



# LETTINGS POLICY AND AGREEMENT

## 1.1 INTRODUCTION

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds (“the premises”) are available for community use. Where there is a conflict between a Hiring and a school event priority will always be given to school events.

### 1.1.1 Definition of a Hiring

A hiring may be defined as:

*‘any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged’.*

It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### 1.1.2 Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Governors’ Finance Committee.

#### Charges for 2021-22 – all charges plus VAT

##### Regular rates

Weekdays £17.50 per hour (min 2 hours) plus VAT

Weekends £27.50 per hour (min 2 hours) plus VAT

MUGA £17.50 per hour plus VAT

Sports Pitch £15 per hour plus VAT

##### TLC card holder concessions:

Weekdays £14.50 per hour (min 2 hours) Plus VAT

Weekends £22.50 per hour (min 2 hours) plus VAT

MUGA £14.50 per hour plus VAT

Sports Pitch £12 per hour plus VAT

Long term lettings by negotiation.

## 1.2 APPLYING TO USE THE SCHOOL

Application to use the school premises should be made in writing to the Headteacher or Business Manager using the premises application form. Applications should be submitted at least 14 days before the event where possible. Bookings can only be processed when the school is open. (i.e during term time)

Booking of the facilities can only be undertaken during the school’s operating hours and in accordance with this policy. The school will offer both casual use (pay as you play basis) and block bookings up to a term at a time. The school may also require these facilities during both term time and holiday periods for community organised and school events, but this will be on first come first served basis between the school and local community.

The Academy agrees to make the Facilities available for Community Use (subject to demand) at the times outlined below:

Term Time                    1815 hours to 2100 (week days)  
                                      0900 hours to 2100 (weekends)

School Holidays:        0900 hours to 2100 (weekdays)  
                                      0900 hours to 2100 (weekends)

Additional hours required outside of the above Community Use Times will be offered subject to availability and at the Academy's discretion

If the Head has any concern about the appropriateness of a particular request for a letting, she will consult with the Chair of governors, who has the authority to determine the issue on behalf of the governing body. The governing body has the right to refuse an application 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 confirmed in writing. The name of the school should not be associated with any booking without the written approval of the Business Manager.

### **1.3 HIRE AGREEMENT**

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

The hire agreement must be signed and returned to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and the Business Manager on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting. 50% of the total booking cost will be payable to secure the booking which is non-refundable and the remaining 50% will be due 14 days before the booked date. If this is not paid the school reserves the right to cancel the booking.

Long term lettings can be paid in instalments in agreement with the Headteacher/School Business Manager.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

#### **1.3.1 Termination of Hire Agreement**

The Head, or the Chair of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached, or where the hiring of the premises by a given individual or organisation places the school's reputation at risk.

### **1.4 COMPLAINTS**

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website.**2.0 TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES**

These terms and conditions must be complied with.

The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **2.1 STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. (See 1.2).

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.

The school reserves the right to obtain references from employers and / or previous lettings premises to ensure the status of the hirer is as stated at the time of booking.

Any change in the status of the hirer which may adversely affect the school's reputation may result in the termination of the agreement. This can include (but not exclusively), dishonest conduct, change in DBS circumstances, police caution or charge, complaints from surrounding buildings during the letting time.

## **2.2 DISCLOSURE BARRING SERVICE (DBS)CHECKS**

It may be necessary for the hirer to undergo a criminal records check via the disclosure barring service. If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Business Manager, to demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the DBS for the event organiser may be requested for lettings involving children under the age of 18.

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

The Hirer may be required to provide evidence that DBS checks have been carried out for all relevant adults on request.

Should there be any change, or potential change to a hirer's DBS status, it is their responsibility to self-disclose this information to the Headteacher. Failure to disclose this will result in the immediate termination of the contract. Following any self-disclosure the Headteacher and Chair of Governors reserves the right to suspend or terminate the letting agreement at their discretion to ensure the safety and wellbeing of all concerned.

## **2.3 INDEMINITY AND INSURANCE**

Lettings are made on the agreement that the Governing Body is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the governing body.

The hirer shall insure with a reputable insurance office approved by the governing body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the governing body, the insurance cover shall provide a limit of 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 hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Business Manager or governing body within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises. Please ensure that any third parties you hire (eg bouncy castles) have adequate insurance.

## **2.4 STATUTORY REQUIREMENTS**

The hirer must not do anything or permit any action 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 effected in respect of the premises from time to time.

## **2.5 LICENCES AND PERMISSIONS**

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.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice

The Business Manager must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the

Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

## 2.6 PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school website. 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:

- a) 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;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Business Manager;
- e) the hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- f) the hirer is responsible for communicating the information in 2.6.e. above to anyone attending the event or activity;
- g) performances involving danger to the public shall not be permitted;
- h) 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 Business Manager;
- i) no unauthorised heating appliances shall be used on the premises;
- j) It is the hirers responsibility to ensure that all electrical equipment brought onto the premises has been subject to regular PAT testing, this includes any third parties hired, for example bouncy castles and discos. 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.
- k) 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, e.g. by national governing bodies of sports, scouts etc.

## 2.7 FIRE SAFETY AND EVACUATION

***If the building is staffed:*** The member of staff on duty will undertake the duties of Fire Warden and will be responsible for ensuring that the premise is safely evacuated.

