




## Hunnyhill Primary School

Date of Review	July 2024
Next Review Due	July 2025
Staff Responsibility	Headteacher
Responsibility FGB/Committee	FGB
Signed by Chair of Governors	

### Lettings Policy

#### **Aims**

The Governing Body controls the use of the school premises both during and outside school hours. We regard 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.

#### **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')". Local Authority use is charged as a commercial organisation.

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.

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.

### **Commercial / Community Uses**

The school has a large hall, outdoor sports facilities, and a training room available to hire. The training room is available with a kitchenette. Tea, coffee and biscuits are available in the hire cost if chosen. If catering is provided then VAT will be chargeable - this includes provision of biscuits. Hirers can choose to provide their own refreshments and there will be no VAT charged.

### **Sporting Hire**

To comply with VAT rules, bookings for the use of sporting facilities should be made in blocks of ten sessions and proof will be required of affiliation to a VAT exempt organisation for VAT charges to be waived. If a hirer wishes to book an area that has fixed sports equipment but will not be using that equipment then VAT is not chargeable.

All hirers shall be licensees and are not entitled to exclusive possession of any part of the school premises/sports field. No relationship of landlord and tenant shall be created between the school and any hirer.

### **Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied 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)
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

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

### **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). Charges made in respect of Site Manager overtime and hire of equipment are subject to VAT.

### **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher has delegated the day to day management and responsibility to the School Business Manager whilst still retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body.

### **Licensing of Premises**

The Governors will be required to approve any application to the Licensing Justices for occasional licences for the sale of alcoholic liquor in connection with any function to be held on school premises, whether organised by a school organisation or any other body. It should not be assumed that this facility would automatically be available to all users of the premises and the actual application to the Licensing Justices would have to be made by the Hirers at their own cost. It is also the responsibility of the hirer to obtain other necessary licences/consents etc., which may be required for the function e.g., music & entertainment, copyright, performance etc.

### **Use of Playing Fields**

The hire of the playing fields will be subject to the suitability of the pitches for play on the day of hire. It is the responsibility of the hirer to check with the school about the condition of the field on the day in question. The hirer will be held responsible for his own legal liabilities in respect of any damage caused to any part of the playing fields.

Dogs are not permitted on the playing fields or school grounds, except by special arrangement – normally in the case of an assistance dog. No Fouling of Pitches.

All marquees and tents to be pitched away from the main playing area in locations agreed with the Head Teacher.

All litter to be cleared from the pitches and fields.

### **Key holder System**

Regular trusted users of the school premises may apply for the use of the main door key. The use of this will enable the hirer to lock up the premises. As the hirer will not incur full 'on cost' charges, the charge to hire the premises per hour will be increased. This is to include the cost of energy, wear and tear, and heating.

The person nominated to hold a key to the school will not be allowed to keep it permanently. The key holder will collect the key on the day of the letting from the school and hand it back the following day.

Long term letting key holders will hold the key until the end of their term of contract to which they will return the key to the office. Where the letting falls on a Friday evening, suitable arrangements should be made between the key holder and the school for the return of the key.

In the case of any difficulty arising from this condition or if any variation to the arrangement is required in a specific case, the matter should be discussed with the Head Teacher.

If the key holder loses the key, he / she will be responsible for meeting the cost of a replacement key and, if required by the school's insurer, a replacement lock

All hirers must have left the site by no later than 9.00pm

### **The Administrative Process**

Organisations seeking to hire the school premises should contact the School Business Manager who will identify their requirements and clarify the facilities available. An Initial Request Form 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.

Once a letting has been approved by (or on behalf of) the Governing Body, 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.

### **Insurance**

The school is part of the Local Authority's Third-Party Hirers Insurance scheme. The policy runs with the school year and incurs a charge of 10% of our fee income for lettings. The policy protects persons and organisations using the school premises under a hiring agreement against all allegations of negligence made against them, thus protecting the school from any claims that may arise on a contingency basis. Hirers must ensure they have their own activity public liability insurance. Evidence of the insurance must be provided with the booking form or the letting cannot be confirmed.

### **Child Protection**

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 school 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  
Whether the letting is deemed compatible with the ethos of the school

### **Charges**

Main school hall / playing field – £17.50\*

for every hour or part hour

£30.00\* for a 3-hour session (this being a morning, afternoon or evening)

*\* - prices may vary according to the activity and facilities required. Please contact the School Business Manager for details.*

Training Room including screen and laptop to run presentations in line with school E-Safety Policies. £25 per hour; minimum hire 2 hours.

