



**TITLE: Lettings Policy**

**DATE WRITTEN: 6 February 2013**

**MAIN AUDIENCE: Staff, Hirers of Premises**

**LAST UPDATE: October 2022**

**SUGGESTED NEXT UPDATE: October 2024, and then biennially**

## **TITHE BARN PRIMARY SCHOOL**

### **LETTINGS POLICY**

1. It is the policy of the Governing Body to consider favourably, wherever possible, requests for the letting of part or all of the School buildings and School grounds.
2. In principle, any part of the School may be let, subject to adequate arrangements for health, safety and security. Use of the car park may be included as part of the letting provided that this does not endanger children nor conflict with use by staff.
3. However, the primary purpose of the School site and buildings is for the education of pupils attending Tithe Barn Primary School. Lettings must therefore not conflict with the aims and ethos of the School, the interests of our pupils, the work of our staff, or the peace of our neighbours.
4. All lettings will adhere to the Keeping Children Safe in Education (KCSIE) statutory guidance from the Department for Education that details how schools and colleges must ensure the safeguarding and welfare of children when letting or hiring out premises for non-school/college activities. In particular, the guidance states:
  - Point 155: Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities), they should ensure that appropriate arrangements are in place to keep children safe.

Therefore, we will seek written assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place prior to the letting commencing.

5. Charges will be made at rates determined by the Governing Body and may be reviewed from time to time. Concessions may be given where organisations provide a service for Tithe Barn Primary School children. The Friends of Tithe Barn will be exempted from any charge in respect of School fund raising activities. All other lettings will, as a minimum,

cover any costs to the School, such as for heating, lighting and caretaking. Any profits generated by the lettings will be used solely to benefit the education of pupils who attend the School.

6. All lettings are subject to authorisation by the Headteacher, acting on behalf of the School Governing Body.
7. Applications for lettings of the School premises should be made to the School Office on the appropriate 'Application to Hire' form. The School Business Manager will consult with the Headteacher on availability, payment terms, caretaker cover (if necessary), and compliance with the School Lettings Policy. If approved, arrangements will be made to meet the hirer, provide keys and access codes, and brief them on facilities and Health and Safety matters, including fire extinguishers and fire exits.
8. All hirers will be provided with a copy of the Lettings Policy and Conditions of Hire, and will be required to sign the latter to indicate their agreement.

## **CONDITIONS OF HIRE**

### **Definitions**

- 1.1 'Governors' means the Governing Body of the School or its authorised representatives.
- 1.2 'School premises' means the School's premises named in the 'Application to Hire' form.
- 1.3 'Hired Area' means that part of the School's premises to be used by the hirer described in the 'Application to Hire' form.
- 1.4 'The Hirer' means the person who has signed the 'Application to Hire' form.

### **Applications to Hire**

- 2 All applications for the hire of the School premises must be made in writing on the 'Application to Hire' form by a named individual who is over the age of 18. Where a promoting organisation is named in the application to hire, that organisation and its members shall be jointly and severally liable with the hirer. IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF THE HIRE.
- 3 The Governing Body reserves the right to refuse any application to hire premises without stating reasons for so doing.

### **Charging, Payment and Cancellation**

- 4 Fees for hiring School premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. For the current scale of charges see Appendix A. Further charges may be levied where:
- additional costs (e.g. cleaning) are incurred
  - the hirer makes use of School equipment.
- 5 Cost and payment terms will be agreed as part of the hire arrangement. In the case of a 'one off' booking, the hire fee shall be paid in full upon acceptance of the booking. For regular or repeat bookings, the School will issue an invoice in advance, stating the number of weeks in each month for which the booking is made. If a hirer is in arrears of such an arrangement the Governors reserve the right to deny access to the School or grounds until they are paid.
- 6 The full fee will be payable if any cancellation by the hirer is less than four weeks before the event. If the hirer has to cancel their activity/event/course at short notice due to bad weather, they are still liable for the full fee.

- 7 The School reserves the right to cancel bookings when they clash with School business by giving at least two weeks' notice prior to event.
- 8 The Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.

