




<b>Policy</b>	Letting Policy (inc. guidance notes)
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<b>Signatories</b>	<div> <b>Acting Headteacher</b></div> <div> <b>Chair of Governors</b></div>

## **Wheatfields Primary School – Letting Policy**

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## **Wheatfields Primary School – Letting 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.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Revised rates will be set annually by the Governing Body for implementation in April of each year in line with inflation and rates costs, plus those costs relating to staff time for the purposes of security (Premises Manager) and administration time. Current rates are set out on the attached sheet.

The rates will vary for different types of groups and for different times and may or may not incur additional site team or cleaning time charges.

The classification of any particular hirer is at the discretion of the Premises Manager. In the case of any dispute about the classification then the hirer should appeal to the Governing Body whose decision will be final.

### **Definition of a Letting**

A letting is defined for the purposes of this Policy as "a non-exclusive licence 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.

It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

### **Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- **Cost of services (heating and lighting);**
- **Cost of staffing (additional security, caretaking and cleaning) – including "on-costs";**
- **Cost of administration;**

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- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Wheatfields Primary School Governing Body for implementation from the beginning of the next financial year, with effect from 1 April of that year.

Current charges will be provided in advance of any letting being agreed.

### VAT

Wheatfield's Primary School is VAT registered; in general the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

### Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, the Headteacher will consult the Chair of Governors of Wheatfields Primary School who is empowered to determine the issue on behalf of the Governing Body.

### The Administrative Process

Organisations seeking to hire school premises should approach the school office who will direct the enquirer to the designated member of staff; the designated staff member will identify the requirements and clarify the facilities available. An initial Request Form LET01 should be completed at this stage of the enquiry (a copy of which is attached to this model policy).

*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 Hire agreement will be drafted for approval and must be signed and agreed by both parties setting out the full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. 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 and payment shall be made in advance.

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The hirer must be a named individual and the agreement must 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.

All lettings fees, which are received by the school, will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

### **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.*

#### **i. Insurance**

The Hirer must have adequate Employers' (if relevant), Public Liability and Accidental Insurance in place and provide the school with current insurance certificates prior to the letting being agreed.

#### **ii. Public Liability and Accidental Damage Insurance**

As an alternative to asking each organisation to separately arrange public liability and accidental damage insurance (see terms and conditions), it is possible for the Governing Body to take out a single policy covering all lettings, and recoup the cost of the insurance premium via the lettings fee which is charged to individual hirers. This should be discussed with the School prior to the letting being agreed.

### **Public Liability and Accidental Damage Insurance**

Damage, Loss or Injury

EITHER:

The Governing Body has arranged appropriate public liability insurance to cover all 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. A pro-rata cost of the insurance premium can/will be included in the hire charge.

OR:

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 Cambridgeshire County Council will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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### **iii. 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.

Persons using the school premises for lettings may have to undergo, at the discretion of the Governing Body, DBS checks by the Disclosure and Barring Service if the organisation cannot provide their own evidence of safer recruitment DBS checks for all their staff. Evidence of safeguarding training must also be provided.

If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with legislation and DfES guidance from time to time.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified.

Sports coaches must follow the Cambridgeshire County Council guidelines for working in schools.

### **Terms and Conditions for the hire of the School Premises**

#### **iv. 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.

#### **v. 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.

#### **vi. Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

#### **vii. 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/child ratios at all times.

Prior to the letting, any activities must be agreed with the Headteacher and Risk assessments for each activity must be provided as evidence for school to see. If appropriate to the letting, staff ratios to children participating in any activity must also be set out and agreed with our Headteacher.

#### **viii. Bouncy Castles**

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Prior permission must be gained from the Headteacher if a Hirer wishes to bring and use a bouncy castle. The Keystage 2 hall could be used following assessment of the hall with our Headteacher and full sizes of the bouncy castle must be given and agreed prior to the letting. It cannot be taller than our hall clock and an adequate gap must be left to access the 2 fire escapes at all times.

### **ix. 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. It is the hires responsibility to carry out a risk assessment of the premises prior to commencement of the hire agreement comes into force.

Any Health and Safety concerns occurring during the period of the letting will be reported as soon as possible to the Premises Manager, and recorded in the red book next to reception.

### **x. 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.

### **xi. School Equipment**

School equipment should not be used at any time. It is the responsibility of the Hirer to provide what they need for their letting.

It can only be used if requested on the initial application form, and if its use is approved by the Headteacher.

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.

### **xii. 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 have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

### **xiii. Car Parking Facilities**

Subject to availability and agreement, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given. No general public use of the car park is permitted due to Health and Safety.

