



# Lettings Policy

Signed on behalf of the Governing Body

Chair of FGB: Richard Hunt

Date 14<sup>th</sup> July 2021

Review Date June 2023

## Revision Record

Revision No.	Date issued	Prepared By	Approved By	Comments
1	21.05.18	SBM	FGB	Updated old policy
2	26.06.19	JW/SBM	FGB	Updated dates
3	14.07.21	JW/SBM	FGB	Safeguarding clause (section 5), updated dates

Haylands Primary School is committed to providing a caring, friendly and safe environment in which individuals can grow in confidence without feeling intimidated, distressed or oppressed by the behaviour of others.

Our core Hand in Hand Values promote both Care and Respect.

### 1. Introduction

The letting of the school premises/sports field to groups and organisations within the local community is welcome, subject to the following conditions:

1. Use of premises for school functions will take priority over lettings.
2. The governing body will set charges for lettings guided by the following principles:
  - a) Use of the school by the Friends of Haylands will be free of charge;
  - b) Lettings to bona fide community groups and all hirers will be charged at £15 per hour or such other sum as the governing body may determine from time to time;
  - c) Where a key is lost by a hirer the replacement of the key (or if required by the school's insurers, the locks) will be charged to them at full cost;
  - d) Every endeavour is made by the school to accommodate the reasonable requirements of the hirer but the primary function of the school is to provide education for its pupils which will take priority. Where the stage and/or lighting is required for school use it will not be removed for the hirer and it will remain in situ for the duration of the school event. The hirer shall not move any equipment lights or other items (whether on the stage or elsewhere) without the prior written approval of the school;
  - e) Hire charges cover the normal use of lights, heating and toilets. If hirers wish to use specific equipment separate arrangements and charges will need to be agreed. Additional use of electricity etc. must be previously arranged and agreed in writing.
  - f) All lettings payments must be made in advance unless other arrangements have been agreed with the school business manager or headteacher. All charges for service and additional equipment are subject to VAT being charged at the current rate. In verifying whether the charge is subject to VAT, the school will refer to the guidance issued by HMRC.
3. The building is fully alarmed and protected by security locks. If the building or sports field is left unsecured by the hirer, the school will charge the hirer all the costs incurred, including the cost of staff time, subject to a minimum fee of £100.00, to attend, alarm and/or re-secure the building/sports field following the letting. A signing out sheet is provided for hirers to confirm they have left the building alarmed and secure. It is an insurance requirement and condition of hire that this sheet is completed.
4. In the event of any damage the hirer must notify the school at the earliest opportunity. The School shall be indemnified in full by the hirer for any damage occurring during the period of the letting even if not caused directly by the hirer.
5. If the hirer is working with children they must follow the guidance issued in Working Together to Safeguard Children 2018. It will be necessary for the hirer to undergo an enhanced DBS check if a

particular letting involves contact with children and young people. It is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with this requirement and any relevant Isle of Wight Safeguarding Children Partnership requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the hirer must keep appropriate records in line with current safeguarding and child protection best 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. The hirer will be expected to show they have robust safeguarding arrangements in place and have a named designated person to manage child protection and safeguarding concerns. Children must be appropriately and adequately supervised at all times, while on the school premises.

6. All hirers and those permitted to use the school premises/sports field as a consequence of the letting must fully comply with all relevant Health and Safety legislation and regulations, and the school's health and safety policies. Hirers shall not permit smoking (including the use of electronic cigarettes/vaping), the use of drugs or the consumption of alcohol anywhere on the school premises or sports field (save that alcohol may be sold and consumed if a licence has been obtained as mentioned in clause 11 below). Hirers shall not permit any dogs (apart from guide/assistance dogs) to be brought on to any part of the school premises or playing field.
7. All hirers must leave the school premises/sports field at the conclusion of the letting in the same condition as at the commencement of the letting. In particular all litter must be removed or placed in the bins provided.
8. Any additional cleaning/litter picking required to return the school premises/sports field to the same condition as at the commencement of the letting will be charged to the hirer at a cost of £20 per hour or part thereof. The hirer will not be permitted future letting of any part of the school site until all charges made under this clause are paid in full.
9. Hirers must ensure they have an appropriately trained and qualified First Aider and Fire Marshal on site throughout the hire period (see Appendix 2)
10. Hirers may not sub contract the right to use the school premises/sports field to another individual, club or organisation.
11. The school premises or sports field will not be hired to individuals or organisations if there is reason to believe that the name of the school may thereby be brought into disrepute. The decision of the headteacher or governing body in this regard shall be final and they shall not be obliged to give a reason for their decision. Usage of the school will be monitored and if any behaviour is identified as involving extremism or radicalisation, the school will terminate the letting agreement and contact the police.
12. The school premises/sports field may be hired for functions where a Public Entertainment Licence or Licensed Premises Licence is required provided this is agreed in advance by the headteacher and the hirer obtains the necessary licence. The hirer must fully comply with the terms and conditions of any such licence and the legislation affecting it.
13. In the event of an emergency or fire, the hirer will have in place an appropriate evacuation procedure with a dedicated assembly point and will ensure that such procedures are known to all persons assisting in running the event for which the school premises/sports field have been hired. Should such a circumstance arise the hirer will contact 999 Emergency Services.
14. The governing body authorises the headteacher to accept or decline lettings.
15. Income derived from lettings will be retained by the school and the cost to the school of providing lettings will be met from this income.
16. All hirers shall be licensees and not entitled to exclusive possession of any part of the school premises/sports field. No relationship of landlord and tenant shall be created between the school and any hirer.