Refreshments by separate arrangement

Kitchenette facilities – additional £20.00 subject to understanding that kitchen will be left exactly as it is found.

A locking up charge will be levied of £20 per session. Exemptions and reductions may be negotiated for multiple lettings.

Any photocopying will be charged at 25p per sheet and will be performed by the office staff. Costs will be added to the invoice.

Commercial and regular / long-term bookings can be negotiated and agreed by the Headteacher. These charges cover normal use of lights, heating, toilets and equipment such as tables and chairs. If the hirer wishes to use other specific school equipment separate arrangements and charges will need to be agreed.

Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.

## TERMS AND CONDITIONS FOR THE HIRE OF 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.

If a 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 regarding 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 criminal records 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 DBS clearances on behalf of a hirer the cost of which will be passed to the hirer.
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities

### Priority of Use

The Headteacher or Senior Administrator will resolve conflicting requests for the use of the premises, with priority always 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 is 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.

Hirers should point out to their members the appropriate procedure and exists in case of fire and familiarise themselves with extinguisher points. All people who use the school buildings out of hours need to be aware of emergency procedures. The hirer is responsible for ensuring all persons in their group are aware of the fire procedures. The hirers are also responsible for providing their own First Aid personnel. Fire procedures are displayed on the wall. Hirers are expected to familiarise themselves with the layout of the area hired and the fire escape route.

Hirers should ensure that only their own members are on the premises during activities and be aware of the security of the premises during and after their activity.

Hirers should be sure to apply and communicate any relevant Health and Safety information to their members.

### **Insurance**

The school is part of the Local Authority's Third Party Hirers Insurance scheme. The policy runs with the school year and incurs a charge of 10% of our fee income for lettings. The policy protects persons and organisations using the school premises under a hiring agreement against all allegations of negligence made against them, thus protecting the school from any claims that may arise on a contingency basis. Hirers must ensure they have their own activity public liability insurance. Evidence of the insurance must be provided with the booking form or the letting cannot be confirmed.

### **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.

Where the stage and/or lighting is required for school use it will not be removed for the hirer and it will remain in situ for the duration of the school event. The hirer shall not move any equipment, lights or other items (whether on the stage or elsewhere) without the prior written approval of the school.

### **School Equipment**

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

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 school's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. 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 either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by our Site Manager. 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**

Use of the car park is out of school hours only. Parking for daytime trainings *may* be available and can be discussed on a case by case basis with the Headteacher. Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority 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 but only if hiring the inside areas. If hiring the school field and you need access to toilet facilities, please specify this at the point of enquiry.

### **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.

### **Alcohol/Drugs**

No alcohol/drugs shall be brought on to or consumed on the premises without prior permission from the Headteacher.

### **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. This includes electronic E-Cigarettes.

### **Suitable footwear**

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

### **Sub-letting**

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

### **Payment of Hiring Fees**

Hire charges are reviewed annually and current charges are set out in the Hire Agreement. Late payment is subject to an additional administration fee.

Club Bookings: Payments made on receipt of monthly invoice One-Off

Bookings: Paid in advance or on the day

### **Cancellations**

The school requires 7 days' notice in writing if any event is cancelled. Failure to cancel incurs the full hire charge. Please note the school reserves the right to cancel bookings at any time. Where this is necessary as much notice as possible will be given to the hirer; in these circumstances a full refund of any booking fee paid will be due.

### **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. Hirers should report to the caretaker or Headteacher any damage, which has taken place during the letting.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting – and no later than 9.00pm. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

### **Suspension of Activities**

Hunnyhill Primary School reserves the right to suspend any school-based activities by any hirers, community or commercial, should any safeguarding allegation be made, or any damage to the grounds, buildings or equipment

occur. The hire will be reconsidered at the discretion of the Headteacher upon satisfactory resolution of the allegation or damage.

### **Prevent Agenda**

The school will not hire out any part of its premises to any individuals or groups, political, racial, religious or other cause, with views which may be called extreme or radical. If the school has any doubts about suitability of potential or existing hirers it will consult the LA and/or the police. Any decision by the school to refuse hire is final.

