Journey to Outstanding

DDAT
Derby Diocesan Academy Trust

Lettings Policy

Holbrook Primary School

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1. Introduction

The Governing Body controls the use of the school premises both during and outside school hours except where there is a trust deed that allows a person other than the Governing Body to control the use of the premises, or where a transfer of control agreement has been made.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. 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 teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject to separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions p 6)

- 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/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the summer term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

CHARGES FOR 2026/7

Community not for profit groups
£25 per hour – Up to 25 people
£35 per hour – Above 25 people

Private businesses
£35 per hour – up to 25 people
£45 per hour – Above 25 people

4. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), 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, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

6. The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher and SBM who will identify their requirements and clarify the facilities available. An ***Initial Request Form*** (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that 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 by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out 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 as appropriate in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should 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 independent 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 and reported to the Governing Body.

7. Public Liability and Accidental Damage Insurance

The Hirer must confirm at the time of booking 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 *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

8. Child Protection and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Headteacher prior to approval.

When determining whether to approve an application, the Headteacher will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.

- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Headteacher, balanced or outweighed by freedom of expression or artistic merit).

The School Business Officer will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the Police who will remove the person or group from school premises.

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.
If a particular letting involves contact with the school's pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.

- The Governing Body may require Disclosure and Barring Service checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.

- The Governing Body may agree to obtain Children's Barred List / DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice).

- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities

- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

Priority of Use

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

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

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.

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. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer. The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

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 *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, nor Derby Diocesan Academies Trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

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

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher *(or other person with delegated responsibility).* Responsible adults must supervise the use of any equipment that 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. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school nor Derby Diocesan Academies Trust will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

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

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, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

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 – with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

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 school against all sums of money which the school 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 current charges are set out in the ***Hire Agreement***.

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 is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting

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. Payment must be received by the school either prior to or on the date of the letting taking place. The hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

Security

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

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to 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 reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

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 a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher *(*or delegated officer*)* at least one week prior to proposed distribution by the hirer.

SCHOOL LETTING - INITIAL REQUEST FORM

Name of Applicant: .....

Address: .....

Telephone Number: .....

Name of Organisation: .....

Type of Business (Not for profit/private business/franchise)…….

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 equipment to be brought (including electrical equipment):.....

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have Children's Barred List and/or DBS checks been carried out? When? By Whom?
Please provide evidence in the form of original documentation (not photocopies)

……
……

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

……

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 change, but prior notice will always be given 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 by producing the schedule of insurance cover *(see Terms and Conditions for further details).*

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures *(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: …… ***Date:*** ……

HIRE AGREEMENT

1. The Governing Body of *(Holbrook C of E Primary School)* .....

2. The Hirer: .....

Address: .....

.....

Telephone : .....

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 ensure that suitable insurance cover is in place for any loss, damage or injury.

Signatures: ..... (The Hirer)

.....(On behalf of the Governing Body