

Lettings Policy



Signed (Chair of Governors) *J. Rowlands*

Signed (Headteacher) *A. Hayes*

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1. Policy Statement

The Governing Body at Latchford St James CE Primary School encourages the use of the school building and/or grounds for the benefit of the whole local community. The education of our pupils is our prime focus, however, we believe that education is a life long process, which should be available and accessible for all. Promoting wider use of the school premises to provide a range of activities and services, often beyond the school day, to help meet the needs of pupils, their families and the wider community is a key feature of the school ethos.

Any lettings must not compromise on the high standard of education we provide our pupils as this is of paramount importance. At no time will the school use their delegated budget to subsidise non-school activities.

In deciding whether or not to let our premises, the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise as a result of the booking being accepted.

The Governing Body reserves the right to seek a reference regarding any other agreements in place with the hirer before any booking is accepted.

2. Key Points for Letting Premises

A Lettings Agreement must be completed for all lettings. ***Failure to comply with the Terms and Conditions of the Lettings Agreement, this Lettings Policy and any other relevant school policies may result in immediate termination of the agreement.***

All commercial users of the premises must provide a valid risk assessment for the activity together with copies of any relevant insurance documentation and licences before any lettings activities can commence, on the annual anniversary of the date the letting commenced and as and when requested by the school.

All community users must obtain a copy of the relevant risk assessment from the school office prior to the date of the letting and comply with the relevant recommendations.

It is the responsibility of the hirers to ensure the venue is fit for purpose and that all school property is left in the condition and location it was found. The hirer is responsible for rectifying any damage caused to the property and grounds during the letting period.

Decisions whether to approve lettings rest with the Governing Body. The Governing Body delegates approval of lettings to the Resources Committee who in turn delegate initial approval responsibility and the day-to-day management of lettings to the Headteacher.

If the Headteacher believes a letting request should be declined for any reason, they will report the reasons to the Resources Committee who will make a final approval decision.

No letting will be accepted if it interferes with the education of pupils and the school must always have priority of use.

3. Key Holders

Once a Lettings Agreement is signed and approved the Site Manager, or School Business Manager, will communicate and demonstrate the procedures for unlocking, locking and fully securing the site and provide hirers, where appropriate, with their own set of keys.

Regular hirers may be issued with their own set of keys and will be required to sign and adhere to the Temporary Key Holder Agreement.

One-off/occasional hirers must collect a set of keys before 4pm on the last school working day immediately prior to the hire date from the Site Manager/School Office and will be required to sign and adhere to the Temporary Key Holder Agreement.

It is the responsibility of the Hirer to ensure the intruder alarm is always set and that the building and grounds are fully secure before leaving site. Hirers are expected to inform Site Manager and/or Headteacher if there is a problem with the keys or any other issue relating to the secure of the school premises.

4. Health & Safety

All persons hiring the school premises and grounds are expected to conform to the school's health & safety policy (including maximum numbers in relevant rooms) and it is their responsibility to familiarise themselves with the school's relevant policies. All hirers must comply with the Equality Act (2010). Failure to comply with Health & Safety Regulations and policies and/or the Equality Act 2010 may result in termination of the letting agreement.

All hirers must have sufficient Public Liability Insurance and provide evidence of their current insurance certificate with their Lettings Agreement.

5. Prevent Duty

The Hirer acknowledges that Latchford St James C of E Primary School has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have "due regard to the need to prevent people from being drawn into terrorism" (the "Prevent Duty"). The Hirer shall ensure that it uses any area of school, indoor or outdoor, in such a way as to satisfy the Prevent Duty.

The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

6. Booking Procedure

- (i) Requests to hire space within school should be made in writing to the School Office.

- (ii) Applicants should complete the Lettings Agreement Form as provided by the school and return a signed copy with a copy of their insurance certificate. The application form must be in the applicant's name, not business name.
- (iii) By signing the Agreement form, the Hirer is accepting the terms & conditions of use.
- (iv) A signed Agreement form does not guarantee a booking.
- (v) The Headteacher, or whoever has the responsibility to manage lettings of school premises, will review the application.
- (vi) If the hire request is accepted, the school will sign the Agreement and send the hirer a copy of the Agreement together with an invoice for hire charges.
- (vii) If the hire request is rejected by the Resources Committee, their delegated representative will inform the Hirer at the earliest opportunity.

