

# Castle Hill Primary School Lettings Policy



Reviewed on: January 2023

Next Review date: January 2025

Reviewed by: Shirley Allen (Governor), Jo Mabbutt (SBM)

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Review frequency: 2 years

## CONDITION OF USE

1. Applications to hire parts of the school premises must be made to the Governing Body through the Head Teacher or Business Manager. The precise nature of the function must be stated at the time of application.
2. The Hirers agreement form, to be completed with all relevant paperwork, including liability insurance to £5,000,000. Copies of all documents are retained by the Business Manager.
3. The School Kitchen may only be used for drink preparation, washing up and the serving of pre-prepared cold food. No food preparation or cooking of any kind to take place. It is not permitted for the hirer to use any kitchen equipment, warming cabinets, cookers, etc.
4. School functions will take precedence over lettings by outside users.
5. The Hirer to be responsible for the premises and the behaviour of all persons connected with the hiring, and their car parking arrangements, so as to avoid any obstruction, take all precautions for the safety of all persons entering/using the premises during the period of hire. Prevent the premises being used in such a way, which does or may cause a nuisance or annoyance to others in the vicinity. Prevent damage to any part of the premises which includes, but is not limited, to any decorations, furniture, fixtures and fittings, building fabric and be liable for any damage to the premises connected with the hiring. In the event of any damage to the premises connected with this hiring, to pay to the Head Teacher on demand, the costs of any such repair and any loss of income resulting from the premises not being used, which is attributable to the damage. Not move, alter or add to any furniture or equipment, electrical, heating or lighting systems at the premises, without the prior agreement of the Head Teacher. Prevent the consumption of alcohol, gambling and gaming on the premises unless the prior written approval of the Head Teacher has been obtained and all legal requirements are met in full. Obtain any necessary consent and comply with all regulations connected with the permitted use of the premises, e.g. copyrights, performing rights, licensing and gaming laws, fires and health and safety requirements. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Premises and Safety Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body. A risk

assessment, usually carried out by the business manager, must be conducted for each proposed letting. Governing Bodies must consider the need for business & financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.

6. If working with children, the Hirer must have read and understood Keeping Children Safe in Education issued September 2022, and abide by the guidance therein.
7. If working with children, Hirers and their staff must be DBS checked.
8. The Hirer must not exceed the recommended hall capacity of 100 persons in the Hall
9. School equipment may not be used without prior arrangement with the school. Displays of children's work, apparatus, etc. should not be tampered with and should be treated with respect.
10. School premises must be left in a fit state for normal daily use. All litter must be placed in the bins provided.
11. The Governing Body or the Local Authority will not accept responsibility for loss or damage to personal property left on the school premises. The parking of vehicles in the school grounds is entirely at the owner's risk.
12. The school building must not be left unattended during the hiring period.
13. The hirer is responsible for nominating a fire warden during occupancy and will be responsible for the safety of all occupants at the event.
14. Once an agreement has been entered into the school requires notification of cancellation or any other changes. Otherwise the full charges remain applicable. An Application Form should be completed at this stage to provide basic details of the applicant. The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision. Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

15. There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the school's resources is not available.
16. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.
17. The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.
18. The Governing Body reserves the right to refuse lettings and revise charges.
19. This policy to be read in conjunction with the Hirers agreement.

**Note:**

**AFTER SCHOOL CLUBS -:** Providers must ensure that the hirer's agreement is read and declaration signed, which must include a copy of the liability insurance and a relevant Risk Assessment; taking into account factors related to ratios of adults to children.