



Potten End Church of England Primary School

LETTINGS POLICY

Potten End Church of England Primary School

Policy Review

This policy was agreed by the Governing Board on.....24/09/20.....

It is due for review on.....Sept 2023.....

Signature

Date

Head Teacher

Signature

Date

Chair of Governors



Potten End Church of England Primary School

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 pupils, and any lettings of the premises to outside organisations will be considered with this in mind. Lettings will only be sanctioned where it is clear that the security of the school and its contents and its cleanliness in the current COVID-19 crisis will not be compromised.

The school's budget 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.

The Local Authority (LA) has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes.

2. GOVERNOR RESPONSIBILITIES

The Law states that the Governing Body control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority controls the use of community school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day, then the Headteacher can let those facilities on a normal letting basis (i.e. Governors cannot enter into a lease or tenancy agreement).

3. MANAGEMENT AND ADMINISTRATION OF LETTINGS

Roles and responsibilities of Headteacher, other staff and governors are detailed below.

The **Office Administrator** will:

- be responsible for daily control of school lettings
- establish a central booking system
- apply the criteria agreed by the Governing Body and consult the Resources Committee on requests for bookings which do not meet them or where there is a potential conflict of interest
- ensure all hirers have the appropriate insurance cover
- ensure all hirers complete the appropriate forms
- maintain records for each hirer
- invoice for each hire



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Governing Body will:

- balance the desire to generate income against the desire to support “worthy” groups within the community
- agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- consider issues of political balance
- consider the implications of all requests received for the health, safety and security of pupils and staff
- consider the implications for workload of all staff of any decisions it makes
- take advice from the LA on the charges to be levied.

4. CHARGING RATES

The Governing Body determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Resources Committee (part of the Governing Body) on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year or when the new policy is ratified, whichever is the earlier date. Hirers will be given one term’s written notice of changes.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use and to benefit pupils of Potten End Primary, the Resources Committee may use their discretion to give a discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirer’s records.

All lettings will incur a separate charge to cover a keyholder who will unlock and lock the premises.

For health and safety reasons, the kitchen cannot normally be let for catering purposes. Should a hirer wish to use the kitchen as part of a letting, the permission of the Catering Manager must be obtained first.

Cleaning is not included in letting charges, as all those hiring an area of the school must leave it as they found it. Additional cleaning such as removal of any litter left in and around the school may be subject to an excess charge. COVID-19 may necessitate additional cleaning charges.

5. LETTING ENQUIRIES

Enquiries for the hire of the school premises are directed in the first instance to the Office Administrator who will identify the hirer’s requirements and clarify the facilities to be made available, the letting rate and the availability of a keyholder to lock and unlock the building. A written request should then be made at this stage. This request must be confirmed in writing by the school and a copy of the lettings terms and conditions supplied.



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The school, Governing Body or LEA has the right to refuse all letting requests and terminate all regular lettings at any time. If a regular hirer wishes to terminate their agreement during the period of hire they must give six (6) weeks written notice. A letting should not take place until a signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. The purpose of this is to avoid any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

At the start of a new letting, each hirer is required to complete the 'Lettings Enquiry Application form', setting out the facilities that they wish to use, the time that they wish to attend and the proposed dates on which they wish to use the facilities. The Terms and Conditions under which lettings can be provided should be read and must be agreed to when accepting the School Letting Agreement (appendix 5) The application forms are forwarded to the Office Administrator who will ensure that the facilities and dates are available.

All applications to hire the premises are approved and signed by the Headteacher in accordance with the delegation given by the Governing Body. The application form is then passed to the Office Administrator for retention in the 'Lettings' file.

6. INSURANCE

Prior to the first session of any hire period, the Office Administrator will ensure that the hirer holds their own public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate will be retained in the lettings file.

