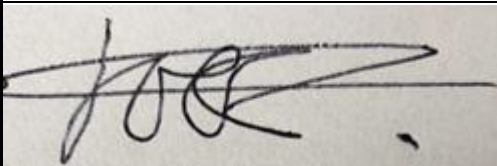





Darell Primary & Nursery School

Lettings Policy

Governors' Committee Responsible	Resources Committee
Status	Statutory
Review Cycle	Every year
Date written/last review	July 2023
Date of next review	July 2024
Approved By: Joe Porter Headteacher	
Approved By: Janet Deboo - Chair of Governors	

At Darell, our values drive everything that we do. As a school, we value:



- Equality - we celebrate our differences and treat everyone equally and fairly.
- Responsibility - we take responsibility for our behaviour. We are kind and caring to ourselves and others.
- Enjoyment - we are passionate about learning and look for enjoyment in everything we do.
- Aspiration - we place no ceiling on what we can achieve. We challenge each other to be the best that we can be

Introduction

The School will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the School is to provide the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

The School recognises and supports the following principles:

- school premises represent a significant capital investment and should be fully utilised
- school premises are a valuable community resource
- use of the school premises for educational purposes should be given priority when lettings are considered
- making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational activities

Definition of a Letting

A letting may be defined as 'any use of the school premises by either a community group 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.

Charges for Letting

The School is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

Applying to Use a School Facility

Applying to use the school premises should be made to the School Business Manager copying the Site Manager and the Letting Agreement should be filled in at least 21 days before the event.

The School Business Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority. The School Business Manager is responsible for the management of lettings, in accordance with the Schools policy, but the Headteacher retains overall responsibility.

If the Headteacher or School Business Manager has any concern about the appropriateness of a particular request for a letting, they will consult the Chair of Resources, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body and / or School 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 (Appendix B) and the letting agreement (Appendix C).

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 and the agreement should be in their name, giving their permanent private 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 relevant school's bank account to offset the costs of services, staffing etc.

The Headteacher, or the Chairman 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 hiring 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 (DBS) checks.

The School reserves 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 governors 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.

APPENDIX 1

Site conditions, Capacity and Charging Rates

For the school site:

- private functions at weekends will finish at 22:30 for all lettings, and will be limited to a maximum of 10 per year
- only accompanied, family-based functions will be accepted, e.g., wedding anniversaries, and will be limited to no more than 10 per year
- in deciding whether or not to let the premises, the school will consider the likelihood of any damage or nuisance which may be caused or arise at any time as a result of the letting.

The capacity and rates for hiring the school site / area is set out below. The School may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the School.

Priority of outside users:

Priority will be given to the following groups of outside users in descending order:

Category A Lettings to an outside user who is giving a service directly benefiting the children attending the School and who has been sought out by the School, where a reduced fee may be charged in return for price concessions to the children who take part;

Category B Long term or block bookings;

Category C One-off lettings.

	Hourly charges							Deposit
	Hall	Classrooms	Playground	School Kitchen	Children's Kitchen	Music room/Library	Site Manager	
Category A	Fee negotiable subject to the level of any proposed concession to the children of this school						£30	Nil
Category B	£35	£30	£30	£30	£30	£30	£30	Nil
Category C	£70	£45	£50	£50	£50	£45	£30	20%

The above charges are subject to any variation agreed by the Headteacher at their discretion

APPENDIX 2

Application for Use of School Premises / Letting Agreement

Please complete this application form and return it to the school office, within at least four weeks (where appropriate) before the proposed event.

Full Name:.....

Company/Organisation:.....

Address:.....

Daytime Telephone:.....Email:.....

Type of Function:.....

Date Required:.....Number of Weeks Required:.....

Time of Letting Period:.....Number of Participants:.....

Person supervising the letting Daytime Telephone:.....

Facilities/Accommodation Required

The use of the following accommodation and equipment is required:

(Please ✓ those items required, except for the hire of classrooms, when the number required should be stated.)

