



Lettings Policy

Policy Type	School Policy
Last Reviewed	June 2023
Approved by Governing Body	June 2023
Next Review Due	June 2023

Aim High, Fly High

Lettings Policy

Contents

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Conditions of Letting School Premises

1. The hirer will make all arrangements to ensure adequate protection of school property and equipment.
2. The hirer will ensure they have appropriate arrangements, policies and procedures to keep children safe. Safeguarding policies and procedures will be requested by the school ahead of any letting.
3. The hirer shall be fully responsible for the orderly nature of the function and shall ensure compliance with the following safety issues, reporting accidents, first aid, faulty equipment, fire/emergency evacuation. Further details can be obtained from the Head Teacher/School Business Manager.
4. Attendance shall be limited to the number of persons which may be comfortably and safely accommodated on the premises.
5. It is the responsibility of the hirer to obtain all the appropriate licences.
6. The school will not be held responsible for the loss of or damage to the property of hirers or guests.
7. The hirer shall not interfere with the gas, electrical or water fittings.
8. The hirer shall not sub-let the premises.
9. The school shall have the right to cancel any function without notice.
10. The hirer shall sign a form indicating his acceptance of these conditions and indemnifying the School and the Council against any claims arising from the use of the premises and shall reimburse the School or Council for the cost of remedying any loss or damage occasioned by the use of the school for any function.
11. There shall be no general admission to the public to any function and no money shall be taken at the door as guests are admitted (ie. admission shall be confined to ticket holders). Sale of tickets must be limited to members of the organisation and friends.
12. It should be noted that the organisers should make adequate arrangements for the provision of cloakroom supervision since servants of the Authority are not available for these services.
13. All articles found in the building shall be handed to the Caretaker.
14. School accommodation will not be let for any lecture, entertainment or purpose having, in the opinion of the Governors, an immoral or vicious tendency.
15. Any charge made for the premises shall be paid to the school in advance of the date of hire, unless agreed by the school, prior to hire, to pay on invoice, in which case payment must be submitted within 30 days of the date of the invoice. The signatory of the application form will be responsible for ensuring that this is carried out.
16. Payment of gratuities to any member of the School Governors, School Staff or the Servants of the Local Authority and acceptance thereof by such servants is forbidden.
17. After the letting the premises should be left in a perfectly clean state and where this condition is not observed the hirer shall be refused further lettings.
18. The Senior Leadership Team and the Caretaker has the right to remove any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
19. Any additional conditions which the Council approve shall be enforceable without notice.
20. The premises will not be heated between the last day of May and first day of October for the hirer.
21. There will be no smoking on the premises either indoors or outdoors at any time.
22. Alcohol – unless a licence has been applied for and granted, alcohol may not be re-sold. Alcohol may only be brought onto the premises for personal consumption if the permission of the Governing Body has been previously sought.
23. It is a requirement of this letting arrangement that a report be submitted each term to the Governing Body regarding the use of the premises and providing other information required by Governors to enable them to carry out their responsibilities. The report pro-forma will be emailed to hirers termly, with a deadline date for its return. Failure to return reports may result in the cancellation of the letting agreement.

24. Where a hirer is also a key holder, the hirer shall be responsible for the security of the building during their period of hire. This shall include making acceptable arrangements to ensure that the front entrance is not left open and unmanned. The internal door must be kept on its electronic catch at all times and released only to allow individuals to enter.
25. The hirer shall not attempt to access any areas of the premises they are not permitted to use. Furthermore, they will actively prevent any users of the hired space(s) from accessing areas not permitted/agreed for use.
26. The hirer will hold, and provide a copy to the school, their own public liability insurance of at least £2million.
27. The hirer will conduct their own health and safety checks of the area(s) of the premises hired for use. The hirer agrees to do this ahead of engagement of activities for which the premises has been hired. Any subsequent area(s) or item(s) of concern should be cordoned off/similar and not used. Concerns should be immediately raised with the school and/or caretaker. The hirer will accept responsibility for any liability/accidents caused by insufficient checks prior to engagement of activities.
28. The charges for hire are £18.00 per hour or £160 per day (8am-6pm).

Appendix 1



Robins Lane
COMMUNITY PRIMARY SCHOOL

PEMISES AGREEMENT & BOOKING FORM

This agreement is between **Robins Lane Community Primary School** and _____

For: The use of school premises at Robins Lane Community Primary School, Kinmel Street, St Helens, WA9 3NF

This form must be completed in respect of an application for a letting of the school Premises (areas to be defined below) and it must be returned to the school at least 28-days in advanced of the booking.

