

# School Lettings Policy



**Signed:**

**Date:**

**Review Date:**

*Mission Statement 'Learning and Growing with God by our Side'*

## INTRODUCTION

The Governing Body has elected to manage its own premises use subject to direction by the LA or any statutory requirements. The schools' delegated budget share must not be used to subsidise any non-school use of premises and groups (eg: lettings).

### 1. DEFINITION OF A SCHOOL LETTING

A letting may be defined as *“any use of the school premises (buildings and grounds) by either individuals or 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.

This use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion of a school letting form, or occasionally a more formal licence or lease. Advice on what is the most appropriate form of Agreement can be found below.

### 2. LETTING AGREEMENT

This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, eg: use of school halls etc. It can also be used when a third party is using space more intensively, eg: they have full use of some rooms but the school retains control of access to the buildings, ie: the third party is dependent on the school as keyholder to the school site. A version is attached in Appendix 2 and the school will arrange this. Generally the school should:

- a) ensure that the terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation
- c) the Agreements should only cover one term/academic year
- d) the school would manage this process themselves

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 it or of creating any tenancy between the school and the Hirer

### 3. GOVERNANCE

#### **Management and Administration of Lettings/ Governance**

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, they will consult with the Governing Body, who will make a decision. Governing Body. Governing Bodies must consider the need for business & financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.

#### 4. THE ADMINISTRATIVE PROCESS

Those seeking to hire part of the school premises should approach the Headteacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available.

An **Application Form** (a copy of which is attached to this policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'The Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting.

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

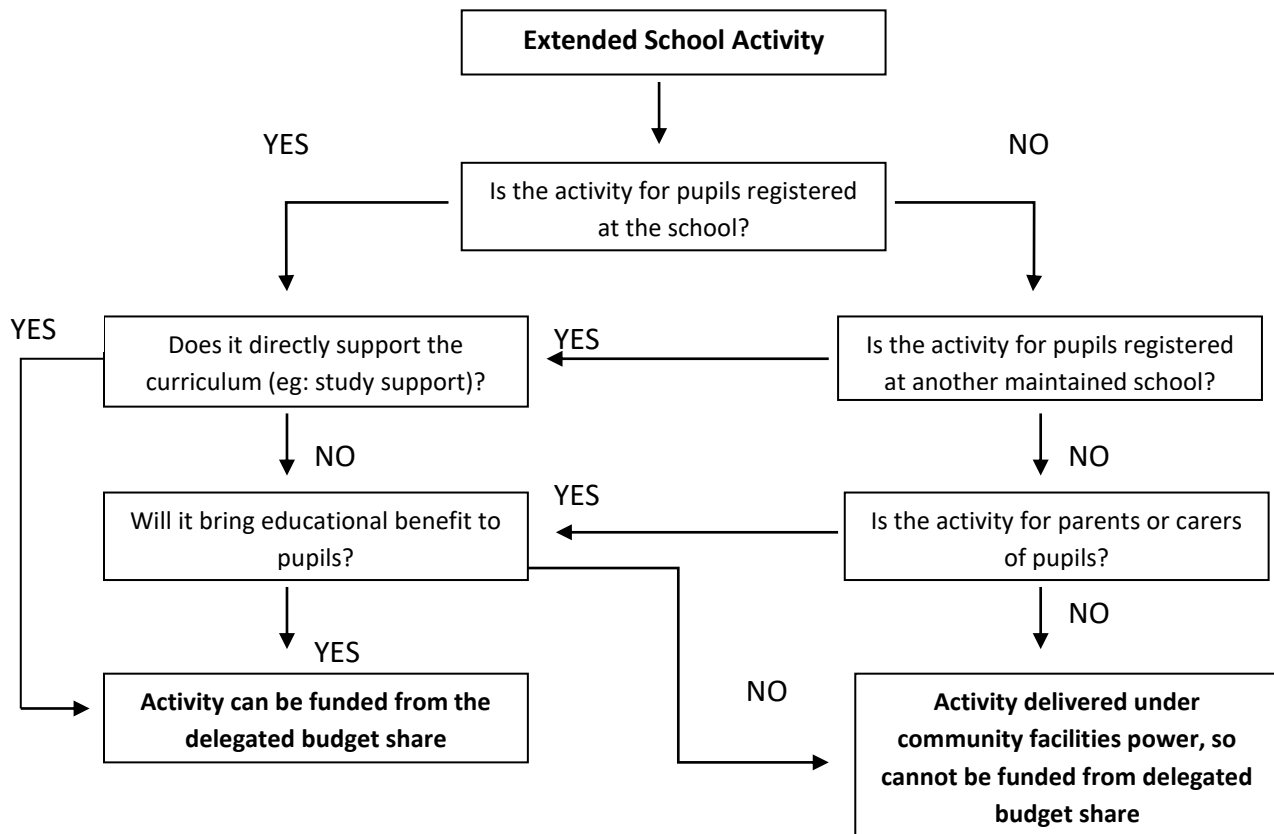
No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

