays
Amherst Chapel and Cloisters	Sat & Sun 09:00 to 20:00	Mon to Sun 09:00 to 20:00
LGS Boarding Houses	n/a	Summer Holidays, per 24 hours for residential Hire

14. The Commercial Department may from time to time wish to hire assets within the period for which the Schools have primacy. In this case it will be the responsibility of the Commercial Department to seek permission from the respective School for the use of these assets.

15. The Head of each school reserves the right to make non-commercial bookings for charitable or reputational reasons within the period for which the Commercial Department have primacy. Where these fall within term time the Heads will give at least two weeks' notice to allow the Commercial Department adequate time to cancel any bookings, and where possible work round the existing bookings so as to minimise the impact to bookings already taken. During school holidays the Heads will liaise with the Commercial Department on locations date and times to minimise the impact on any bookings already taken.

16. The responsibility for communicating booking details to all relevant personnel lies with the Commercial Department. A document of Commercial Activities will be continuously maintained and made available on a shared drive.

The Booking Process

17. There are inevitably a number of ways in which potential customers will contact the Schools to make an enquiry for a potential booking. All enquiries and referrals must be passed to the Commercial Department who will identify the requirement and clarify the availability of the asset(s) for hire with the customer. If the booking falls within the times that Commercial has primacy the Commercial Department will process the booking without needing to contact the schools for clarification on asset availability.

18. No enquiry will become a booking until confirmed by the Commercial Department and a booking confirmation is issued to the Hirer.

19. No booking will be approved without receipt from the Hirer of a signed agreement which will detail the contents of the services to be delivered and the Terms & Conditions of Hire.

Charges

20. All rates charged to Hirers will be based upon making a commercial surplus after costs. VAT will be charged where applicable.

21. No member of LSF staff is permitted to offer free use of LSF assets, or offer any form of discount to Hirers without prior approval from the Director of Operations.

22. A deposit payment will be taken from Hirers who wish to use the Schools kitchen facilities. This will be refunded once checks have been made to ensure the kitchen equipment is returned to the state in which it was found at the start of the booking.



Security Management

23. For commercial activities, a member of LSF staff will be available for the duration of the event. Hirers will also be given the Security telephone number to contact in the event of an emergency.

24. The Commercial Department is responsible for ensuring that all users are aware of emergency procedures and security across the campus for the period of hire.

School Boarders

25. Before a Commercial booking is confirmed for Burton Hall during term time, consideration will be given towards an alternative on-site location for the Boarders to eat their meals. Agreement has been reached for a maximum of three occurrences per term.

26. The alternative locations for meals will be Fairfield Dining Hall / Eadon Hall and Amherst School Refectory. In conjunction with the Catering Manager, one of these venues will be simultaneously booked for the provision of Boarders meals, alongside the Commercial booking.

27. Commercial Department will ensure that Boarding Housemasters are aware of Commercial activities on-site at weekends during term-time.

Safeguarding

28. It may be necessary for the Hirer to undergo an enhanced Disclosure and Barring Service (DBS) check if a Hiring involves contact with children and young people. It is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS code of practice and any relevant safeguarding requirements. A copy of the DBS certificate for the event organiser will be requested for Hirings involving children under the age of 18 and this plus a copy of the child protection policy must be attached to the agreement.

29. Where there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records of all adults (over 16 years of age) in line with the DBS code of practice.

30. The Hirer must be able to provide evidence that satisfactory DBS checks have been carried out for all relevant adults on request, and supply details of the individual responsible for the organisations safeguarding.

31. All children/young people under the age of 18 that attend events at LSF are the responsibility of the Hirer or their parent/guardian.

Car Parking

32. Car parking facilities at all sites can be made available to Hirers. The stipulation for this requirement will be made to Hirers at the point of booking that all vehicles brought onto the premises for commercial activities are the responsibility of the vehicle's owner.

Residential Hiring

33. LSF Boarding Houses may be required for Hirings during the school holidays. The



Commercial Manager will ensure that all LSF personnel, who will be directly affected by residential bookings, are informed during the progress of each enquiry.

34. Any restrictions to room accesses are to be agreed between the Schools and the Commercial Department prior to a booking being agreed.

35. Residential assets will be returned to the Schools in sufficient time to enable essential maintenance and cleaning to be completed and facilities fully prepared for the return/arrival of boarders before the start of each term.

Return of Assets to Schools

36. All assets are to be returned to the Schools by the start of normal School hours in the same condition in which they were received. Any non-compliance of this requirement should be noted to the Commercial Manager at the earliest possible moment, by the respective School and immediate action will be taken to address the shortfall.

Staff

37. The Commercial Department will ensure that there is an adequate number of support staff employed in order to ensure the smooth-running of events. This will cover caretaking, catering, security, grounds and also housekeeping for residential courses. Adult supervision for children on residential courses would be provided by the Agency/Hirer, unless agreed otherwise.

Insurance and Liability

38. All Hirers and members of the participating activities are expected to abide by the terms and conditions of hire. The Hirer is responsible for all loss, theft or damage to their own equipment and belongings from the premises including the car park area, during the period of the hiring or for any loss or damage, including personal injury and death.

39. For Hirers of sports facilities, the Hirers must be suitably qualified through a recognised, appropriate body and hold all necessary insurances. The Commercial Department shall not permit any use of sports facilities to proceed without proof of suitable and sufficient Public Liability Insurance.

40. All third parties for every booking must also comply with all statutory requirements by providing public liability insurance cover (£5M), in respect of their legal liability to pay compensation in respect of accidental death or personal injury or in the case of accident, loss or damage to LSF property.

41. Event Hirers are covered by the cover provided through LSF public liability insurance however any third parties employed directly by the Hirers, are not. In these instances, the third parties must present a copy of their public liability insurance certificate to the Commercial Department prior to the event.

Thomas Burton Developments Limited

42. Thomas Burton Developments Limited operates as the Commercial company for Loughborough Schools Foundation and will produce a set of accounts at the end of each financial year.



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43. The Finance team will produce a monthly financial statement on the Commercial business and present it to the Chief Operating Officer. An annual report on financial performance and observations will be presented for the LSF Subsidiary Trading Committee.

44. At the end of each financial year, a percentage of the surplus made by Thomas Burton Developments will be gift-aided back to the Foundation in order to support the development of school facilities and resources. The decision on the allocation and timing of this will be made by the Chief Operating Officer.