

# Lettings Policy



Date	Review Date	Responsible person
25.3.21	March 2022	C Baldock

<b>Headteachers</b>	Mrs Harris Mrs Norton Mrs Wade	<b>Date:</b>	25.3.21
<b>Governor:</b>	Mrs Bethan Cullen	<b>Date:</b>	25.3.21

## 1. Aims and scope

This version of our policy applies while COVID-19 remains a risk.

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines

We may let the school premises to groups or individuals in the community for:

- educational use that will benefit the school;
- social or community use;
- commercial or private use

We will not let to any group that promotes or supports racism, sexism, ageism, homophobia or any other type of discriminatory behaviour or whose presence would otherwise be incompatible with the school's ethos and policies.

## 2. Areas available for hire

### 2.1 Available areas

The school may permit the hire of the following areas:

- Sports/ main hall
- Classrooms
- Playground
- Playing fields

Hiring arrangements may be adjusted to accommodate any local or national guidance in place e.g. Covid-19  
We reserve the right to offer concessionary rates for users that directly offer services to pupils of the school.

Welfare facilities available upon request.

Any person or organisation wishing to use the school premises must complete a lettings' form and agree to abide by the conditions of hire.

The details of the application are checked and if approved the applicant will be sent:

- a letter of confirmation;
- an invoice to cover the cost of the let

## 3. Charging rates and principles

### 3.1 Rates+

The rates for hiring out different areas are listed in the table in the section below. We may decide that certain organisations or activities can use the premises for a concessionary rate, or free of charge, if it supports the core aims of the school.

Bilton Community Federation schools reserve the right to vary the facilities available to hire and/or times when these will be available for hire.

	Concessionary	Profit	Basic rate	Unsocial hours rate	Saturdays	Sundays / Bank holidays
Hourly rate	£10	£16 incl utilities	£32.50	£34.85	£40.37	£48.50
		+£8 p/hr after 1 <sup>st</sup> 2 hrs		+ £2.60p/hr	+£8 p/hr after 1st 2hrs	+£8 p/hr after 1st 2hrs

If the Let/ Hire is late ending after the agreed time then a penalty /late charge fee will be invoiced.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The booking will be cancelled by the school without prior notice:

- in the case of unforeseen circumstances (e.g. local lockdown or confirmed case at the school)
- if it is suspected that the conditions of hire have been broken by the hirer;
- if it is felt the conditions of hirer are likely to be broken

#### Hirer Cancellation

If the hirer cancels less than 10 working days before the event, then the full fee will be payable.

Coronavirus-related exceptions (e.g. if the hirer has to cancel a booking due to a local lockdown or if there's a suspected/confirmed case among the hiring group). The hirer is required to give you 7 days' notice in these circumstances in order to still be entitled to a refund.

### 3.3 Review

The revenue raised from hiring out will be reviewed by the Senior Administrator or School Business Managers and will be fed into the school's financial reporting, to ensure best value is being achieved.

## 4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in **Appendix 1** of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the school business manager / senior administrator.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

## 5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time. This includes implementing COVID-19 protective measures, including any site specific arrangements requested by the school, in line with the latest government guidance.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, shall provide of copy of the relevant insurance certificate no less than 14 days' before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; and
  - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with at least 10 working days or in the case of cancellations relating to COVID-19 5 working days notice will be refunded.
14. Any cancellations by the hirer received with less than 10 working days notice, or in the case of cancellations relating to COVID-19 with less than 7 days notice will not be refunded.

15. The hirer will read the schools emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. Fire exit doors must be unlocked during evening / weekend lettings.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school
18. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19. This must be provided to the school in advance of the letting.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
27. Health & Safety: the school site must remain secure at all times. The site must not be left unattended and no unauthorised personnel allowed on site. The hirer must adhere to the agreed locking / unlocking arrangements. Electrical equipment must be PAT tested. Evidence of PAT testing certificate must be provided along with the public liability insurance.

## 6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check. Copies of DBS checks or written confirmation that a DBS has been undertaken will be required.

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 3 and 5 of this policy. If you have any questions, please contact the individual school office.

