

SAMPLE SCHOOL LETTINGS POLICY

St Michael's CE Primary School

Pre-amble

The governing body recognises the desirability of making school premises available for use by members of the local community during times when they are not required by or in connection with the school. The policy of this school is to encourage educational and community use of the school's facilities, and the governing body is pleased to consider lettings to groups for educational and recreational purposes.

General Principles

Any costs incurred through the letting of school premises outside of school hours should not represent a charge against the school's formula budget. All charges levied for the use of the school's facilities will therefore be calculated to include costs incurred for heat and light, wear and tear, use of equipment, and any caretaking (including on-costs).

Responsibility for lettings

The Governing Body defer responsibility for managing the hire of the school premises to the Finance Committee. In turn, the committee defers the day-to-day management of lettings to the Headteacher who will arrange for the necessary accounting and administrative procedures in accordance with the LA's current Financial Regulations.

Key Principles of Lettings.

The Governing Body agree to consider hiring the school premises to any interested party, and will take into account the following factors:

- Any lettings must not interfere with the primary activity of the school which is to provide a high standard of teaching and a safe learning environment for all of the school's pupils.
- The type of activity
- The availability of facilities and/or staff
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is compatible with the ethos of the school

(This list is not exhaustive).

An application will not be approved if they are involved in:

- Illegal activity
- Promoting extremist views and therefore contravening the statutory 'Prevent Duty'.
- Activities likely to cause damage to the infrastructure of the school buildings or that may cause any damage to the school buildings, fixtures and fittings
- Any letting about which there are health and safety concerns.
- Activities likely to cause disturbance to the neighbours of the school
- Activities not in keeping with the ethos and values promoted by the school

- Any activity likely to cause offence to public taste and decency.
- (This list is not exhaustive)

If the Headteacher has any concern about whether a particular letting is appropriate, they will consult with the Chair of the Finance Committee or the Chair of the Governing Body.

The Headteacher will file an incident form if they have reason to believe the letting has been used for any purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent Duty. Where an individual or group is found to be promoting views in contravention of the School's Prevent Duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition the school will contact the police who will remove the person or group from the school premises.

TYPES OF LETTING

A) Members of Staff

The use of school premises by members of staff, representatives of the LA and others connected with the school, and in connection with education of pupils at the school.

The school's premises will be made available at **no charge** for the following purposes :

- i. use of the school outside school hours for the educational requirements of the school which involve members of the teaching staff and pupils of the school, but not including private lessons for which a fee is paid.
- ii. use of the school outside school hours for clubs authorised by the Headteacher and conducted by the teaching staff for pupils at the school.
- iii. meetings of the governing body, staff and PTA committee meetings, including fund-raising functions.
- iv. meetings outside school hours between representatives of the LA (including staff of the school) and parents and/or staff to discuss matters relating to the activities of the LA.

B) Local Authority Use

The school's premises will be made available at cost for the following purposes :

- i. Lettings for elections (Statutory regulation that letting is at cost and not for profit) As required under the various Representation of the People acts, the school will provide the facilities required by the Returning Officer for its use as a polling station, and for public meetings called by candidates in parliamentary and local elections.

ii. Meetings of the Parish Council

The school will provide a room at cost for meetings of the Parish Council. The Chairman of the Council or his representative will be deemed to be the named individual for the purposes of any such let.

iii. Other Local Authority Use

The school will make available its premises to the Royal Borough of Windsor and Maidenhead and other local authorities as requested, subject to the limitations set out in the policy.

C) Registered Charities

The school's premises will be made available at cost for meetings of any registered charity based in the area served by the school.

D) Commercial Lettings

Use of the school's premises by any organisation other than those listed above will be subject to an hourly charge calculated according to the category of usage. Hire prices are reviewed in April of each year and a current price list is available from the School Office upon application. (Note: commercial organisations cannot be provided lettings at less than cost, as this would be misuse of public assets for commercial advantage).

Limitations On Use Of Premises

- 1) The school is unable to enter into any commercial letting arrangement to use all or part of the premises during school hours.
- 2) Because of the limited parking facilities, unless special arrangements have been made, parking will not be provided.
- 3) The premises are only available for lettings between 5.00pm and 10.30pm on weekdays during the school term and all day until 11.00pm on Saturdays.
- 4) The school operates a no smoking policy. Anyone attending a function will not be allowed to smoke within the confines of the school building.
- 5) The school does not hold a Public Entertainment Licence and is therefore not licensed for music, singing and dancing events (other than school only events, or events supported by private invitation only).
- 6) Fixed outdoor play equipment is suitable only for use by children under 12 years of age.

