



# Lettings Policy

Date: Spring 2021

Review: Spring 2022

## Earley St Peter's C of E Primary School

### LETTINGS POLICY

It is agreed by the Governing Body that the school premises or part thereof may be hired out in order to maximize the use of the school for security and economic reasons. Use of the school premises during these hours by local/community groups will also increase goodwill and promote good links with the local community and social cohesion.

#### **Lettings fall into these categories:**

1. Commercial
2. Trust Lettings: Youth and Community
3. Activities of benefit to the school
4. School association or individuals at the school's discretion

#### **1. Commercial Lettings**

Commercial lettings should be profit-making ventures with the school making an amount of income over and above any expenditure/costs involved in hiring out part(s) or all of the school.

#### **2. Trust Lettings**

These are lettings where it has been defined by the Trust that charges will be levied at the actual cost involved to hire the school or part of it for that particular period. Such lettings include:

Youth and Community / Further Education

Trust/LA required use, eg elections

#### **3. Earley St Peter's Church and School Association Lettings**

Governors reserve the right to waive charges in certain circumstances for Earley St Peter's Church and School Association use. Whilst every effort will be made to accommodate these groups this will not be to the detriment of regular hirers or previously arranged bookings.

#### **4. Other Groups or Individuals**

These lettings may fall into any of the above categories depending on the nature of the event. For non-profit making and charitable functions the actual cost rate will be used. One off rates will be calculated by the Operations Manager.

## **5. Roles and Responsibilities**

**5.1** The Local Governing Body, with advice from the Headteacher, will balance the desire to generate income against the desire to support “worthy” groups within the community, agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.

- Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- Consider issues of political balance
- Consider the implications of all requests received for the health, safety and security of pupils and staff
- Consider the implications for workload of all staff of any decisions made.

**5.2** The Headteacher will:

- Establish a central booking system
- Apply the criteria agreed by the governing body and consult with them on requests for bookings which do not meet these criteria, or where there is a potential conflict of interest
- Make arrangements for monitoring and evaluation
- Report back to the Local Governing Body at each LGB through the Finance and Premises Committee
- Decide on whether to accept or decline all bookings
- Give priority to all school and PTA events
- Arrange a site tour with a map to show safety in the grounds
- Make the Hirer aware of the relevant school policies including Safeguarding

## **6. Charges**

The charge for lettings shall cover the cost of caretaking/security, heat and light, wear and tear, and administration. An extra charge should be levied when there is likely to be extra cleaning needed, if any additional equipment is required, or if the letting is likely to run over the agreed time. A deposit should be paid in advance for one off bookings. The type of user and proposed function will determine the level of charges (see appendix 3 for a guide to current charges).

VAT is payable based on VAT regulations.

Charges for school lettings will be reviewed annually to take effect 1 April.

All formal hiring of the school’s premises, including those for which no charge is made, shall be properly documented. All hirers, must complete a booking form (see appendix 1) and sign their agreement to the conditions of hire (see appendix 2).

The Local Governing Body reserves the right to waive any charges at its discretion, but in doing so not relinquish the right to enforce the terms of any lettings agreement.

## **7. Insurance**

All users must carry sufficient public liability insurance (currently £5 million). Hirers must provide evidence of insurance prior to the event or alternatively hirers will be charged an additional 10.5% of the hire charge (minimum charge of £2.65), for Third Party Insurance to be covered within the School's public liability cover. All damage must be charged to the hirer.

Hirers must have policies and procedures in place to ensure the safety of themselves and others and must carry out appropriate risk assessments, which must be supplied to the school on request.

The School reserves the right to request a hirer to carry out a more detailed risk assessment activity at the hirer's cost and/or to comply with any reasonable risk assessment activity requested by the School in relation to any letting.

Every letting shall be organised and supervised by a responsible adult.

## **8. School Representative**

The School will nominate a person/approved security service provider as the school's representative during lettings. Hirers should liaise with the Operations Manager when requesting the letting concerning specific requirements such as setting out chairs, equipment etc. which may be charged for in addition to the letting rate in appendix 1.

The school representative has authority to take any necessary action to protect the school's interests during sessions.

## **9. Smoking**

The school operates a non-smoking policy. Anyone attending will not be allowed to smoke or inhale e-cigarettes within the confines of the school site, which includes all playground and parking areas within the school boundary.

## **10. Movement of Furniture and Equipment**

Hirers are responsible for ensuring that all furniture and equipment is returned to its original place and that all rubbish is placed in the bins provided. Any need to move furniture or equipment must be agreed prior to the letting.

## **11. Termination of Lettings**

The school also reserves the right to terminate any letting or cancel a future booking if the conduct of those attending is not of an acceptable standard or inappropriate use is made of the facilities.

All initial enquiries regarding the use of the school will be dealt with by the Operations Manager in consultation with the Headteacher and others as appropriate. If in doubt as to whether the school should be hired out, agreement must come from the Governing Body representative which in this

case would be the Finance and Premises Committee Chair. The committee should be consulted about proposed lettings to religious or political groups. The Finance and Premises Committee has the right to refuse to hire out the school premises.

Regular bookings will take priority over any one-off hire requests.

Lettings should not exclude the school's own use of the premises.

No letting should be to the detriment of the curriculum.

## **12. Cancellations**

The school reserves the right to terminate any agreed letting with a minimum of three days' notice, a full refund will be issued if cancelled. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with seven's day week notice period. If less notice is given, the full hire charge may apply.

## **13. Safeguarding and Child Protection**

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.

## **14. Policy Awareness**

This policy should be read in conjunction with the hire agreement and booking form, as well as our policies on Equal Opportunities, Safeguarding, Health & Safety and Earley St Peter's CE Primary School Code of Conduct.

### Appendix 1: Booking Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in this policy. If you have any questions, please contact Jane Jones, Operations Manager, via [admin@earley-st-peters.wokingham.sch.uk](mailto:admin@earley-st-peters.wokingham.sch.uk)

|   |   |
|---|---|
| Name of applicant/organisation and company number (where applicable)  |   |
| Applicant contact details   | Address:<br><br>Phone no:<br>Email address: |
| Preferred method of contact   |   |
| Purpose/activity of organisation  |   |
| Part of the premises requesting to be hired   |   |
| Date and time of first hire   |   |
| Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)                                 |   |
| Number of expected participants in the activity   |   |
| Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible) |   |
| Additional equipment you will be providing yourself   |   |

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [admin@earley-st-peters.wokingham.sch.uk](mailto:admin@earley-st-peters.wokingham.sch.uk) or to the school office. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

## Appendix 2

### Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; and
  - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.

13. Any cancellations by the school made with at least 3 days' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.



## LETTING RATES FOR 01 April 2021– 31 March 2022

### Appendix 3

#### CHARGES PER HOUR FOR SCHOOL HALL

| LETTING   | BEFORE 6PM | AFTER 6PM & SATURDAYS |
|---|------------|-----------------------|
| 1. Commercial, e.g. Music Groups  | £59.25     | £69.00                |
| 2. Youth & Community, e.g. Brownies & Guides                            | £25.00     | £25.00                |
| 3. Activities of particular benefit to this school, e.g. French lessons | £13.91     | £13.91                |
| 4. School Association fundraising                                       | NIL        | NIL                   |

The use of additional classrooms during a letting could be charged at a minimum rate of £13.25 per classroom.

The storage of equipment on the premises could be charged at a rate according to the area of storage space used.

Hire of the kitchen incurs additional costs as a member of the kitchen staff must be present whilst it is in use.

Negotiation of charges may be considered and all enquiries made in the first instance to the Operations Manager.