### **Access and Security**

- 9 The hirer will ensure that the school remains secure before, during and after use. Where the hired area is only part of the School premises, access is strictly restricted to those parts forming the hired area (excepting toilets). This is particularly important if children are on the premises, either during the school day or during before/after school activities. The hirer shall be liable to pay such additional fees as the Governors may prescribe if a different or additional area is used.
- 10 Access to, and use of, hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement (i.e. the hirer should not have access prior to, or after, the stated time). The hirer shall be liable to pay such additional fees as the Governors may prescribe if the hired premises are used by the hirer outside the agreed times.
- 11 Hire during the School holidays cannot always be guaranteed, and is therefore subject to a separate agreement.
- 12 At the end of the hire period and before leaving the premises, the hirer shall ensure that all the doors and windows are secure and no one remains in the property.
- 13 The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state, removing any rubbish and cleaning up any mess or spillages. The hirer will be required to reimburse the School for any damage or additional cleaning costs that may be incurred.
- 14 All keys and access codes remain the property of the School and must be returned to the Headteacher at the end of the Hire Agreement. Unauthorised copying of keys is a breach of the agreement. No keys or access codes may be passed to any third party without the agreement of the Governing Body.
- 15 The Hirer is expected to handle the keys with care and vigilance. Keys should not be left accessible/unattended and should be securely locked away while they are not needed, e.g. in a locked cabinet.
- 16 Where a key has been lost or stolen, the Hirer must inform the headteacher without delay – the headteacher will then assess what next steps are required, e.g. changing the locks, replacing keys. If a key is lost, stolen or damaged due

to negligence on the part of the Hirer, the hirer will be responsible for ALL costs incurred.

17 In the event of a false security alarm activation, the hirer must switch off the system and phone the Contact Centre immediately (0161 474 5555). The School incurs charges for resetting the alarm and for attending when the alarm is activated, and these will be passed on to the hirer in the event of any non-compliance with this clause.

18 The Headteacher, on behalf of the Governors, reserves the right of entry to the hired premises by any authorised officer of the Council discharging his/her official duties.

### **Safeguarding of Children and Adults at Risk**

19 Any persons hiring the premises in order to work with children under the age of 18 or adults at risk need to comply with safeguarding regulations and therefore will be asked to provide written assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place prior to the letting commencing.

(An adult at risk of abuse or neglect is defined as someone who has needs for care and support; who is experiencing, or at risk of, abuse or neglect; and as a result of their care needs is unable to protect her/himself.).

20 Any persons hiring the premises in order to work with children under the age of 18 without their parents/carers present must have suitable arrangements in place for:-

- establishing whether the children have any medical conditions they may need to know about
- collecting emergency contact numbers
- the collection of children at the end of the session
- dealing with any children who are not collected.

21 Any persons hiring the premises in order to work with children under the age of 18 must report any issue of child protection to the appropriate organisation (i.e. social care and/or police), and any concerns about the behaviour of any of the supervising adults provided by themselves to the Local Authority Designated Officer.

22 The hirer shall ensure that a responsible adult is present and able to supervise at all times during the letting. This includes appropriate supervision if young children are using the toilet facilities. When children are present the hirer shall ensure that only fit and proper persons have access to the children and that there are sufficient responsible adults present at the time of the letting.

23 Any persons hiring the premises to work with children under the age of 18 who intend to take photographs or other visual images of the children must ensure that they get permission from parents/carers before so doing.

## Health and Safety

- 24 The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area, and all access and egress thereto, is suitable for the proposed use by the hirer and is safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precaution procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises, and the procedure on hearing the fire alarm. The hirer shall ensure that a sufficient number of other persons, bearing in mind the numbers attending, are also familiar with these facilities and procedures. For reasons of safety, there is a limit of 150 in the School hall at any one time.
- 25 All outbreaks of fire, no matter how small, should be reported promptly to the Fire Brigade by calling '999'. The signal for mobile phones on the School premises is notoriously bad and you will get better reception in the car park. You may of course use the School's landline in the event of an emergency, dialling '9' first to obtain an outside line. **The School's postcode is SK4 3NG.**
- 26 It is the responsibility of the hirer to ensure that they have a qualified designated first aider on the premises during its useage.
- 27 The hirer shall make their own arrangements with respect to first aid medical equipment. However, in extreme emergency, the hirer may use the emergency inhaler and defibrillator provided by the School. The emergency inhaler is located in the medical cabinet in the hall. The defibrillator is at the front of the School, near the offices. Once the defibrillator is open and in position, all you have to do is follow the spoken instructions. There are various free online training sessions that you may wish to access.
- 28 The details of any incidents (including near misses) or accidents that occur during the period of hire, whether an injury occurred or not, are to be reported to the Headteacher so that the School can take any necessary actions.
- 29 The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the School site shall be arranged so as to ensure entry for emergency vehicles at all times.