- 7) Animals, including family pets, may not be brought onto the school premises under any circumstances.

CHARGES

Charges will be reviewed on 1 April each year and VAT maybe added as applicable. Details of current charges are attached in appendix 1.

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied in order to cover 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)
- Refundable deposit as required.

Insurance.

All hirers **must** carry Public Liability insurance (minimum of £5 million public liability limit). Sight of the original Insurance Certificate (not copy) must be provided to, and certified by the school prior to any letting.

For a ‘one off’ and non-business hire (eg children’s birthday party) the hirer may purchase public liability cover through RBWMs insurance; The cost of which is the greater of either 12% of the letting fee or £3.00.

Note: All third party organisations e.g. slimming groups, Brownies etc must provide their own £5 million public liability insurance.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher who will identify their requirements and clarify the facilities available. The Governing Body has the right to refuse an application, and interested parties should be advised that 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.

Once a letting has been approved by (or on behalf of) the Governing Body, the hire agreement will be sent to the Hirer (see appendix 2), setting out full details of the letting and enclosing a copy of the terms and conditions. The letting should not take place until the signed agreement has been returned to the school.

- Regular lettings will be invoiced termly and payment is required within one month of the invoice date. For single event lettings, payment will be required **before** the event is due to take place. At least 72 hours’ notice of cancellation is required otherwise Hirers will be invoiced for the full hire charge. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage

to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

All lettings fees, which are received by the school, will be paid into the school's 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 and reported to the Governing Body.

Safeguarding Children and Child Protection

The Governing Body is responsible for ensuring that the school has effective policies and procedures for safeguarding children (s.175 Education Act 2002). Where school premises are let to other organisations, and where applicable, the Governing Body should seek confirmation that the Hirer has appropriate policies and procedures in place in regard to safeguarding children and child protection, and that there are arrangements for the Hirer to liaise with the school on these matters where appropriate. A signed copy of their current children protection policy should be submitted to the school including details of DBS checks for any staff working with children.

Review

This policy is subject to annual review by the Finance Committee who will make recommendations to the full governing body for approval.

The policy was ratified by Governors at their meeting on: 20 October 2021
The policy will be reviewed in October 2022.

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.

If a particular letting involves contact with the school’s pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of disclosure and barring record checks (DBS) relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require DBS relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body will require evidence of appropriate qualifications for Hirers using facilities for specific activities

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 be responsible for ensuring 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

Any persons hiring the school premises are expected to follow:

- The Emergency Evacuation procedures of the school. These are displayed around school.
- The Health and Safety Policy of the school. A copy of this will be made available for each let.

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/child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the Hirer. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on the school premises, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

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 minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, or the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The School will inform the Hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

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 on demand.

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 that 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. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the

time of the letting and it is recommended that the Hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The Hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into / removed from school within the time booked.

Car

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

During the term time school week, there are no spaces available on site and there is no parking allowed on the school driveway at any time. If parking on the public roads close to the school the Hirers should be respectful of local residents.

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, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Food and Drink

No food or drink may be prepared or consumed on the School premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the School premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. 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.

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 Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement. The school does not hold a Public Entertainment License and is therefore not licensed for music, singing and dancing events other than school only events or events supported by private invitation only

Sub-letting

This agreement is personal to the Hirer who shall not sub-let the School premises to any other person or organization.

Charges

Hire charges are reviewed annually and current charges are 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 72 hours notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than 72 hours) is given to cancel the hire agreement. It is the Hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges.

School's Representative

The school's site controller (or nominated keyholder) is the school's representative during functions. Hirers should liaise with the school concerning specific requirements such as setting out chairs, equipment etc prior to commencement of the let.

The school's site controller (or nominated keyholder) has authority to take any necessary action to protect the school's interests during any particular letting. If

permission is given and where the hire is not of a regular nature, keys must be returned to School within 3 days of the hire. Any lost keys must be reported to the school immediately and the Hirer is responsible for all costs relating to replacing the lost keys.

Keys must not be passed to any other person other than the School's representative without direct permission from the school's Governing Body.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to 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 charge may be made.

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 a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the Hirer.

