



School Lettings Policy

River Bank Primary School

January 2024

(to be reviewed in January and July of each academic
year)

River Bank Primary School

LETTINGS POLICY

1. Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities available to the local community.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. 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.*

A letting must not interfere with the primary activity of the school, which is to provide a high standard learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's budget.

3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (energy/utilities).
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs".
- Cost of administration.
- Cost of "wear and tear".
- Cost of insurance (if applicable)
- Cost of use of school equipment (if applicable).
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will take place during the summer term, for implementation with effect from 1st September of that year. Other reviews and changes may take place at other times where external factors have an impact on school costs e.g., energy costs. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

4. Priority for Lettings

The Governing body is mindful of the needs in the local area, as such, the following lettings are especially encouraged:-

- Educational activities open to school pupils and their families.
- Recreational activities open to school pupils and their families.
- Activities organised by local community groups for the benefit of the local community.
- Lettings to voluntary organisations
- Lettings to people living in the school local community.

5. Types of lettings

The Governing Body has agreed to define lettings under the following categories:-

- A. School lettings for activities for staff, pupils or their parents/carers that provide educational benefit to pupils, which the school may wish to subsidise.
- B. Community lettings for other community activities
- C. Commercial lettings, to be charged on a cost plus basis.

Price list for lettings

Weekday evening Minimum hire 2hrs
Weekend Minimum hire 3hrs

Accommodation	A	B	C
Sports Hall	£30/hr	£35/hr	£40/hr
Dining Room	£25/hr	£30/hr	£35/hr
Sports Hall & Dining Room	£45/hr	£55/hr	£65/hr
Classroom	On application	On application	On application
Outdoors	£25/hr	£30/hr	£35/hr
Kitchen	£50/hr	£50/hr	£50/hr

6. VAT

As AEAT is currently not vat registered, no VAT is applied to letting charges.

7. Management and Administration of Lettings

The headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The headteacher may delegate all or part of this responsibility to other members of staff (e.g., person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If the headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

8. The Administrative Process

Organisations seeking to hire the school premises should approach the headteacher (*or other designated member of staff*) who will identify their requirements and clarify the facilities available. A **Request Form** (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges. (*Payment in advance may be required for some bookings*).

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings' fees, which are received by the school, will be paid into the Academy's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored

9. Public Liability and Accidental Damage Insurance

The Hirer must prove 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 letting. The minimum limit for this insurance cover is *£1 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. The school will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The school's own insurance (RPA) will provide indemnity to a person or group of individuals or an organisation who would not be expected to have their own public liability insurance, for example, it would not be the intention of the RPA to provide cover for liabilities of large groups or organisations who are hiring the premises such as a football/swimming club who should provide evidence of such insurances to the school. We would not expect groups of friends getting together to play a sport or families hiring the hall for functions to have their own Public Liability insurance.

10. Safeguarding

Where services or activities are provided by an external organisation to the school the governing body will seek assurance that the body 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 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 will 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.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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 to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school's pupils or other young people, then –

- Any organisation submitting a lettings request involving working with children and/or young/vulnerable people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require DBS checks relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body may agree to obtain List 99 / DBS clearances on behalf of a hirer.
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- Where the activity is for example an after-school sports club, sports coaches must also follow the appropriate Active Education Guidelines.

Priority of Use

The headteacher or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made, and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the

Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

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 letting. The minimum limit for this insurance cover is *£1 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. The school will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the headteacher (*or other person with delegated responsibility*). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the school's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office will be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the school. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. The school will not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

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, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

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 school against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 7 days' notice for regular hirers and 14 days notice for one-off bookings is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e., less than 7 or 14 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting.

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges. For regular bookings invoices will be raised in advance of the letting and can be paid under the agreed terms. For one-off bookings, payment must be received by the school either prior to or on the date of the letting taking place. The hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

Security

Hirers are responsible for school security and will enter into this agreement after training on key holding and security. Keys should not be shared and should remain with the named Hirer. Any security concerns during lettings can be shared with the school site team using the numbers on the wall next to the alarm key pad.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be approved by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

Appendix 1 – Application for Use



River Bank Primary School, Bath Road, Luton LU3 1ES

APPLICATION FORM FOR THE USE OF SCHOOL PREMISES

This form **must** be completed by the person responsible for the proposed use of school premises, you **must** provide as much information as possible. Completion of this form **does not** guarantee the letting will be accepted; further documents may be requested before any letting commences.

