

# Lettings Policy



## September 2022

Approved at committee: 28th September 2022  
Adopted & ratified by full governing body: 28<sup>th</sup> September 2022



## **LETTINGS POLICY**

### **Aims**

Our Six Aims:

1. Standards - To ensure that each child achieves their highest standard and makes good progress in all areas of school life.
2. Teaching and Learning - To provide pupils with high quality teaching in order to meet each child's learning needs by means of a broad, balanced curriculum.
3. Environment - To provide a secure, well resourced, high quality learning environment.
4. Management - To support the work of the school by effective management of finance, curriculum, administration and personnel.
5. Spiritual, Moral, Social and Cultural Development (SMSC) - To create a happy, inclusive school culture in which to promote our children's spiritual, moral and cultural development and in which all children feel valued.
6. Partnership - To promote a mutually supportive learning partnership with governors/parents and to extend children's skills and interests to the wider community. Parents of children with AEN will be kept informed of their child's progress as outlined in the policy.

### **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.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

### **Definition of a Letting**

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')"*. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

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.

### **Administrative Process**

Organisations seeking to hire the school premises should approach the caretaker, who will identify their requirements and clarify the facilities available. The school kitchen equipment belongs to the school and they will only permit the equipment to be used if a member of their own staff is in attendance and willing to be responsible for the safe use of these facilities. This is subject to change. Any hirers who need the use of kitchen facilities may request the use of the kitchen or upstairs staffroom, with the proviso that no children are permitted in the upstairs of the building, and the kitchen/ staffroom is left exactly as found. A **School Letting Request Form** (a copy of which is attached to this policy) should be completed at this stage and sent via email to the school email addresses:

[mark.spiller@leesfield.oldham.sch.uk](mailto:mark.spiller@leesfield.oldham.sch.uk) and to [l.whitworth@leesfield.oldham.sch.uk](mailto:l.whitworth@leesfield.oldham.sch.uk)

This form will specify who is to open and close the premises, which rooms are requested and the dates and times of the letting, including time to set up. 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 formally confirmed.

Once a letting has been approved, a signed copy of the **School Letting Request Form** which includes the terms and conditions of hire will be returned to the hirer. The letting should not take place until the signed form has been returned to the hirer. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges.

### **TERMS AND CONDITIONS** **FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **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 hire 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.

Groups are responsible for all DBS checks.

#### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

#### **Attendance**

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.

### **Public Safety**

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. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

### **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.

### **Damage, Loss or Injury**

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 Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Playground Use**

Use of the school playground will be permitted, subject to the Hirer being responsible for ensuring that the playground notices are observed with due consideration for local residents.

### **Furniture and Fittings**

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, 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.

### **School Equipment**

Any school equipment which is to be used during the hire must be requested on the **Lettings Request Form**. 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.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LEA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LEA. The intention to use any electrical equipment must be notified on the application.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements. The toilets must be left in a clean and tidy condition.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. 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.

### **Fire Regulations**

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and firefighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of fire evacuation procedures will be issued to hirers.

### **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises without permission from the Governing Body and subject to the relevant licence being obtained.

### **Smoking**

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

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority against all sums of money which the LEA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Sub-letting**

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

### **Charges**

Hire charges are reviewed annually and the current charge is set out in the **Lettings Request Form**. **All payments must be made in advance of bookings.**

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that 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 parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### **Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before and after the hire. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys or entry codes should not be passed to any other person without direct permission of the Governing Body of the school. The Hirer is responsible for the security of the premises during the hire and must ensure that it is not possible for unauthorised persons to enter the premises.

### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. Members of the Governing Body from the Finance & Premises Committee may monitor activities from time to time.

### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a clean and tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on school playground. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the nominated governor a week prior to distribution by the Hirer.

### **Data Protection Statement**

The procedures and practice created by this policy have been reviewed in the light of our Data Protection Policy. All data will be handled in accordance with the school's Data Protection Policy.

<b>Data Audit For The Lettings Policy</b>					
<b>What ?</b>	<b>Probable Content</b>	<b>Why ?</b>	<b>Who ?</b>	<b>Where ?</b>	<b>When ?</b>
Hirers	Name Address Telephone Email (where applicable) All the above of the Hirer	For school information & records	Caretaker & Heads	Lettings form Paper copies held in locked filing cabinet	Held on File for long-term lettings (eg Brownies) until hire no longer needed

As such, our assessment is that this policy:

<b>Has Few / No Data Compliance Requirements</b>	<b>Has A Moderate Level of Data Compliance Requirements</b>	<b>Has a High Level Of Data Compliance Requirements</b>
✓		

This policy will be reviewed every year or sooner if legislation / school assessment systems change.

**CONDITIONS OF USE:**  
**(To be printed on reverse of School Lettings Request Form)**

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Caretaker.
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place.
3. The School reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover.
5. Multiple Lettings: Accounts will be issued at the end of each school term, and are payable within 30 days from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.

**Single Lettings: Payment for single lettings must be made to the school before the commencement of the letting.**

6. If a letting over-runs the time booked, or additional cleaning is required, an additional charge will be made.
7. The school reserves the right to amend the charges giving 30 days notice.
8. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the caretaker that all group members have been evacuated safely.
9. Once completed the School Letting Request Form should be returned to the caretaker.
10. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.



# ST THOMAS' LEESFIELD CE PRIMARY SCHOOL

SCHOOL LETTING REQUEST FORM 2022/2023-

**PLEASE COMPLETE ALL BOXES and email to:**  
[mark.spiller@leesfield.oldham.sch.uk](mailto:mark.spiller@leesfield.oldham.sch.uk) and to [l.whitworth@leesfield.oldham.sch](mailto:l.whitworth@leesfield.oldham.sch)

NAME OF GROUP OR ORGANISATION:

\_\_\_\_\_

REGISTERED COMMUNITY GROUP: YES/NO

COMMUNITY REGSITRATION NO: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_ POST CODE \_\_\_\_\_

TELEPHONE-

HOME: \_\_\_\_\_ MOBILE: \_\_\_\_\_

WORK: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ROOMS REQUIRED:

\_\_\_\_\_

NATURE OF ACTIVITY:

\_\_\_\_\_

IF SELLING ALCOHOL HAS A LICENCE BEEN OBTAINED: YES/NO OR N/A (Please circle)

\_\_\_\_\_

DATES OF SINGLE LETTINGS:

\_\_\_\_\_

TIMES: \_\_\_\_\_

DATES OF MULTIPLE LETTINGS: (SPECIFY EXACT DATES)

DAY: \_\_\_\_\_ TIMES: \_\_\_\_\_ HOURLY RATE: **£7.00 per hour**

\_\_\_\_\_

I confirm that the information given in this form is correct and I agree to accept the conditions outlined overleaf.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Letting Approved by: \_\_\_\_\_ Date: \_\_\_\_\_