### **xiv. Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements. Specific and separate toilet areas for use by adults and children will be agreed prior to the letting and only these toilets may be used. Toilets must be checked regularly by the Hirer to ensure no abuse. The school's drains are old and hand paper put in toilets will cause blockages very quickly. Any abuse will result in additional charges incurred to rectify matters, being paid for by the Hirer.

### **xv. 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 schools resources is not available.

### **xvi. Food and Drink**

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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. If use of our kitchen area is required under special circumstances, this must be agreed with the Headteacher prior to the letting. Use of our ovens and kitchen equipment is not permitted under any circumstance as the Hirer must provide all their own equipment. We may be able to allow use of one fridge with prior permission which will be labelled for the Hirer's use only.

Only adults will be allowed in the kitchen area itself. Children may be allowed in the adjoining Keystage 2 dining hall (which is kitted out with fixed tables and chairs) with prior permission, but must be supervised at all times.

### **xvii. Litter**

All litter must be placed in the bin bags provided and you will be shown where they are to be disposed of (we have a large outside bin).

### **xviii. Clearing up after letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a 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.

School will provide relevant brooms, hoovers, mops and buckets in case of need:

- a) All areas hired must be left as found, in a reasonable state ready for cleaning
- b) Any spillages must be cleaned up immediately to keep people safe and avoid staining
- c) If either school hall is used, they must be swept after use
- d) Any tables or chairs used must be put back where they were found and left clean

### **Intoxicating Liquor**

- xix. No intoxicants shall be brought on to or consumed on the premises by external businesses letting the premises.

### **xx. Smoking**

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

### **xxi. Footwear**

Appropriate footwear to be worn around the school, no stiletto or any type of thin heel is to be worn in the hall areas.

If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **xxii. Sub-letting**

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

### **xxiii. Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

### **xxiv. 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.***

### **xxv. Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be



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allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

### xxvi. **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or authorised members of the Governing Body may monitor activities from time to time.

### xxvii. **Vacation of Premises**

The Hirer shall ensure that the premises are vacated **promptly** at the end of the letting, as we may charge for late departure. 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:-

- The grass verge to the front of the school
- The school playing fields to the rear

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.

All emergency exits must be kept clear for access at all times.

### xxviii. **Promotional Literature/Newsletters**

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

*The Schools' role must be recognised in writing in such information.*

## **Definitions**

**Commercial** includes commercial businesses, profit making ventures, private functions and commercial fundraising events.

**Charitable/Community** includes registered charities or community activities. These lettings cannot be organised to generate a profit.

The primary purpose of the school is to provide the accommodation for the teaching, learning and welfare of its pupils and for the lifelong learning offered through Adult Community Learning. The needs of these groups are paramount and will always take precedence over external lettings. We are also keen to encourage the use of the school by both community groups and by local business. This policy has been formed to make the conditions of lettings clear.

## **ARRANGEMENTS FOR BOOKING**

The School can be booked at the rates set each year subject to availability. The School reserves the right to refuse bookings particularly those which may cause public disorder, offend decency or perpetuate racism, sexism and the like.

All bookings for the school are dealt with by the Premises Manager. For hirers who use the School on a regular basis bookings may be made up to a year (52 weeks) in advance on an annual booking cycle. Other bookings can be made at any time by contacting the School Office on 01480 466919.

## **PAYMENT**

For a one off hire payment in full will be required on booking. Regular users (who book blocks of 10 weeks or more) will be invoiced once per month.

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### **SCALE OF CHARGES**

Outside school hours there may be extra charges to cover site team time or extra cleaning. All setting up of the rooms and extra facilities such as OHPs, TV, video, interactive whiteboards etc will be negotiated at the time of booking.

### **LICENCES**

Where a hirer wishes to use the building for a Public Entertainment then they must comply with the conditions of the Public Entertainments License held by the School. Hirers must make sure they have the appropriate licenses in place for the activity undertaken.

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SCALE OF CHARGES		
Room Hire	Commercial £/hour	Community £/hour
Classroom	15.00	10.00
Large Gym or Hall	35.00	25.00
Small Gym or Hall	25.00	20.00
Site officers time (in addition to above)		
Saturday	40.00	30.00
Sunday	50.00	40.00
Site officers standby time (in addition to above)		
On call up to 4 hours	20.00	17.50
On call up to 4/8 hours	40.00	35.00
<b>Normal opening times</b> Monday to Friday 8.00am to 7.00pm Saturdays 9am to 1pm  Other times may be available by prior arrangement with the Premises/Finance Manager on 01480 466919		
<b>One off bookings Payment to be received in advance</b> <b>Regular bookings for ten weeks or more will be invoiced at regular Intervals throughout the term</b>		
<b>Insurance if required 12.5% of the booking fee plus 5% tax</b> <b>Insurance excess £100 if claim is required</b>		

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INITIAL REQUEST FORM

Form: Let01

Name of Applicant: .....