Hirer/User Contact Name:
Name and Type of Organisation:
Address:
Contact No:

Accommodation Required	Time From	To	Dates	Total Hours per week	Reason for hire

Estimated Number of Adults Present:	
Estimated Number of Children (under 14) Present:	
Will any Licences (e.g., performing rights) be required?	YES/NO
Do you have Public Liability Insurance in place?	YES/NO
Will you be providing a qualified first aider?	YES/NO
Will you require any furniture moving, cleaning undertaken, or special equipment, if yes please list below:	
How many people will be supervising the event?	
If appropriate have these people had DBS checks?	YES/NO/NA
Any other information relevant to your application:	

SUMMARY OF CONDITIONS OF BOOKING/USING SCHOOL PREMISES

The letting/use is permitted by the school and its governing body on the understanding that the following rules, procedures, and any specific school policies provided to you are adhered to at all times. The school and its governing body ('the school') reserve the right to refuse any application to hire/use facilities without reason to the hirer/user if they feel such a letting is not in the interest of the school. The person(s) signing the lettings agreement on behalf of the hirer ('hirer')/user are personally responsible for ensuring these terms and conditions and any other appropriate school policies and procedures are fully complied with.

1. Fire Regulations

Induction prior to hire/use the following should be pointed out:

- FIRE EVACUATION PROCEDURE & ASSEMBLY POINT
- FIRE DOORS & FIRE APPLIANCES
- TELEPHONE & EMERGENCY CONTACT DETAILS

In the event of a fire dial 999 – Evacuate the building immediately closing all doors and windows and if possible, turning off any electrical appliance in use, assemble at the designated evacuation point. After raising the alarm, you must speak to the named contact provided to you by the school to advise them of the incident.

It is your responsibility to take a roll call to see that everyone is out of the building. If anyone is missing, advise the Fire Brigade immediately upon their arrival.

REGULAR LETTINGS – all hirers should hold a fire drill at least once per term. This will be arranged by the school. Arrangements will then be made to record that a drill has taken place in the Fire Precautions Log Book held on site. The school will have a fire risk assessment in place, you can see this if you wish too. Hirers/users must advise the school of estimated numbers of persons attending the event as part of their letting/use, rooms/halls etc. have a maximum occupancy limit for fire safety and evacuation purposes the number of occupants agreed by the school and hirer MUST NOT be exceeded.

2. Flammable Substances

Except with the prior express permission of the Headteacher in writing and subject to any conditions which may be attached to such consent, cylinders of compressed gas, explosives or highly flammable substances (including canisters of liquefied petroleum gas) shall not be brought into or stored or used on the school premises. Special effects and the use of pyrotechnics also require special written permissions from the Headteacher.

3. Alcohol, Drugs, Smoking & Gambling

The consumption of alcohol, taking of drugs or smoking is not acceptable at any time, by anyone on a school site involved in any type of school letting. Therefore, alcohol or drugs must not be brought on to, sold or consumed on school premises, all school sites are designated no smoking. Gambling is not permitted under the terms of the letting agreement.

4. Performing Rights Society

Application must be made to this society where copyright material is to be used, it is the hirer's/user's responsibility to comply with all appropriate laws.

5. Licenses:

A licence may be required for certain events (e.g., car boot sales, music or singing events, plays or dancing), it is the hirers responsibility to ensure they have any appropriate licence in place and follow its requirements.

6. Safety:

Hirer/users must notify the school in advance if any movement of school furniture or equipment is required. Hirers/users must NOT move school property or furniture themselves.

The hirer/user is responsible for the supervision, behaviour, and safety of those attending any event they hold, this includes minimising trip and slip hazards, crowd control, providing the appropriate number of attendants, noise levels and general behaviour. Addressing these and any other safety issues should form part of the hirers/user's risk assessment for the event or activity.

The hirer/user must not bring their own equipment on to site without the permission of the Head Teacher, in addition to permission from the Head Teacher any electrical appliances must be PAT tested.