7. LETTINGS FILE

The Office Administrator maintains a record of all lettings. A note is kept to reflect any issues that may arise, e.g. failure to turn up, cancellation and the reason why. The 'Lettings' file is referred to when raising invoices or dealing with queries raised by the hirer.

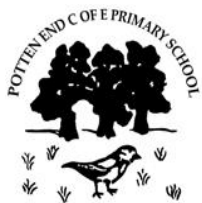
8. INVOICING

For hirings, the Lettings Enquiry Booking form is used to calculate the cost and copied to the hirer as supporting information with the invoice.

Invoices are raised monthly and full payment is expected within 28 days of the invoice date.

If, during the period of a long term let, the school is unable to honour a requested hire date, a refund will be issued at the end of the letting period (either half term or term). Reasons for this may be due to school events such as end of term play or parents' consultation evenings etc.

All income received is collected through the School Office and recorded in the accounting package. Any insurance contributions and any VAT liability are itemised separately. All income received will be paid into the school budget share account via the Lettings cost centre.



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Appendix 1

CHARGING RATES

School Location	Capacity	Category A	Category B	Cleaning Cost
		Hire Cost per hour	Hire Cost per hour	COVID-19
Main Hall		£20	£25	Ad hoc
Classroom		£10	£12	Ad hoc

Minimum period of hire is one hour. Access to the school building and grounds will only be permitted for the period of time requested on the form.

Free Lets

Use for purposes associated with the school or the following purposes may include:

- Meetings of school societies
- PTA activities
- Teachers' Association meetings
- Sunday schools and clubs
- Religious services and meetings
- Other community users at the discretion of the Headteacher

Category A

Use for other educational purposes and by local bodies for meetings and classes including:

- Keep Fit classes – outside bodies
- Study classes
- Sports clubs
- Dance and drama clubs

Category B

All use except those in category A above including –

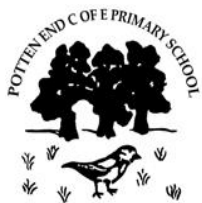
- Social use where public is invited and a charge for admission is made
- Public performances of music drama etc.
- Fundraising activities (except PTA)
- Other charging bodies or clubs

Daily Use

The daily hire of the school hall eg for a holiday sports clubs is at the discretion of the Governing Body.

Block Bookings

Block bookings over 4 hours' duration are subject to a 20% discount.



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Appendix 2

TERMS AND CONDITIONS

FOR THE HIRE OF POTTEN END C OF E PRIMARY SCHOOL

All terms and conditions set out below must be adhered to.

The “Hirer” means the person making the application for a letting.

The Hirer will be personally responsible for payment of all fees or other sums due in respect of the letting and in ensuring compliance with the terms and conditions of the letting.

Priority of Use and Access:

It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for their access requirements.

Compliance with HfL policy for COVID-19 is a requirement for letting until further notice.

The Governing Body reserves the right of access to the premises during any letting. The Headteacher, Staff, or members of the Governing Body may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority, at all times, being given to school functions.

Access to the school’s toilet facilities is included as part of the hire arrangements.

The letting will be for a specific area or areas of the school. Please respect this. Access to the School Office, Staff Room and Headteacher’s Office is not permitted at any time during the letting as these areas can contain sensitive information that falls under GDPR regulations.

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. **The maximum capacity of the hall or a classroom is:**

	Hall	Classroom
‘Seated’ Activity (presentations, lectures, etc)	150	40
‘Moving’ Activity (sport, dance, party, etc)	50	*n/a

*it is possible to discuss this for a very small group activity

The Hirer shall not sub-let the premises to another person.

The Hirer is responsible for controlling access to the school premises during their letting. Entry is only via the front door. The inner lobby door is accessed by an electronic access button. This door must not be propped open. Hirers must make arrangements so that only those attending their letting have access.

Status of the Hirer & Safeguarding of Children & Young People:

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background or to anybody to whom the school and The Governing Body, in its absolute discretion, does not wish to hire the premises. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of granting exclusive possession of any part of the school to the Hirer or of creating a relationship of landlord and tenant between the school and the Hirer.



