

# Gainsborough Primary School Lettings Policy -2023 Revision

PRIMARY  
ADVANTAGE

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Primary Advantage

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## **1. Introduction**

1.1 The federation's governing body have full responsibility for the use of school premises during the school day and outside normal school hours. This includes the letting of school premises to outside bodies and the control of all income and expenditure associated with such activities.

1.2 The governing body positively welcomes the contribution that well run voluntary groups which organise community based activities are able to make and encourages such ventures through the use of lettings.

1.3 The federation's governing body, its Central Governing Board, has delegated the approval of this policy to the school's Local Advisory Board (LAB).

## **2. Aims and objectives**

2.1 The letting of the premises shall not detract from the primary objective of the school as an educational establishment. Although providing a vital link with the community and other organisations, the letting shall be organised so that there is no disruption to the delivery of the curriculum and at no cost to the pupils of the school or their education.

2.2 The governing body's policy is to encourage the use of school premises i.e. buildings, playing fields and other grounds such as carparks by pupils, parents, the community and organisations ranging from sports clubs to senior citizens' clubs and local businesses.

2.3 The income received from the letting of the premises will be used to assist the governing body to enhance and enrich the education and working environment of the pupils at the school.

## **3. Equal opportunities**

3.1 The governing body consider the school to be a vital resource for the community. Individuals and groups who wish to make appropriate use of the school's premises are able to do so wherever this is reasonably possible.

3.2 The governing body positively encourages individuals or groups who wish to make reasonable use of the school premises, regardless of their race, gender, disability, sexuality or religion.

3.3 Applications will not be considered from applications for letting from people under 21 years of age.

3.4 The hirer will accept responsibility for being on the premises, being in charge of the premises let and for ensuring that all conditions of the letting agreement are observed, particularly those relating to management and supervision of the premises.

## **4. Lettings**

4.1 Lettings of the premises are made under the terms and conditions of the hire of school premises set out in appendix 1 to this policy.

4.2 A letting is defined as any community or private use by individuals, organisations, corporations or groups, of the school premises, facilities or grounds either during, before or after the school day or at the weekends or in the holidays.

4.3 Activities, sports coaching, training sessions and courses and similar provision whereby the school runs, supervises and provides instruction or training for sessions for individuals or groups who book and pay for such sessions, are outside of the scope of this lettings policy.

- 4.4 Lettings are always at the discretion of the governing body or the headteacher acting on its behalf. The primary functions and activities of the school will always take precedence over a request for a letting.
- 4.5 The governing body or the headteacher acting on its behalf, reserves the right to amend, refuse, or refuse to renew a letting whenever this is deemed to be in the best interest of the school. The governing body also reserves the right to charge a deposit against cancellation and a returnable deposit against damage or extra cleaning.
- 4.6 Long-term lettings will be subject to an annual review of the terms and conditions and updates requested for insurance and DBS documents where applicable.
- 4.7 All requests for lettings must be made on the approved Lettings Booking Form by the hirer either individually or on behalf of an organisation, corporation or group, who thereby accepts responsibility and enters into an agreement between themselves and the governing body to comply with the terms and conditions of the hire of school premises.
- 4.8 The governing body reserves the right, for any reason which it or the headteacher acting on its behalf considers reasonable, to withdraw permission to occupy the accommodation on any particular date or dates or for any period. The withdrawal of such permission shall not entitle the hirer to make any claim whatsoever, but any payments made for the period may be refunded at the discretion of the governing body.
- 4.9 The hirer is not allowed to assign the use of the accommodation to any other party.
- 4.10 The governing body and the headteacher have the right of entry to the school premises, facilities and grounds at all times.
- 4.11 The headteacher, who is responsible for the internal management and control of the school, is also responsible for the day to day oversight of all lettings on behalf of the governing body.

## **5. The hirer**

- 5.1 Bookings will only be accepted from adults over the age of 21.
- 5.2 The person making the booking and signing the form becomes 'the hirer'. The hirer will be required to return all completed copies of paperwork to the school before a booking can be accepted. The booking acceptance will be confirmed by the finance & admin manager.
- 5.3 The hirer is responsible for the payment of all fees, charges and any additional costs incurred as a result of the letting.
- 5.4 The hirer is responsible for all those persons covered by the booking whether they are members of a group, club or other organisation.
- 5.5 If the persons for whom the hirer is responsible includes children or young people the hirer is also responsible for ensuring that any activities for children are supervised by at least two appropriately trained and qualified adults at all times, and at a ratio of at least one appropriately trained and qualified adult to every fifteen children, except that children under eight years old will be supervised in accordance with the regulations made by the London Borough of Hackney and in accordance with the provisions of the Children's Acts. One of the adults must be qualified in first aid.