### **The hirer is responsible for:**

1. The behaviour of all persons organising or attending any let and are liable for any costs incurred by Hunnyhill Primary School due to actions resulting in damage or loss caused by these persons.
2. Ensuring all persons organising or attending a let are aware of the Emergency procedures.
3. Ensuring all vulnerable groups have the appropriate organisers with DBS clearance.
4. Ensuring the room or area hired is left in a clean and tidy condition.
5. Ensuring that all toilet facilities are left in a clean and tidy condition.
6. Ensuring that all lights are turned off and doors properly secured after use if appropriate.
7. Obtaining any licences for consumption of alcohol or music performances **if** the school has given permission for these.
8. Ensuring that no person smokes on the premises, this includes the outside areas.
9. Ensuring compliance with the current Equality legislation. (School Policy available on website.)

### **The school will:**

1. Undertake to ensure that all facilities booked at the time of hire are in working condition.
2. Set out training rooms to the hirers' requirements if 7 days' notice is given and the requests are reasonable.
3. Provide tea, coffee, sugar and milk and the use of the kitchenette if appropriate.
4. Ensure toilet facilities (if appropriate) are clean.
5. Inform the hirer as soon as it's known if the let must be cancelled.
6. Reserve the right to refuse any booking.
7. Place a maximum number of 30 persons plus the organisers attending any let unless previously agreed at the time of booking.
8. Reserve the right to cancel the booking if it has cause to believe that any of these conditions may be broken.
9. Reserve the right to have a member of staff observe any let to ensure compliance with the conditions of hire.
10. Reserve the right to suspend any bookings in the event of a safeguarding allegation or Prevent Agenda allegation against the hirer or any person working for them (either paid or voluntary), or if any damage is caused to school property, until the matter is resolved satisfactorily.

### **Complaints Procedure**

#### **What if the school has a complaint about our group/organisation?**

If the school has concerns about a let the following procedures will be followed: -

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

#### **What if I, as the Hirer, have a complaint about my let or booking agreement?**

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed: -

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.



2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

**What if a third party complains?**

1. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the outcome.

**APPEALS PROCEDURE**

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body’s decision is final.

**BOOKING PROCEDURE**

1. Applicants should fill in an application/booking form and return to the main school office for the attention of the School Business Manager. (Appendix B).
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to the terms and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let. An invoice will be sent following the let.
6. The hirer should then pay the booking invoice within the time stated and ensure they receive a receipt of payment. Failure to pay the invoice will result in further bookings being cancelled.
7. The hirer must ensure that they meet the representative of the Governing Body – usually the School Business Manager - and sign for the conditions of the building on arrival.

The hirers signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school lettings policy.

<b>LETTINGS CHECKLIST – for use of School Business Manager</b>	
Issue application form + Terms and Conditions of Usage and Booking Procedures to the potential Hirer (as attached)	
Receive completed application form (mark date of receipt)	
Assess suitability of applicant.	
Check availability of premises.	
Check availability of Site Manager.	
Confirm booking in diary including the hirer’s contact details.	

<b>Following the let:</b>	
Finance Manager to send an invoice for booking with 'payment must be received by' date.	
Upon payment, the Finance Manager sends the receipt to the hirer.	
Record and bank payment (a. lettings with VAT will be recorded on the Monitoring Statement and b. lettings with no VAT will be reported on separately)	
Ensure payment has cleared before future lettings are allowed to proceed.	

**APPENDIX B**

**APPLICATION FORM FOR THE USE OF SCHOOL PREMISES**

This form is to be completed by the person responsible on behalf of the hirers. It is understood that the person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

Bookings contact : 01983 522506 – ask for the School Business Manager. E-mail : [sbm@hunnyhillschool.co.uk](mailto:sbm@hunnyhillschool.co.uk)

Accommodation Requirement	Time		Dates	Total Hours	Cost per hour	TOTAL COST
	From	To				
School Hall						
School Field						
Training Room						
Training Room <b>PLUS</b> Tea/Coffee facilities						
Kitchenette facilities						
Locking up charge						
<b>TOTAL COST</b>						
Nature of Organisation:						
Nature and object of meeting:						
Estimated number of people to be present (please specify adults and children separately):						
Equipment						
How many chairs will be required?						
How many tables will be required?						
How do you wish the Training Room to be configured – if applicable						
Please detail any other requirements						

OFFICE USE ONLY:

Insurance / Licence verified (Policy Company & Number)	
Invoice Sent	
Payment Received	

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