

**Colham —
— Manor**
Primary School
Aspire, Achieve, Thrive

SCHOOL LETTINGS POLICY & AGREEMENT

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Policy Reviewed: December 2024

Next Review Date: December 2025*

*(Due to current rising energy costs, the cost of hire per hour will be reviewed every 6 months during this period)

Signed:

Date:

SCHOOL LETTINGS

CONDITIONS OF HIRE POLICY

December 2024

INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

DEFINITION OF A LETTING

A letting may be defined as “any use of the school premises by either a community group or a commercial organisation”, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

CHARGES FOR A LETTING

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating, lighting & catering);
- Cost of staffing (additional security, caretaking and cleaning) - including “on- costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Fee in lieu of use of premises, i.e. a rental value.

In order to achieve full cost recovery, the School Business Manager should calculate costs using school financial and energy costs based on actual room sizes. The Governing Body is responsible for setting the charges for the letting of the school premises. The current charges are set out at *Appendix A*.

APPLYING TO USE THE SCHOOL

Applying to use the school premises should be made to the School Business Manager and the Letting Agreement (*Appendix B*) should be filled in at least 21 days before a short term let (*Lettings Agreement A*) or prior to commencement of a long term let (*Lettings Agreement B*). The School Business Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The School Business Manager is responsible for the management of lettings, in accordance with the school’s policy, but the School Headteacher retains overall responsibility.

If the School Business Manager/Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

LETTING AGREEMENT

Once a letting has been approved, an email will be sent to the Hirer, confirming the details of the letting, along with a copy of the letting agreement (*Appendix B, Short or Long Term*) and terms and conditions (*Appendix C*).

The letting agreement needs to be signed and returned to the school, along with any supporting documents requested, before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting. All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

In some instances, a Hirer entering into a long term/ block booking (*Lettings Agreement A*) may want to or be required to be a Key Holder (*Appendix D*) (generally for out of "normal" school hours lettings)

TERMINATION OF LETTING AGREEMENT

The Headteacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions as at *Appendix C*.

SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at: <http://publications.education.gov.uk>

CURRENT LETTINGS CHARGES

Facility	Hourly Hire Charge
Main Hall	£35 + VAT
Dining Room	£30 + VAT
Community Suite	£30 + VAT
Classroom	£30 + VAT
Playing field (including football pitch)	£25 + VAT
Playground (including Muga)	£25 +VAT

Rates may be negotiable (a 10% reduction to hourly rates) for long term (6 months or over) block bookings.

CMPS staff are entitled to a 25% discount on all bookings.

LETTING AGREEMENT A**LONG TERM/ BLOCK BOOKINGS****(dance classes, fitness groups, slimming clubs etc)**

(Please complete this form in block capitals)

Facilities required:	
Other Requirements (e.g. chairs, tables etc.):	
Purpose of letting:	
Start Date & Duration of Let	
Day(s) & Times of Let	
Name and address of organisation	
Full Name of Hirer:	
Full Address of Hirer:	
Contact Number for Hirer:	
Documents Provided:	DBS Information <input type="checkbox"/> Risk Assessment <input type="checkbox"/> Safeguarding Policy <input type="checkbox"/> First Aid Certificate <input type="checkbox"/> Public Liability Insurance <input type="checkbox"/> Proof of Address <input type="checkbox"/>
Signature of Hirer:	
Date:	

LETTING AGREEMENT B**SINGLE USE BOOKINGS****(meetings, conferences, private parties, community events)**

(Please complete this form in block capitals)

Facilities required:	
Other Requirements (e.g. chairs, tables etc.):	
Purpose of letting	
Date and Times of Let:	
Number of people attending:	
Full name of Hirer:	
Full Address of Hirer:	
Contact Number for Hirer:	
Will alcohol be brought on to the premises?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Are you obtaining a license for the sale of alcohol?	Yes <input type="checkbox"/> Copy of licence provided <input type="checkbox"/> No <input type="checkbox"/>
Will food be brought onto the premises?	
Signature of Hirer:	
Date:	

Please complete and return to the school, with the required documents, at least 21 days before the event. We will confirm the booking in writing and notify you of the required charges and deposit.

(The approval of the Chair of Governors must be obtained where the Hirer requires alcohol to be brought onto the school premises).

Appendix C

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The "Hirer" shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the Hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the School Business Manager, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise. The Hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The Hirer shall agree to repay to the School all expenses which may be incurred by the School in repairing, making good or replacing any part of the school buildings or the contents thereof which may be lost, damaged or destroyed in consequence of the Hirer's use of the school. The School will notify the Hirer within 72 hours, or as soon as reasonably practical, the nature and details of any claim. The Hirer will be given the opportunity to investigate and respond before any monies are deducted.

