

## LETTINGS POLICY

### 1. 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 as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its children, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its children) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

### 2. DEFINITION OF A LETTING

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

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

### 2. CHARGES FOR A LETTING

The Governing Body and the Headteacher are responsible for setting charges for the letting of the school premises.

A charge will be levied which covers the following:

Cost of services (heating and lighting);

Cost of staffing (additional security, caretaking and cleaning) -including "on-costs";

Cost of administration;

Cost of "wear and tear";

Cost of use of school equipment (if applicable);  
Profit element (if appropriate).

The specific charge levied will be reviewed annually, during the summer term, by the Finance and Audit and Property Committees, for implementation from the beginning of the next financial year, with effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.

### **3. MANAGEMENT AND ADMINISTRATION OF LETTINGS**

The Headteacher and Finance Manager are responsible for the management of lettings, Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Finance and Audit Committee who is empowered to determine the issue on behalf of the Governing Body.

### **4. THE ADMINISTRATIVE PROCESS**

Organisations seeking to hire the school premises should approach the Headteacher or Finance Manager, who will identify their requirements and clarify the facilities available. 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 formally confirmed.

Initial enquiries will be quoted based on the price scales shown in appendix A and will be quoted by the Finance Manager. Discretion is allowed but should be referred to the Headteacher. A lettings booking form will need to be completed by the Hirer and submitted to the Finance Manager and Headteacher.

Once a letting has been approved, the lettings booking form is then signed by the Finance Manager and returned to the hirer together with the schools indemnity form. The letting should not take place until the hirer has signed the agreement and returned it to the school along with a copy of their insurance documents.

The person applying to hire the premises will be invoiced in advance at the beginning of each half term for the cost of the letting and payable within 7 days of the invoice date.

Casual or one off lettings will be required to pay in full in advance when the booking is made.

The Hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the Hirer security of tenure.

All lettings are dealt with in the order they are submitted and cannot be submitted any earlier than 53 weeks before the date of hiring.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

**Approved: May 2024**

**Next Review Due: May 2025**

## **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 persons under the age of 18, or to any organisation or group with an unlawful or extremist 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. All Hirers who are offering services on site to children should have an enhanced DBS clearance. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

### **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.

### **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. The Hirer must make themselves aware of the school's Health and Safety Policy and adhere to all the requirements and sign to say they have read it.

## **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**

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 Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

## **Insurance for One-off Lettings**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been. 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. Any tables and chairs within the rooms hired may be used. The Hirer must leave the room as they found it. Any additional tables and chairs used from other parts of the school must be returned to their original place before leaving. This is the responsibility of the Hirer.

## **School 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.

### **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 school. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

### **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 schools First Aid resources are available.

### **Alcohol**

Where a licence for the sale of liquor is necessary for a function the responsibility for obtaining such a licence is solely the user's. The licence must be shown to the Headteacher, Assistant Headteacher or Finance Manager and signed for on the Indemnity form.

### **Smoking**

The whole school operates a no smoking policy and therefore smoking is not permitted. This includes the use of e-cigarettes.

## **Heels and Shoes**

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises. Appropriate footwear only should be worn in the Hall.

## **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 against all sums of money which the LA 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.

## **Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 14 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

## **Disputes**

Any dispute on the use of school facilities or school equipment out of normal school hours shall be referred to the 'Finance and Audit Committee' of the Governing Body.

## **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 from the Finance and Audit Committee may monitor activities from time to time.

### **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 condition is not adhered to, 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. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the designated muster point. The Hirer must have immediate access to participants' emergency contact details, and may use the school telephone in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **Promotional Literature/Newsletters**

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

### **Terminating Agreement**

The Governors reserve the right by notice to the Hirer to terminate the hiring at anytime for reasons outside the control of the School Governors and to return to the hirer any monies paid by way of deposit, but the Governors shall not be under any liability to the Hirer for any loss or damage they may sustain arising out of the termination.

The organisation ensures suitable arrangements are in place in regard to safeguarding children and child protection. The school reserves the right to terminate the contract if the organisation fails to have these arrangements in place and fails to take immediate steps to rectify such failings. The termination of contract can take immediate effect without financial liability falling to the school.

## **Fire Drill and Evacuation Procedure**

The fire procedure should be discussed with the Hirer at the first (or only) letting. A copy of this section of the policy can be provided to the Hirer at the time of their first (or only) booking.

It is the responsibility of the person in charge to ensure safe evacuation of the building. At the start of each letting session please make sure that all fire exits are unlocked. In the hall, both doors are clearly marked 'FIRE EXIT' and are situated at the rear of the hall. The nearest exit for the music room is the external door immediately opposite this room. The hirer must have a register of all persons present at each session.

If you see or suspect a fire, a nominated person should phone the emergency service. The fire call point should be broken in case there is anybody else in the building; these are situated towards the rear of the hall or by the main entrance to the school.

**AT THE FIRST SIGN OF A FIRE MAKE SURE EVERYONE LEAVES THE BUILDING IN AN ORDERLY FASHION USING FIRE EXITS.**

The fire assembly point is the south playground, which is to the right as you go out through the fire exits. Do not forget to take your register out with you. Both fire exit doors are situated at the back of the hall.

As soon as you are in the playground clearly call everybody's name to make sure everyone is accounted for. On no account is any person to re-enter the building until given the all clear by the emergency services.

Once the emergency services have been called the hirer must notify the Site Manager Mr Bruno Lauria as soon as possible on the contact numbers given to the Hirer at the time of booking.

