



LEES PRIMARY SCHOOL

LETTINGS POLICY

The Governors are committed to Lees Primary School being an integral part of the community and as such are in agreement and wish to encourage the school to be available for letting purposes. They allow free lettings in respect of all school activities, Governing Body and FOLEES meetings.

Aims and Objectives

To enter into a formal agreement with "The Hirer" which should include the following:-

- which rooms / facilities are to be used which include restrictions of use
- times and dates of use
- charges applicable
- responsibility for damage repairs
- security, health and safety
- insurance

Charges – Charging Schedule Attached – Appendix 3

To charge a sufficient amount to cover all costs including:-

- Heating
- Lighting
- Cleaning and domestic consumables
- Letting supervisor's time (caretaker)
- Appropriate proportion of schools public liability insurance
- Administration of letting

Roles and Responsibilities

- The Governing Body will review the Lettings Charge and ensure that the school has public liability insurance cover. The Policy Working Party will review the Policy as required
- The Governing Body will identify any purposes for which Lettings will not be permitted and not allow in respect of an event which has the potential to cause damage to either the school's property or reputation or is likely to cause a nuisance to the school's neighbours. Nor will the Governors allow a letting whilst the school is in session – school activities will take absolute priority at all times. Prior to acceptance, applications for new lettings will be reviewed by the School Business Manager
- The day to day responsibility for lettings is delegated to the School Business Manager
- All lettings will be assessed to determine if the presence of a staff member is required
- The School Business Manager will ensure any legal or formal requirements regarding the letting of school premises are incorporated into the school's procedures and will keep the Head Teacher and Governing Body informed of any changes in legislation which may affect the Lettings Policy
- The School Business Manager will supervise the regular invoicing of lettings charges and monitor payment
- The School Business Manager will manage the Lettings Diary and will authorise the booking of new lettings including the monitoring of the signing of the licence agreements
- Either the Headteacher, or a delegated staff member, will be responsible for the opening and locking of relevant areas and securing the school following the letting. All normal security measures must remain in place during the period of the letting e.g. the closure of all external doors at all times
- The Hirer must report any damage to the School Business Manager

SAFEGUARDING

It is the responsibility of the organisation hiring the school to inform them if any of the leaders have had any criminal convictions, either before, during or after the letting has taken place.

Reviewed by the Policy Working Party January 2016

To be reviewed January 2019

LEES PRIMARY SCHOOL

LICENCE TO USE SCHOOL PREMISES

1. THE GOVERNING BODY OF LEES PRIMARY SCHOOL

("the Governors"), grants to

.....

of

(acting on behalf of))

("the Hirer") permission to use the room/s and facilities at the above named school as set out in The First Schedule hereto not exclusively but at the dates and times indicated below

from am/pm to am/pm

on the following days.....

.....

.....

.....

(occasional booking)

or

from am/pm to am/pm

on

in each week (of term) between 20

and 20 inclusive

(sessional booking)

2. The grant of the licence to the Hirer to use the rooms and facilities is subject to the terms and conditions of hire set out in the Second Schedule, and is for the purpose of

.....

.....

.....(set out activity).

3. The Hirer agrees to pay the charges shown in the First Schedule within (14 days of the receipt of an invoice) / (on)

FIRST SCHEDULE

(Please indicate the number of the classroom etc, or otherwise describe as appropriate, the room and/or facilities to be used)

	Maximum Occupancy	Charge VAT	
Hall / and Stage	120 .....	.....	.....
Classroom(s) No	.....	.....	.....
Kitchen	.....	.....	.....
Cloakroom	.....	.....	.....
Other Room (describe)			
.....
.....
Piano	.....	.....	.....
Tea making facilities	.....	.....	.....
Equipment (describe)			
.....
.....
.....
TOTALS	_____	_____	_____

	TOTAL (INC. VAT)	_____	

DATED this day of 20

SIGNED by the Hirer in the presence of: -

(name).....

(address)

.....

SIGNED on behalf of the Governing Body in the presence of: -

(name).....

(address)

.....