5.6 Where sporting and other activities include training and instruction of either adults or children the ratio of coaches and other qualified instructors to those receiving instruction and training will be in accordance with the guidelines set out by the national governing body of the particular sport or activity.

5.7 All adults supervising, teaching, training or working with children, or with vulnerable adults, must have had a satisfactory enhanced DBS check. Evidence of this must be provided at the time of booking to the headteacher prior to the start of any letting.

5.8 Original certificates of the qualifications of the responsible adults, where appropriate to the hire and activities to be undertaken, must be available for inspection by the headteacher prior to the start of any hiring.

5.9 The hirer is responsible for ensuring the good conduct of the group using the premises, and for ensuring that other users of the premises are not disrupted.

5.10 All staff of the organisation shall comply with any instructions given by the headteacher, the school premises manager or any member of staff of the school acting on the behalf of the headteacher.

## **6. Conditions for the letting of school premises**

6.1 The governing body have adopted the conditions for the letting of school premises, which are set out in appendix 1.

6.2 The policy and the conditions for the letting of school premises will be sent to all enquirers and be posted on the school's website.

6.3 Long-term lettings will be subject to an annual review of the terms and conditions and updates requested for insurance and DBS documents where applicable.

## **7. Guidelines on charging**

7.1 The policy is to set charges to bring additional income to the school taking account of best value, including elements such as insurance cover, heating and lighting, cleaning, staff overtime, fair wear and tear and any items subject to VAT.

7.2 Details of the charges are set out in appendix 3.

7.3 Decisions to waive or reduce lettings fees are delegated to the school's finance & admin manager.

7.4 The LAB will review the school's charges and reserves the right to change the charges at any time.

7.5 The governing body will give a minimum of 30-days' notice of any increase in charges for letting.

## **8. Administration of the conditions**

8.1 While full responsibility for all lettings is with the governing body, the day to day management and administration is undertaken by the headteacher and/or finance & admin manager.

8.2 The governing body reserves the right to withhold permission to let any part of the school (although the right to make this decision may be delegated to the headteacher and/or the finance & admin manager). In the case of dispute, the governing body's decision is final.

8.3 The governing body reserves the right to refuse to let the premises to any group or individual for purposes that are inconsistent with the ethos of the school or the federation.

8.4 All applications will be considered on their merits, taking into consideration the suitability of the activity. The governing body reserves the right to:

- Refuse applications without giving a reason;
- Have a representative present at any function;
- Terminate any activity not properly conducted.

8.5 Letting fees are reviewed regularly by the LAB. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

8.6 The lettings booking form must be completed in full and should be completed and submitted to the finance & administration officer at the school at minimum of eight weeks in advance of the date of the letting.

8.7 The finance & administration officer will confirm whether or not the date and facilities required are available and if so inform the hirer of the cost of the letting and the amount of any deposit required for securing the letting.

8.8 The finance & administration officer will also inform the hirer of the need for any additional documentation to support the letting, such as evidence of insurance or qualifications or DBS certificates in respect of the hirer or other persons.

8.9 The letting will be formally confirmed when the original Lettings Booking Form is signed by the headteacher and/or finance & administration officer and a copy of the form signed by both parties accepting the formal agreement for the hire is returned to the hirer.

8.10 The deposit for the letting is required at least four weeks in advance of the date of the letting and payment in full received two weeks prior to letting. If any additional charges are incurred these will be invoiced separately.

8.11 If the letting includes additional special provisions or facilities these will be set out in a separate letter to the hirer and be attached to the Lettings Booking Form.

## Appendix 1 – Terms and conditions of the hire of school premises

1. The hirer must be over 21 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
2. The hire fee shall be paid in full upon signing the hire agreement together with any returnable deposit required by the governing body.
3. The governing body shall determine in advance the duration of the hire period.
4. The governing body reserves the right to refuse any application. The right is reserved to cancel any hiring, without notice, where the governing body considers it necessary for any cause outside their control. The governing body reserves the right to cancel this hire agreement at any time where the hirer is in breach of the terms of this agreement and no compensation shall be payable to any person in consequence of cancellation. In such event, the governing body shall not incur any liability to the hirer, other than for the return of any fee or the appropriate part of any fee paid in respect of the hiring.
5. Cancellation by the hirer of a confirmed letting will only be accepted if a request to cancel is received in writing and the following cancellation charges are paid on demand by the hirer:
  - Over 30 days: 25% of the deposit
  - 15-30 days: 33% of the deposit
  - Less than 15 days: 50% of the deposit
6. There shall be no variation to the conditions of hire without the express consent of the governing body.
7. The hirer is responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes onto the parts of the school's premises which are under the hirer's control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement. No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises. No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area wear shoes with stiletto heels or other footwear which may in the opinion of the governing body be damaging to the floor surfaces of the hired area. No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the governing body. Electrical apparatus must be switched off after use and plugs removed from sockets.
8. The hirer/hirers shall during the hiring be responsible for:
  - (a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
  - (b) The efficient supervision of the hired premises and for the orderly use thereof including the observance of the governing body policy on smoking on school premises;
  - (c) Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
  - (d) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;

- (e) Familiarising themselves and the users of the premises with the fire alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
- (f) Ascertaining the location of the nearest emergency telephone;
- (g) The provision of a suitable first aid kit;
- (h) The administration of first aid.