- | | |
|---------------------------------|---|
| Hall | <input type="checkbox"/> |
| Classroom(s) | <input type="checkbox"/> <i>Please state number of classrooms required.</i> |
| Playground (including the cage) | <input type="checkbox"/> |
| School Kitchen | <input type="checkbox"/> <i>Only adults preparing food will be permitted access to the school kitchen. Kitchen Food Hygiene regulations must be adhered to at all times</i> |
| Music room | <input type="checkbox"/> |
| Children's kitchen | <input type="checkbox"/> <i>Kitchen Food Hygiene regulations must be adhered to at all times</i> |
| Library | <input type="checkbox"/> |

Consumption and Sale of Alcoholic Drinks

Alcoholic drink may not be brought onto or consumed on school premises during or in connection with a letting **unless** prior approval is obtained from the Governing Body. Approval will **not** be given if scheduled youth activities are taking place on the premises at the same time as the letting.

A licence must first be obtained from the Local Magistrates Court if alcoholic drink is to be sold on the premises.

Please answer the following questions:

- | | | | | |
|---|-----|--------------------------|----|--------------------------|
| Will alcoholic drinks be brought onto the premises? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Will alcoholic drinks be sold on the premises? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

School Rights

The school reserves the right to:

1. Cancel the letting where unavoidable problems of access have arisen.

2. Refuse entry to persons it considers liable to cause danger or undue disturbance.
3. Retain the refundable deposit where events overrun their booked time, or damage or breakages occur.

Undertaking of Hirer

I/We undertake to:

- accept the terms and conditions of hire and use, and all other aspects of the school's lettings policy
- pay the prescribed charges
- arrange for adequate supervision during the period of the letting
- leave the property in a clean and tidy state, and clear all rubbish accumulated during the let
- make good any loss of school property or damage to school premises or property

Name:

Address:

Telephone Number:Emergency Number:

Signature:Date:

Headteachers 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.)

Signature:Date:

Agreed Facilities and Rate

The use of the following facilities has been agreed:

Location	Date / Time	Rate
Hall		
Classrooms (State number)		
Playground (including the cage)		
School Kitchen		
Music room		
Children's kitchen		
Library		

APPENDIX 3

Terms and Conditions of Letting

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. Criminal Record Bureau (DBS) Checks

It may be necessary for the hirer to undergo a criminal records 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 to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise 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, Insurance and Damages

Lettings are made on the agreement that the School are indemnified by the hirer against any loss, damage, costs and expenses 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 (refer to Lettings Indemnity Form – Appendix D).

The hirer will pay the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

The hirer shall insure, with a reputable insurance office approved by the School, 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 School, 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 and / or School within seven days of a request.

The School shall be responsible for any injury to persons or damage to property arising out of the letting of the premises. However, it is the responsibility of the hirer to inform the Governing Body, in writing and within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.

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 which would constitute an infringement of school policies (and in particular the school's Safeguarding and Equalities policies) or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises insurance coverage from time to time.

5. Licenses and Permissions

The hirer shall be responsible for obtaining any public licenses 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 Premise's License authorising entertainment, or by applying for a Temporary Event Notice. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

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

6. Public Safety

All conditions attached to the granting of the license, stage play or other licenses and 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 School 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/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

7. The HIRER'S Responsibilities

7.1 General

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.

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 must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity, which would constitute an infringement of school policies (and in particular the school's Safeguarding and Equalities policies), or which may in any way affect the insurance coverage of the premises.

7.2 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.

7.3 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. Interactive whiteboards in any classroom are not to be used.

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.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. 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.

7.4 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.

7.5 Kitchen / Food Preparation, Facilities and Equipment

Only adults preparing food are permitted access to the school kitchen where kitchen facilities are included in the letting. Food Hygiene Regulations must be adhered to at all times.

7.6 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/school, 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.

7.7 Smoking

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

7.8 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.