However, it is not physically possible for one person to check the whole building and those hiring any part of school, for example the hall they will be responsible for the safe evacuation of all members of their group and for reporting to the member of staff on duty that all members are accounted for.

***If the building is not staffed except for opening and closing:*** The hirer will be responsible for ensuring that his or her group leaves the premises quickly and safely by the nearest exit. If safe to do so, please call the Fire and Rescue Service Brigade.

### 2.7 The Hirer's Responsibilities

It is the responsibility of the hirer to complete the following:

- To ensure the site is not used during the letting and inform unauthorised users that they should leave the site. If they are uncooperative please inform the school or phone the police.
- To ensure unauthorised users do not use school property and resources.
- To maintain the school, its property and resources to its usual high standard.
- To report any issues of health and safety or damages with the premises or equipment to the school immediately.
- To ensure the site is clear and tidy before exit and no rubbish is left behind.
- To ensure they do not leave the site before a member of staff is present to lock the site – unless they have been trained as a key holder. In this case they must ensure the site is locked and car park barriers raised.
- To ensure that the premises are left in the same condition they are found and any furniture or equipment moved is returned to its original position.

### 2.7.1 Signing In/Out

There is a signing in system for visitors at reception but this is not practical for lettings. Hirers/Group Leaders will be asked to sign in on arrival, on behalf of their group. As before, the Hirer/Group Leader is responsible for ensuring that the members of their group know what to do in the event of an emergency and they should keep a register of persons present so that there is a check list to account for all those on site.

### 2.7.2 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.

### 2.7.2 First Aid Facilities

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 permitted.

Please note if a person is injured as a direct result of a fault of the premise or activity and is taken straight to hospital after an incident, the accident must be reported to the Health and Safety Executive under RIDDOR. **Please report any such accident to of member or staff** and the School will complete the necessary paperwork. The details required are:

- The name and address of the injured person
- Details of the accident,
- Name and address of any witness(es).
- This must be done within 48 hours of the accident.

### 2.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No blue tak, 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. **The school reserves the right to pass on to the hirer any costs incurred in making good damage caused during a letting.**

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear e.g. Stiletto heels liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Bouncy castles may be used with prior agreement from the school.

### Tables and Chairs – what are available for use

### 2.7.4 Food and Drink

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the Business Manager in line with current food hygiene regulations. Where food is served the hirer may be asked to provide food preparation certificates for the relevant personnel.

\*No nuts or food containing nut products should be brought onto the school premises

### **2.7.5 Kitchen/Food preparation\*, Facilities and Equipment**

Third parties shall only be permitted to share use of the school's kitchens and/or equipment where they can demonstrate that the personnel involved have appropriate qualifications.

The 'Practical Room' is available for hirers, where a kettle, hot water urns and washing up facilities are available along with cleaning products and equipment such as disinfectants, mop, bucket, hoover and dust pans. Please ensure you leave the facility in the same condition as you found it. Extra charges may apply should the premises be left in disarray.

### **2.7.6 Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

### **2.7.7 Smoking**

Smoking is not permitted on any of the school premises. This includes all of the school grounds.

### **2.7.8 Betting, Gaming 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.

### **2.7.9 Nuisance/Disturbance**

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

The hirer must dispose of any rubbish or waste materials themselves. The school bins are not to be used.

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

### **2.7.8 Rules**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

### **2.7.9 Charges and Cancellations**

The hirer acknowledges that the charges are as set out including any review arrangements specified.

The governing body may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the hirer, provided that in each circumstance at least 28 days notice is given. Cancellations made less than 28 days before the event date will be charged in full. The deposit is non-refundable.

The governing body may cancel a letting giving 28 days notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitates the cancellation of an event with less than 28 days notice the governing body may offer alternative accommodation and a full refund.

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

(including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the governing body). The decision of the governing body as to whether a letting should be cancelled shall be binding on the hirer.

Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.

Where the premises are not left in their original condition the hirer will be responsible for paying any costs associated with full re-instatement.

Payments are to be made at least monthly in advance of the letting. Non-payment will result in the immediate termination of the letting.

#### **2.7.10 Sub-Letting**

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

#### **2.7.11 Storage Ancillary to the Hiring**

The written permission of the Business Manager must be obtained before goods or equipment are left or stored on the premises. The school accepts no responsibility for items left on the premises.

#### **2.7.12 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.

#### **2.7.13 Car Parking**

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Users of the school should avoid undue noise on arrival and departure. The car park gate accessing the playground is not to be opened without prior arrangement.

#### **2.7.14 Toilet Facilities**

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

#### **2.7.15 Vacation of Premises**

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

#### **2.7.16 Complaints**

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school website.

#### **2.7.17 Use of outdoor space**

When hiring the hall space use of the playground is not permitted without prior arrangement. No use of the area under the canopy under any circumstances.

#### **2.7.18 Opening and locking of premises**

A member of school staff or a representative from a security company called Business Watch will be present to unlock the building at the start of your booking and again to secure the building at the end of your booking. It is the hirers responsibility to ensure that Business Watch are present to secure the building on your departure. In the event of an early finish or any other issues regarding locking and unlocking the site, please contact them on 01952 582092.

**2.7.19**

A refundable damages deposit of £50 may be requested 14 days before the hire commences.

