



# St Peter & St Paul

CofE Primary School

## Lettings Policy

### 2019 - 23

(This policy has been drafted having regard for the school's Christian ethos.)

	Date	Signed
Agreed by Staff:	October 2019	Mr Steven Ginn Head Teacher
Agreed by Governors:	October 2019	Mrs N Ford Chair of Governors
Lead:	Finance & Resources Committee	
Review date:	October 2023	

### Our School Mission Statement

We see it as our mission to grow the whole child - intellectually, emotionally, physically, socially and spiritually. To provide them, within a Christian environment, with every learning opportunity possible and to empower them to be the leaders of tomorrow.

# LETTINGS POLICY

## Rationale

The Head Teacher and Governing Body recognise the role of the school within the community and welcomes the use by hire of designated areas within the School's premises for a variety of community and leisure purposes unless required by the school.

## Aims

To ensure that the conditions of letting are clear to all parties involved. With this in mind, a copy of the Letting Policy will be sent to the Hirer when the initial enquiry is made and the School will instruct the Hirer about the conditions of letting using the check list (see Appendix A)

## Categories of Lettings

The use of the school premises is divided into the following three categories:

- i. Community and Leisure Learning (e.g. adult education)
- ii. Private (e.g. Wedding Receptions)
- iii. Commercial (eg. For meetings)

## Charges

The Governing Body will make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix B.

Letting fees are reviewed annually by the Governing Body.

Use of the school premises by the school, or on behalf of the school (e.g. FOES) are not subject to the charging elements of this policy.

## VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

## Application Procedure

- a) At least two weeks notice needs to be given before the first day of the proposed letting. In the case of block bookings, four weeks notice should be given. The person signing the application form will be considered to be the Hirer.
- b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- refuse applications without giving a reason

- have a representative present at any function
- terminate any activity not properly conducted

When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

## **Conditions of Use**

### **a) Security of the Premises**

Entrance to the school will be via the Main Entrance. An employee of the All Saints Schools Trust will be responsible for opening the premises and for securing the premises after the event.

### **b) Use of Facilities**

- 1) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc, unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings, or school equipment.

The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

- 2) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- 3) The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.
- 4) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
- 5) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

- 6) The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- 7) A toilet is available in the upper practical area.
- 8) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.
- 9) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.
- 10) The school reserves the right to levy an additional charge to cover:
  - any additional cleaning that may be required after an event
  - the cost of repair of damage to the school fabric or equipment
  - the cost of replacement of any items of school equipment if uneconomical to repair
- 11) The Hirer will have access to the school telephone via a classroom (Year 5). However hirers are urged to consider acquiring a mobile telephone for use in an emergency.
- 12) Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a license. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
- 13) Smoking is not permitted anywhere in the school building or grounds.
- 14) Animals, other than Companion Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.
- 15) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

**c) In the event of an incident, fire or near miss**

The school must ensure that Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

**d) In the event of fire**

The Hirer will call the Fire Service (if school staff are not present and supporting the activity) All users will evacuate the building via the nearest fire exit and muster at the designated point.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the Incident Report form, available from the school office.

## **Licenses**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and multi academy trust against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

## **Insurance**

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer shall indemnify the multi academy trust when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the MAT or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the multi academy trust for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

## **Cancellations**

a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The multi academy trust and the school

will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

## Appendix A – Letting Checklist

	<b>DETAILS</b>	<b>SCHOOL</b>	<b>HIRER</b>
<b>1</b>	<b>Lettings Policy supplied and received.</b>		
<b>2</b>	<b>Application form completed</b>	<b>NA</b>	
<b>3</b>	<b>Fire procedures explained and fire risk assessment document supplied.</b>		
<b>4</b>	<b>Security procedures established.</b>		
<b>5</b>	<b>Financial agreement in place.</b>		
<b>6</b>	<b>Hirer’s risk assessment and insurance checked</b>		

## Appendix B - Lettings Application Form

### Part one: FACILITIES REQUIRED

Facilities required:
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### Part two: HIRER and LETTING DETAILS (to be completed by the applicant)

Name of Hirer:

.....

Full Postal Address: .....

.....

Telephone Number: ..... Email address: .....

Name of Organisation: .....

Activity of Organisation:

.....

**Dates of Hire:**

Start day: ..... End day: .....

Frequency of use: .....

Start time: ..... Finish time: .....

*(Please allow time for preparation and clearing up)*

**Fee (specify rate per hour or per session):** £.....

Will any children (persons under the age of 18) or 'Vulnerable Adults' be on site as a result of this letting? **YES / NO** (delete as appropriate)

Details of any of the hirer's equipment or property to be brought on site (

Details of any food, refreshments, or goods to be brought onto the premises or sold

Details of any performances of dramatic or musical work and the intended use of sound recordings  
(please refer to clauses 51 and 52 of the terms and conditions)

Details of any alcohol to be brought on site (only with prior, written approval of the headteacher)



**Part three: DECLARATION**

**HIRER** (to be completed by the applicant and returned to the HEADTEACHER with all necessary documentation)

1. I declare that I am over 18 years of age and that the information provided on this form is correct.
2. I declare that I have read and understood the terms and conditions of hire which form an integral part to this agreement and by signing below I accept and will comply with these terms and conditions.
3. I understand that this booking is for a fixed period and that academy events take precedence over this booking. The booking is therefore subject to cancellation at any time although the academy will endeavour to give as much notice as possible.
4. I have enclosed all the items on the safeguarding checklist if the letting involves children or vulnerable adults.
5. I confirm adequate and appropriate insurance cover is in place and enclose a copy of public liability insurance
6. I confirm that I have completed the Health & Safety induction with the Premises Manager
7. I confirm that I will amend and distribute a copy of the letter provided to me by the Premises Manager to all site users associated with my letting.

Signature of Hirer: .....

Name in full: ..... Date:  
.....

**SCHOOL** (Section A or B to be completed by the Head Teacher)

**A I APPROVE this application and can confirm that:**

1. I reviewed and am satisfied with the safeguarding evidence provided
2. I have undertaken a health and safety induction with the applicant
3. The applicant has suitable public liability insurance in place

Signature of Premises Manager: .....

Name in full: ..... Date:  
.....

**Or**

**B I DO NOT APPROVE this application because**

.....  
.....

Signature of Head Teacher: .....

Name in full: ..... Date:

## Appendix C - Hourly Charges

Evenings Monday - Friday

£10 per hour - £15 per hour after 10 p.m.

Weekends

£15 per hour - £20 per hour after 10 p.m.

### **Note:**

Personal and Commercial lettings will require a deposit of £50 to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state
- or
- chargeable breakage(s) occur

This money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

## Document History

Version	Date	Comments
Issue 1	October 2019	Drafted in line with model policy