

# Lettings Policy

## **HIRING OF SCHOOL PREMISES**

### **Conditions of Hire**

1. The Hirer and Guarantor, who both must be over the age of 18 years, must sign the application form and will now be referred to jointly throughout the document as the "Hirer."
  2. Payment for hire must be received no later than 14 days prior to the date of proposed use, remittances to be sent to the School at
  3. The Hirer shall be entitled to cancel the proposed hiring and to the return of any appropriate fees paid to the School, if written notice is received by the School at the above address at least seven days prior to the proposed date of hiring. If written notice is received by the School less than seven days prior to the proposed date, any fees paid by the Hirer will not be refunded. If the Governors cancel any hiring any fees paid by the Hirer will be refunded.
  4. The School Governing Body reserves the right to:
    - Cancel the hiring at any time without reason and in such event, shall not be liable for damages or otherwise in respect of such cancellation;
    - Cease the hiring if the hirer fails to comply with the fire and health and safety regulations or any of the Conditions of Hire.
  5. The Hirer shall not assign or sublet the premises or any part of the premises.
  6. Authorised Officers of the Local Authority or Governing Body may enter the premises at any time for any reason during the period of the hiring.
  7. The Hirer is responsible for the area of the premises hired and access and egress routes for the period of hire.
  8. It is the responsibility of the Hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If, in the opinion of the Supervisor or Governing Body, the premises are not left clean, the cost of cleaning the premises will be recovered from the Hirer.
- Any school equipment or furniture that is broken or damaged will be the Hirer's responsibility and the cost of repair/replacement will be met by the Hirer.
9. When classrooms are hired for use, the Hirer will be responsible for ensuring that pupil's property, work and school equipment is not interfered with in any way.
  10. Any damage, litter or disorder upon your arrival to the premises, should be reported to the Supervisor on site and later to the Governing Body.
  11. When you specify the time required on the application form, please include the preparation time and cleaning up time you require.
  12. No intoxicating liquor shall be included in the refreshments available at any function held on Education premises without the written consent of the Governing Body. The Hirer shall not sell intoxicating liquor on the premises without the written consent of the Governing Body and the Hirer shall previously obtain any necessary licences and approvals which shall be produced to the Head teacher prior to the date of hire.
  13. No adaptations, modifications, or additions may be made to any part of the electrical installations without previous consent in writing of the Governing Body and any alterations and additions as may be

authorised, shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be reinstated forthwith at the expense of the Hirer to the Governing Body's satisfaction.

14. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Local Authority and shall be reinstated forthwith at the expense of the Hirer to the Local Authority's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on to the Education Premises nor taken away while the premises are in normal use. Storage facilities cannot normally be provided. Any property not so removed by the Hirer may be removed by the Governing Body at the Hirer's risk. The cost of such removal together with the Governing Body's storage charges which are recoverable from the Hirer.
15. Bills of announcement of meetings or any form of advertising of forthcoming events taking place in the Education premises may only be displayed on Education premises by agreement with the Governing Body.
16. All public announcements of any functions or event for which the hiring is made and all admission tickets and other documents issued in connection therewith, shall contain in a conspicuous position, the name and address of the Hirer and the purpose of event.

## HEALTH AND SAFETY

17. There will be **NO SMOKING** on Education premises.
18. All statutory requirements, including but not limited to those relating to health and safety and public entertainment licences, must be strictly complied with by the hirer. Film, music, dancing (including disco) and stage events must be considered to be public entertainments. It is the hirers responsibility to inform the Local Council's Licensing Officer and ensure the appropriate license is obtained.
19. Permission to use the premises will not be granted if, in the opinion of the Governing Body, it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with school activities.
20. If the Hirer or persons on site for the purposes of attending an event enter areas of the school not hired to them and set off the alarm system, the cost of re-setting the alarm will be sought from the hirer.
21. The Hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the period of hire.
22. The Hirer must ensure that persons on site for the purposes of attending an event entering and leaving the premises do not create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with school activities
23. At no time during the hiring may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.
24. Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of the organisation may enter the premises unless the Hirer (or deputy previously notified to the Governing Body) is present on the premises and

members of the organisation may remain on the premises only as long as the Hirer or his deputy is present on the premises.

25. All electrical equipment bought on to the premises must be in compliance with the statutory PAT testing, and evidence provided.

### **ADDITIONAL FACILITIES**

26. Chairs and furniture may not be removed from classrooms or staff rooms without written permission of the Governing Body. Chairs must not be removed from the school premises for use on playing fields or playgrounds unless prior approval has been obtained from the Governing Body. It is the Hirer's responsibility to arrange all furniture and clear it away after use.
27. Handicraft, domestic science, science laboratories, workshops, staff rooms, school offices and other specialist rooms, excluding Sports Hall, are not normally available for use by general public and any such use will be granted only in exceptional circumstances at the discretion of the Governing Body, who will ensure that such use, when granted, does not impair the efficiency of these rooms for their normal purpose.
28. The use of school facilities, such as audio visual equipment, computer equipment, etc., is not allowed unless approved in writing by the Governing Body.