6. Cancellation

Cancellation fees will be applied as laid out in the Terms and Conditions of Hire

Where the establishment makes a cancellation, a full refund will be given to the Hirer. The establishment will endeavour to provide maximum notice of cancellation.

Appendix

Lettings Agreement



Lettings Agreement

I hereby apply for use of the premises and grounds as specified below:

Name		
Home Address		
Company/ Business/ Organisation		
Telephone	Home	Mobile
Email		
Date(s) of Hire		
Time of Hire <small>Please remember to include set up & clear away in timings</small>	From	To
Room(s) Required		
Nature/Details of Hire <small>Please provide full details of the purpose of the hire including the age range of participants.</small>		

- I have read the School's Letting Policy and agree to abide by all the terms and conditions set out within it and within any other relevant school policies.
- I agree to pay full cost of hire within the due date of any invoice
- I confirm I have Public Liability Insurance and enclose a copy of our certificate
- I confirm I have completed a risk assessment for the activity and enclose a copy

Signed (Hirer):	Date:
Confirmed and agreed by (Headteacher or SBM):	Date:

For Office Use Only:

Agreed Charges			
Entered onto school calendar	Date:	Initial:	
Regular Hirer	Y/N	Logged as Key Holder	Y/N
Keys Issued	Y/N	Keys Signed for	Y/N
Keys Returned	Y/N	Keys signed back in by	

Appendix

Terms and Conditions of Hire



'With each small step the Lord guides me to the best that I can be'

Terms and Conditions of Hire

The Hirer shall be the person making the application for the letting and this person shall be personally responsible for the payment of all fees or other sums in respect of the letting

Priority of Use

- School use of the facilities will always take precedence over hire by a third party

Finances

- Minimum booking time is 2 hours
- VAT is not applicable to lettings
- Regular hirers will be invoiced monthly in advance unless otherwise agreed with the School Business Manager. If an alternative payment plan is agreed with a regular hirer and, at any time, that regular hirer is in arrears, the school reserves the right to revert to monthly billing
- Invoices must be paid within 7 days. If invoices are not paid on or before the due date then interest will be charged at 4% above the base rate of NatWest plc. Interest shall accrue on a daily basis for the period beginning on the due date up to and including the date of payment. Persistent late payment will result in termination of hire agreement
- Occasional/one-off lettings and hire must be booked and paid for at least 7 days in advance of the booking. Bookings will be cancelled if payment is not received in advance
- Charges will be reviewed at least annually and new agreed rates will be applicable from the 1st April each year

Cancellation Fees

- Cancellations made within 24 hours of the hire date/time will incur a cancellation charge levied at the full rate charged for the booking. Cancellations made between 2 and 7 days before the hire will incur a cancellation charge levied at 50% of the rate charged for the booking. Cancellations made 8 days or more before the booking date/time will not have a cancellation fee applied. In the event, that unscheduled school use forces a hirer to cancel, no charge will be levied
- Regular hirer's must provide 3 months' notice, in writing to the school, of their intention to terminate their letting agreement

Health & Safety

- Consumption of alcohol is not permitted, unless this is agreed with the Headteacher and all relevant licences are obtained and copies shown to the school in advance.

- The whole of the school premises is a non-smoking site (including outdoor areas) and smoking (including e-cigarettes) is not permitted.
- It is the responsibility of the hirer to familiarise themselves with all of the school's relevant policies and procedures in advance and to adhere to these at all times.
- Hirers are responsible for familiarising themselves with emergency exits and must ensure participants are aware of the evacuation procedures.
- It is the hirer's responsibility to make their own first aid arrangements including the provision of a first aid kit. Use of the school's resources is not permitted, with the exception of the AED (defibrillator).
- All lettings, whether community or commercial, must have a valid risk assessment completed for the activity. Commercial hirers must provide the school with a copy of this risk assessment and any other relevant insurance documentation and licenses.
- The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear of obstruction at all times.

