



# Lettings Policy

<b>Produced by</b>	Lum Head Primary School
<b>Date approved and agreed by Governing Board</b>	March 2017
<b>Date Amended</b>	March 2017
<b>Review Date</b>	March 2020
<b>Governor responsible</b>	Una Devlin and Louise Skelhorn

**School Lettings Policy**

## **2017/2018**

### **Policy Statement on the Use of Premises**

This policy sets out the principal terms and conditions of any letting of the school premises. Additional arrangements may be necessary for each specific let. It is the Governing Bodies policy to maximise the use of the school premises.

### **Management and Administration of Lettings**

The Governing Body has elected to manage its own premises use subject to direction by the LA or any statutory requirements. The school's delegated budget share must not be used to subsidise any non school use of premises and grounds (eg. lettings).

### **Definition of a Letting**

A letting is defined as 'any community use of the school premises and /or grounds outside of the school day and not associated with the corporate life of the school'.

Use of the premises associated with the corporate life of the school includes activities such as staff meetings, parents meetings, governors meetings and extra curricular activities of pupils by school staff. Costs arising from these uses are a legitimate charge against the schools budget.

### **Restrictions on a Letting**

A letting **MUST NOT** give full-time exclusive use of all or parts of the premises or grounds. Any equipment provided by the hirer **MUST** be removed from the site or stored as agreed by the school and **MUST NOT** restrict the use of the facilities by the school or other approved organisations. A letting must not interfere with the primary activities of the school.

### **Categories of Lettings**

- Community education activities and programmes directly sponsored or controlled by the LA (eg. adult education, youth service and in-service training)
- Activities that the LA wishes to support and develop under its subsidised lettings policy eg. neighbourhood watch, scout and guides.
- Lettings approved by the Governing Body

- The Governing Body may decide to develop a policy of subsidy for certain categories of its own lettings, the funding for which MUST NOT come from the schools delegated budget share, unless it can be shown to be “for the purposes of the school” as required by the Education Act 1988.
- Lettings made under statute e.g. Local Elections, etc

### **Lettings Charges**

The governing body is responsible for setting charges. The charges will cover all the costs involved and MUST NOT knowingly provide subsidy from the schools delegated budget share.

The charges will be reviewed annually, during the spring term by the Finance committee for implementation from 1<sup>st</sup> September.

Full charges list available upon initial lettings request.

### **The Administrative Process**

#### **Initial Approach by Potential Hirers – Appendix A**

To be made to the Head Teacher who will identify their requirements and the facilities available (initial request form). These details will then be shared with the Finance Sub-committee for agreement.

The Governing Body has the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given in writing. No public announcement of a function to be held should be made until the booking has been formally confirmed.

Once a letting has been approved a letter of confirmation should be sent to the hirer, setting out the full details of the letting, enclosing a copy of the lettings terms and conditions and requesting payment by cheque or cash in advance of the booking. In the event of failure to pay the fee, the premises will not be made available.

### **Subsidy**

No subsidy - Full rate to be reviewed annually for clubs charging participants

## **Terms & Conditions for the Hire of Lum Head Primary School – Appendix B**

All conditions will be adhered to:

The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the LA or their lawfully appointed agent.

### **Regulations**

The Hirer is to observe the appropriate rules and regulations imposed by the school in respect of the premises and the school site. All persons hiring the school premises will be expected to conform to the relevant Health, Safety, Environmental and Fire regulations.

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

The hirer shall effect Third Party (public liability) Insurance within a minimum indemnity limit of £2m for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

A certificate of insurance should be given to the school for confirmation. A copy will then be kept on the school file. It is the responsibility of the Hirer to issue an annually renewed insurance certificate to the school on reapplication.

The LA/school will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises.

The school will be responsible for the insurance of the premises through the LA.

### **Protection of Premises and Moveable Property**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures part of the school fabric will be permitted. In the event of any damage to premises or property the LA shall make it good and the Hirer shall pay the cost of such reparation.

### **Repairs**

The Hirer is to accept the premises in their present condition and to be responsible for all necessary repairs to, and decoration of, the premises and is to return them at the end of their occupation in no worse condition than they are at present.

### **Cleaning**

The Hirer shall be responsible for keeping the premises in a clean and tidy condition and in particular for ensuring that the toilets are left in no worse condition than they were found.

### **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 must adhere to correct adult to pupil ratios at all times and this must be stipulated in the agreement.

The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

When staging is present in the hall, no use is to be made of it and all people must be closely supervised.