BOOKING INFORMATION	
1. Purpose of letting	
2. Date(s) of proposed letting	
3. Proposed start and finish times	
4. Nature of accommodation required (school hall or dining hall/field/play-ground, classroom)	
<p><i>It should be noted that the charges are determined by the nature of accommodation and duration of use.</i></p> <p>(Please note that school kitchens are only available subject to a member of the school meals staff being on duty during the period of hire, therefore, a separate application must be made through the Operations Department at the Local Authority, who will issue an account for any labour costs incurred).</p>	
5. Charge for hire period (Current charges £18 p/hr / £160 p/day)	
<p><i>Dependant on the nature of the booking, invoices may be issued by St Helens Council due to be VAT eligible. Any bookings that are not subject to VAT will be invoiced directly by the school. Invoices will usually be issued within two-weeks of completion of the booking and will have payment terms of 30-days.</i></p> <p>The Headteacher/Governors agree to give one months' notice of any future change in charges or permission to use the premises. Any individual dates when the premises are not available due to school use, will be notified as soon as possible.</p>	
INDEMNITY AGREEMENT	
<p>In consideration of the Governors of Robins Lane Primary School granting me/us the use of the facility/facilities requested at the above premises I/we agree to pay to replace or pay to the school/Council the cost of making good any damage caused to the premises by reason of the use of the premises by me/us.</p> <p>It is further acknowledged and agreed that the Governors and the Council give no warranty of the suitability of the premises for the use to which I/we intend to put them</p>	

and I/we hereby agree to indemnify the Governors and the Council, its officers, servants and agents against all actions, costs, claims and demands arising out of any accidents which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors or the Council, its officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Governors and the Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any enactment in that behalf for the time being in force in respect of any performances or any literary, dramatic or musical work, which takes place or which is given whilst the said premises are being used by me/us, our servants or agents.

Please confirm you have attached/sent a copy of your organisation's **insurance certificate**.

Yes / No

SAFEGUARDING ARRANGEMENTS

As outlined in the Keeping Children Safe in Education document 2023, schools' are required to ensure that safeguarding arrangements and policies are in place by organisations that are hiring the premises.

Please confirm that you have appropriate and robust safeguarding arrangements in place.

Yes / No

Please confirm if your staff are subject to Enhanced DBS.

Yes / No

Please confirm you have attached/sent a copy of your organisation's **safeguarding policy/procedure**.

Yes / No

KEY HOLDER CONDITIONS

The registered key holder(s) will be subject to the following conditions:

- The keys will be used to access the room(s) permitted
- There will be no attempt to access school's paper/electronic records
- The key holder will be required to follow a procedure to ensure that electrical equipment is switched off, windows and doors are secured and that no person is left inside the building when it is locked.
- The key holder will ensure that there is always someone present who is able to leave the building properly alarmed and that they are fully aware of the procedure should the alarm malfunction, either by not setting or being accidentally activated
- The key holder will only hold keys in the absence of the Caretaker
- Keys will be returned to school when not required
- The alarm code will be strictly confidential, kept separate from the keys at all times and returned to the school with the keys when not required
- Any issues with the security of the building/alarm must be reported immediately to School Security Service on 01744 676728.
- The keyholder will also be issued with an access fob which must be used on entry and again on exit. Failure to use on exit will mean that access is denied on the next occasion the holder arrives on site.

As a registered key holder, I agree to the above key holder conditions?

Yes / No / Not Applicable

KEY HOLDER CONDITIONS – FIELD ONLY

The registered key holder(s) will be subject to the following conditions:

- The keys will be used to access the main entrance gates and the gate to the field
- There will be no attempt to access the school's buildings
- The key holder will ensure that there is no access to school play equipment, gardens or woodland areas during their sessions
- The key holder will ensure that there is always someone present who is able to leave premises securely locked
- Keys will be returned to school when not required
- Any issues with the security of the premises must be reported immediately to School Security Service on 01744 676728.

As a registered key holder, I agree to the above key holder conditions?

Yes / No / Not Applicable

AGREEMENT

Please sign below to confirm you have read and understand the conditions set out in section 1 of the Lettings Policy, and that you have read and completed in full this premises agreement and booking form, agreeing to all the conditions stated within the form.

Name

Organisation

Signature

Date

FOR OFFICE USE ONLY

Details of school officer who has checked form is appropriately completed and checked insurance and safeguarding documentation.

Name

Title

Signature

Date