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The Hirer must give details with the agreement of their name and permanent private address (for individual lettings) or (for organization/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

If a particular letting involves contact with the school's pupils, all personnel involved must be checked in accordance with the School's Safeguarding Policy. 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.

COVID – Risk Assessment

At the responsibility of the Hirer <should we be asking for this from the Hirer>

Policies

The Hirer must adhere to the School's relevant policies including, but not limited to, those relating to Lettings, Equality, Child Protection, Accessibility and Health & Safety. These are available on the school's website.

Invoicing

Letting invoices are raised monthly and full payment is required within 28 days from the date of invoice. Failure to make payment may result in regular hirings being cancelled.

Charges and Cancellations

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

The Hirer acknowledges that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given. It is the Hirer's responsibility to notify all involved in writing (where appropriate) of any changes in dates or venues at least a seven days' in advance.

The minimum period of hire is one hour.

Behaviour

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

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.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the premises in a reasonably tidy condition. If this condition is not adhered to, an additional cost may be incurred.

Copyright or Performing Rights

It is the responsibility of the Hirer to ensure that they comply with all the requirements of the law relating to copyright, including returns to the Performing Right Society.

If the nature of the function for which the premises are used is the public performance of a play or music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that



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appropriate Licence is in place and to comply with the conditions of that Licence. Forms for application for an Entertainment Licence may be obtained from the Council Offices.

In any event, the school accepts no liability for failure to obtain the relevant licences or permissions and it is the Hirer's sole responsibility to ensure that any requisite consents, licences and permission are obtained prior to use.

Damage, Loss or Injury

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. The hirer "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event", and liability insurance is therefore required. Hirers would be expected to have an appropriate Risk Assessment in place where necessary.

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 certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any death, injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Any 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 or structure, 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. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Any damages or broken equipment must be reported to the school whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

Electrical Equipment

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 (PAT tested).

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 school's resources is not available.

Smoking, Drink & Drugs

If alcoholic drinks are to be served at a function the Hirer must inform the school of this at the time of booking.



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If alcoholic drinks are to be sold it is the Hirer's responsibility to ensure the appropriate Licence is obtained and displayed and that there is compliance with its conditions. A copy of the valid Licence should be provided to the school.

No intoxicants/unlawful drugs shall be brought on to or consumed/used on the premises.

The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

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.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up if the premises are occupied beyond the time agreed in the letting agreement.

All litter must be removed by the Hirer at the end of the letting and taken with them, the litter must not be left or put in our external refuse bins.

In the event of an emergency

In the event of an emergency, occupants must leave the school by the nearest exit and assemble on playground. The Hirer must have immediate access to participants' emergency contact details. Use of the school telephone is not permitted and so the Hirer must have a functioning mobile phone for use in emergencies. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Site Security

Before a letting takes place, the hirer must be aware of appropriate fire exits and it is the hirer's responsibility to ensure that all people attending the letting are also made aware of them. Fire exits must not be blocked. The fire alarm system does not ring the emergency services. In the event of a fire, it is the hirer's responsibility to contact the emergency services. If the fire alarm sounds, the building should immediately be evacuated, ideally through the nearest available exit. The fire assembly point is the top of the main school playground. Areas of the school are covered by emergency lighting circuitry which will illuminate if the power goes off; these are indicated by small green lights on lighting equipment.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking



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fixtures & fittings before and after the letting and keeping signed copies of the Lettings Agreements. The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

Only named keyholders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

The use of candles or naked flames is not permitted.

Termination

If the Governing Body are required by prior arrangement, or by law, to provide accommodation for any person or purpose, the right is reserved to cancel at any time, any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed. An example of this is the School being used as a polling station.

The Governing Body reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.

The letting shall automatically be terminated by any breach of the conditions contained herein.