SECOND SCHEDULE

TERMS AND CONDITIONS OF HIRE

1. Interpretation

In this Licence the following words have the following meanings:

“**the Rooms**” means the room or rooms which are being hired and any facilities mentioned in the schedule.

“**the Hirer**” means the person who is named as the Hirer and who signs this Licence (and includes any agent or person acting on behalf of the Hirer) and where the organisation or body of persons is also named in this Licence as the Hirer, that organisation or body shall also be considered the Hirer and shall be jointly and severally liable with the person who signs this Licence.

“**the School**” means the school named in paragraph 1 of this Agreement.

Where the Governors’ consent or agreement is needed, or where the Governors are to be informed of any matter the Hirer should contact the Governors by writing to the Headteacher at the address of the school marking the envelope “urgent lettings”.

2. Cancellation

The Governors may in their absolute discretion cancel the hiring of the Rooms and facilities on any or all of the dates for which they are hired, for any reason including, but not limited to, the following reasons:

- i) the Governors deciding to enter into a transfer of control agreement
- ii) repairs or alterations being carried out
- iii) school closure (permanent or temporary)
- iv) the premises being required for the school purposes or for an election or other public purposes
- v) fire, flood, epidemic or other emergency
- vi) industrial dispute affecting the school
- vii) the receipt of a direction from the local education authority or its agent
- viii) breach of any of the provisions, terms or conditions of this licence by the Hirer
- ix) if in the opinion of the Governors the financial position of the Hirer has become untenable e.g. the bankruptcy of an individual; in the case of a company, entering into liquidation
- x) likely or actual breach of the peace
- xi) any use or proposed use of the room, which the Governors consider unsuitable

If the Governors cancel the hiring for any of the reasons set out at ii) – vii) above, the Hirer may claim repayment of any hire charge already paid, but in all other cases the Governors may retain the payment. The Governors will not be liable for payment of any compensation for any loss or damage incurred or sustained in consequence of any cancellation.

The Hirer may cancel the hiring by giving 14 days notice. The charge shall be payable unless the Governors are able to let the rooms.

3. Assignment of the Licence

This Licence is personal to the Hirer. The Hirer must not assign the Licence to use any of the rooms unless s/he first has the written consent of the Governors.

Admission

The Hirer must not admit to any of the Rooms a greater number of persons than the number specified (if any) as the maximum occupancy for that Room or facility. Where a maximum occupancy is not specified, the Hirer must not allow the Rooms to become overcrowded.

The Governors shall have the right to enter any of the Rooms at any time, and/or to refuse to admit or readmit any person to the Rooms.

5 Times of Hire

The times agreed for the hire of the Rooms and/or facilities must be strictly adhered to. If they are not, the Governors reserve the right: -

- i) to cancel the right to use the Rooms and/or facilities on any future date and retain payments made, and
- ii) to charge the Hirer for the additional time the Rooms or facilities are used (1 hour minimum) at the rate per hour calculated according to the agreement, plus any additional costs incurred. Each part of one hour shall be charged as a full hour.

6 Condition

The Hirer shall keep the Rooms clean and tidy and clear of rubbish and shall leave the same in a clean and tidy condition at the conclusion of each period of hire.

7 Keeping Order etc

The Hirer is responsible for the preservation of good order at all times during the hiring and in addition, will not cause or permit any unlawful or dangerous act.

8 Gangways, Exits and Fire Precautions

The Hirer will ensure that all gangways staircases and passages leading to or from the Rooms are kept free from chairs and / or other obstructions (whether permanent or temporary).

All Fire Hydrants, hoses and fire appliances shall be kept ready for immediate use and nothing shall be placed so as to interfere with or obstruct free use of them.

All exit doors shall be left unlocked and unobstructed and immediately available for exit during the whole of such time as the Rooms are in use.

9 Provision for Children

Where the Rooms are to be used for the purpose of providing care or accommodation for children, or any kind of facilities for children, the Hirer shall ensure that any equipment used in connection with such provision is safe, free from defects, and suitable for the purpose; any food supplied is wholesome and well prepared and suitable for children, and that a safe system for the preparation and consumption of food is established and carried out.