The Hirer must be able to show that they have public liability insurance of no less than £5,000,000 in respect of each and every claim and able to indemnify the Governing Body of the School if it has to repair, replace or make good any part of the school premises or contents which may be lost, damaged or destroyed as a result of the Hirer's use.

In the event that the Hirer is unable to produce satisfactory evidence that they hold adequate Public Liability insurance to the sum of £ 5,000,000, the Hirer agrees for the School to arrange Public Liability insurance to this amount on their behalf and further agrees that it will reimburse the School for the cost of such Public Liability cover.

4. STATUTORY REQUIREMENTS

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The Hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The Hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the Governing Body
- g) The use of any form of pyrotechnics or fireworks is strictly prohibited.
- h) No unauthorised heating appliances shall be used on the premises
- i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- j) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

7. THE HIRER'S RESPONSIBILITIES

The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested. No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

7.1 OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

7.2 FIRST AID FACILITIES

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

An automated external defibrillator (AED) is maintained on the school premises and can be found in the main lobby.

7.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

7.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

7.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

The Hirer shall only be permitted to use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

7.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher / Local Governing

Body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

7.7 SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking / vaping area, and smoking/ vaping is not permitted.

7.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

7.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

7.10 DISPOSAL OF WASTE

The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

7.11 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

7.12 RULES

The Hirer shall comply with any rules and regulations which the Local Governing Body shall make from time to time.

7.13 CHARGES AND CANCELLATIONS

The Hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. Charges will normally be calculated on hourly periods. Unless otherwise stated, full payment must be received 10 working days in advance of a short term letting (*Letting Agreement A*). The letting will not be allowed to take place unless full payment has been received in advance of the letting.

Payment for a regular weekly letting or block booking must be made monthly in advance.

Cancellation, postponement or alteration of the letting, or in the case of a block letting, cancellation, postponement or alteration of one session of the block letting, should, where possible, be advised to the School in writing not later than 48 hours before the date of the booking. If, for any reason, the School does not receive this written cancellation in the timescale specified, the Hirer may, at the discretion of the School, still be liable for the full cost of the letting or, in the case of a block letting, for the cost of that one session.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the School Business Manager, the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the Hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer. It is the Hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

7.14 SUB-LETTING

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

7.15 STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event. Storage costs may apply.

7.16 LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

7.17 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the school should avoid undue noise on arrival and departure. The Hirer may, subject to availability, use the School car park at their own risk. The School does not accept responsibility for any loss or damage that may occur to vehicles that use its car park.

7.18 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

7.19 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

7.20 VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Any Hirer who does not vacate the premises at the agreed time will be charged for the additional letting time. The charges will be based on half hourly periods.

Appendix D

8. KEY HOLDER AGREEMENT

Colham Manor Primary School ('the school') understands that it is important to maintain a high level of security at the school and, as such, access to the school's buildings and grounds is limited to a certain number of authorised people who are identified key holders.

Hirers entering into a block or long term letting, that takes place out of "normal" school hours, may, with the agreement of the Head Teacher and Governing Body and by adhering and agreeing to the terms in the Key Holder Agreement, be permitted to become a key holder and be able to gain access to the hired areas of the school during the times stated in the letting's agreement.

8.1 DUTIES AND RESPONSIBILITIES

8.1.1 We expect you to be aware of the role you will play in the school's overarching security measures, and are fully cognisant of the responsibilities this role will involve with regard to keeping our school and community safe.

8.1.2 Your main roles will be:

- Adhering to the procedures and expectations outlined within this agreement.
- Opening and closing the school where required.
- Maintaining responsibility for any keys issued to you.
- Reporting loss or theft of keys to the School Business Manager • Returning keys to the School Business Manager when they are no longer needed.

8.1.3 You will only access areas of the school to which you have been permitted. These are:

8.1.4 You will be provided with security and alarm codes to ensure that you can access the school out of "normal" school hours. These codes will be provided to you via email by the School Business Manager

8.2 EXPECTATIONS

8.2.1 Keys that are loaned to you remain the property of the school, and we expect that you handle them with care and vigilance.

8.2.2 You will be expected to treat school keys as you would a valuable, personal possession. This means ensuring that keys are not left accessible and unattended and ensuring that you keep the keys securely locked away while they are not needed, e.g. in a locked cabinet.

