



# School Lettings Policy

River Bank Primary School

**01.01.26** (approved by Trust Board 12.12.26)

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

Lettings policy and price list	P2
Appendix 1 – Terms and conditions	P6
Appendix 2 – Application form	P12
Appendix 3 – Safeguarding procedures checklist	P14
Appendix 4 – Induction	P16
Appendix 5 - Confirmation of letting/agreement	P17

## 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 1<sup>st</sup> 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

Weekend                      Minimum hire 3hrs

<b>Accommodation</b>	<b>A</b>	<b>B</b>	<b>C</b>
<b>Sports Hall</b>	£30/hr	£35/hr	£40/hr
<b>Dining Room</b>	£25/hr	£30/hr	£35/hr
<b>Sports Hall &amp; Dining Room</b>	£45/hr	£55/hr	£65/hr
<b>Library area</b>	£25/hr	£30/hr	£35/hr
<b>Outdoors</b>	£25/hr	£30/hr	£35/hr
<b>Kitchen</b>	£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. An application form (appendix 2) should be completed at this stage as well as the safeguarding information (appendix 3). 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, the confirmation of letting agreement 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 (this is normally done by email). An induction will be arranged for new lettings/hirers (appendix 4). 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 for lettings will be invoiced at the beginning of the month.

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 delegate responsibility to the headteacher to 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.

## Appendix 1

### TERMS AND CONDITIONS for hire of the 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 if they feel such a letting is not in the interest of the school. The "Hirer" shall be personally responsible for ensuring these terms and conditions and any other appropriate school policies and procedures are fully complied with.

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.

#### 1. 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 assurances to the school of DBS checks relating to staff and other adults using school premises.
- If the letting takes place at a time that River Bank pupils will be on site, the Hirer will be required to provide details of DBS checks for our single central record.
- 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.

#### 2. 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.

#### 3. 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.

#### 4. 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.

## 5. Public safety

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.

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 the Hirer's 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.

The school will have a fire risk assessment in place, you can see this if you wish too.

Hirers 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.

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 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 Hirer's risk assessment for the event or activity.

The Hirer must not bring their own equipment on to site without the permission of the headteacher, in addition to permission from the headteacher any electrical appliances must be PAT tested.

The Hirer 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 responsibility to provide adequate (qualified) first aid for the event. The Hirer 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.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. 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 and it is recommended that the Hirer has access to a mobile phone to cover the event of an emergency.

## 10. 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.

## 11. 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.

## 12. Toilet facilities

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

### **13. 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.

### **14. 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.

### **15. Alcohol, drugs, smoking and 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.

### **16. 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.

### **17. Copyright, performing rights and licensing**

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.

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.

### **18. Sub-letting and transfer**

The Hirer shall not sub-let the premises to another person. The Hirer shall not transfer his/her agreement with the school to another party under any circumstances.

### **19. Charges**

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

## 20. Accounts, holidays, 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 at least 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.

Invoices for lettings will be issued at the cost agreed in the terms of the letting's agreement. We will raise invoices in advance of the letting period at the beginning of the month that the letting will take place. **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.

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.

## 21. 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.

## 22. 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.

## 23. 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.

## 24. 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.

## **25. Promotional literature**

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 2



### 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.

<b>Hirer Contact Name</b>	
<b>Name and Type of Organisation</b>	
<b>Address</b>	
<b>Contact No</b>	

<b>Accommodation Required</b>	<b>Dates</b>	<b>Start time</b>	<b>End time</b>	<b>Total Hours per week</b>	<b>Reason for hire</b>

Estimated number of adults present:

Estimated number of children /young people/vulnerable adults present:

Confirmation and assurance that all appropriate safeguarding checks have been completed?

**YES/NO**

Confirmation that health and safety requirements, including provision of first aiders will be followed?

**YES/NO**

Will any Licences (e.g. performing rights) be required?