The Hirer shall ensure that a sufficient number of staff are engaged during the hiring (either paid or voluntary) and such staff shall include appropriate leadership. All staff shall have been appropriately trained and, where required, satisfactorily passed child protection checks. The number of staff and the training received shall accord with what is regarded by the City of Bradford Metropolitan District Council as best practice.

10 Furniture and Fittings

The Hirer shall not without first obtaining the written consent of the Governors:-

- i) bring into the school any furniture, curtains, fittings, temporary structures, scenery or inflammable materials
- ii) move any school furniture (other than chairs for use within the specific Rooms) except by prior arrangement
- iii) decorate or change the fabric of the rooms in any way whatsoever
- iv) exhibit any advertisements inside or outside the School
- v) carry out or permit any works to any parts of the School to be carried out
- vi) cause any nails, screws, or similar items to be driven into walls, floor or ceiling of any of the Rooms or into any furniture fixture of fittings
- vii) remove or alter any electrical wiring or fitting or fix or place any new electrical wiring or fitting

11 Licences

It is the sole responsibility of the Hirer to ensure that all functions or activities are permissible and to obtain or ensure that all necessary licences have been obtained and any conditions observed. The Hirer must obtain the prior written consent of the Governors before making any applications for any licence(s).

It shall be the sole responsibility of the Hirer to pay any Royalties and other fees (including all payments to the Performing Rights Society Limited and Phonographic Performance Limited), becoming due as a result of the use of the Rooms by the Hirer.

12 Films, Exhibitions, and Plays

The Hirer shall give details to the Governors of all films, plays, performances and exhibitions intended to be shown or performed in the Rooms at least seven days before the date on which the films or plays, performances or exhibitions are to be shown or performed. The Governors reserve the right without liability to prohibit the showing of any film, play, performance or exhibitions if in their opinion it is unsuitable for exhibition in the Rooms. It is the sole responsibility of the Hirer to obtain any necessary entertainment licences.

If stage or spotlights are required (if available) an extra charge may be made and any operation of the spotlights and dimmers must only be carried out by a competent person.

13 Reproduction of Broadcasting, Photography etc

The Hirer shall not use or allow the Rooms to be used for any film, radio, or television production and shall not without the written consent of the Governors, by any means transmit or permit transmission of any entertainment, exhibition meeting, performance, event or happening of any kind in or from the School.

14 Cloakrooms

Use of cloakrooms is entirely at the Hirer's risk and the Governors shall not be liable for any loss or damage however incurred arising from the use of the cloakroom, and the Hirer shall indemnify the Governors in respect of all costs and claims arising from the use of cloakrooms.

15 Kitchens

The Governors may at their sole discretion provide supervision or additional facilities where a kitchen is hired and may charge the Hirer such amount as they consider reasonable for the provision of supervision and labour and any equipment foodstuffs and materials provided. If the Hirer is to make significant use of the kitchen then the Hirer should inform the Governor 14 days in advance and the hire of the kitchen may then become the subject of a separate agreement.

16 Sale of Goods

The Hirer shall not without the previous written consent of the Governors sell or exchange or permit the sale or exchange in the School of any goods of any kind, save for materials, programmes, or brochures relating to the function for which the Rooms or facilities have been hired.

17 Damage

The Hirer shall be responsible for any damage done to the Rooms and access ways, and any furniture, equipment, fixtures and fittings and any property of the School during the time the Rooms or facilities are hired. If any damage does result or if any items owned by the School or the Governors are lost or subsequently found to be missing, the expense of making good, repairing or replacing the article shall be paid by the Hirer to the Governors on demand.

18 Property

The Governors will not be responsible for the safe custody or for loss or damage, however caused, to any property of the Hirer or of any other person on the School premises, arising directly or indirectly from the Hire of the Rooms or facilities.

The Hirer shall at the conclusion of each period of hire remove all property brought on the School premises by the Hirer or any other person on his behalf from the School premises unless the prior written consent of the Governors to store such property is obtained. Any such property that has not been removed after a reasonable time has elapsed after the Hirer has been advised to remove the property may be disposed of as the Governors think fit.