Security

- Hirer's must sign for keys, understand fully the procedures for securing the school site and accept full responsibility for the site as registered key holders. Keys must not be copied under any circumstances, nor provided to another without the express written consent of the Headteacher/Governing Body. Access and alarm codes must not be disclosed to anyone.
- Hirers are expected to inform the nominated School contact immediately if there is a problem with the collection/drop-off of keys or any other issue relating to the security of the premises.

Variation to Letting Agreement

- Hirers must not use the premises and grounds for any other purpose or at any other time than those specified in the Lettings Agreement.
- The hirer shall not sublet or transfer the letting agreement to another person.

Use of Furniture & Equipment

- Furniture must not be brought onto the premises and grounds without prior consent of the School Business Manager/Headteacher. Hirer may not use any school equipment without prior consent.
- Any electrical equipment brought onto the school site by the hirer must have a certificate of safety from a qualified electrician.
- Hirers must not store or leave their own equipment on school premises unless agreed with School Business Manager/Headteacher.

Behaviour

- Hirer's must not use the premises and grounds in such a way as to bring the school's name into disrepute, cause nuisance, damage or inconvenience to the school, or the owners, occupiers or users of neighbouring property.

- The hirer shall be responsible for ensuring the preservation of good order and behaviour for the full duration of the letting and until the premises are vacated.

Damage

- Damage to the building, internal or external spaces or contents is the responsibility of the hirer and hirers will be invoiced accordingly.

Heels and Shoes

- No stiletto or thin heel is to be worn in the Hall at any time.
- If activities involve outdoor use, participants should ensure footwear is clean before re-entering the premises. We reserve the right to make an additional fee for cleaning if this is not observed.

Car Park

- Subject to availability, the car park may be used by the hirer and other adults involved in the letting. No guarantee of availability is given.

Signs, Banners and Notices

- Signs, banners and notices must not be displayed without the prior consent of School Business Manager/Headteacher.

Vacating the Premises

- The hirer shall ensure the premises are vacated promptly at the end of the letting period and the hirer is responsible for supervising any children taking part in the activity until they are collected by a responsible adult.
- The premises and grounds must be left in a clean and tidy condition and the end of each period of hire.

Copyright or Performing Rights

- No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The hirer is responsible for all the payment of any appropriate fee. The hirer shall indemnify the school and the Governing Body against any infringement of copyright which may occur during the hire period.

Damage, Loss or Injury

- The hirer shall indemnify the school and the Governing Body against all liabilities, expenses, costs, claims, damages and losses suffered or incurred by the school and/or the Governing Body arising out of or in connection with any breach of the terms of this letting agreement, or any act or omission of the hirer or any other person on the school premises and/or grounds with actual or implied authority of any of them.

Appendix

Hire Rates

For current hire rates, please contact the Office Office with details of your requirements:

latchford_primary@sch.warrington.gov.uk

Appendix

Key Holder Agreement



Temporary Key Holder Agreement Form

This record certifies that I, _____ have been approved to be a temporary key holder, for the following purpose

The types and number of keys held by me are listed on the Key Holder List which is kept by the School Business Manager and monitored regularly by the Headteacher.

I understand the responsibilities of my role as a temporary key holder and hereby agree to the following statements:

- Keys that have been issued to me will be kept on my possession at all times and will not be shared with any other person
- I will restrict the use of the building to the areas that have been made available to me. I understand that accessing areas that do not fall into this category are forbidden
- I will ensure when I take keys away from the premises that they are kept safe and that no other person (e.g. family member, friend, colleague) has access to them
- I understand that it is my responsibility to inform the Site Manager and/or School Business Manager immediately should any theft, loss, damage or misuse occur with regard to the keys
- I understand that I must return all keys in my possession to the School Business Manager or Site Manager immediately following the purpose for which they were issued

Under no circumstances should copies of school keys be made by key holders

Signed: _____ Date: _____
(Person named above)

Issued by: _____ Date: _____
(School representative to sign and print name and position)

Keys returned: _____ Date: _____
(Person named above)

Received by: _____ Date: _____
(School representative to sign and print name and position)