COVID – 19

All hirers must make the school aware of their risk assessment and procedures in accordance with DfE guidance.

All hirers are responsible for disinfecting all surfaces after use.

Appendix 1

The charges are available on request from the Office.



CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, FIRMS AND COMPANIES.

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF..... SCHOOL AGREEING TO LET ME

NAME
ADDRESS.....
POSTCODE TELEPHONE NO

OCCUPATION
The following accommodation (state your requirements/rooms/hall/accommodation/etc.....
PLUS (where applicable) any additional equipment (e.g. School Piano/Radio/TV/Shower facilities etc. Please specify.....

FOR THE PURPOSE OF (State purpose of Letting).....

ON (Insert Date(s)
FROM (Insert Times).....to.....IN ACCORDANCE WITH THE SCHOOL'S LETTING POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES.

I HEREBY AGREE:

- 1 To hire and use the said accommodation/equipment in accordance with the schools lettings policy and conditions and charges which I confirm that I have seen and read.
- 2 That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand.
- 3 That I have read, understood and shall observe and fulfil all the following Conditions:
 - a) I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of alcohol) and that all personnel employed by the Hirer or involved in any activity concerned will be advised of these conditions
 - b) I shall not bring any dangerous or toxic substances on to the premises

- c) Three clear days notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge
- d) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable
- e) I will ensure that a responsible person will be present on the premises at all times during the period for the letting
- f) I accept full responsibility for the damages to or theft of the School's and the Royal Borough of Windsor & Maidenhead's property occurring during the period for which the premises are hired
- g) I shall notify the School of any damage resulting from the hire of the premises within 24 hours of such hire
- h) Any cleaning undertaken which, in the opinion of the Officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate
- i) The School and the Royal Borough of Windsor and Maidenhead accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting
- j) If I discover a hazard in regard to access to School premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard
- k) I agree that no equipment will be used without the prior approval of the Headteacher of the School or the School's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel
- l) I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and fire-fighting equipment. Notices regarding the procedures in relation to action in the event of a fire will also be studied and the information passed on by me to the users and any other person concerned
- m) I shall not during the hire period cause or permit any nuisance or annoyance to any other users of the premises or to persons living in the locality of the premises
- n) I shall indemnify the School and the Royal Borough of Windsor & Maidenhead against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate from the use of the swimming pool by myself apart from claims and actions arising through the negligence of the Royal Borough of Windsor & Maidenhead, its servants or agents, the School or its governing body
- o) I further agree to effect Third Party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hire premises, or personal injury or death of any person whosoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
 - I. Accidental bodily injury including death to third parties and further in respect of damage to their property - not less than £5million
 - II. Accidental damage caused by fire to the premises on hire - £5million
 - III. Accidental damage caused to the premises on hire other than fire
- p) In accordance with Paragraph (o), I agree to demonstrate that my own insurance cover satisfies the specified conditions. Note: where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis then a

minimum charge of £3.00 will apply or 12% whichever is the greater. Where this charge is levied, the Hirer should note that there is an excess of £250 in respect of paragraph (o) hereof and that the insurance does NOT provide cover for third party organisations e.g. Professional Entertainers who must make their own insurance arrangements.

- q) I acknowledge that the School its Governing Body or the Royal Borough of Windsor and Maidenhead shall not be liable for any losses caused by the non-availability of the accommodation/equipment due to reasons outside of their reasonable control (“Force Majeure Event”) which includes any act, event, non-happening, omission, or accident and includes in particular (without limitation); strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, earthquake, subsidence, epidemic or other natural disaster.
- r) I acknowledge that should I fail to pay the hire charge or any part thereof the School or the Royal Borough of Windsor & Maidenhead may pursue this as a debt and shall be entitled to charge interest at the rate of 4% above the current base rate of Lloyds Bank plc on any amount outstanding after the date on which it has become due i.e. within one month from the date of the account.

SIGNATURE OF HIRER.....(individual)

OR

AUTHORISED SIGNATORY on behalf of company)

POSITION DATE

WITNESSED BY (NAME OF WITNESS, Block Letters)

(Signature).....

ADDRESS OF WITNESS

..... POSTCODE.....

OCCUPATION.....

The account in respect of payment for hire of the said accommodation/equipment should be forwarded to.....

.....

If the Hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form is to be returned to the school concerned at least 7 days before the proposed date of letting.