

Lettings Policy/Agreement



Approved by:

The Governing Body

Date: July 25

Signed

Howard Park Community School

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Lettings Policy/Terms of Agreement

Introduction

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

The conditions of letting in this document are required by the Council under the powers granted by Section 40 and Schedule 13 of the School Standards and Framework Act 1998. They are without prejudice to the Council's right to require further conditions in specific instances.

Use will not normally be granted for more than one school year at a time. Your attention is drawn to the Council's Schemes of Affiliation for Societies, Clubs, Associations and Youth Groups to the Council's Adult Education and Youth Services, details of which are available from the Council.

Where the event for which the premises are hired requires an Entertainment of Stage Play Licence and where no such licence is in force, contact Licensing, Public Protection Services

Definition Of A Letting

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Charges For A Letting

The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

Applying To Use The School

Applying to use the school premises should be made to the Head Teacher via the lettings officer and the Letting Agreement should be filled in at least 21 days before the event. The school holds the right to request two written references from appropriate persons prior to the hiring of the school premises.

The lettings officer will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The lettings officer is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the lettings officer/Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

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/ by email by the lettings officer. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing or by email by the lettings officer.

Letting Agreement

Once a letting has been approved, a letter/ email will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The named individual applying to hire the premises will be invoiced for the cost of the letting.

In the event of premises being required by the Council or the governors for any public or school purpose on any day on which it had previously been agreed that the premises were to be let, the Hirer shall be required, subject to the governors giving reasonable notice, to give them up on that day and may substitute for such engagement another day when the premises shall be available and no compensation of any kind save the repayment of any sum paid in advance shall be payable by the governors.

The provision in (a) above requiring reasonable notice shall not apply if the premises are required immediately by the Council due to unforeseen circumstances such as a local or national emergency.

The Hirer shall not, without permission, perform or permit any of the following during the period of hire:

- (i) the causing of any damage or alteration to the internal walls, structure or interior decorations of the premises
- (ii) the display of any advertisement either on the interior or on the exterior of the premises except on notice boards provided expressly for that purpose
- (iii) any damage to be caused to the floors of the premises by permitting the wearing of unsuitable footwear
- (iv) the use, removal, damage or interference with any fixtures, fittings, furnishings or apparatus located on the premises except those objects which are required for the purpose for which the premises have been hired and which shall be specified to the Governors at the time of the booking
- (v) the installation or use of any additional light or in any other way interfere with electrical or sound reproduction equipment on the premises
- (vi) the taking onto the premises of any object or performance of any action which, in the opinion of the governors, Chief Fire Officer of the West Yorkshire Fire Service, or the Council, represents a fire risk.

The Hirer shall be responsible for the taking out of the following when they are required:

Entertainment Licence for public dancing and entertainments;

Indoor Sports Entertainment Licence for sporting events to which the public are to be admitted;

Occasional Stage Play Licence;

Licence for a Car Boot Sale or other market.

The Hirer shall, when dances, stage plays or other public events are held, provide adequate stewarding to cover entrances and exits and to maintain order in the parts of the premises hired including toilets, cloakrooms and corridors. A minimum of four adult stewards shall be on duty during the whole period of the letting.

Termination Of A Letting Agreement

The Headteacher, or the Chairman of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached. Should this need to be enforced the hirers right to access the building will be withdrawn immediately. Should the hirer have equipment that will need to be collected or removed from the school site then this would be done at a mutually agreeable time.

Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at:

Risk Assessments/Covid-19

It is the Hirer's responsibility to ensure they hold the necessary risk assessments required for the running of any events. These must be available to the school on request.

School will update the Hirer should changes to Government Policy affect the terms of hire.

Appendix A

Scale Of Charges

Letting charges: *figures quoted below are for guidance*

Children's Centre Training Room/Play Space £20 per hour

Children's Centre Office Space £15 per hour

Hall £25 per hour

Playground/ MUGA £15 per hour (evenings)

Playground/ MUGA £60 per day (weekends or holidays)

An additional fee will be incurred should the caretaker be required to unlock, close, or stay on site.

For overtime worked on any night between 8.00 pm and 6.00 am there will be a supplement of 20% of the employee's rate payable in addition to the overtime rate.

Appendix B

TERMS AND CONDITIONS OF LETTING THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. 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 letting 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.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to Lettings Indemnity Form – Appendix D).

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £10,000,000 (ten million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted

- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 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.

6.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING AND VAPING

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

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.10 DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

6.11 ANIMALS

Anyone attending is not permitted to bring animals on to the premises except where the letting is for the purpose those animals, e.g. dog training schools. Except in the case of trained guide dogs for the blind and hearing dogs for the deaf.

6.12 RULES

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

6.13 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. 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 people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Estates Manager the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

6.14 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

6.15 STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

6.16 LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

6.17 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

6.18 TOILET FACILITIES

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

6.19 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body may monitor activities from time to time).

6.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

6.21 CLEANING OF THE PREMISES

The hirer is responsible for ensuring the premises are left in their original state. Where regular cleaning of the premises is required, it is the hirers responsibility to provide the necessary cleaning equipment. A dustpan and brush and will be provided and left by accessible by the school.

6.22 Security Of The School

The hirer is responsible for the security of school whilst they are using the facilities and ensuring the building and grounds are left secure. Contact details will be provided to the hirer in case of emergency whilst the building is being used.

Appendix B

LETTING AGREEMENT

Please complete this form in block capitals

Accommodation and
Facilities required

Other requirements
(e.g. chairs set out, equipment, etc)

Dates and times

Purpose of letting

Name of organisation

Will alcohol be brought
onto the premises

Are you obtaining a license
for sale of alcohol

Have you insurance to
cover the event

Full name of hirer

Mr/Mrs/Miss _____

Address of hirer

Contact Number _____

Signature of hirer

Date _____

Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licenses required on confirmation.

Headteacher's acceptance of booking
(The approval of the Chairman of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises).

Signed _____ Date _____

LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

Indemnity Limit: _____

Signature: _____ Date: _____

SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: _____

Name of Organisation: _____

Purpose of Letting: _____

Date: _____

Signature: _____

REFERENCES

Please provide two names of people who are in suitable position to provide a reference to verify you are suitable person for the letting of the school premises.

Name: _____

Relationship: _____

Contact Email/Number: _____

Name: _____

Relationship: _____

Contact Email/Number: _____

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature _____ Date of application _____

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss _____

(Please be aware of the school's emergency evacuation procedure, which is attached for your information)

Please pass this form to the establishment, do not complete anything below this line

It is confirmed that the accommodation required is available for the time and date(s) requested. The head of the establishment has been informed, that where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

Signature: _____ Date: _____ Headteacher

Signature: _____ Date: _____ Chair of Governors