



## Lettings Policy

Agreed by the Governing Body on: Spring 2022

Signed (Chair): *Beryl Fielder*

Review Date: Summer 2025

## LETTINGS POLICY

### INTRODUCTION

The Governing Body of St Michael's CE Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we are also concerned that, as good Christian stewards of God's creation, we should make the best use of the resources available to us for the benefit of both the children in our school and the wider community. This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

Our lettings policy operates within the framework of the school's Equal Opportunities Policy and is aligned to the Prevent Strategy.

The Sex Discrimination Act (1975), the Race Relations Equality Act (2010), and the Anti-Terrorism and Security Act (2015), apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the above acts, the Governing Body will not let the school premises to organisations whose purpose is, amongst other things:

- To encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.
- To practise open sexual discrimination and to restrict activities
- To undermine fundamental British Values
- To engage in extremist activities or acts of radicalisation

In deciding whether or not to let our premises the Governing Body will also have regard to the school's Christian ethos and foundation as a Church of England school, the potential of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

## **Philosophy:**

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school
- Better integrate the school into the local community
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities that are under used by the school

## **Implementation:**

Bookings are made through the representative of the school, as authorised by the Governing Body, and confirmed in writing.

- School activities have priority
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time
- Outline charges are set by the Headteacher/School Business Manager and reviewed annually in accordance with the School's Finance Policy
- Specific charges are set at the time of the agreement
- Payment is in advance for single lettings
- Payment is in instalments for a series of lettings
- The agreement should be updated and reviewed at least annually
- A diary is kept covering all school and outside use of the premises and grounds after school, in evenings, at weekends and in holidays

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing for the sale of alcohol, or public performances
- Parking
- Rubbish removal

## **Roles and Responsibilities:**

The school's authorised representative is responsible for the construction and regular update of the lettings diary.

- Individual teachers are responsible for informing the authorised school representative in advance, of events outside teaching hours, which will use the school premises
- Opening and closing the school is undertaken by the key holder who is currently a member of the staff
- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used
- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are implemented.
- Post-letting checks are made by the key holder and reported to the school business manager
- The school business manager will liaise with the key holder to ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues

## **Charges and Fees**

The Governing Body will determine the scale of fees and charges for letting all or any parts of the school buildings and site based upon advice and recommendations from the School Business Manager.

Fees and charges will be reviewed annually – in the autumn term.

Changes in fees and charges will be advised to any existing lessees with a minimum of three months' notice before any changes are implemented.

## **Monitoring & Evaluation:**

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and key holder/cleaning payments.

## St Michael's CE Primary School

### Conditions of Use for a Letting

Use of School premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee, and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised **that school use of the premises takes priority** and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when school requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, five clear working days notice must be given of the cancellation, in which case the school will charge a cancellation fee of a quarter the total fees due. If less than five days notice is given, the whole of the fees may be charged by the school. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

The charge for a letting payable by the user includes an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

**It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible**

**adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.**

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the school health and safety policy, a copy of which is available on request.

If agreement is given for the use of the school meals facilities/kitchen, guidelines will be provided.

**All rubbish, empty containers, crates, etc must be removed from the premises by the user immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative or caretaker.**

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (e.g. live and recorded music and performance of dance) and late night refreshments.

**Vehicles are not permitted to be brought onto the school's premises.** Parking on the roadway must be in accordance with the Highway Code and all relevant Road Traffic Acts. Control of parking is the responsibility of the user.

No landlord and tenant relationship shall be created.

**APPLICATION FORM (for use of School Premises/Site)**

|   |             |                                  |  |
|---|-------------|----------------------------------|--|
| <p><b>To Request the Use of:</b><br/> <b>St Michael's CE Primary School, Champion Road/Crescent,</b><br/> <b>Sydenham, SE26 4HH</b></p> <p><i>This form to be completed by the applicant and submitted to the Headteacher</i></p> |             |                                  |  |
| <b>Name of Organisation</b>   |             |                                  |  |
| <b>Applicant's Name</b>   |             |                                  |  |
| <b>Address &amp; Post Code</b>  |             |                                  |  |
| <b>Telephone No</b>   |             |                                  |  |
| <b>Mobile No</b>  |             |                                  |  |
| <b>Email address</b>  |             |                                  |  |
| <b>Purpose for which premises required</b>  |             | <b>Maximum number of persons</b> |  |
| <b>Accommodation required e.g. hall, games area, classroom</b>  |             | <b>With / without heating</b>    |  |
| <b>No of Days</b>   |             | <b>Dates</b>                     |  |
| <b>Times (including preparation and clear up time)</b>  | <b>From</b> | <b>Until</b>                     |  |
| <b>Insurance certificate available / unavailable*</b>   |             |                                  |  |
| <b>Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as applicable)</b>  |             |                                  |  |
| <b>Signed</b>   |             | <b>Dated</b>                     |  |

\*Commercial hirers must have their own insurance of at least £5,000,000 to be seen and copied by the school.