The hirer/user must familiarise themselves with all appropriate policies, procedures and risk assessments provided by or available upon request from the school.

It is the hirer's/user responsibility to provide adequate (qualified) first aid for the event. The hirer/user must report any accidents, incidents or building defects to the school as soon possible.

Use of school cooking and catering facilities is not permitted unless prior written consent from the school has been received. Where consent is obtained the hirer must have a valid basic food hygiene certificate. Children must NOT be allowed in kitchen areas at any time.

7. Use of Premises

The hirer/user must only use those areas of the school detailed on their letting agreement and must not use the premises for political purposes, put up posters, notices or displays without the headteacher's permission or undertake any activity which contravenes the school's equal opportunities policy. Parking on the site is permitted at owner's own risk.

The school reserve the right to terminate the letting/user agreement without notice if it considers the conditions of booking have been breached in any way.

8. Transfer of Hire/Use

The hirer/user shall not transfer his/her agreement with the school to another party under any circumstances.

9. Accounts, Holidays & Cancellations:

Invoices for lettings will be issued by the school as agreed in the terms of the letting's agreement. It is advised that schools raise invoices in advance of the letting period. **Credits for failure to use facilities will not be allowed.** Failure to settle the account by the due date can invalidate the letting agreement and mean the letting is terminated with immediate effect. If you do not agree with an account, please contact the school office immediately. If the school are unable to honour the letting for any reason, an alternative date or venue will be offered. Lettings are not normally permitted during school holidays unless specific agreement has been obtained in advance from the headteacher. The school governing body can without notice terminate this agreement if the hirer breaches the terms of the letting agreement. Charges for hire of facilities will be reviewed annually by the school governing body and any changes notified to hirers in writing.

10. Cleaning & Security:

Hirers are responsible for their own personal security and property and ensuring the security of the school building is not compromised, hirers should ensure any windows/doors/gates etc. are kept closed and or locked as instructed by the school. The school will be responsible for opening and closing the building and setting the alarm unless otherwise indicated.

11. Insurance

The school does not insure any hirer of its facilities against personal injury, accident or loss or damage to personal property. **The hirer/user shall be responsible for indemnifying the school by obtaining and paying for public liability insurance.** The school will require proof insurance is in place before a letting is agreed.

The hirer will also be held financially responsible for any damage he/she or his/her agents or guests cause during the letting to school premises or property. This applies to ALL lettings (i.e., single or multiple lettings to individuals or groups).

RIVER BANK PRIMARY SCHOOL

EMERGENCY CONTACT TELEPHONE NUMBERS FOR HIRERS/USERS:

School Main Office: 01582 531860

Key holder:

Site Agent (Mobile) :

Assistant Site Agent :

Operations Manager:

Other Contacts (if applicable):

Appendix 2 Induction for use

River Bank Primary School, Bath Road, Luton LU3 1ES

Induction for use

Name
Name and Type of Organisation:
Contact No:

Accommodation Required	Time From	To	Dates	Total Hours per week	Reason for hire

Unlocking/Locking procedure	<input type="checkbox"/>
Fire Exits	<input type="checkbox"/>
Assembly Point	<input type="checkbox"/>
Fire Services contacted direct from activation of alarm	<input type="checkbox"/>
Smoking procedure (off school premises)	<input type="checkbox"/>

Will you be providing a qualified first aider?	YES/NO
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Will you require any furniture moving, cleaning undertaken, or special equipment, if yes please list below:

Have these people had DBS checks (provide evidence) and shared safeguarding policy?

Any other relevant information.

Appendix 3 Confirmation of letting.

River Bank Primary School, Bath Road, Luton LU3 1ES

CONFIRMATION OF BOOKING OF USE OF SCHOOL PREMISES

This form **must** be completed by the person responsible for the proposed use of school premises, you **must** provide as much information as possible. Completion of this form **does not** guarantee the letting will be accepted; further documents may be requested before any letting commences.

Hirer/User Contact Name:
Name and Type of Organisation:
Address:
Contact No:

Accommodation Required	Time From	To	Dates	Total Hours per week	Reason for hire

Letting Approved
By: _____ Date: _____
Cost per Letting £ _____ Invoice & Letting Agreement issued date: _____