8.2.3 You will be required to pay a key deposit of **£10.00 per set of keys** prior to receiving your keys – this deposit is refundable upon return of any keys you have been loaned.

8.2.4 You will be required to read and consent to this agreement in full prior to receiving your keys.

8.2.5 You will not loan school keys to anyone.

8.2.6 You will not share any confidential codes, e.g. security alarm codes, with anyone, including other members of staff.

8.2.7 You will not make copies of any keys in your possession.

8.2.8 You will not use the keys to enter the school, or allow others to enter the school, for purposes other than those directly related to your Letting Agreement

8.3 LOSS, THEFT & DAMAGE TO KEYS

8.3.1 If the keys that have been loaned to you are lost, stolen or damaged beyond use, you must inform the School Business Manager immediately to arrange replacements.

8.3.2 Where a key has been lost or stolen, you must ensure that you inform the School Business Manager without delay – the School Business Manager and the Head teacher will then assess what next steps are required, e.g. changing the locks.

8.3.3 Where a key is damaged beyond use, you will be required to return the damaged key to the School Business Manager, who will dispose of it securely.

8.3.4 You may be required to cover the costs of replacement keys – this will be assessed on a case-by-case basis.

8.3.5 If a key is lost, stolen or damaged due to negligence on your part, the school will not refund the deposit paid prior to the loaning of the key.

8.4 SECURITY ALARMS

8.4.1 You will make yourself available, at a time convenient to the School Business Manager to be instructed in unsetting and setting the alarm and opening/locking the school.

8.4.2 You will ensure all windows and doors in the areas you have accessed are shut and locked and all lights and any other electrical equipment is turned off before you set the alarm and lock up the school.

8.4.3 You **MUST NOT** leave the school unalarmed or unlocked and **MUST**, in the unlikely event, that the alarm will not set, contact a member of the Premises Team on the emergency number provided. If the issue cannot be rectified over the phone, you must wait at the school until a member of the Premises Team can attend. If, on attendance it is found that the alarm will not set due to any action of the hirer, you will be charged £100.00 to cover the cost of personnel attending site out of "normal" school hours.

8.4.4 Should an area of the school not included in your Letting Agreement be entered, resulting in an alarm being activated, you will be charged £100.00 to cover the cost of personnel attending site out of "normal" school hours.

8.4.5 The Hirer will be fully responsible for any loss, damage or vandalism as a result of the alarm not being set at the end of their hire session.

8.5 GENERAL SITE SECURITY

8.5.1 The Hirer will be responsible for locking all gates and ensuring the electronic driveway gates are closed when they leave the site.

8.5.2 The Hirer will be fully responsible for any loss, damage, vandalism or unwanted occupation of the grounds as a result of all gates not being secured at the end of their hire session.

8.6 AGREEMENT

Please read the following terms and conditions carefully and sign as appropriate

I, _____ (name of key holder), agree that I:

- Have read this agreement thoroughly, and consent to abide by its terms in full.
- Fully understand the responsibilities of being a key holder.
- Will communicate regularly with the School Business Manager
- Will pay a deposit of £10.00 prior to receiving the keys that will only be refundable when those keys are returned.
- Will treat any keys I am loaned with care, making all reasonable effort to avoid loss, theft or damage.
- Understand that I may be liable to cover the cost of replacement keys, and that, in the event that loss, theft or damage of keys occurs as a result of my own actions, I may not be entitled to a refund on my deposit.
- Will be fully responsible for any loss, damage or vandalism as a result of the alarm not being set or/and the site not being fully secured at the end of the hire session.
- Will not share confidential information, e.g. alarm codes, with anyone.
- Understand that failure to abide by the terms of this agreement may result in my letting agreement being cancelled

Signature:**Date:****9. JURISDICTION**

The Hirer and School agree that this contract is governed by the Laws of England and that the exclusive jurisdiction of the English Courts applies.

I have read and understood the above terms and conditions and agree to be bound by them. **Signed**

on behalf of the Hirer:

Position:

Date:

Signed on behalf of the School:

Position:

Date:

LETTINGS INDEMNITY (Complete if applicable)

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number:

Expiry Date:

Name and Address of Insurance Company:

Indemnity Limit:

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. I agree that systems are in place with regards to safeguarding measures as per the lettings policy. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature:

Date of application:

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss:

FOR SCHOOL USE ONLY:

Availability of facilities:

Lettings Supervisor:

Invoice Frequency and Information: Monthly in Advance

Deposit Paid (short term let) £

Deposit Returned (short term let) £

Accepted as a Key Holder (long term/block let) *

Key Deposit Paid * £

Key Deposit Returned £