9. The hirer shall at the end of the hiring be responsible for:

- (a) Ensuring that the hired premises are vacated promptly and quietly;
- (b) Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.

10. Failure to comply with these conditions may lead to additional charges. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the governing body and pay for any damage thereof (including accidental damage) caused by any act or neglect by the hirer, their agents or any person on the hired premises by reason of the use thereof by the hirer.

11. The hirer shall immediately inform the headteacher of the school of any emergency, accident or serious incident that occurs on the school premises. The hirer will complete and lodge with the school an accident report form.

12. Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the governing body. Where such consent is given the hirer must comply with the licensing laws and provide evidence of such to the governing body.

13. There shall be no smoking on the school premises or the school grounds.

14. The promoters of entertainment and functions to which the public are admitted, for payment, shall be responsible for completing to the satisfaction of the governing body, all formalities in connection with the use of the premises for that purpose. Where the chief fire officer or licensing authority require additional facilities for the purpose of a letting (such as "exit" signs and emergency lighting) which are not already installed, it shall be the responsibility of the hirer to provide such facilities of an approved type and method of installation. Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission. No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the London Borough of Hackney and all necessary regulations against fire are complied with.

15. The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with;
- Any limitation on the number of persons admitted imposed by any licensing authority or the governing body are complied with;
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

16. No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees. The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act. If the hirer shall fail to do so any permission previously granted by the governing body to use the school premises shall be immediately cancelled and the governing body shall have the right to



recover fees, charges or any other payments referred to in this hire agreement. The hirer shall indemnify the Governing body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on school premises. The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society. If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd. Evidence that the necessary licences have been obtained must be supplied to the school by one month before the letting.

17. No betting, gaming or gambling is allowed except in accordance with the conditions of the Gambling Act 2005.

18. The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the governing body. School furniture, other than chairs for use in halls, shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the headteacher. The governing body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

19. The hirer will be required to indemnify the governing body against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence/default of the governing body, their servants or agents.

20. The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person, whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

21. Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

22. Except in so far as the Unfair Contract Terms Act (or any statutory modification or re-enactment of it) otherwise requires, the governing body will not be responsible or liable in any way whatsoever to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) Any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
- (b) Any loss or injury which may be incurred by or done by or happen to the hirer or any person relating to the premises by reason of the use thereof by the hirer;
- (c) Any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled; and the hirer shall be responsible for and shall indemnify the governing body, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

23. The hirer shall comply with such additional conditions as the governing body may require in writing, to be observed for a particular letting. It is understood and agreed that the governing body do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other

purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport, recreation or other activity, or any other person is in danger of suffering injury, loss or damage.

24. The hirer and their agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises. The hirer shall not sublet the hired premises or any part thereof and in the event of this conditions being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

25. Any notice or necessary action required in respect of this hiring may be undertaken by the chair of the governing body or their nominated representative. The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the governing body, the chair of the governing body and the headteacher of the school or a person authorised by them.

26. Where the hire of the facilities is for a block period, this shall be for no more than twelve months for any period of hire and all periods of hire shall automatically determine on 30 June in each and every year.

27. If the persons for whom the hirer is responsible includes children or young people the hirer is also responsible for ensuring that any activities for children are supervised by at least two appropriately trained and qualified adults at all times, and at a ratio of at least one appropriately trained and qualified adult to every fifteen children, except that children under eight years old will be supervised in accordance with the regulations made by the London Borough of Hackney and in accordance with the provisions of the Children's Acts. One of the adults must be qualified in first aid.


28. The hirer or the organisation, club or group must have adequate public liability insurance with a minimum indemnity of £2,000,000 for each and every claim, including insurance cover for trips and activities off the premises that take place during the time of the letting, and the hirer shall agree to indemnify the governing body against any claim other than that arising out of the negligence of the school.

Declaration by the hirer:

- i. I am over 21 years of age.
- ii. I have read the conditions of hire and agree to abide by them.
- iii. I confirm that insurance arrangements are in place in accordance with the conditions of hire.
- iv. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.
- v. I agree to indemnify the school for any loss arising out of a breach of this agreement.