#### 5. MATTERS FOR CONSIDERATION

The head teacher will need to consider a number of issues prior to agreeing to a letting. This may raise concerns that may be addressed in the Agreement.

## Finance

The school's delegated budget will not be used to subsidize any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid. The flowchart set out below is used where activities support pupils, families and communities through 'extended services through schools:-



Having asked the above questions and considered the particular circumstances of any proposed letting, the school might decide, for example that a parenting class is eligible for funding from the delegated budget because it helps pupils' parents / carers to support pupils' learning.

## Charges for 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:

- a: Cost of services (heating, lighting & catering);
- b: Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- c: Cost of administration;
- d: Cost of "wear and tear";
- e: Cost of use of school equipment (if applicable);

f: Fee in lieu of use of premises, ie: a rental value

The specific charge levied will be reviewed annually, by The Governing Body for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

Charges should be paid preferably before the commencement of the letting, but in any event the Hirer must pay within 28 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

All lettings fees which are received by the school will be paid into the school's delegate budget in order to offset the costs of services.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

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

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk and to have appropriate insurance in place. Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Safeguarding**

#### **Status of the Hirer & Safeguarding of Children & Young People'**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check (DBS). All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the hirer to ensure that there is adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

The Hirer must adhere to safeguarding procedures as set out below:

- a: Safe recruitment / selection practice (including but not only rigorous checking of applications, CVs, references and appropriate DBS checks) – including the training of those who recruit staff to work with children or vulnerable adults

- b: Clear expectations on staff with regard to personal conduct and promoting the well-being of children and adult service users
- c: Good induction systems and ongoing training / updates for staff (and others) in minimum standards in child protection, even where the primary service users are adults who are parents (not children)
- d: Clear access to Wrexham County Borough procedures & guidance for the protection of children
- e: Awareness of local protocols and systems for information sharing and referral
- f: Good supervision of staff / volunteers
- g: Clear and accessible complaints and whistle-blowing procedures
- h: Adherence to agreed local procedures for investigating allegations of harm or misconduct to children by persons in positions of trust – including independent advice and referral to the police as necessary
- i: Good record keeping (including decision-making about concerns / allegations) and database systems
- j: A formal and independent review process for learning from serious untoward incidents with regard to abuse of children or adults by those in a position of trust
- k: Regular audits of the above to ensure compliance
- l: Leadership / accountability in a named senior manager and clear access to specialist advice about child protection or the protection of vulnerable adults (externally if not available within the organisation)

### **Access**

Schools should consider the need for Hirers to comply with the Strategic Equality Plan and make reasonable adjustments. Where this is a strength of the school accommodation, this should be made explicit. However, the responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school. Schools are to consider exclusions, whilst also considering Equal Opportunities / Freedom of Expression Rights. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements.

### **Copyright and Performing Rights**

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA 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 LA prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

### **Furniture and Fittings**

The Hirer shall pay the cost of any reparation required. Any damages or broken equipment must be reported to the school or caretaker, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users. The Hirer will be able to store their equipment in a designated accessible area.

### **First Aid and Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the schools resources is not available.

### **Food, Smoking, Drink and Drugs**

No food or drink may be prepared on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided and emptied on a daily basis by The Hirer. No intoxicants/ unlawful drugs shall be brought on to or consumed/used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

### **School Equipment**

The Hirer must not use any of the school equipment.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

### **Behaviour**

The Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

### **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.

### **Site Security/Transportation of Young People/Educational Visits**

The Governors will pay for a person to be responsible for the security of the premises before, during and after the hire. The Hirer is responsible for the cleaning of the premises after its use. 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.

The school will be responsible for communicating arrangements for checking and switching off technical equipment, explaining fire procedures & fire risk assessments. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements. The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

### **Quality of Service**

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/activity operating from the premises, and ask the Hirer to provide data on the number and type of users. The Hirer must run a service which is of acceptable quality, is flexible and affordable and meets the needs of the local community.



