

Church Lawton School

Lettings Policy

Title of Policy	Lettings
Date of adoption	March 2016
Review Frequency	Annually
Date of Last Review	January 2023
Date of next review	March 2024
Additional information	Policy to be issued to all hirers in conjunction with fire procedures and policy

1. Adoption

The Local Governing Body at Church Lawton School have adopted the lettings policy set out below.

2. Introduction

The Local 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 Local 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.

2.1 Definition of a letting

A letting may be defined as 'any use of the school premises by parties other than the School or the Liberty Academy Trust, 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. Governing Body meetings or where learners are supervised by school staff, are considered School related and do not require a letting agreement.

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2.2 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. These will be reviewed on an annual basis (Appendix A).

3. Applying to use the school

Applying to use the school premises should be made to the School Business Leader and the Letting Agreement (Appendix C) should be completed at least 21 days before the event. Appendix B, Terms and Conditions of Hire, must be read in conjunction with this policy by the hirer.

The School Business Leader will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The School Business Leader is responsible for the management of lettings, in accordance with the School's policy, but the Principal retains overall responsibility.

Maximum capacity rates will be adhered to in line with latest government guidance.

If the School Business Leader has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Principal, who has the authority to determine the issue on behalf of the school and the Local Governing Body.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice. No letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or

function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

4. Letting agreement

Once a letting has been approved, a letter 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 letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The Hirer will be invited into school prior to the date of the letting to meet with the Site Facilities Manager or other designated person, to go through emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance and dependent on the nature of the letting, safeguarding policies and DBS certificate(s).

The named individual applying to hire the premises will be invoiced for the cost of the letting in advance of the letting taking place. All invoices must be settled within 30 days of invoice date. Failure to pay will result in legal proceedings.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

4.1 Termination of letting agreement

The Principal, or the Chair 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 in Appendix B. Any hiring of the playing field/MUGA may be cancelled without notice if weather conditions or the

state of the ground make it likely that unreasonable damage may result from use.

The Hirer must provide the School with a minimum of 7 days' notice to terminate a letting. Should the required notice not be received, the full fee will be payable. Should the School cancel the hire, a full refund will be issued. 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.

5. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact **Lorraine Clegg, School's Designated Safeguarding Lead**, as soon as reasonably practicable.

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 Principal reserves 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 Principal is not satisfied, then he/she reserves 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.

APPENDIX A

Lettings Rates March 2023 – August 2024

For Groups using the School for a regular letting, at least four times per term, booked in advance, the booking fee will be negotiated, dependent upon usage and facilities required.

This will be £25 minimum per hour for regular lettings and £30 per hour for single functions. The use of additional facilities and furniture will be priced by negotiation at time of booking.

These hire charges will be reviewed annually.

APPENDIX B

Terms and conditions of hire of the school premises

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.

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.

This licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.

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.

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 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 prior to the letting commencing and provide the school with a copy of the organisation's Safeguarding Policies and Procedures.

3. Indemnity and insurance

The hirer shall indemnify and keep indemnified the School, the Liberty Academy Trust and the Local Governing Body 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

(refer to Lettings Indemnity Form – Appendix D).

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.

The hirer shall take out insurance with a reputable insurance company, in the name of the hiring individual / organisation to protect 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 Principal, 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 accidental damage to the premises including liability for fire and explosion risks arising from the let of the premises and accidental bodily injury including death to third parties and further in respect of damage to their property.

The hirer shall produce the policy of insurance with the completed lettings agreement form and receipts for the current premium or premiums upon request by the Principal within seven days of a request.

Neither the School, the Liberty Academy Trust nor the Governing Body 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 must be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Principal. The Site Facilities Manager must be telephoned on **07857 500430** if any such event should occur. In the event of the Site Facilities Manager being unavailable an alternative telephone number will be provided by the School.
- d) The hirer will agree to attending a familiarisation meeting with the Site Facilities Manager prior to the letting taken place, and is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points, and 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 Local 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 School, the Liberty Academy Trust and 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.

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.

Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

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

The hirer shall be responsible for all matters relating to health and safety, including carrying out risk assessments, and shall be responsible for those in attendance during the specified time. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.

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 Responsible person

The Hirer will ensure that a responsible person will be present on the premises at all times during the period for the letting.

6.3 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.

6.4 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.

Hirers are reminded that equipment should only be used with the prior consent of the School.

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.

6.5 Food and drink

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

6.6 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.

6.7 Entertainment and functions

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed. It shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

6.8 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 Principal/Local 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.

6.9 Smoking

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

6.10 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.

6.11 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.

6.12 Disposal of water and cleaning

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

Any cleaning undertaken which, in the opinion of the officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.

6.13 Animals

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises

6.14 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. The parking of vehicles on the

school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises. Users of the school should avoid undue noise on arrival and departure.

6.15 Playing field

Any hiring of the playing field/MUGA may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn. Charges made are set to reflect the expense of wear and tear.

6.16 Rules

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

6.17 Charges, VAT 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 7 days' notice 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 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.

The School, Liberty Academy Trust and Local 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 School 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).

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the School Business Leader the Principal reserves the right to terminate the letting with notice of one week. The School, Liberty Academy Trust and Local 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 Principal 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.

The School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon the Hirer shall pay the School's charges on demand.

VAT may be applicable in certain circumstances and for certain lettings. The Hirer should enquire at the time of booking whether VAT is payable.

6.18 Sub-letting

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

6.19 Storage ancillary to the letting

The permission of the Principal must be obtained before goods or equipment are left or stored on the premises.

6.20 Loss of property

The School, Liberty Academy Trust and Local 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 and provide the required documentation to the School.

6.21 Toilet facilities

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

6.22 Right of access

The School shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises. The Principal, Senior Staff, Premises Staff and the Local Governing Body reserve the right of access to the premises during the letting for emergency or monitoring purposes.

6.23 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.

APPENDIX C

Hire Request 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 Appendix A and B of this policy. If you have any questions, please contact the school via email office@churchlawtonschool.org.uk or telephone 01270 877601.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	

<p>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</p>	
<p>Number of expected participants in the activity</p>	
<p>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)</p>	
<p>Additional equipment you will be providing yourself</p>	
<p>Will alcohol be brought onto the premises</p>	
<p>Are you obtaining a license for sale of alcohol</p>	
<p>Have you insurance to cover the event</p>	
<p>Please provide details of insurance cover and</p>	<p>Name of Insurance Company:</p>

complete and return Appendix D	Policy Number: Expiry Date: Amount of cover: Type of Insurance (e.g. public liability):
Confirmation and details of the safeguarding and child protection arrangements you have in place	

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

Name _____ Date _____

Signature

Signature of Director (Limited Companies/Charities)

_____ Date _____

Please Print Name



Please return this form via email to office@churchlawtonschool.org.uk or to the school office at Church Lawton School, Cherry Tree Avenue, Church Lawton, Stoke-on-Trent, Staffordshire ST7 3EL at least 21 days prior to hire date. 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.

Principal's acceptance of booking

Yes **No**

Signed _____ Date _____

APPENDIX D

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:** _____

Please provide the school with the original policy document to be photocopied for school records.

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: _____

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 **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.

* Please delete as applicable

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 Principal has been informed, and where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

Signature: _____ Date: _____ Principal