19 Equipment

The Hirer shall ensure that all equipment mentioned in the Schedule is used correctly and the Hirer shall pay to the Governors the replacement cost of any equipment which is lost or made incapable of efficient use and the Hirer will indemnify the Governors in respect of all costs and claims arising out of the Hirer's negligent or misuse of equipment.

20 Indemnities and Insurance

In the event of any claim being made by any person or persons in respect of death personal injury damage or loss to any property arising from or in connection with the hiring or any breach of any legal requirement on School premises during the time the premises are hired to the Hirer, or for any purpose connected with any event for which the Rooms or facilities were hired by the Hirer, the Hirer shall be solely responsible to the extent permitted by law, and shall indemnify the Governors in respect of all claims, except that the Hirer shall not be responsible for any damage or loss caused by the act neglect or default of the Governors.

The Hirer shall take out and maintain to the satisfaction of the Governors appropriate insurance cover with reputable insurers in respect of their own legal liabilities arising out of and in connection with this hiring and produce the said insurance to the Governors who should retain a copy. No hiring shall take place unless such insurance is satisfactory to the Governors. The Hirer shall also produce to the Governors on demand suitable evidence that the current premium has been paid.

APPENDIX 2

LEES PRIMARY SCHOOL

LICENCE FOR USE OF SCHOOL GROUNDS AND OTHER SPORTS FACILITIES

1. THE GOVERNING BODY of LEES PRIMARY SCHOOL
(referred to as the "Governors") hereby grant to:

.....
of
[acting on behalf of*

.....]
(referred to as "the Hirer") licence and permission to use the playing field/s/sports facilities and other facilities stipulated in the First Schedule below, belonging to the above-named school (referred to as the Facility).

EITHER (occasional booking)

on the following day(s)
.....

OR (sessional booking)

during the period 20.....
to 20..... inclusive
from am/pm (day)
to am/pm (day)

* state frequency of use

2. The Hirer accepts and agrees that the particular pitch or pitches to be used on any given day will be designated from time to time by the Groundsman/Caretaker of the playing fields, or other representative of the Governors. (delete if clause not required)

3. The grant of the licence to the Hirer to use Facility is subject to the terms and conditions of hire set out in the Second Schedule, and is for the purpose of

.....
.....
..... (set out activity).

4. The Hirer agrees to pay the charges shown in the Schedule (within 14 days of the receipt of an invoice) or (on)

SECOND SCHEDULE

TERMS AND CONDITIONS OF LETTING OF SCHOOL PLAYING FIELDS AND OTHER SPORTS FACILITIES

1. BOOKING

The person by whom the agreement is signed shall be considered to be the Hirer. Where a promoting organisation or body of persons is also named on the hiring agreement that organisation or body shall also be considered the Hirer and shall be jointly and severally liable with the person who signs the agreement.

2. USE

- (a) The Hirer shall not use any Facility other than that specified in the First Schedule without the consent of the Governors. The Facility hired shall only be used for the purposes specified in the First Schedule of the hiring agreement. At the expiration of the period of hire, the Hirer shall leave the Facility in a tidy and orderly condition.
- (b) *Goal posts and nets and other equipment not belonging to the Governors must be removed immediately at the close of the season/at the end of each game.
- (c) *Any such posts, nets and equipment remaining on the land in breach of this agreement may be removed by the Governing Body at the expense of the Hirer.
- (d) *The Hirer shall ensure that no motor vehicle of any kind shall be brought on to the Facility without the consent of the Governors, which consent may be subject to conditions.
** delete if not required*

