

## Lettings Policy

Last Review: June 2021  
Next Review: June 2022  
Committee: Finance & Premises

### Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used in line with our Community Use policy without causing the school financial hardship. The overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting. Any profit arising from letting the premises accrues to the school's delegated budget. In setting the charging policy for lettings, the school is permitted to cross-subsidise lettings for community use with income from other lettings – provided there is no net cost to the delegated budget.

Community groups may use spaces free of charge as long as a paid hiring is taking place at the same time and it is outside normal school hours. Free lettings for the use of community groups at other times will only be granted if the school finances allow it.

### Definition of a Letting

A letting may be defined as use of the school premises (buildings and grounds) by either an individual, community group or a commercial organisation. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils in a safe environment.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### Administrative Process

Organisations seeking to hire the school premises should approach the school, who will identify their requirements and clarify availability of the facilities. A **School Letting Form** should be completed at this stage. All lettings are at the discretion of the school, and no letting should be regarded as booked until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, together with a copy of the signed **School Letting Form** and the **Terms and Conditions**. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current **Scale of Charges**. Full payment should be received by the school during term time no later than 10 days prior to the hiring.

### Review

This policy and associated documents will be reviewed by the Governing Body on an annual basis.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be responsible for payment of all fees or other sums due in respect of the letting.

### **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 inappropriate background. The hire 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.

If a particular letting involves contact with the school’s pupils, all personnel involved must undergo the relevant safeguarding checks which will be carried out either by the school or by the organisation hiring the premises.

For all lettings involving vulnerable groups, the hirer must comply with safeguarding legislation and is responsible for carrying out the relevant checks.

### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

### **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.

### **Damage, Loss or Injury**

EITHER: The Governing Body has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge.

OR: The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired),

and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. 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.

### **School Equipment**

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. No equipment is to be used without the prior consent of the school. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site must comply with the LBB Code of Practice 21 for electrical equipment (attached).

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. Parking in Westbrook Crescent and Armstrong Crescent is not permitted under the terms of our planning consent and as a courtesy to our neighbours.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

### **Fire Regulations**

The person responsible for the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of schools fire evacuation procedures will be issued to hirers.

### **Food and Drink**

No food or drink may be prepared or consumed on the property to protect the JCoSS kashrut policy and in line with current food hygiene regulations, with the exception that cold drinks may

be brought on site. Kosher catering can be arranged through the school's own caterer. All litter and food debris must be placed in the bins provided.

### **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises without written permission from the school.

### **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted.

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and or the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Sub-letting**

The Hirer shall not sub-let the premises to another person.

### **Site Staff**

In the case of a community use letting for which there is no charge, the Governors will bear all costs including caretaking, cleaning and security.

### **Security**

Security staff must be in attendance and will be organised by the school.

### **Licences**

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time or delegate responsibility to a member of staff to do so.

### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to or if there are excessive cleaning requirements, an additional cost may be charged.

### **Vacation of Premises**

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

### **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the school a week prior to distribution by the Hirer.

**Car Parking**

The Hirer, subject to availability, may use the school car park at their own risk. The school does not accept liability for any loss or damage that may occur to vehicles that use its car park.

**In the event of a breach of these terms and conditions by the Hirer, the school may terminate the Let with immediate effect.**

I have read and understood the above terms and conditions and agree to be bound by them

Signed on behalf of the Hirer.....

Date.....

Signed on behalf of the School.....

Date.....

**APPLICATION FOR USE OF SCHOOL PREMISES**

This application form must be completed by any person or organisation wishing to hire the premises. The application form must be returned to the school not less than twenty one days before the proposed use and payment must be received, in full, ten days prior to that date.

Please complete this form in BLOCK letters.

<b>Organisation Name</b>		
<b>Designated person in charge</b>		
<b>Contact No</b>		
<b>Address</b>		
<b>Purpose of Use</b>		
<b>Number of people attending</b>	<b>Over 18</b>	<b>Under 18</b>

Accommodation required

Space	Day(s) of week	Date from	Date to	*Times	Hourly rate
Sports Hall					£75
Activity Studio					£60
All Weather Pitch (no floodlighting)					£80
Changing Rooms / Showers					£10 (per session)
Dance Studio					£60
Large Hall					£100
Drama Studio					£50
Hall & Drama Studio together					£130
Hall, Drama Studio and Reception area					£220
Small Hall					£75
*Classrooms / Seminar rooms					£35-£50
Other:					
Other:					

\*Classrooms and seminar rooms are available to hire with one of the other spaces. If this is the only room type required a minimum of two must be booked.

Equipment	Quantity/ Arrangement
Chairs	
Tables	
Catering	Y / N (by arrangement with the school caterer)
Other:	

Please contact us to arrange a visit to view the space and discuss your requirements in more detail. A meeting with the Caterer can be arranged by the school.

Signed:

Name:

Date:

- If your booking starts from 7.30pm onwards during term time or from 5.30pm during school holidays, or at the weekend then a minimum 4 hour let applies. Shorter lets can be booked during the day in school holidays and in the evening when the start time is a continuation of our regular hours, 7pm in term time and 5pm holiday time. Bookings outside of the core hours may incur an opening / closing charge.