**YES/NO**

Will you require any furniture moving, cleaning undertaken, or special equipment, if yes please list below:

**YES/NO**

Any other information relevant to your application:

## Appendix 3

### Safeguarding processes for community group lettings at River Bank Primary School

#### Keeping Children Safe in Education 2024

[https://assets.publishing.service.gov.uk/media/66d7301b9084b18b95709f75/Keeping\\_children\\_safe\\_in\\_education\\_2024.pdf](https://assets.publishing.service.gov.uk/media/66d7301b9084b18b95709f75/Keeping_children_safe_in_education_2024.pdf)

#### Use of school or college premises for non-school/college activities

169. Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extracurricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

170. 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.

#### Keeping children safe in out-of-school settings

[https://assets.publishing.service.gov.uk/media/6509558022a783000d43e81f/After-school\\_clubs\\_community\\_activities\\_and\\_tuition\\_safeguarding\\_guidance\\_for\\_providers.pdf](https://assets.publishing.service.gov.uk/media/6509558022a783000d43e81f/After-school_clubs_community_activities_and_tuition_safeguarding_guidance_for_providers.pdf)

The list below details the arrangements you should have in place regardless of the type or size of provision. It provides a starting point that can be used by anyone to reduce the risk of harm to children in your setting. Ensure that all staff and volunteers understand and comply with the safeguarding arrangements you put in place and review your policies, procedures and training on an ongoing basis.

#### Safeguarding and child protection

You should:

- have an effective safeguarding and child protection policy in place
- have a staff behaviour policy (sometimes called a code of conduct)
- be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm
- have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children

- appoint a designated safeguarding lead, who has undertaken safeguarding and child protection training (including online)
- provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns
- if you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number
- know the local referral route into children's social care
- report any allegations of harm to a child to both your local authority designated officer and the police as soon as reasonably practicable
- know if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

## River Bank Primary School's checklist before agreeing to letting

### Provider:

Document	Received by:	Date:	Approved by HT	Date:
Current insurance certificate £1million + public liability				
Completed and signed booking form				
<b>Safeguarding and child protection policy</b> that demonstrates clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children				
<b>Safeguarding and child protection policy</b> that names the designated safeguarding lead				
Current DSL training certificates for DSL up to L2				
<b>Safeguarding and child protection policy</b> that, if you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number				
<b>Safeguarding and child protection policy</b> that demonstrates knowledge of the local referral route into children's social care – including their contact details				
<b>Safeguarding and child protection policy</b> that demonstrates how you will report any allegations of harm to a child to both your local authority designated officer and the police as soon as reasonably practicable – including their contact details.				
<b>Safeguarding and child protection policy</b> that demonstrates you understand if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate				
Staff/volunteer behaviour policy/code of conduct				

## Appendix 4

### Induction for Use



<b>Name</b>
<b>Name and Type of Organisation:</b>
<b>Contact No:</b>

Accommodation Required	Time From	To	Dates	Total Hours per week	Reason for hire
Unlocking/Locking procedure					
Fire Exits					
Assembly Point					
SS Fire Services contacted direct from activation of alarm					
Smoking procedure (off school premises)					
Health and safety and provision of first aid?					
Will you require any furniture moving, cleaning undertaken, or special equipment, if yes please list below					
Any other relevant information.					

## Appendix 5 Confirmation of letting and letting agreement



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.

<b>Hirer Contact Name:</b>
<b>Name and Type of Organisation:</b>
<b>Address:</b>
<b>Contact No:</b>

Accommodation Required	Date	Start date	End date	Total Hours per week	Reason for hire
	1.				
	2.				
	3.				
	4.				
	5.				
	6.				
	7.				
	8.				
	9.				
	10.				
	11.				
	12.				
	13.				
	14.				
Agreed category of letting A/B/C					
Agreed cost per letting in line with above category					
Letting approved by finance officer					
Date					

Letting approved by headteacher	
Date	
Invoice dates and letting agreement issued date	
Induction date agreed as (if new organisation)	

**EMERGENCY CONTACT TELEPHONE NUMBERS FOR HIRERS:**

**School Main Office: 01582 531860**

**Key holder: Mark Armstrong 07855447413**

**Site Agent (Mobile) : Mark Armstrong 07855447413**

**Operations Manager: David Sansom 01582 531860**