

# Barrs Court Primary School

## Lettings Policy

(Statutory Policy Document)

Version No 2

September 2023



<b>Date approved by Headteacher</b>	15 <sup>th</sup> September 2023	
<b>Date approved by Staff</b>	September 2023	
<b>Date of Full Governing Body Approval (if required)</b>	12 <sup>th</sup> October 2023	
<b>Policy Review Frequency</b>	Annual	
<b>Next Review Date</b>	September 2023	

## **Barrs Court Primary School Lettings Policy**

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.

### **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**

Charges will be reviewed annually by April for the following academic year, setting a market rate for the facilities let.

Payments for multi-lets will be on a termly basis, invoices will be sent to the individual hirer.

The School Business Manager may decide, in consultation with the Head if appropriate, that a letting is not cost-effective and decline the request.

Charges will include, where appropriate, the full cost of staff availability and, where possible equipment maintenance. This sum will be specified where possible

### **AVAILABILITY TO SCHOOL**

The school buildings should be available for the exclusive benefits of the pupils and staff between the hours of 8.00am and 6.00pm during school terms. Any exceptions to this must be specifically approved by the Headteacher.

Any letting outside of these hours in term time weekdays will be carefully considered to ensure that any school extra-curricular activities can continue to take place. Use of the school buildings outside school hours required by the pupils, staff, Governors and P.T.F.A should, as far as possible, be registered with the School Business Manager by the end of July for the following academic year. Any additional requirements will need to be checked against the lettings diary.

With the exception of lettings to the school's PTFA, the school will make a charge sufficient to cover all costs, and reserves the right to charge the hirer for damage or other exceptional costs as a result of the hire.

### **AVAILABILITY OF FACILITIES**

Any letting of the external sports facilities should either have the facilities ready for students' use at the end or else include within the agreed fee the additional grounds maintenance charges to achieve this.

Lettings will not normally include specialist facilities apart from heating, lighting and access to electrical power.

### **APPLYING TO USE THE SCHOOL**

Applying to use the school premises should be made to the School Business Manager and the Letting Agreement should be filled in at least 21 days before the event.

The nature of the event and estimated number of users must be clearly defined by the hirer. Events such as Lectures, Meetings and Choirs are more suitable use of the premises than, for example; weddings, parties and discos.

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

If the School Business Manager/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.

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 Governing Body has the right to refuse an application and 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.

## **LETTING AGREEMENT**

The letting application 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.

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting.

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

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

## **TERMINATION OF LETTING AGREEMENT**

The Headteacher, 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 policy.

## **SAFEGUARDING**

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 Practice.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice 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.

## **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.

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 £5,000,000 (five 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 liability for theft or damage to belongings arising out of the letting of the premises.

## **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.

## **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.

## **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.

The hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities and shall report any deficiencies to the caretaker or key holder.

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.

## **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.

## **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.

## **PUBLIC ENTERTAINMENT**

All public entertainments must be overseen by a responsible person nominated by the hirer, a responsible person being 21 years of age or more, who shall be on the premises at all times whilst the entertainment is in progress.

It is important that all responsible persons of events open to the public (whether for a fee or not) are familiar with the conditions of the licence granted to the school in respect of the above.

## **SPECIALIST ACTIVITIES**

Where specialist activities with a higher than normal risk of injury, damage or loss are to take place, the hirer must, before booking can be confirmed, assure governors that:

- a) Those in charge are suitably qualified
- b) The correct equipment is being used
- c) All appropriate guidelines, codes of practice (statutory or otherwise) are being observed
- d) The hirer has insurance which will reimburse the school for any damage or loss resulting from their activities

Exceptional use of the specialist facilities (e.g. PA system or projector).

The hirer will be responsible for the use/safety of equipment used and should remain on site throughout the letting period.

### **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.

Use of the tables and chairs stored in the hall cupboard are included in the letting hire. Care must be taken of these, and of all other equipment and fittings within the school, including display work, occasional furniture etc.

***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.

### **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.

### **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.

### **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.

### **SMOKING**

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

### **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.

### **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.

### **DISPOSAL OF WASTE**

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

### **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.

### **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.

### **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.

### **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. Car parking is available on site for 12 vehicles only, with on-street parking for any excess. Driveways should be kept clear, and the disabled parking spaces should only be used by badge-holders.

### **TOILET FACILITIES**

Toilet facilities are limited – 2 female and one disabled/gents toilet.

### **RULES**

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

### **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 School Business 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

### **SUB-LETTING**

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

### **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 from the Finance Committee may monitor activities from time to time).

### **KEYHOLDING**

It is normal practice for the Caretaker (or other authorised keyholder) to open up the building at the commencement and lock up at the end of the hiring period. The named hirer must be present to confirm to the Caretaker that all persons have left the building and that everything is in order.

There may be situations where it will be appropriate for the hirer to hold a set of keys so that they can unlock/lock the schools premises for their agreed sessions. In these circumstances, the hirer will receive appropriate training on the security procedures and will be asked to sign a receipt for the keys that they hold. The school reserves the right to remove this service at any time.

### **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.

All bookings must be finished by 10pm and the building vacated by 10.30pm unless specific arrangements have been put in place.

***The hirer must ensure that the premises are left in a reasonable and tidy manner to ensure that the school can function smoothly on the next working day.***

# Barrs Court Primary School



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[www.barrscourtprimaryschool.co.uk](http://www.barrscourtprimaryschool.co.uk)  
Facebook: [@barrscourtps](https://www.facebook.com/barrscourtps)  
Headteacher: **Daniel Webster**

## Lettings Application Form

Accommodation required: \_\_\_\_\_

If required - number of tables and chairs: \_\_\_\_\_

Purpose of Hire: \_\_\_\_\_

Day of Week: \_\_\_\_\_

Dates required: from \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_

Time required: from \_\_\_\_\_ to \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Full Postal Address: \_\_\_\_\_ Post code \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Mobile \_\_\_\_\_

Name of Group or Club: \_\_\_\_\_

Will alcohol be brought onto the premises? **Yes/No**

Are you obtaining a license for the sale of alcohol? **Yes/No**

Do you have insurance to cover the event? **Yes/No**

**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: \_\_\_\_\_



**I agree to be responsible for the fees charged in respect of this letting and to observe the Lettings Policy Requirements.**

Signature of applicant: \_\_\_\_\_ 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.

**Barrs Court Primary School  
Letting Approval**

Name of Group or Club \_\_\_\_\_

Name of Applicant \_\_\_\_\_

I recommend that this application is approved/not approved.

Comments:

Signed \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Headteacher or Chair of Governors)

The approval of the Chairman of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises.

Date Caretaker informed \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**COST OF HIRE:** (payment to be made in advance unless by arrangement)

Accommodation	WEEK-DAY	WEEK-END & BANK HOLIDAYS
Hall	£20 per hour	£25 per hour
Field	£20 per session	£20 per session

Charges for subsequent hours etc negotiable.

If the hall is used as a sports hall there will be a charge in respect of VAT at 20%

If further accommodation is required it may be possible to utilise other rooms/ areas. Costs to be discussed and agreed.

Any additional information:

This form will be photocopied:-

Original - in School Office

Copy 1 - to Hirer

Copy 2 - to Caretaker