7.9 Nuisance / Disturbance

The hirer is responsible for the behaviour of all persons organising or attending the function and, in particular, for leaving the site in a quiet and orderly fashion and by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by the school, or any third party, resulting from any actions of any person organising or attending the function.

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. All music and/or other noise MUST cease promptly at the end of the period of the letting.

7.10 Disposal of Waste

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

7.11 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.

7.12 Rules

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

7.13 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.

Where notification has been received at least 28 days prior to the date of the letting, the fee will be refunded in full except for a set administration charge of £20, which will be retained to cover administrative costs.

Where notification has been received between 2 and 4 weeks prior to the date of the letting, the hirer will be entitled to 50% refund less £20 administration charge.

Where notification of cancellation is received less than 2 weeks prior to the date of the letting, no refund will be given. An alternative date may be arranged but this will be at the discretion of the school.

The Governing Body reserves the right to cancel any letting, whether confirmed or not, without prior notice and without compensation or refund, if:

- it suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event
- any condition of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in anyway
- any breach of licensing conditions occurs
- where payment for the hiring of the school facilities is not reached by the prescribed deadlines.

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 School Body as to whether a letting should be cancelled shall be binding on the hirer.

The Governing Body also reserves the right to cancel any letting if:

- the premises are required by anybody or person having a statutory right to use them

- the school is closed or becomes closed

In the event of cancellation by the school, for the reasons defined above, any fees paid in respect of the letting will be refunded. The Governing Body will endeavour to notify the hirer at the earliest possible opportunity; however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

It is the hirer's responsibility to notify its club members / attendees appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

7.14 Sub-letting

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

7.15 Storage Ancillary to the Letting

The permission of the 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.

7.16 Loss of Property

All property brought onto the premises is done so at the sole risk of the owner of that property. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the hirer, and it is the responsibility of the hirer to make his/her own insurance arrangements if required.

7.17 Car Parking

Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area. Users of the school should avoid undue noise on arrival and departure. 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.

7.18 Toilet Facilities

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

7.19 Right of Access

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

7.20 Vacation of Premises and additional costs

The hirer shall ensure that the premises are vacated promptly at the end of the letting session and all rubbish is removed.

It is the responsibility of the hirer to ensure that the premises are left clean and tidy, in the same condition in which they were found, with furniture being realigned and cleaning being undertaken if necessary. This includes all outside areas as well as indoor areas. The hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses, as a result of the premises not being satisfactorily cleared after the letting.

7.21 Advertising

Advertising for any event on school premises may only take place with the prior written permission of the Governing Body.

7.22 Health and safety

The hirer will comply with all Health and Safety requirements mandated by the school or other official body.

7.23 Site management

Weekend lettings can only be accepted when the Site Manager is prepared to undertake the additional duty.

7.24 Contact

A named contact person must be made known to the Site Manager at the start of the event.

7.25 Contravention of terms and conditions: If any one of the above terms and conditions is contravened, the Governing Body reserves the right to cancel this and/or future lettings, without compensation or refund.

Letting Indemnity Form

INSURANCE COVER

To comply with the conditions of the hiring 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:

.....

Signature: Date:

DECLARATION *(Please read before signing)*

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. 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.

I am over 18 years of age.

Signature: Date:

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

Please pass this form to the establishment, do not complete anything below this line

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

Signature (Headteacher): Date:

Signature (Chair of Governors): Date:

Appendix 5

Checklist for lettings

Items	Yes, No or NA	Date
Has the lettings policy been provided?		
Has the letting request been submitted to HT & SBM?		
Has the lettings agreement (Appendix 2) been sent out?		
Has the lettings agreement (Appendix 2) been returned?		
Has the request been approved in writing?		
Have School Safeguarding procedures been applied?		
Has age of the hirer been confirmed?		
Have all DBS checks if relevant been completed?		
Has the hirer provided proof of insurance?		
Have all relevant licenses been provided?		
If license were required has approval for governors been granted?		