Address: .....

Telephone Number(s): .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Hall, Playground, Football Pitch etc):

.....

Day of Week Requested: .....

First choice: .....

Second choice: .....

Third choice: .....

Start Time: .....

Finish Time: .....

(please allow time for your preparation and clearing up)

Dates Required: .....

Use of School Equipment (please specify your request): .....

Details of any Electrical Equipment to be brought: .....

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have DBS checks been carried out?

When?.....

By Whom.....

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to

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change, but the School will Endeavour to give prior notice if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information: .....  
.....  
.....  
.....

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: .....

Please print name.....

Date: .....

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### **HIRE AGREEMENT**

1. The Governing Body of Wheatfields Primary School, Nene Way, St Ives, Cambridgeshire.  
PE27 6WF
2. Name(s) of Hirer: .....  
Address(s) : .....  
.....  
  
Contact Telephone Numbers : .....
3. Areas of the School to be Used: .....
4. Specific Nature of Use: .....
5. Maximum Attendance: .....
6. Details of any School Equipment to be Used: .....
7. Date(s) of Hire: .....
8. Period(s) of Hire: .....
9. Fee (specify per hour or per session): £.....
10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the Hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Hirer Signatures:

On behalf of the Governing Body

.....

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.....

.....

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### APPENDIX 1: WHEATFIELDS PRIMARY SCHOOL LETTINGS GUIDANCE NOTES

Revised rates will be set annually by the Premises Committee for implementation in April of each year. Current rates are set out on the attached sheet. The rates will vary for different types of groups and for different times and may or may not incur additional site team or cleaning time charges.

The classification of any particular hirer is at the discretion of the Premises Manager. In the case of any dispute about the classification then the hirer should appeal to the Premises Committee of the Governors whose decision will be final.

**Commercial** includes commercial businesses, profit making ventures, private functions and commercial fundraising events.

**Charitable/Community** includes registered charities or community activities. These lettings cannot be organised to generate a profit.

The primary purpose of the school is to provide the accommodation for the teaching, learning and welfare of its pupils and for the lifelong learning offered through Adult Community Learning. The needs of these groups are paramount and will always take precedence over external lettings. We are also keen to encourage the use of the school by both community groups and by local business. This policy has been formed to make the conditions of lettings clear.

#### ARRANGEMENTS FOR BOOKING

The School can be booked at the rates set each year subject to availability. The School reserves the right to refuse bookings particularly those which may cause public disorder, offend decency or perpetuate racism, sexism and the like.

All bookings for the school are dealt with by the Premises Manager. For hirers who use the School on a regular basis bookings may be made up to a year (52 weeks) in advance on an annual booking cycle. Other bookings can be made at any time by contacting the School Office on 01480 466919.

#### PAYMENT

For a one off hire payment in full will be required on booking. Regular users (who book blocks of 10 weeks or more) will be invoiced once per month.

#### SCALE OF CHARGES

Outside school hours there may be extra charges to cover site team time or extra cleaning. All setting up of the rooms and extra facilities such as OHPs, TV, video, interactive whiteboards etc will be negotiated at the time of booking.

#### LICENCES

Where a hirer wishes to use the building for a Public Entertainment then they must comply with the conditions of the Public Entertainments License held by the School. Hirers must make sure they have the appropriate licenses in place for the activity undertaken.

#### SAFETY

Hirers will be issued with an External Lettings Emergency Procedure set of instructions. Hirers have a responsibility to ensure that all activities are safe and to safeguard their membership from violence or any avoidable harm. Hirers should ensure that any equipment that they bring into the School or use in the School is safe and suitable for the use to which it is put. Any potential hazards must be made known to the member of the Site team on duty. Hirers must ensure that Child protection checks are in place at all times.

If anyone is injured on the School site this must be reported to the site team member so that the necessary first aid/medical reporting procedures can be noted.

Hirers need to arrange suitable insurance to cover any damage to the premises, furniture or fittings and to indemnify the School and County Council against all actions relating to personal loss, damage or injury. The School Finance Manager can arrange the necessary insurance.

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Hirers who arrange an activity that is potentially dangerous must ensure that any instructors or leaders are suitably qualified.