

# Lettings Policy

## Broadbent Fold Primary and Nursery School



Approved by: \_\_\_\_\_ (Headteacher) Date: \_\_\_\_\_

\_\_\_\_\_ (Governor) Date: \_\_\_\_\_

Reviewed: \_\_\_\_\_

## **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.

## **Definition of a Letting:**

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

The school is potentially available for hire, out of school hours, to groups for appropriate activities. When considering applications for hire, the following will be considered:

- a) How much to charge and how this figure is arrived at.
- b) How the letting might affect the operation of the school.

## **Charging:**

The rate of charge will be reviewed and agreed annually by the Governing Body Finance Committee who will make recommendations to the Full Governing Body.

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.

## **Income:**

- a) A record of all lettings will be kept in school.
- b) Time and amount of payment for lettings and deposits will be agreed prior to the commencement of the contract. Payment terms will be included in the contract.
- c) All income from lettings will be paid into the school's bank account via the usual system with the letting fee separately identified.
- d) Income from private lettings will be added to the School's Budget Share and appear as a credit entry on the monthly bank statement.

## **Administrative Process:**

Organisations seeking to hire the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available. A **School Letting Application form (appendix 1)**, should be completed at this stage, with reference to the **Terms and Conditions of Hire (appendix 2)**.

The Headteacher and Governing Body have 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.

Once a letting has been approved, an **Agreement document (appendix 4)** will be sent to the hirer, setting out full details of the letting and enclosing a copy of the **Indemnity Agreement (appendix 3)**. The letting should not take place until the signed agreement has been returned to school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's charges.

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.

**Considerations:**

The process of considering applications will include:

- a) Possible disruption to the pre/post hours' classroom preparation and out-of-school activities.
- b) The need for school expectations to continue to be followed i.e. safe behaviour.
- c) Locking up and setting of security alarms.
- d) Preparation and execution of the administrative process involving the Application Form, Conditions of Hire, Indemnity Form, Letting Charges and Letter of Agreement.
- e) Insurance.
- f) Restriction on the use of school equipment / areas.
- g) Any possible annoyance or disruption to local residents.

**Safeguarding:**

The application process will include scrutiny of an organisation's procedures for safeguarding children, if this is applicable (i.e. the organisation provides for children). References will be sought, where available.

**Health and Safety:**

School Evacuation Procedures including Fire Drill Procedures will be discussed and shared with the appropriate adults.

It is the responsibility of the hirer to ensure that they make any service users aware of the evacuation procedures and routes. School will seek evidence to demonstrate that this happens regularly and will log the information.

**Broadbent Fold Primary School and Nursery Lettings Policy Application Form**  
(for hire of school premises)

Before you complete the Application Form, please read through the Form and the Conditions of Hire carefully. Please complete the Form electronically or in black ink using block letters. If there is anything you do not understand please contact the school before completing the form.

**1. Name of hirer/authorised representative:**

**Position:**

**Name of organisation (if applicable):**

**Address including postcode:**

**Contact telephone numbers (please provide two):**

**Nature of organisation if applicable (e.g. charitable, religious, educational or political):**

**2. Period of hire: Date/Month/Year                      Date/Month/Year**

Date(s):            from.....to.....

Times(s)            from.....to.....

**3. Please state precisely the purpose of hire and particularly whether the proposed function is to be private or public and whether any form of licence will be required. e.g. entertainment licence:**

**4. Will the proposed function be advertised and if so in what manner?**

**5. Please list all equipment which you intend to use whether or not provided by the school:**

6. Please indicate any car parking facilities you may require:
  
7. How do you propose to control access to the school?
  
8. Do you have a suitable risk assessment that can be adapted to suit the letting premises?
  
9. Do you have a qualified first aider? Please give details:
  
10. Do you have a clear evacuation plan:
  
11. Who will be the responsible person on site (must be 18 years or over)?

**I wish** to apply for the use of the accommodation and facilities stated above and I agree that if this application is granted, I undertake to pay a deposit in advance (where applicable) and to enter into a **Hiring Agreement**.

**I declare** that I am 18 years or over and that the information I have given is true and correct to the best of my knowledge.

**I confirm** that I have read and agree to adhere to the terms and conditions of hire.

**Signature of hirer/authorised representative:**

**Name:**

**Date:**

This form should be signed, dated and returned to the Headteacher, Broadbent Fold.

**Broadbent Fold Primary School and Nursery Lettings Policy**  
**Conditions of Hire**

1. Broadbent Fold Primary School and Nursery may be used outside school hours, subject to availability and the agreement of the Headteacher and Governing Body.
2. Applications for use of the school should be made to the Headteacher.
3. Approval to use the premises will be reviewed termly for any new agreements and then annually if the letting continues for longer than 12 months.
4. Any unauthorised extension of previously agreed times will result in the total charge to the hirer of a further session(s).
5. The premises will only be used for the purposes specified in the hiring agreement and will not be subject to any sub-letting.
6. The user shall obtain all necessary licenses and other permits and shall make payment of all taxes, fees, copyright and other dues connected with the use of the premises.
7. The user shall agree to indemnify the School Governors against all claims or losses arising from the use of Broadbent Fold Primary School and Nursery's Premises, facilities and equipment (where approved) and to complete the **Form of Indemnity** enclosed.
8. 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 (original not a copy) before the letting can be confirmed.
9. Anything brought onto the premises will be the user's responsibility and there will be a further charge or retention of a deposit, if not removed.
10. At the end of the hire, the premises will be returned to their original state and any damage reported immediately.
11. Food and drinks may only be consumed on the premises with permission of the School.
12. If the application is terminated or suspended, the Governors shall not be liable for provision of alternative accommodation or pay any compensation for any loss sustained as a result.

