

# Highfields Primary School

## LETTINGS POLICY AND HIRE AGREEMENT

### 1. Adoption

The governing body at their meeting on **25<sup>th</sup> March 2021** adopted the lettings policy and the scale of charges set out below.

### 2. Introduction

The governing body regards the schools buildings and grounds (which are owned by Staffordshire County Council as a community asset) and will make every reasonable effort to enable them to be used as much as possible.

### 3. Definition of a letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group or a commercial organisation”. Activities which fall within the corporate life of the school, such as PTFA meetings and events and extra-curricular activities for pupils organised by the school are not considered lettings.

### 4. Designated status

**Designated User:** The governing body has decided that for the purpose of charging there will be the following categories of designated user. These are:

- Wrap around care
- Pre-school provision

**Private User:** The governing body has decided that for the purpose of charging there will be the following categories of private user. These are:

- Sports groups (non-charitable)
- Business use

### 5. Charges and Payment

#### Scale of charges

The governing body is responsible for setting charges for the letting of school premises and will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable. In arriving at their scales of charges the governing body has followed the following principles:

- There will be parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users

For the purpose of charging, the headteacher along with the business committee are empowered to determine to which group any particular individual or organisation belongs. The scale of charges is attached at Appendix 1 to this policy and will be reviewed annually by the governing body for implementation from the beginning of the next academic year.

### **Discounts**

The headteacher and the business committee may offer discounts or agree a subsidy for any lettings, as they deem appropriate.

### **VAT**

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, sports letting are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

### **Minimum charges**

The minimum hire period will be **2 hours**

### **Deposits**

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

### **Payment methods**

Payment for individual bookings will be required in full at the time of booking in cash or with a cheque with guarantee card. Payment for recurring booking will be payable **a term in advance** A receipt will be issued for all payments received.

## **6. Cancellations**

The school will seek to recover any cost incurred by the school which is unavoidable and result directly from the cancellation of a letting. Details of the cancellation charges are shown in the Terms and Conditions.

## **7. Letting times, available facilities and equipment**

The following times, facilities and equipment available are agreed as follows:

Monday to Friday 6pm – 9pm

Saturday and Sunday 9am – 9pm

Variations to these facilities and times will be subject to the approval of the Headteacher.

## **8. Management and administration of lettings**

The governing body has delegated day-to-day responsibility for lettings to head teacher. Where appropriate, the head teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

## **9. Considering applications for lettings**

Organisations seeking to hire the school premises should approach the headteacher. Details of charges and conditions of hire should be given.

A request form (attached as Appendix 2) should be completed at this stage and a record of all enquiries should be kept. The headteacher will decide on the application with consideration to:

- Interference of school activities
- The availability of the facilities and staff;
- The schools equal opportunities, health and safety and child protection policies;
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

If the head teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the chair of the business committee.

#### **10. Issuing a lettings contract/Conditions of hire**

Once a letting has been approved, a letter of confirmation will be sent to the hirer enclosing a copy of the Conditions of Hire. The school must be in receipt of a copy of the Conditions of Hire signed by the hirer before a letting takes place.

The governors have adopted the Conditions of Hire which are attached at Appendix 3. All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement and will receive a copy. The hire agreement is a contract which the governors may legally enforce. No member of staff is allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the governors.

#### **11. Security**

The head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. The schools child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people

#### **12. Complaints procedure**

A complaint about the school from someone letting the school premises should be dealt with by following the school's complaints procedure. Complaints by a third party about a letting should be forwarded to Hirer. If the Hirer does not have their own complaints procedure, the school will investigate the complaint using its own procedure.

#### **13. Review of Policy**

The governors will review the policy each year.

## Appendix 1: Scale of Charges and cancellation charges

Classroom - £25 per session (2 hours)

Grounds - £15 per hour (minimum booking of 2 hours)

Hall - £15 per hour weekdays (minimum booking of 2 hours)

Hall - £20 per hour weekends (2 hours)

External Football Pitch Hire - £280 per team per season

*There may be additional charges in order to pay for a keyholder to open and close the premises if the hirer is not a key holder.*

## Appendix 2 – Booking Form for School Lettings

(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire					
Attendees	Total No.		No. Adults		No. Children
Single Booking	Data of Booking		Start Time		End Time
Block Bookings	Frequency/Days				
	Start Date				Start Time
	End Date				End Time
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>					

Facility Required	<input type="checkbox"/> Hall	<input type="checkbox"/> Classroom
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Hall with audio visual	<input type="checkbox"/> playground
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Field
Equipment Required		
Other arrangements		
<i>The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose</i>		

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, will the alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold
<i>If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i>		
I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.		

Signed (Hirer):  
Full name:

Date:

*You will be sent confirmation of whether this application has been accepted or rejected by post of email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.*

**Please return the form to:**  
**Headteacher**  
**Highfields Primary School**  
**Elder Lane**  
**Burntwood**  
**Staffs**  
**WS7 9BT**  
**office@highfields.staffs.sch.uk**

(School use only)

This application for letting is: ACCEPTED/REJECTED

Signed:

Position:

Date:

Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If no</b> , include in Schools insurance cover	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the letting involve working with children/young people	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes</b> , has the School followed their safeguarding procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### Appendix 3 – Conditions of Hire

#### Particulars of Hire

The Governing Body of Highfields Primary School of Elder Lane, Burntwood (the “School”) permits the hiring of facilities within the School (“the Premises” as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Premises to be hired	
Hire Period	From [date and time] To [date and time]
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the School:.....

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print  
Name:.....

Signed on behalf of the Hirer:..... Date: .....

## **Terms and Conditions**

### **1. Interpretation**

- a. Health and Safety Legislation:
- b. School: means the Governing Body of the School, its employees and agents.

### **2. Use and Access**

- a. The School permits the Hirer to access and use the Premises on the times specified for the Permitted Use.
- b. The School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behavior.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The School retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- f. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

### **3. Restrictions on Use**

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupiers within the Building or any owner or occupier of neighbouring property.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- d. Alcohol is not to be allowed to be sold on the Premises unless prior permission is given by the School and a licence obtained by the Hirer.
- e. Illegal drugs are not to be brought onto or consumed on the Premises.
- f. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- g. Smoking is not allowed on the Premises or the building at any time.
- h. No betting, gaming or gambling is allowed on the Premises without the written permission of the School and the relevant licence from the licensing authority.
- i. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

### **4. Hire Fee and Deposit**

- a. The Hire Fee is due and payable 14 days prior to the Hire Period.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

### **5. Condition and Damage**

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period.

- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

## **6. Insurance**

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.
- b. [The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own public liability insurance and any extra associated costs will be reflected in the Hire Fee.

## **7. Indemnity**

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

## **8. Loss**

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

## **9. Assignment**

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

## **10. Health and Safety**

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

## **11. Safeguarding and Child Protection**

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

## **12. Cancellation**

- a. The Hirer may cancel the booking at any time by contacting the School. If a booking is cancelled with more than one week's notice, the full Hire Fee and any Deposit will be repaid. If less than one week's notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.]
- b. This agreement will be cancelled immediately should the Hirer breach these Conditions of Hire at any time and no Hire Fee (or part thereof) shall be refundable.
- c. The School reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavor to give as much notice as possible. In such circumstances, the School will refund the Hire Fee (and any deposit), but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

## **13. Advertising**

- a. The School must approve all advertising and posters concerning the use of the Premises.