Woodcroft Primary School

Lettings Policy

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Co-ordinator responsible for the policy in consultation with the staff and governors:
Head Teacher

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Next Review Date: September 2029

Introduction

The Headteacher is responsible for the management of lettings, in accordance with this policy and may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the hiring process.

Lettings are arrangements made with members of the community for the hire of the premises outside of normal school hours. Hire charges will be determined by considering the costs involved such as the Site Manger's overtime for locking and unlocking. Any potential profit will be considered in relation to the nature of the letting and the commitment of the school to provide for extended services for the children and local community.

Organisations seeking to hire the school premises should approach the Site Manager or Finance Manager, who is delegated responsibility for the Headteacher, who will identify their requirements and clarify the facilities available. A hiring application form [appendix 1] must be completed.

Once a hiring has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the hiring and enclosing a copy of the terms and conditions of the hire agreement (see further guidance on hire agreement below). The person/organisation applying to hire the premises will be invoiced for the cost of the hire in accordance with the Governing Body's current scale of charges. (*Schools may wish to seek payment in advance in order to reduce any possible bad debts).*

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

Aims

We aim to promote use of the school premises in order to develop stronger community relationships and for the benefit of our children and the local community, particularly in the provision of extended services for young people and their families.

Responsibilities

It is the responsibility of the Full Governing Body to:

- Review conditions of hire annually
- Review charges annually

It is the responsibility of the Headteacher to:

- Authorise the hire of the premises
- Agree a charge for each application for hire
- Ensure persons who wish to hire the premises complete and return an Application for Hire Form

- Ensure lettings conform to school policies
- Arrange staff supervision of the premises during lettings
- Ensure that activities and organisers are aware of all current Health ands Safety Policies and have undertaken a risk assessment for the activity.

It is the responsibility of the person supervising the letting to:

- Secure the building at the end of the letting
- Ensure that they comply with the school's Health and Safety Policies and report any issues immediately.
- Undertake full risk assessments in accordance with HCC guidelines
- Make sure the school is tidy and secure at the end of their letting
- Use only those resources which have been agreed as part of the letting agreement.
- Ensure that all activities are led by appropriately trained and qualified individuals.

Details of Policy

This agreement, together with the form of application to hire School Premises, shall constitute the contract between the school and the hirer(s).
This agreement gives the hirer a license to use the premises during the times specified.
The hire 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 or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.
Acceptance of the hire agreement is deemed to be acceptance of these conditions.

1. **STATUS OF THE HIRER**

The hire 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 or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

2. PRIORITY OF USE

The Headteacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to School functions.

In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavours to provide the Hirer with alternative accommodation.

3. ATTENDANCE

The Hirer shall ensure that the number of persons using the Premises does not exceed 60

4. PUBLIC SAFETY

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.

The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.

The Hirer shall take all necessary precautions to protect the public, School pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.

The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the School, or other users of the School or neighbouring premises.
The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises.

PERMITED USE

The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day.

A childcare provider must meet and comply with the requirements of the Special Conditions annexed to this agreement.

Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

6. DAMAGE, LOSS OR INJURY

The Hirer shall pay the cost of any loss or damage to the School or any property arising from the hiring.

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the Premises are being hired), and/or loss of or damage to property, including the hired Premises, arising out of the hiring. The minimum limit for this insurance cover is £10 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the Premises can be confirmed.

The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the Premises and the Hirer shall indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

School Hall

Only suitable footwear should be worn in the hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.

Playing fields and hard court multi-use games areas

These facilities should be used for their intended purpose only i.e. participation in formal and informal play and sport. No additional marks should be made to the playing fields or hard court areas by the hirer. The School reserves the right to restrict the use of the playing fields during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands. Litter must be removed from the facility at the end of the hire session.

7. FURNITURE AND FITTINGS

School furniture and fittings shall not be removed or interfered with in any way.

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, are permitted.

8. SCHOOL EQUIPMENT

Use of School equipment must be agreed in advance of the Hire Period.

Responsible adults must supervise the use of any equipment and ensure its safe return. The Hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the Hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.

9. ELECTRICAL EQUIPMENT

Any electrical equipment brought by the Hirer onto the School site must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application to hire.
Noise levels must be contained to a reasonable level at all times and after 11pm no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

Subject to availability, car parking facilities may be used by the Hirer and other adults using the Premises. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times.

11. TOILET FACILITIES AND PLAYGROUND

Access to the School's toilet facilities and playing field is included as part of the hire arrangements.

12. FIRST AID FACILITIES

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports hiring.

Use of the School's resources is not available.

13. FIRE REGULATIONS & SAFETY

The School shall arrange for a member of staff before the Hire Period of the Premises to explain the fire procedures to the Hirer and shall inform the Hirer of any changes to the fire procedures during the Hire Period.

A written copy of the School's fire evacuation procedures will be issued to the Hirer upon their request.

No open fires or candles shall be used on the School premises without the express consent of the Headteacher. Where such consent is given, it is the responsibility of the Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.

To avoid the risk of damage from fire to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons , Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

14. FOOD AND DRINK

No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.

Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

All litter must be placed in the bins provided.

15. SMOKING

The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, and smoking is not permitted anywhere on the School site. This includes e-cigarettes.

16. ALCOHOL

Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

17. **GAMBLING**
No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place on the Premises without the prior written consent of the School.

18. ANIMALS
Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

19. OTHER RESTRICTIONS ON USE

The Hirer shall not permit the Premises to be used for any political purposes.

The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunken or disorderly to remain upon any part of the School premises and grounds.

The Hirer shall not permit the Premises to be used for any unlawful purposes or in an unlawful way.

20. COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period covered by this agreement.

21. TRANSFER OR SUB-LICENCING
The Hirer shall not transfer this hire agreement or sub-licence the Premises to another person(s).

22. CHARGES

Please see the attached lettings agreement for charges and review dates (if applicable).

23. LICENCES

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this hiring and the activity stated in these terms and inspection of such licences may be requested by the School prior to hiring.

24. DISCLOSURE AND BARRING SERVICE CLEARANCE

Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure that all individuals engaged in the provision of the Service and or activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (“DBS”) including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.

25. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

The Hirer acknowledges that the charges may be increased from time to time. The School will review the charges to be made on an annual basis.

The hiring may be cancelled by the Hirer or the School provided that at least 14 days notice is given.

It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.

The School reserves the right to cancel any hiring in the event of unforeseen circumstances.

The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, becomes unusable for any reason.

26. SECURITY

The Hirer shall take all necessary action to ensure the security of the School Premises and to comply with all reasonable requirements and instructions by the School for the proper running of the School. In this respect the Hirer shall maintain regular and frequent contact and liaise with the Headteacher to ensure that all such requirements/instructions are met.

27. RIGHT OF ACCESS

The School reserves the right of access to the Premises during any hiring and the Head Teacher or members of the Governing Body may monitor activities from time to time.

28. CONCLUSION OF THE HIRING

The Hirer shall, at the end of the Hire Period, leave the Premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, the Hirer may incur an additional cost.

29. VACATION OF PREMISES

The Hirer shall ensure that the Premises are vacated promptly at the end of the Hire Period.

30. PROMOTIONAL LITERATURE/NEWSLETTERS

In the event the Hirer wishes to distribute information a draft copy of any information to be distributed to participants or through the School must be sanctioned by the Headteacher a week prior to any such distribution by the Hirer.

31. SPECIAL CONDITIONS

The Hirer shall comply with the Special Conditions (if any) attached to this Agreement.

32. COMPLAINTS

Any complaint relating to the hiring of the Premises should be in writing to the Headteacher who will investigate and respond.

33. HIRER WHO IS A CHILDCARE PROVIDER

If the Hirer is a childcare provider it shall comply with the Special Conditions as set out in this agreement.

34. DATA PROTECTION

The School and the Hirer acknowledge their obligations under the General Data Protection Regulation and the Data Protection Act 2018 ('the Data Protection Legislation') and will comply with their obligations under the relevant Data Protection Legislation in force at the time.

The School is a Data Controller (as defined in the General Data Protection Regulation) in respect of personal data it processes for the performance of this agreement. The School shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

The Hirer will be a separate Data Controller (as defined by the General Data Protection Regulation) in respect of any personal data it processes. The Hirer shall provide appropriate privacy notices as required by the Data Protection Legislation. The Hirer shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

The School's legal basis for processing the Hirer's personal data is that it is necessary for the performance of this agreement. The School will not use the Hirer's personal data for any other purpose.

The School has collected the following personal data from the Hirer:

- The Hirer's name
- The Hirer's address
- The Hirer's telephone number

The School will process the Hirer's personal data in accordance with the privacy notice provided to the Hirer.

The School shall store the Hirer's personal data securely.

The School shall keep the Hirer's personal data in accordance with the School's retention schedule and in any event no longer than is necessary.

The Hirer has data subject rights (subject to certain restrictions) further details of which can be found in the School's General Privacy Notice [*insert link]*

The School's Data Protection Officer can be contacted by email [*insert email address*].

The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

35. BREACH OF CONDITIONS AND TERMINATION

The School shall be entitled to terminate the hire agreement with immediate effect in the event of;

(i) a breach by the Hirer of any conditions in the Hire agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the School

(ii) the Hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due or

Application for the hire of facilities at Woodcroft Primary School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Privacy Notice

The School collects personal information from you in order to process your application to hire school premises.
The legal basis for the School's use of your personal information is it is necessary for the performance of a contract. The School will keep your personal information stored securely.
Your personal information will be retained in accordance with the School's retention schedule.
You have some legal rights in respect of the personal information we collect from you. Please see our website page: www.woodcroftprimary.co.uk for further details.
You can contact the school's Data Protection Officer at: z.king@woodcrot.hants.sch.uk you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at https://ico.org.uk/concerns/

Note for school: If the school will share the personal information the school must tell the applicant who the information will be shared with.

APPLICANT

Applicant's Name/Organisation Name (organisation company, charity number)

……

Address……

……

Telephone……..

FACILITY REQUIRED

Date(s) of Hire ……..

Time of Hire: From ……. To …… (include setting up and clearing down time)

Accommodation required…….. Number of people attending……

Purpose of Hire……

Will food be consumed on the premises? **YES/NO**
Will music be played on the premises? **YES/NO** (Relevant licences must be produced)
Will electrical equipment be brought onto the premises? **YES/NO** (If yes, equipment must be Portable Appliance Tested)

APPLICATION

I hereby apply for use of the premises in accordance with the information provided above.

I agree to abide by the terms and conditions of hire and safety instructions provided to me.

I agree to pay the sum of £……**18 per hour**…….upon receipt of invoice in accordance with the School's payment terms for the above hire including VAT where applicable. I understand that hire charges are subject to annual review.

I agree to provide the indemnity required by the terms and conditions and will produce the insurance certificate prior to the date of hire. I understand that the hire may not take place if an insurance certificate is not produced.

I declare that to the best of my knowledge and belief, the information provided by me is correct.

Signed (Applicant)…….

Date…….. Name……

CONSENT FOR HIRE – office use only:

This application for hire has been approved on behalf of the School:

Signed: ……..

Name: ……. Date: ……