- The Governing Body must be advised if food will be brought onto the premises.

Access to the kitchen will not be allowed unless permission has been obtained following a separate application to the school's Catering Contractor.

- In addition, for large scale catering, Hirers can choose to bring their own caterers in, but must pay for the Local Authority Catering Contractor on site supervision for the period of use. Alternatively, Hirers can request a full catering service from the Contractor at a negotiated price.
29. The use of school playgrounds for car parking by Hirers is subject to the approval of the Governing Body. The parking of vehicles will not be permitted on any service road or approach drive where such parking would impede the easy passage of emergency services or obstruct residents' driveways. Parking is not permitted on any of the grassed areas.
30. The hirer to furnish the school with:
- types of activity to be followed
  - names of addresses of persons using the facilities
  - numbers attending per session

### **Indemnity & Insurance**

31. The Hirer will indemnify, and keep indemnified, The Willows Primary School in respect of any liability for death or bodily injury to any person, loss of damage to the premises, fixtures equipment or any other property whatsoever, and all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from the hiring or any breach of the Conditions of Hire.

32. The hirer shall obtain Public Liability insurance to cover legal liability for death or personal injury or damage to the premises or other property and equipment for a limit of indemnity of not less than £5,000,000 and shall provide a copy of the policy or such other reasonable evidence which the school may require.

### **Security**

33. The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Head teacher to insist upon a caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

These conditions will supersede all previous conditions relating to the occupation of the school premises outside normal hours and may be subject to alteration at any time.

**The governors will review the policy and the scale of hire charges on an annual basis.**

Sample Template

# The Willows Primary School

## Lettings

Last reviewed: Aug 2015

### Rationale

The Governing Body of The Willows Primary School are aiming to develop local community links, by approved lettings of the school premises. Any applications for lettings will only be considered and granted at the discretion of the Governing Body.

### Purpose

The school premises is provided essentially for educational purposes, and must not be let in such a manner as to prejudice their use for this purpose.

### Guidelines

#### Finance

Regulations require schools to maintain proper financial records. Monies related to lettings will be subject to these regulations. Charges for lettings will relate to the nature of the letting; the janitorial hours involved and any heating or cleaning required. Costs of the letting must be covered by the income generated, so that the school budget does not subsidise usage.

#### Insurance

A Letting Agreement will be in operation. This will enable the school insurance policy to function during use of the premises, provided the terms of the agreement are kept. This will not cover any negligence on the part of the Hirer, who can take out additional insurance cover.

#### Conditions of Use

1. Any letting is at the discretion of the Headteacher and Governors.
2. There is NO SMOKING allowed in any part of the school buildings.
3. Apparatus, furniture and equipment shall only be used with prior consent and for their proper purpose.
4. The hirer shall be responsible for reimbursing the full cost of any

- damage to premises, furniture, apparatus and equipment.
5. Parking shall be only in approved areas, and persons bringing any vehicles onto the premises do so at their own risk.
  6. All reasonable safeguards will be observed related to health and safety, safeguarding and security considerations.
  7. The hiring body shall comply with any additional conditions the City Council, Headteacher or Governing Body may require
  8. Breach of any condition will result in immediate termination of contract.
  9. One months notice on either side for cancellation of agreement.
- (see Letting Agreement for any specific arrangements).

#### Conclusions

Reference may be made to the Health and Safety Policy and the guidelines which accompany it, and the Security Policy. A copy of these will be given to the Hirer.

#### Monitoring

The letting arrangements will be monitored by the Headteacher and Caretaking staff, who will report to the Governing Body. Charges will be reviewed by the Finance Committee on an annual basis.

**Name of the Hirer / Organisation**

**Purpose of the Letting**

**Time and Duration of the Letting**

**Facilities Required**

**Conditions of the Letting**

These will be as stated in the Lettings Policy, plus additional conditions stated here:-

E.g. which rooms in use, toilet arrangements, start and end times of session etc

Toilets can be accessed immediately outside the Hall area.

- **Breach of any condition will result in immediate termination of contract**
- **One months notice on either side for cancellation of agreement**

**Charges**

£20 per hour between the hours of 07:00 hrs & 18:00 Hrs.



All payments to be made into our account:

Lloyds Bank PLC

A/c

S/c

**I agree to abide by the conditions of letting specified.**

**Signed: -**

**Print name**

**Address: -**

**Telephone: -**

**Official Position (if applicable)**

**Dated: -**