



## **Lettings Policy**

The policy will be reviewed every three years.

<b>Review Date Planned</b>	<b>Review Date</b>	<b>Date adopted by Governing Body</b>
		16 <sup>th</sup> November 2021
November 2024		

### **INTRODUCTION**

The Governing Body will make every reasonable effort to ensure the school building and grounds, (the 'premises') are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. 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 by either a community group or individual or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### **APPLYING TO USE THE SCHOOL**

Applications to use the school premises should be made to the Headteacher and the Letting Agreement should be filled in at least two weeks before the event, or first event in a series of bookings.

The Office Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the Office Manager/Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

### **LETTING AGREEMENT**

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the letting agreement.

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual (the hirer), and the agreement should be in their name, giving their permanent private address and a contact telephone number and email address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account within 30 days.

## **TERMINATION OF LETTING AGREEMENT**

The Headteacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

## **SAFEGUARDING**

The hirer shall ensure that where a letting involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Governing Body reserve the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governing Body are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

## **TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES**

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **1. 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 letting 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.

### **2. DISCLOSURE AND BARRING SERVICE CHECKS**

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

### **3. INDEMNITY AND INSURANCE**

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses incurred during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the school.

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher or Governing Body within seven days of a request.

Neither the school nor ODST shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

#### **4. STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

#### **5. LICENCES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice.

The hirer shall indemnify the Governing Body against all sums of money which the Governing Body may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by the lettings agreement.

#### **6. PUBLIC SAFETY**

The school's Health and Safety Policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher

- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/child ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

### **THE HIRER'S RESPONSIBILITIES**

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

#### **6.1 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.

#### **6.2 FIRST AID FACILITIES**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

#### **6.3 FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

#### **6.4 FOOD AND DRINK**

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

## **6.5 INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/Governing Body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

## **6.6 SMOKING**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

## **6.7 BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **6.8 NUISANCE/DISTURBANCE**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

## **6.9 DISPOSAL OF WASTE**

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials and leave the premises clean and tidy.

## **6.10 ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises unless by prior agreement from the Headteacher.

## **6.11 RULES**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

## **6.12 CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees or others, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Estates Manager the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any

responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

#### **6.13 SUB-LETTING**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### **6.14 STORAGE ANCILLARY TO THE LETTING**

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

#### **6.15 LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

#### **6.16 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the school should avoid undue noise on arrival and departure. The school will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.

#### **6.17 TOILET FACILITIES**

Access to the designated school's toilet facilities is included as part of the letting arrangements.

#### **6.18 RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body may monitor activities from time to time).

#### **6.19 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

#### **6.20 Limitation of Liability**

The school shall not be responsible for: a) any indirect or consequential damage arising from any breach of this agreement by the school; b) any loss or damage to any article of any kind brought to or left on the school's premises; or c) any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event which is beyond the School's control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

References to the school in these Terms and Conditions shall include references to its representatives (including school employees) where appropriate.

The school reserves the right to amend these Terms and Conditions at any time on reasonable notice to the hirer

**BRIZE NORTON PRIMARY SCHOOL  
LETTING AGREEMENT**

Accommodation and  
Facilities required \_\_\_\_\_

Other requirements  
(e.g. chairs set out, equipment, etc) \_\_\_\_\_

Dates and times \_\_\_\_\_

Purpose of letting \_\_\_\_\_

Name of organisation \_\_\_\_\_

Agreed fee \_\_\_\_\_

Will alcohol be brought  
onto the premises? \_\_\_\_\_

Are you obtaining a licence  
for sale of alcohol? \_\_\_\_\_

Have you insurance to  
cover the event? \_\_\_\_\_

Full name of hirer Mr/Mrs/Miss \_\_\_\_\_

Address of hirer \_\_\_\_\_

Contact Number \_\_\_\_\_

Signature of hirer \_\_\_\_\_ Date \_\_\_\_\_

Please refer to the terms and conditions of the school Lettings Policy. Please complete and return this form to the school at least 14 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licences required on confirmation.

**Headteacher's acceptance of booking**

(The approval of the Chair of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises).

Signed \_\_\_\_\_ Date \_\_\_\_\_

**LETTINGS INDEMNITY FORM**

INSURANCE COVER – To comply with the conditions of the letting agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indemnity Limit: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SAFEGUARDING**

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Purpose of Letting: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

DECLARATION (Please read before signing)



I have received a copy of the Lettings policy including the Terms and Conditions for the letting of school premises and agree to be bound by them. Any licences 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.

I am over 18 years of age.

Signature \_\_\_\_\_ Date of application \_\_\_\_\_

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss \_\_\_\_\_

**(Please be aware of the school's emergency evacuation procedure, which is attached for your information)**

**Please pass this form to the school office. Do not complete anything below this line**

It is confirmed that the accommodation and facilities required are available for the time and date(s) requested. The Headteacher has been informed, where necessary the hiring has been approved by or on behalf of the Governing Body and the applicant has been informed accordingly.

Signature: \_\_\_\_\_ (Headteacher)

Date: \_\_\_\_\_