The Governing Body and the Local Authority also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder, legal nuisance or damage or injury to persons or property. ***We reserve the right to withhold some or all of the hire charges should the booking be cancelled due to these circumstances.***

In the event of any cancellation or termination of a hire by the school for the reasons above, or for any other reason outside the control of either party, e.g. failure of heating, a proportionate part of the payment, or in the case of a cancellation before the hire starts, the whole payment, shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and Local Authority shall have no further liability in that respect.



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Appendix 3

LETTINGS INDEMNITY FORM

INSURANCE COVER – to comply with the conditions of the hiring agreement

Please circle applicable statements:

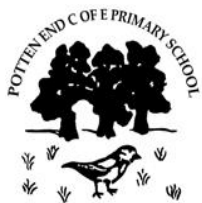
- * I maintain a Public Liability Insurance Policy to the value of £5 million and have provided the school with a copy of the current insurance certificate.
- * I understand that there is an excess payable by me of £200 relating to each and every claim for loss or damage to Potten End Primary School's property arising from my hire of the premises
- * I hereby undertake that in the event of claims arising during my hire of Potten End Primary School's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the School Office, Potten End Primary School,

DECLARATION - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Print Name: _____ Organisation: _____

Signature: _____ Date: _____



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Appendix 4

LETTINGS ENQUIRY BOOKING FORM

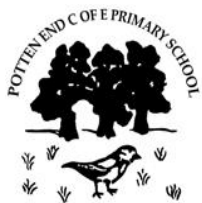
<u>HIRER DETAILS</u>	
Full name of organisation (if applicable)	
Email address	
Contact telephone number	
Address	

<u>BOOKING DETAILS</u>	
One off or regular letting	
Date/s of hire	
Start & finish time (to include preparation & tidying up)	
Maximum number of participants	
Nature of letting (eg Yoga, Dance Class)	
Please indicate which facilities you wish to hire eg hall, classrooms etc	
£5 million General Public Liability insurance held	Yes/No

SIGNED:.....

DATE:

PLEASE PRINT NAME:.....



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Appendix 5

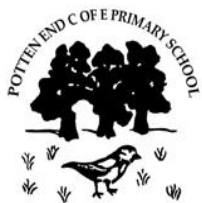
LETTINGS AGREEMENT

<u>HIRER DETAILS</u>	
Name of hirer	
Name of organisation/club	
Email address	
Contact telephone number	
Address	

<u>BOOKING DETAILS</u>	
Date/s of hire	
Start & finish time (to include preparation & tidying up)	
Nature of letting (eg Yoga, Dance Class)	
Maximum attendance	
Facilities to be hired eg hall, classrooms etc	
If the school kitchen is to be used, has approval been given by HCL?	Yes / No
Details of any school equipment to be used	
Fee to be charged	

The Governing Body agrees to let the premises to the hirer on the above date(s) and for the period(s) specified above.

The hirer agrees to accept all the conditions of hire as set out in the Terms and Conditions document.



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The hirer's attention is specifically drawn to the indemnities and obligations contained in the hire conditions, and the need to have suitable insurance cover for any loss, damage or injury. A copy of this insurance must be provided to the school before any hiring can commence.

I have read and understood the conditions required of me as hirer.

I confirm that I am over 18 years of age, and that any information provided is correct.

I confirm that any electrical equipment to be brought on site has a current PAT certificate.

I confirm that an Alcohol Licence will be obtained if required and a copy provided prior to the letting.

I have completed a Risk Assessment for the proposed letting and this is attached (if applicable).

I enclose a copy of my £5M Public Liability Insurance.

SIGNATURES

Signature

Print Name

Date

The hirer

.....

.....

.....

On behalf of the

Governing Body

.....

.....

.....

SCHOOL USE ONLY	
If the school kitchen is to be used, has approval been given by HCL?	Yes / No
Is cleaning required	Yes / No
Name of keyholder available to lock and unlock	