### **Access to a Telephone**

There is no legal requirement to provide access to a telephone within the school premises. However Lum Head School is prepared to allow access to the office phone for emergency use only. A record of the call made must be logged in the logbook.

### **First Aid Facilities**

There is no legal requirement to provide first aid facilities for hirers. It is the Hirers responsibility to make their own arrangements i.e. Trained personnel and provision of first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available. An accident record book must be maintained.

### **Status of the Person Applying for the Letting**

Lettings should not be made to persons under the age of 18 or to any organization or group with an unlawful or extremist background. Therefore all persons must have DBS clearance. The Hirer needs to be responsible for all vetting procedures for all their staff and volunteers. They keep the records that Lum Head Primary School are entitled to check at any time, including any public liability insurance certificates or first aid certificates. When lettings involve access to Lum Head Primary School pupils all the personnel involved must have DBS clearance. All adults working with pupils must be appropriately qualified and sports coaches must follow LA guidelines and checks.

### **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 LA against all sums of money which the LA may have to pay by reason of an infringement or copyright or performing right occurring during the period of hire covered by this agreement.

### **Subletting**

The Hirer shall not sub let to another person.

### **Alcohol**

No intoxicants shall be brought on to or consumed on the premises without the prior approval of the LA or governing body and the successful application for a relevant license.

### **Smoking**

All the school is a non-smoking area. Smoking is NOT permitted on the premises nor is the use of e-cigarettes.

### **Shoes**

If activities involve outdoor use, please ensure the appropriate foot wear is worn and is cleaned before re-entering hall.

### **Vacation of Premises**

The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising pupils until they are collected and ensuring named adults collect them.

In the event of an emergency the location point is at the far end of the playground. You must have immediate access to your members contact details. Use of the school phone is available with location address and appropriate contact information to hand. Please familiarize yourselves with emergency exits and ensure members are aware of evacuation procedures.

### **Access**

The Hirer will be responsible for securing and alarming the premises after use. If keys to the building are given to the Hirer they must be kept safe and any alarm codes kept secure and not written down. Keys must be handed back to the school at the end of the letting. All keys are the responsibility of the Hirer but remain the property of the school. Should the alarm not be set correctly and this

results in the Caretaker or Local Authority being called out to attend. The Hirer must cover the cost of the 2 hour call out fee.

### **Charges – Appendix C**

Each application for hire will be considered individually by the finance sub-committee of the Governing Body and appropriate charges set. These charges will be reviewed annually.

### **Variation of Scale of Charges / Cancellations – Appendix C**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the governors annually) and that the letting may be cancelled provided that in each circumstance at least 1 term notice either way is given. It is the hirer's responsibility to notify parents of changes in dates or venues in writing at least a week in advance. The school administrator will notify the Hirer of changes/cancellations.

If it is in the interests of the school to allow a let to take place which falls outside the scope of this policy or requires significant exceptions to this policy then the application for the let will be judged by the Finance subcom of the Governing Body. However, the Hirer will still be required to conform to all other letting conditions as detailed in this policy.

### **Security**

The hirer will be responsible for the security of the premises before; during and after the hire and this person will also clean the premises after its use. Only named hirers may operate the security system under their own code. Keys should not be passed to any other person without direct permission of the governing body of the school.

### **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permissions of the Governing Body due to food hygiene regulations. All litter must be placed in the bins provided. Water is available from drinking machines / taps. Application must be made on the original form.

### **School Equipment**

Only by initial application. Adults must supervise equipment being issued and its safe return. The Hirer is liable for damage, loss or theft of school equipment they are using. The Hirer is responsible for the equipments safe and appropriate use.

No use may be made of apparatus such as the stage, piano, etc without specific permission. No use may be made of the large PE apparatus. Staging set up for school use will not be dismantled during the weeks it is in use.

### **Priority of Use**

The Governors will resolve conflicting demands for the use of the premises with priority being given to school functions and LA lettings.

### **Attendance**

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

### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **Supervision / Statutory Requirements**

The Hirer shall undertake all suitable supervision of children placed in their care to a standard acceptable by the school. The Hirer will comply with any legislation or local requirements relating to the provision of child care facilities including any standards that are laid down by SMBC and Ofsted.

### **Nuisance**

The Hirer shall ensure that any act or thing that shall be deemed as a nuisance, inconvenience or annoyance to the school or the occupier of any adjoining premises.

### **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.

### **Right of Access**

The governing body and its agents reserve the right of access to the premises during the letting. The Headteacher/LA representatives or governors will monitor activities from time to time.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. This must be notified on the application.

