



<b>Name of School</b>	<b>Chieveley Primary School</b>
<b>Document</b>	<b>Lettings Policy</b>

<b>Document Control</b>	
<b>Document Name</b>	School Lettings Model Policy
<b>Written By:</b>	School Finance
<b>Date:</b>	June 2024
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<b>Review:</b>	Annual

## Purpose and background

Elements of the school site may be let to other organisations, outside normal lesson times. Charges may be levied for the use of the site. This policy determines the guidelines for these lettings.

## Policy objectives

It is the policy of the Governing Body to allow the use of the school's facilities for the benefit of the local community and to increase income without detriment to the school. Income from lettings shall be used to enhance the education of pupils. Notwithstanding this the Governors reserve the right to refuse a letting at their absolute discretion.

Lettings will only be authorised once confirmation of adequate public liability insurance, either from the Local Authority or the hirer, is in place.

## Management of policy

**School:** This policy is implemented and managed by the Headteacher.

**Governing Body:** The Governing Body has delegated the oversight, review and update of this policy to its Finance Committee.

**Approval:** Approved by the Governors' Finance Committee on 25<sup>th</sup> June 2024

**Next review due:** June 2025

## Associated policies

- Financial Management
- Health & Safety

## Practice and procedures

The Governors have delegated the day-to-day decision-making in respect of lettings to the Headteacher. The Headteacher and staff will implement the necessary contractual, accounting and administrative procedures in accordance with Local Authority regulations and will apply the procedures stated in the school's Financial Management Policy as applicable.

The scale and method of charging shall be determined and reviewed at least annually by the Headteacher, SBM and Governor' Finance Committee.

Income from lettings, which is earned through the use of public facility, must be banked as income into the school's imprest account, not into any school fund.

All hirers will be required to complete the Contract for Hire of School Accommodation (in Appendix 1) in full.

In accordance with the guidelines in Keeping Children Safe in Education 2023, all lettings involving children coming on to the school site will need to:

- provide the name of the safeguarding lead for the letting
- provide evidence of appropriate safeguarding and child protection policies and procedures
- provide evidence of DBS checks for adults involved in the letting (DBS certificates issued over 3 years ago will not be accepted)
- confirm that they are following the guidance in Keeping children safe in out-of-school settings
- confirm that they understand that if the school receives an allegation relating to an incident that happened during the letting, then the school will follow its own safeguarding policies and procedures, including informing the LADO.

Extracts of the two relevant paragraphs from Keeping Children Safe in Education 2023 are included below:

167. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

377. Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.

## Appendices

- Hirer's liability form
- Scale of charges

**Appendix 1: Hirer’s liability form**



**NAME OF SCHOOL: CHIEVELEY PRIMARY SCHOOL**

**CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS,  
COMPANIES, ORGANISATIONS, SCHOOL PTA**

CONTRACTS ARE **NOT** ENTERED INTO WITH A CLUB. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE **THE SCHOOL AND AN INDIVIDUAL OFFICER OF THE CLUB.** THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF CHIEVELEY PRIMARY SCHOOL AGREEING TO HIRE TO ME/US

MY/OUR NAME: .....

ADDRESS: .....

..... POST CODE: .....

TELEPHONE NUMBER: .....

OCCUPATION: .....

THE FOLLOWING ACCOMMODATION  
(state requirements, rooms, hall, playing field, car park etc.): .....

.....

PLUS (if applicable) any additional equipment (e.g. school piano, television, shower facilities etc.) as specified here:

.....

FOR THE PURPOSES OF (fully state the purpose of the hire of the premises):

.....

ON (insert date(s)): .....

FROM (insert times) ..... TO .....

IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES, I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) HEREBY AGREE:

1. that the School reserves the right to terminate the hire with immediate effect should it be found that any part of the School and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function of the School for its primary purpose;
2. to hire and use the accommodation/equipment as detailed above in accordance with the School's lettings policy and conditions and charges which I/we confirm that I/we have seen, read and understood;
3. that the School may, at its discretion, demand full payment of its charges or any part thereof in advance of the hire taking place whether before or during the duration of this agreement whereupon I/we shall pay the school's charges on demand;
4. that I/we have read, understood and agree and shall observe, fulfil and comply with all the Conditions set out below.
  - a) I/we agree that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary licence (such as for the sale of alcohol) and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and conditions.
  - b) Three clear working days' notice is required in order to cancel a booking. If this notice is not given I/we will be required to and agree to pay the full hire charge.
  - c) VAT may be applicable in certain circumstances and for certain hirings. I/we have enquired and established at the time of making the booking whether VAT is payable.
  - d) I/we will ensure that a responsible person will be present on the premises at all times during the full period of the hire.
  - e) I/we accept full responsibility for damage to or theft from the School's and Council's property, over which I/we have control, occurring during the period of hire of the premises.
  - f) Any cleaning undertaken which, in the opinion of the officers of the School, is required as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
  - g) The School and West Berkshire Council accept no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the School or West Berkshire Council.
  - h) The School and/or West Berkshire Council shall not be liable to the Hirer for any consequential loss.
  - i) If I/we discover any hazard(s) regarding access to the school premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the School aware of the hazard(s).
  - j) I/we agree that no equipment will be used without the prior written approval of the Head Teacher or an authorised representative of the School, as the case may be, and that the installation and use of my/our equipment will have been agreed by the Head Teacher or an authorised representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
  - k) I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and fire fighting equipment.
  - l) I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed, and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
  - m) I/we shall indemnify the School and West Berkshire Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law,

for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of West Berkshire Council, the School or its Governing body.

- n) I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
- i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property - **limit of indemnity not less than £5 million**
  - ii) accidental damage howsoever caused, including by fire, to the premises on hire - **limit of indemnity not less than £5 million**

### EXCLUDED LETTINGS

- **Political meetings**
- **Professional Entertainment promotions**

**Additional Safeguarding information required if children will be on-site as part of the letting**

Name of Safeguarding Lead for the letting (who will be present for the duration of the letting):

.....

I/We confirm that I/we:

Have provided evidence of appropriate safeguarding and child protection policies and procedures **Yes/No**

Have provided evidence of DBS checks for adults involved in the letting (DBS certificates issued over 3 years ago will not be accepted) **Yes/No**

Are following the guidance in Keeping children safe in out-of-school settings **Yes/No**

Understand that if the school receives an allegation relating to an incident that happened during the letting, then the school will follow it's own safeguarding polices and procedures, including informing the LADO. **Yes/No**

SIGNATURE OF HIRER (where hirer is an individual\*\*): .....

OR

AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation\*\*):

.....  
.....

POSITION: .....

DATE: .....

WITNESSED BY (signature): .....

NAME OF WITNESS (block letters): .....

ADDRESS OF WITNESS: .....

..... POST CODE:  
.....

OCCUPATION: .....

[If applicable, the invoice in respect of payment for the hire of the said accommodation/equipment may be forwarded to:

.....  
.....  
.....]  
.....]

*\*\* If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the school at least 7 days before the proposed date of the hire.*

## Appendix 2: Fees effective 1<sup>st</sup> September 2024

Hirer	Room / area	Rate
Before, lunchtime and after school clubs not run by school	Main hall, after school club area, classroom, field, Preschool area	£13.35 per hour or part hour New clubs may be offered a discount for up to one term