**Appendix 1 SCHOOL LETTING – INITIAL LETTING APPLICATION FORM**

Name of Applicant:
Address (Individual or Organisation):
Telephone Number:
Name or Organisation:
Activity of Organisation:
Registered Charity/Company registration numbers:
Details of Premises Requested (Hall, Playground, Football Pitch, etc.)
Day of Week Requested:
<i>First choice:</i>
<i>Second choice:</i>
<i>Third choice:</i>
Start Time:
Finish Time: <i>(please allow time for your preparation and cleaning up)</i>
Dates Required:
Use of School Equipment (please specify your request):
Details of any Electrical Equipment to be brought:
Car Parking Arrangements requested:
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? ( <i>please enclose copies</i> )

*Dates during the year when the room 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 (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).*

**I have read and understood the policy and conditions required by me as The Hirer.**

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: .....

**Appendix 2 SCHOOL LETTING AGREEMENT**

The Governing Body of (insert school name and address)
The Hirer:
Address:
Telephone:
Areas of the School to be Used:
Specific Nature of Use:
Maximum attendance:
Details of any School Equipment to be used:
Date(s) of Hire:
Period(s) of Hire:
Fee (specify per hour or per session): £

- The Governing Body agrees to let the premises to The Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- 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.

I have read and understood the conditions required of me as The Hirer

Signatures: ..... (The Hirer)  
 ..... (on behalf of The Governing Body)  
 Date: .....

## **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.

### **Priority of Use and Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school. Access to the school’s toilet facilities is included as part of the hire arrangements.

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

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting.

### **Status of the Hirer & Safeguarding of Children & Young People**

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.

The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organization/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check (DBS). If a particular letting involves contact with the school’s pupils, all personnel involved must be checked. All staff in schools be cleared at Enhanced level and therefore this should be replicated across to third party users.

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.

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.

Where partnership activities take place (eg: between school, other local authority services and other 3rd parties), a responsible identified lead (if not the school) is to be established

who takes full responsibility for leadership, lettings application, finance, safeguarding and all aspects of risk management between all parties.

### **Charges and Cancellations**

Hire charges are reviewed annually and the current charge is set out in the ***Hire Agreement***. 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 all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance. The school will be given adequate notice of any proposed change of service. If school needs the space then they will give The Hirer one month notice for them to vacate.

### **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. The Hirer must run a service which is of acceptable quality, is flexible and affordable and meets the needs of the local community.

### **Conclusion of the Letting / Contract termination**

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 cost will be charged.

### **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 Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

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

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 "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event", and liability insurance is therefore recommended.

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. The Hirer must hold correct insurances.

### **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.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA 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 LA. The intention to use any electrical equipment must be notified on the application.

### **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.

### **Food, Smoking, Drink & Drugs**

No food or drink may be prepared 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 and emptied on a daily basis by The Hirer. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises is a non-smoking area, and smoking is not permitted.

### **School Equipment**

The Hirer must not use any school equipment.

### **Security**

The Governors will provide for a person to be responsible for the security of the premises before, during and after the hire. The Hirer is responsible for the cleaning of the premises after its use. 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.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or 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 the top 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.

### **Leaving of Premises/ Trips/ Transportation of Young People**

The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts). The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult:child ratios and supervision arrangements.

### **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.

### **Housekeeping**

The Hirer must ensure that the room is cleaned and rubbish is emptied on a daily basis.

### **Checklist**

#### **Responsibility of School**

The role of the school will include:-

- Communicating out of hours arrangements
- Arrangements for school closure
- Arrangements for keys and alarms in their absence
- Checking switching off technical equipment
- Explaining fire procedures & fire risk assessments
- Checking fixtures & fittings before and after the letting
- Complete annual checks on relevant equipment
- Signed copies of Lettings Agreement kept on file
- Notify the school of any changes in role, staffing, responsibilities, absence etc.
- To replenish toilet rolls and paper towels when needed

#### **Responsibility of Hirer**

The Hirer will:-

- Ensure Public Liability Insurance has been arranged for all activities
- Complete risk assessments, for both lettings and activities out of the premises
- Ensure adequate supervision, ratios and up to date and adequate recruitment and vetting checks, and ensure arrangements to liaise with the school on these matters where appropriate
- Take responsibility of tidying up, reporting and paying for damages, switching off electrical items
- Make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access
- Ensure the insurance and quality of additional resources brought in
- Establish register of emergency contacts
- Notify the school of any changes in role, staffing, responsibilities, absence etc.
- Ensure that the room is cleaned and rubbish is emptied on a daily basis