### **Promotional Literature / Newsletters**

A draft copy of any information to be distributed to club members or through school must be sanctioned by the headteacher before distribution.

Hirer's are responsible for the copying and collating of any literature. The school will distribute literature for clubs comprising our pupils but reasonable time must be given to enable the management of this task.

### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this is not adhered to an additional cost will be charged.

### **Termination**

The agreement may be terminated by the service of one half terms notice in writing by either party and if either party fails to comply with the terms of the licence.

### **Legal Costs**

The hirer shall be responsible for paying their own legal costs incurred in preparing a licence.

Mrs G Holmes  
Headteacher

\_\_\_\_\_

Ms L Skelhorn  
Mrs U Devlin  
Co-Chair of Governors

\_\_\_\_\_

Signed Hirer: \_\_\_\_\_

Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

## **Appendix A**

**LUM HEAD PRIMARY SCHOOL**

**SCHOOL LETTING – INITIAL REQUEST FORM**

Name of applicant \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

Name of organisation \_\_\_\_\_

Activity of organisation \_\_\_\_\_

Details of premises requested (Hall, Playground, Classrooms etc)  
\_\_\_\_\_  
\_\_\_\_\_

Day of the week requested \_\_\_\_\_

First choice	_____
Second choice	_____
Third choice	_____

Start time \_\_\_\_\_

Finish time \_\_\_\_\_

*(please allow time for your preparation and clearing up)*

Dates required \_\_\_\_\_

Use of school equipment (please specify your request) \_\_\_\_\_

Details of any electrical equipment to be brought \_\_\_\_\_

Maximum number of participants \_\_\_\_\_

Age range of participants \_\_\_\_\_

Number of supervising adults \_\_\_\_\_

Relevant qualifications of supervising adults \_\_\_\_\_

Where applicable have List 99 and/or CRB checks been carried out? When? By whom?

\_\_\_\_\_

*N.B*

*Dates during the year when the Hall will be unavailable due to school use of closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see *Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid (see *Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see *Terms and Conditions for further details*).

The Hirer agrees to collect the keys from the Head Teacher on the morning of hire, take responsibility for keeping the keys and alarm number secure and returning the keys securely back to the Head Teacher immediately after the hire. The hirer is responsible for ensuring that the alarm is on and the building locked and secure before leaving.

Any other relevant information

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***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

**Signed** \_\_\_\_\_

**Date** \_\_\_\_\_

## **Appendix B**

## **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 personally 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 any persons under the age of 18, or to any unlawful organisation. The Hirer must abide by English Law.

### ***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

### ***Behaviour***

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated

### ***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, and where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times.

### ***Own Risk***

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 Injury***

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.

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.

### ***Electrical Equipment***

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. 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.

### ***First Aid Facilities***

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 schools resources is not available.

### ***Food and Drink***

No food and drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### ***Smoking***

The whole of the school premises is a no smoking area, and smoking is not permitted

### ***Charges and Cancellations***

Hire charges are reviewed annually and the current charges are set out in the hire agreement. The charges may be increased and/or the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given.

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

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and leave in a tidy condition, all equipment being returned to the correct place of storage. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **Appendix C**

# Lum Head Primary School

## Scale of Charges

Users	Charges	Comments
School Affiliated Users	N/A	i.e. Governors, staff functions
Community Education Users	N/A	i.e. Clubs for schools, Science Clubs etc
Other Community Users	£24 per 2 hours	i.e. Guides, Scouts, Craft Classes
Private Users during school hours	£24 per 2 hours	If allowed
Private Users outside school hours (if profit making)	£24 per 2 hours £36 per morning £36 per afternoon £56 per full day	i.e. school of dance, karate etc

The minimum hire is 2 hours.

Activation of the alarm resulting in the call out of a member of staff/security will result in a charge of 2 hours.

## Appendix D

### Hire Agreement

1. The Governing Body of Lum Head Primary School \_\_\_\_\_

2. The Hirer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

3. Areas of the school to be used \_\_\_\_\_

4. Specific Nature of Use \_\_\_\_\_

5. Maximum attendance \_\_\_\_\_

6. Details of any school equipment to be used \_\_\_\_\_

7. Date(s) of Hire \_\_\_\_\_

8. Period(s) of Hire \_\_\_\_\_

9. Fee \_\_\_\_\_

(Please make cheques payable to Lum Head Primary School)

10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified

11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document

12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

**Signatures** \_\_\_\_\_ The Hirer

**Date** \_\_\_\_\_

\_\_\_\_\_ Headteacher on  
behalf of the Governing Board

**Date** \_\_\_\_\_