## Insurances and Liabilities

- 30 The hirer must have their own public liability insurance and shall be liable for all damage however and by whomever caused to the premises arising out of hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising therefrom unless due solely and directly to the negligence of the Governing Body.
- 31 The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any other person whomsoever or damage to any property real or personal arising directly or

indirectly from the hire of the premises unless due solely to the negligence of the Governing Body.

- 32 Neither the Governors nor the School shall be liable for the death of or injury to or damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability incurred by the hirer or any person enjoying or purporting to enjoy the benefit of this agreement (to the extent that such liability is permitted by law).
- 33 The Governors accept no liability for damage or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.

### **Restrictions on Use**

- 34 Smoking is not permitted in any part of the premises, including the outdoor areas.
- 35 The consumption of alcohol, or other intoxicants, is not permitted in any part of the premises without the agreement of the Governing Body and the obtaining by the hirer of any necessary licence.
- 36 The hirer shall not remove, or otherwise interfere with, the furniture, fixtures and fittings of the School. This includes stationary and any classroom resources.
- 37 Fittings, fixtures or decorations are not permitted unless they are purely temporary arrangements which will not damage or mark any part of the premises. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.
- 38 The hirer shall ensure that any electrical equipment brought on to the School premises has the necessary safety certificate from a qualified electrical engineer.
- 39 The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Headteacher.
- 40 The use of shoes with stiletto heels is prohibited and the hirer shall ensure that the users are not permitted to wear this type of footwear in the premises.
- 41 Bicycles, scooters, roller blades/skates and skateboards are not permitted in the premises, and the hirer shall ensure that users do not bring them into the premises.
- 42 No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fee. The hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.

- 43 The hirer is responsible for obtaining any licences required (eg licence to sell alcohol, phonographic performance licence, etc), and no such application shall be made without the prior approval of the Governors. The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.
- 44 The hired premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Governing Body.
- 45 Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching this condition the hire agreement shall be cancelled and the fees paid shall be forfeited.
- 46 No film or video shall be shown, or video game used, on the hired premises unless at least seven days notice in writing, stating the title and subject matter, has been given to the Headteacher who, acting on behalf of the Governors, may require the hirer to give a preview of the film/game to such persons as directed.
- 47 The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 48 The hire of premises does not include the use of any School equipment (eg ICT, gymnastic equipment, musical instruments, toys) within the premises unless specifically requested and approved. No such equipment shall be hired out without the written approval of the Headteacher who may specify conditions and charge such fees in respect of such use as he/she sees fit.
- 49 The use of the School kitchens, ovens, hobs, crockery and cutlery is not permitted. Tea towels and consumable items, eg tea bags, coffee, washing-up liquid, shall be provided by the hirer.
- 50 Any promotional material produced by the hirer must be agreed by the Headteacher at least one week prior to its distribution.
- 51 The hirer shall not sub-let or assign the hired premises or any part thereof. Should he/she do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.

### **No Variation**

- 52 There shall be no variation to these conditions of hire without the prior agreement of the Headteacher. Failure to comply with these conditions may incur additional charges.



**Termination**

53 Any notice, demand or request by the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.

54 This agreement may be determined at any time by either party giving to the other notice of a minimum of 28 days. There is no need for either party to give reasons for terminating the agreement and in the event of terminating the agreement all fees paid shall be forfeited

I have read the above conditions and accept that they control the hire by me of the premises described in my 'Application to Hire' form.

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

Address.....

.....

.....

On behalf of:.....Organisation  
( BLOCK LETTERS)

Headteacher

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

## **APPENDIX A – SCALE OF CHARGES (as of 1<sup>st</sup> April 2023)**

School Hall - £18.00 per hour, subject to a minimum letting of 1 hour per occasion

School Playing Field - £18.00 per hour, subject to a minimum letting of 1 hour per occasion  
Discounted rate of £9.00 per hour, if hired alongside the hall.

Charges to hire other School facilities, and use of any facility for commercial purposes, are subject to negotiation with the Headteacher, and agreement by the Governing Body.