13. Users are requested to have regard for the interest of other users and are required **not to:**
  - use rooms, kitchens, furniture or equipment other than those allocated.
  - interfere with the premises, contents or installations, or mark or damage any surface.
  - use electrical apparatus in excess of the normal capacity of the installation.
  - engage in any activity which would cause abnormal wear and tear (including use of unsuitable footwear in School Hall).
  - use any rooms except in the presence of, and under the supervision of, an appropriately qualified person, as requested in the application form.
14. Hirers must ensure they and the users of the building are aware of the **Fire Regulations** and adhere to these at all times.
15. The Governing Body or their representatives reserve the right to enter and view the premises at all times during the hire.
16. The hirer will be responsible to see that no nuisance or disturbance is caused and that all regulations and laws governing school premises are complied with.
17. Please note that should permission be granted to use the school facilities then health and safety regulations may be imposed, including necessary risk assessments and event management planning.
  - The hirer is responsible for any equipment loaned to them including keys, and all such items should be returned to the school in good condition; if not, a replacement charge may be levied.
  - No equipment should be left on site.
  - A risk assessment must be supplied to the school prior to any lettings, using either the school's risk assessment format or equivalent.
18. The Governors reserve the right to refuse hire with immediate effect and terminate the contract should any of the above terms and conditions be broken.

**Broadbent Fold Primary School and Nursery Lettings Policy**  
**Indemnity Form**

**TO: The Governing Body of Broadbent Fold Primary School and Nursery**

**I HEREBY** agree on behalf of ..... (*hirer's name*) by whom I am duly authorised to sign this agreement to indemnify the Governors of Broadbent Fold Primary School and Nursery against all loss legal liability and actions, costs, claims and demands other than those caused by any acts or omissions of the Governors of Broadbent Fold Primary School and Nursery, arising from:

(a) the use of .....(rooms)

by the said.....(hirer's name)

its members, agents and associates.

(b) injury to persons and damage to property of persons attending by express or implied invitation at Broadbent Fold Primary School and Nursery other than injury to persons or damage to property caused by any acts or omissions of the Governing Body of Broadbent Fold Primary School and Nursery.

**I can confirm** that we have appropriate procedures for safeguarding children (where applicable) and that these have been accepted by the school's designated person responsible for safeguarding.

**Signed**..... (Hirer) **Date:** .....

**Signed**..... (Designated Person) **Date:** .....

**I can confirm** that I have read and understood the School Evacuation procedures, and have either:

(a) amended them so that they are fit for purpose ..... (hirer's name)

or

(b) have adopted school procedures for our use.

I have provided copies for the school and I understand that these may be monitored.

**Signed**..... (Hirer) **Date:** .....

**Signed**..... (Headteacher) **Date:** .....

This form should be dated, signed and returned to the Headteacher, Broadbent Fold Primary School and Nursery.

**Broadbent Fold Primary School and Nursery**  
**School Lettings Agreement SAMPLE**

**Lettings provider:** XXX

**Lead person:** XXX

**Lead contact details:** XXX

- XXX let the school premises during the school holidays and on the occasional weekend, during term time.
  - XXX have access to the rear garden and canopy area and the lodge out building. They also use the 'all access' toilet situated near the main entrance.
  - If prior arrangements are made, then the school hall and field may be used. Classrooms will not be used.
  - XXX will ensure that there is always a minimum of two Forest School staff on the premises at all times during the letting period.
  - XXX will ensure that first aid qualifications are kept up to date and are available to view if needed.
  - XXX will take out appropriate insurance and will present valid certificates to school.
  - XXX will annually review their safeguarding policy and procedures and will present copies to the school.
  - XXX have keys to access: all main entrances and exits, the lodge.
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- XXX will be charged at £xxx per week or £XX per day. If the club is less than half full then the club will be charged £XXX per week or £XX per day.
- All dates will be booked in advance with the school.
- Payment will be requested by the school administrator via invoice, XXX.
- Any cancellations made, may still incur a letting charge if the agreed notice has not been given. The agreed notice period for this letting is: XXX
- Please note that neither the school nor the Governing Body can accept liability for personal injury or death which may occur as a result of your use of the school grounds and / or facilities: You are required to use your own **Public Liability Cover**.

**Signed on behalf of XXX:**

**Name:**

**Signed on behalf of Broadbent Fold Primary School:**

**Name:**

**This contract will be reviewed on an annual basis. Next review: XX**