For and on behalf of:

The Governing body of Gainsborough Primary School

Signed: 

Dated: **6<sup>th</sup> July 2023**



For and on behalf of:

(The Hirer)

Signed:

Dated:

## Appendix 2 – Gainsborough Primary School Lettings booking form & formal hire agreement

### APPLICATION FOR THE HIRE OF FACILITIES & ACCESS TO THE PREMISES

<b>DATES &amp; FACILITIES REQUIRED – Please provide full details</b>	
Date(s) required or details of regular booking etc.	Click or tap here to enter text.
Times required including time to prepare and complete activity	Click or tap here to enter text.
Facilities required	Hall(s) <input type="checkbox"/> Classroom(s) <input type="checkbox"/> Use of grounds <input type="checkbox"/> Or please list the facilities required: Click or tap here to enter text.
Purpose of hire and full details of activities to be undertaken including any charges made	Purpose of hire: Click or tap here to enter text. Details of activities: Click or tap here to enter text.
Maximum numbers of adults and young people that will be attending.	Number of adults over 21 Click or tap here to enter text. Number of adults over 18 Click or tap here to enter text. Number of children Click or tap here to enter text. Age range of children Click or tap here to enter text.

<b>NAME &amp; DETAILS OF THE HIRER – Please provide full details</b>	
Name of organisation	Click or tap here to enter text.
Name of hirer	Click or tap here to enter text. <b>This must be a named person over 21 years of age and not an organisation.</b>

Full postal address of organisation	Click or tap here to enter text.
Email address of organisation	Click or tap here to enter text.
Telephone number of organisation	Click or tap here to enter text.
Full postal address of hirer	Click or tap here to enter text.
Email address of hirer	Click or tap here to enter text.
Telephone numbers of hirer	<b>Work:</b> Click or tap here to enter text. <b>Home:</b> Click or tap here to enter text. <b>Mobile:</b> Click or tap here to enter text.

<b>DETAILS OF ANY SPECIAL REQUIREMENTS AND QUALIFICATIONS OF RESPONSIBLE ADULTS</b>	
Special requirements	Click or tap here to enter text.
List the full names of all adults with their qualifications only if this is appropriate for the activities to be undertaken or the booking involves children	Click or tap here to enter text.

<b>DBS check</b>	
<b>Full name</b>	Click or tap here to enter text.
<b>DBS number</b>	Click or tap here to enter text.
<b>Date of issue</b>	Click or tap here to enter text.
<b>Checked by</b>	Click or tap here to enter text.
<b>Date</b>	Click or tap here to enter text.
<b>Notes</b>	Click or tap here to enter text.

**Declaration and acceptance of this formal hire agreement by the hirer**

I have read and agree to abide by the Terms and conditions of the hire of school premises, as set out by the governing board, relating to the hire of facilities as requested above.

Signed:

Name: Click or tap here to enter text.

Date: Click or tap to enter a date.

Position in organisation: Click or tap here to enter text.

**This booking is accepted and confirmed as a formal hire agreement between the hirer and the governing body.**

Signed:

Date: Click or tap to enter a date.

**On behalf of the Primary Advantage Central Governing Board**

### Appendix 3 – Gainsborough Primary School Charges schedule

#### General Hire Rates

	<b>Staff and Non for Profit Organisations and Charities</b>	<b>All other Organisations and Private Hire</b>
<b>Area</b>	<b>Charges</b>	<b>Charges</b>
Hall	£10.00 per hour	£50.00 per hour
Classroom	£5.00 per hour	£30.00 per hour
Playground	£5.00 per hour	£30.00 per hour
EYFS room	£10.00 per hour	£50.00 per hour
Attic Space	£10.00 per hour	£50.00 per hour
ICT suite	£10.00 per hour	£50.00 per hour
Children's Centre Space	£10.00 per hour	£30.00 per hour
Playing Fields	£10.00 per hour	£25.00 per hour
Admin	£30.00 per hour	£30.00 per hour
Caretaker Support	£30.00 per hour	£30.00 per hour

#### Conference Delegate Rates

	<b>Staff and Non for Profit Organisations and Charities</b>	<b>All other Organisations and Private Hire</b>
<b>Area</b>	<b>EYFS room/ ICT suite/ Attic Space</b>	<b>EYFS room/ ICT suite/ Attic Space</b>
Half Day 9.00 – 1.00pm	£50.00 per half day	£200.00 per half day
Full Day 9.00-5.00pm	£80.00 per day	£250.00 per day

The above costs are inclusive of VAT.

Additional charges may be made if additional equipment is requested.

Additional charges may be made for requested earlier opening and later closing.

<b>Policy written:</b>	October 2020
<b>Amended/Updated:</b>	July 2023
<b>Adopted by the LAB:</b>	November 2020
<b>Review date</b>	November 2023

**The Local Advisory Board have reviewed this policy with careful consideration of our approach to equalities as outlined in the Equalities Policy, January 2020.**

We would like to acknowledge the work of other colleagues in drafting this policy. We have drawn on a range of sources including policies from other schools, good practice guides, published schemes and LA and Statutory guidelines where appropriate.