### **Other areas**

These will be discussed on an individual basis

**If in doubt, make sure you are familiar with the fire procedures posted in the building that you are in.**

## APPENDIX A

### CATEGORY OF USER

- Scale A** Private Organisation.  
Commercial Purpose
- Scale B** Community Use - Outside Bodies  
including Playgroups
- Scale C** Guides, Brownies, Church  
Community and Social Groups  
(non-profit making).
- Scale D** Educational Purposes - the  
school, Governors . etc.

PREMISES	SCALE A	SCALE B	SCALE C	SCALE D
Hall / Playground	Per Hour £25.00	Per Hour £20.00	Per Session £15.00	FREE
For users who provide a 1-1 or small group tuition (classroom, music room, computer suite)	£1 per child, per class, per week letting charge shall be applied			
For users who provide after school clubs for our children	£1 per child, per class, per week letting charge shall be applied			

In the case of *SCALE C*, a "session" can be a period of up to 3 hours in one day.

Discounts may be offered for long term lettings however these are at the discretion of the Headteacher.

### **STAFFING CHARGES**

Charge for a site officer's letting fee, for a kitchen assistant or for other members of staff, where applicable, will be based on the number of hours worked multiplied by a standard hourly rate of pay with a plus rate of 50% after 6 p.m. on Fridays and Saturdays and a plus rate of 100% on Sundays and Bank Holidays .

Site facilities:

Piano	£10.00
School Kitchens	£20.00
Screen and digital display	£20.00

Weekend bookings incur an additional charge for staffing (i.e. site officer, kitchen). All Hirers are responsible for their own clearing up. If this is not carried out to a satisfactory standard an additional charge will be made for time spent clearing up.

All rubbish is to be left in black bin bags outside in the bin area. **NO GLASS OR COMBUSTIBLE MATERIALS ARE TO BE PUT INTO BLACK BIN BAGS.**



**CROSSHALL INFANT SCHOOL ACADEMY TRUST - LETTINGS BOOKING FORM**

NAME OF APPLICANT.....

ADDRESS.....

..... TELEPHONE NO.....

DATE OF LETTING.....

ACCESS FOR TIME OF LETTING FROM..... TO.....

FROM..... TO.....

- FACILITIES REQUIRED:-
- HALL
  - CLASSROOM
  - MUSIC ROOM
  - SCREEN AND DIGITAL DISPLAY
  - PLAYGROUND/FIELD
  - CATERING SERVICE
  - TABLES AND CHAIRS
  - HOT WATER/URN
  - HIRE OF CHINA, CUTLERY ETC.

NATURE OF FUNCTION .....

NO. OF PERSONS .....

**NOTE :** If the applicant will not be personally present during the usage, who will be responsible?

NAME.....

ADDRESS.....

..... TELEPHONE NO.....

I accept the terms and conditions of usage as set out above.

COST OF PREMISES.....£

COST OF HIRED EQUIPMENT.....£

£

TOTAL COST.....£

DEPOSIT .....£

BALANCE (date paid).....£

Signature of applicant..... Date.....

LETTING AGREED ON BEHALF OF THE CROSSHALL INFANT SCHOOL ACADEMY TRUST

Signed ..... Date.....

I HAVE READ THE HEALTH & SAFETY POLICY AND WILL ADHERE TO ITS CONTENTS.

Signed ..... Date.....



**CROSSHALL INFANT SCHOOL ACADEMY TRUST - INDEMNITY FORM**  
**THIS AGREEMENT FOR INDEMNITY** is made on the .....day of .....

Two thousand and.....**BETWEEN** .....

.....of.....(hereinafter called 'the Hirer') of the one part and the Governors of Crosshall Infant School Academy Trust of the other part.

**WHEREAS**

1. At the request of the Hirer the School has agreed to hire to the Hirer part of the School premises for an activity organised or conducted by the Hirer or the Hirer's representatives.
2. The Hirer has agreed to indemnify the School below.

**NOW IT IS HEREBY AGREED** by the Hirer

1. That he/she and his/her representatives will keep the School fully and effectually indemnified from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
2. That the Hirer is responsible for all damage to School buildings and or any property thereon or attached thereto occurring during the period of the hiring or while persons are entering or leaving such property, however and by whoever caused.
3. That at the expiration of hiring, the Hirer shall leave the building in a clean and orderly state. All the property of the Hirer and the Hirer's agents must be removed at the end of the hiring unless special arrangements are made. The School can accept no responsibility for any property left by the Hirers or their representatives on the premises.
4. That if and insofar as claims are made against the School the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the School before obtaining access to the premises.
5. Any electrical equipment which is brought in to be used during the hire period must have been safety checked by a relevant person/body and should be marked clearly to indicate this.
6. That suitable arrangements are in place in regard to safeguarding children and child protection. The school reserves the right to terminate the contract if the organisation fails to have these arrangements in place and fails to take immediate steps to rectify such failings. The termination of contract can take immediate effect without financial liability falling to the school.
7. The hirer shall have available a mobile phone for use in the event of emergencies
8. Follow all the requirements /expectations that are currently in place with regard to Covid19 Pandemic.

**SIGNED** by the said .....

in the presence of .....

address of witness.....

**SIGNED** by .....

For and on behalf of the School

[ ] Tick this box to show proof of Insurance has been seen by a Relevant Person.

[ ] Tick this box to show a Liquor License has been seen (if applicable) by a Relevant Person.

A "Relevant Person" can be the Headteacher, the Finance Manager or Office Personnel and must sign above [on behalf of the school].