17. All hirers must satisfy the school that they have public liability insurance with a sum insured of at least £2 million which will cover claims arising out of the letting. Hirers must agree to indemnify the school (including employees of the school and the members of the governing body) against all claims arising out of the use of the school premises/sports field by the hirer and those permitted on to the school premises/sports field during the hearing.
18. The school shall not be liable for any claims for damages for death, personal injury or damage to property arising out of the letting of the school premises/sports field by any person or corporate body save to the extent that such liability cannot by law be excluded.
19. The headteacher or school business manager will update governing body with details of lettings on a regular basis.
20. A copy of this Lettings Policy will be provided to all hirers, which must be signed and returned with all required information provided in full prior to any lettings taking place (see Appendix 1).
21. The school or hirer may terminate any ongoing letting agreement by giving one month's written notice to the other party. A shorter period may be accepted by agreement.

APPENDIX 1

Group Name of Hirer: .....

Person in Charge: .....

Contact Telephone Number: .....

Alternative Contact and Telephone Number: .....

Area Hired: .....

Date of Hire: .....

Time of Hire From: ..... To: ..... Total Time of Hire: .....

Total Cost of Hire: .....

Any Additional Terms and Conditions: .....  
.....  
.....

I confirm that I have read and, on behalf of the hirer, agree to abide by this Premises Letting Policy. I have provided a copy of the hirer’s Public Liability Insurance policy and evidence that it is in force and will cover the event for which the letting is being made. If working with children, I and the hirer will follow the guidance issued in Working Together to Safeguard Children 2018 and will have a named designated person to manage child protection and safeguarding concerns. I and the hirer will ensure that the hirer will have a Fire Marshal and First Aider on site throughout the period of hire. I and the hirer will ensure all personnel associated with the above hire are aware of the terms and conditions within the policy. I acknowledge receipt of key/s for the facilities hired and agree to use the key/s and facilities for the sole purpose for which intended and not to make any additional copies of the key/s. The keys will remain in my possession and will not be passed on to anyone else for additional use. In the event of loss I and the hirer agree to pay the full cost applicable for replacement as determined by clause 2c of this policy. The hirer accepts liability for any damage caused as set out in clause 4 of this policy.

Name: .....

Signature: .....

Duly authorised to sign on behalf of the hirer

Date: .....

Contact number: .....

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For Office Use: Gate Key / External Key / Access Card / Barrier Card / Barrier Key

Public Liability Insurance: £

Date:

APPENDIX 2

FIRE SAFETY COMPLIANCE

I confirm that I have a Fire/Emergency Evacuation procedure in place. I have received a copy of the location of fire alarm call points at the school.

My responsible persons are:

Named Fire Marshal: .....

Named First Aider:.....

Area hired :.....Please specify e.g. hall or studio

Signed: .....

Print Name: .....

On behalf of: (organisation) .....

Date: .....



**Fire Alarm Call Points**

In case of fire press the black circle in the white panel, the panel will break (safely!) and the fire alarm will sound.

Fire alarm call points are located next to all external fire exits, namely:

- Classroom external doors
- Cloakroom external doors
- Hall external doors
- Main entrance door
- Bottom of middle & far stairwells
- Kitchen lobby

Additional fire alarm call points are located:

- In the Castle
- By internal fire doors at the top of the middle & far stairwells
- By internal fire door leading to the lower floor accessible toilet
- By internal fire door to the Hall

**Please make sure you know where your nearest fire alarm call points are located. Call points must not be obscured or obstructed by any wall displays, resources or furniture.**