- Bilton Infant School [finance2420@welearn365.com](mailto:finance2420@welearn365.com) 01788 811549
- Bawnmore Community Infant School [admin2423@welearn365.com](mailto:admin2423@welearn365.com) 01788 810065
- Bilton C of E Junior School [office@biltonjuniorschool.co.uk](mailto:office@biltonjuniorschool.co.uk) 01788 810675



## Application for Hire of School Premises Out of School Hours

ALL applications should be forwarded to the office of the establishment in which accommodation is required at least 14 DAYS before the hiring is due to take place.

### Part I - HIRER (Please complete in block letters)

School:
Name of Hirer:
Name of Organisation:
Name and Address for Invoice:
Daytime Telephone No.:

### Part II - HIRING DETAILS (Please tick appropriate box)

<input type="checkbox"/>	<b>EITHER:</b>	<b>Single Hiring:</b>	
		Date:	
		Start Time:	
		End Time:	
<input type="checkbox"/>	<b>OR:</b>	<b>Multiple Hiring:</b>	
		Date of first hiring:	
		Date of last hiring:	
		Recurrence of Hire (e.g Every Monday and Wed evening)	
		Start Time:	
		End Time:	
		Total No. of hiring's:	

**Part III - ACCOMMODATION** - including use of kitchen. Specify clearly and accurately as only officially authorised accommodation will be available at time of use.

Rooms/hall/gym area etc. required:		Approx. numbers:
Purpose of hire (social/training/sale):		
Participants: all children?    Y / N	If yes state ages:	All adults/mixed:    Y / N
Will chairs be required?    Y / N	If so how many?	
Piano required?(if available)    Y / N	Will a charge be made to participants?:	Y / N
Are public to be admitted?    Y / N	The charge is for? (subs/fundraising/profit/fees)	

**Part IV - GROUNDS AND EXTERNAL AREAS** - Taking vehicles onto or parking on grassed areas is strictly forbidden. Particularly important with car boot sales that parking on hard surfaces only is allowed. Any damage will be charged to hirer including clearing and disposing of litter left behind.

Pitch required (cricket, football):
Hard surfaces (playground, car park):
- Playgrounds are not designed for car parking. Check with Headteacher whether you can use it for this purpose.
Nature of use (sports/sale/fete):
Will access be required the next day for clearing up purposes?    Y / N    Time? ( to be agreed):

## Part V – DISCLOSURE and BARRING SERVICE CHECK

*Applies if your use involves children and/or vulnerable adults and is not a family occasion/event, e.g. birthday party*

Name of Organiser	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.

If more people involved please provide a separate list attached to this application.

**PLEASE READ AND SIGN BOTH DECLARATIONS AT PART VI AND VII OVERLEAF AND PASS FORM TO THE OFFICE OF ESTABLISHMENT. Forms received without signatures will be returned.**

### Part VI - INSURANCE COVER

To comply with the terms and conditions of hire set out in the BCF Policy

I hereby indemnify Warwickshire County Council for any claims made against the Council and also for any claims of the Council in respect of damage to its property arising from its use during my hire.

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

Policy Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Indemnity Limit £ \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Part VII - DECLARATION *(Please read before signing)*

I have received a copy of the Conditions for the Hire as set out in the BCF lettings Policy and agree to be bound by them. I also agree to comply with all obligations imposed by statute, regulation, byelaw, order or licensing relevant to the use by me of the premises and grounds. In particular, and without prejudice to the generality of the foregoing, I agree to observe the requirements of any entertainment, performance and music and alcohol Licences, Copyrights, Designs and Patents and to obtain, and produce on demand when requested to do so, all licences necessary and with particular regard to the requirements of the Licensing Act 2003.

I certify that **SOME/ALL\*** adults working with any children or vulnerable adults have had the necessary DBS checks as per certificate numbers provided and 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 have read and understood Part VI - Insurance Cover and:

- I attach official evidence of my Public Liability Insurance Policy

**I am over 18 years of age.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

It is confirmed that the accommodation required can be made available on the date(s) requested, that the Head has been informed, that the hiring has been approved \*(including specific agreement in uses that involve some adults without DBS checks) by or on behalf of the Governors. The applicant has been informed accordingly.

Date: \_\_\_\_\_ Chair of Governors/Head \_\_\_\_\_