3. CANCELLATION

- (a) The Governors have the absolute right to cancel any letting or lettings for any reasons including, but not limited to, the need to carry out work, industrial action, the need to use the Facility for another purpose, or because the Facility is not fit to be used.
- (b) In the event of such cancellation the Hirer may claim repayment of any deposit or hiring charge in respect of such day or days unless the cancellation is due to any fault of the Hirer or to any likely or actual breach of the peace. The Governors shall not be liable for the payment of any allowance or compensation to the Hirer for such cancellation.
- (c) In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed all or any of the requirements of this licence, or for any other substantial reason, the Governors may, without prejudice to any rights of action which they may have against the Hirer, immediately cancel the letting of the Facility and the Hirer shall forfeit to the Governors any deposit or letting charges the Hirer has paid and shall have no claim against the Governing Body for any damage or loss s/he may sustain in consequence of such cancellation.
- (d) In the case of an occasional booking, the Hirer may cancel by giving 14 days notice. The charge(s) shall be payable unless the governors are able to let the facilities

4. ASSIGNMENT OF THE LICENCE

The Hirer shall not assign or sub-let the Facility or any part thereof unless the Governors consent in writing.

5. ADMISSION

The Governing Body reserve at all times a right of entry to every part of the Facility and a right to refuse admission or remove from the Facility any person at their discretion.

6. TIMES AND DATE OF HIRE

The times agreed for the hire of the Facilities must be strictly adhered to. If they are not, the Governors reserve the right: -

- iii) to cancel the right to use the Facilities on any future date and retain payments made, and
- iv) to charge the Hirer for the additional time the Facility is used (1 hour minimum) at the rate per hour calculated according to the agreement, plus any additional costs incurred. Each part of one hour shall be charged as a full hour.

7. KEEPING ORDER ETC

- (a) The Hirer is responsible for the preservation of good order at all times during the hiring and in addition, will not cause or permit any unlawful or dangerous act.
- (b) The Hirer will ensure that the use of the Facility causes no nuisance and the minimum inconvenience to the occupiers of the neighbouring properties, and other users of the Facility.
- (c) The Governing Body reserve the right to put a stop to any activity not properly conducted.

8. DAMAGE

The Licensee shall be liable for any damage done to the Facility or to any property arising directly or indirectly out of the letting of the Facility. If any damage does result or if any items owned by the School or the Governors are lost or subsequently found to be missing, the expense of making good, repairing or, in the case of an item of equipment the cost of replacement, shall be paid by the Hirer to the Governors on demand.

9. PROPERTY

The Governors shall not be responsible for the theft, or the loss of, or damage, howsoever caused, to any property brought on to the Facility or any part thereof by the Hirer or any other person attending the activity.

10. CHILDREN AND YOUNG PEOPLE

The Hirer shall ensure that a sufficient number of staff are engaged during the hiring (either paid or voluntary) and such staff shall include appropriate leadership. All staff must have been appropriately trained and, where required, satisfactorily passed child protection checks.

11. INDEMNITY AND INSURANCE

In the event of any claim being made by any person or persons in respect of the death or injury of any persons or damage or loss to any property which may have been sustained or incurred by such person or persons on the facility during the time of the letting or for any purpose connected with the activity for which the Facility has been hired the Hirer shall alone be responsible and shall indemnify the Governing Body in respect of all such claims, except that the Hirer shall not be liable for any injury, damage or loss caused by the neglect or default of the Governors.

The Hirer is required to take out and maintain appropriate insurance cover with reputable insurers, including third party cover in respect of their own legal liabilities arising out of or in connection with the letting. The policy of insurance shall be produced to the Governing Body before the commencement of letting who should retain a copy, and if the policy is not regarded by the Governing Body as satisfactory the licence will not be granted. The Hirer shall also produce to the Governors on demand suitable evidence that the current premium has been paid. [Additional conditions will apply in the case of the hire of a swimming pool.]

APPENDIX 3

LETTINGS CHARGES

1. Charges for lettings of rooms will be £25.00 per let and £10 per hour following two hours.
2. Invoices will be produced termly and these must be settled in full, prior to the letting continuing the following term.
3. The Governing Body and the Head Teacher reserve the right to assess and amend where appropriate the cost of each letting in respect of the level of supervision required.
4. Where long term regular lettings are agreed, the Hirer will be made aware that the rooms may not be available from time when required for school use (e.g. Parents' Evenings, etc.)