| <b><i>For office use only:</i></b>  | <b>Date</b> |
|---|-------------|
| Application Approved / Refused (delete as applicable)                         |             |
| Hire Agreement Letter & Hire Agreement Form & Conditions of Use sent together |             |
| Risk Assessment acceptable / Not required                                     |             |
| Insurance Seen  |             |
| Invoice(s) Issued   |             |
| Invoice Number(s)   |             |
| Payment(s) Received   |             |

## **Appendix C SAMPLE HIRE AGREEMENT LETTER**

Date: xxx

To: *Full Name and Address of potential hirer on school headed letter paper*

Dear *Hirer*

### **LETTING OF SCHOOL FACILITIES**

Thank you for the lettings request. I can offer the following:

#### **Dates/Times/Facilities/Space/ Equipment/Furniture**

As shown on the enclosed Hire Agreement Form. *Or full details of all space including WCs/items/equipment included in the let etc and Day(s), Date(s), Times from start to finish (not times of function but to include preparation and clearing up time - eg. when the caretaker is needed)*

#### **Charge(s)**

As shown on the enclosed Hire Agreement Form. *Or £xxx for use of the facilities plus £xxx for specialist equipment eg Stage Lighting, VAT charge £xx (if applicable) and £xxx insurance charge. Payable by xxx date.*

#### **Insurance**

*Proof of insurance cover from your insurer or broker will be required.*

#### **Risk Assessment** (optional paragraph if appropriate)

*The activity you will be carrying out requires a risk assessment to be completed by you. Please complete the HSE's "Five steps" form or other suitable pro forma and return to me with the signed Hire Agreement Form (or by xxx date)*

#### **Agreement**

*Your use of the School facilities is subject to the "Conditions of Use" as attached. Please sign and return the Hire Agreement Form (and risk assessment if applicable) as soon as convenient.*



If you have any problems or questions or wish to arrange a visit please contact me.

Yours sincerely

Headteacher

Attached: Hire Agreement Form & Conditions of Use

# HIRE AGREEMENT LETTER

Date:

|    |
|----|
| To |
|----|

Dear

## LETTING OF SCHOOL FACILITIES

Thank you for the lettings request. I can offer the following:

### **Dates/Times/Facilities/Space/ Equipment/Furniture**

As shown on the enclosed Hire Agreement Form.

### **Charge(s)**

As shown on the enclosed Hire Agreement Form

£ insurance charge.

Payable by

### **Insurance**

***Delete as appropriate***

Proof of insurance cover from your insurer or broker will be required.

### **Risk Assessment**

***Delete if not required***

The activity you will be carrying out requires a risk assessment to be completed by you. Please complete the HSE's "Five steps" form or other suitable pro forma and return to me with the signed Hire Agreement Form

### **Agreement**

Your use of the School facilities is subject to the "Conditions of Use" as attached. Please sign and return the Hire Agreement Form (and risk assessment if applicable) as soon as convenient.

If you have any problems or questions or wish to arrange a visit please contact me.

Yours sincerely

Headteacher

Attached: Hire Agreement Form & Conditions of Use

**Appendix D  
HIRE AGREEMENT FORM**

|  |   |                       |
|--|---|-----------------------|
| <b>From Headteacher:</b><br>.....<br><b>St Michael's CE Primary School</b>   |   | HIRE<br>AGREEMENT No: |
| <b>Name of Hirer:</b>  |   |                       |
| <i>Further to your application I am pleased to offer the following facilities:</i>   |   |                       |
| <b>Accommodation/<br/>Furniture/Equipment</b>  |   |                       |
| <b>Use to be made of facilities</b>  |   |                       |
| <b>Date(s) &amp; Time(s)</b>   |   |                       |
| <b>Charge</b>  |   |                       |
| <b>Insurance arrangements</b>  |   |                       |
| <b>Caretaking arrangements</b>   |   |                       |
| <b>Risk Assessment required</b>  | <b>Yes / Not required</b> (delete as appropriate) |                       |
| <b>Headteacher's Signature:</b>  | <b>Date:</b>                                      |                       |
| Your use of the school facilities is subject to your agreeing to the <b>Conditions of Use</b> as attached. Subject to your agreement would you please sign and return the form as soon as possible |   |                       |

|   |                              |                       |
|---|------------------------------|-----------------------|
| <b>To:</b> .....<br><b>Headteacher</b><br>..... <b>School</b>   |                              | HIRE<br>AGREEMENT No: |
| <i>I am satisfied with the details shown above and in the letter and confirm that we accept the <u>Conditions of Use</u>. We have the appropriate insurance cover</i> |                              |                       |
| <b>Name:</b>  |                              |                       |
| <b>Organisation:</b>  |                              |                       |
| <b>Address:</b>   |                              |                       |
| <b>Risk Assessment:</b><br>required<br>(if required)<br>appropriate)  | Attached / Not<br>(delete as |                       |
| <b>Signature:</b>   | <b>Date:</b>                 |                       |

