



# School Lettings Policy 2022

<b>Approved by:</b>	Local Governing Body	<b>Date:</b> November 2022
<b>Last reviewed on:</b>	October 2022	
<b>Next review due by:</b>	October 2023	

## Contents

1. Aims and scope .....	3
2. Areas available for hire .....	3
3. Charging rates and principles .....	4
4. Application process.....	4
5. Terms and conditions of hire .....	5
6. Safeguarding .....	6
7. Monitoring arrangements.....	6
Appendix 1: Hire request form.....	7

# 1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- MUGA
- Grass Pitches
- Main Hall
- Drama Studios
- Library
- Classrooms

### 2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19.

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	SUMMER HOURLY RATE	WINTER HOURLY RATE
Sports hall	60 for group sessions	£50 Monday – Saturday £60 Sunday	£55 Monday – Saturday £65 Sunday
Muga		£25	£25
Grass Pitches		£25	£25
Changing Rooms / Toilet Facilities if using external area		£8	£8
Main Hall	240 seated 60 for group sessions with no seating	£50 Monday – Saturday £60 Sunday	£55 Monday – Saturday £65 Sunday
Drama Studios / Classrooms / Library	30	£45 Monday – Saturday £60 Sunday	£50 Monday – Saturday £65 Sunday

## **3. Charging rates and principles**

### **3.1 Rates**

The rates for hiring out different areas are listed in the table in the section above. These rates take into account staffing, energy and cleaning costs

### **3.2 Deposit**

A damage deposit of £100 is required from the hirer alongside the lettings fee. The damage deposit will be refundable in full once the site team is satisfied there is no damage or additional hours of hire.

### **3.2 Billing**

Invoices will be raised monthly in advance in line with the times of hire stated on your booking form. Payment is expected within 14 days of the date on the invoice. Failure to pay in a timely manner may result in your booking being cancelled.

Any hirer who does not vacate the premises at the agreed time will be charged for the additional letting time.

### **3.2 Cancellations**

As per the terms and conditions stated on the booking form we require 7 days' notice to cancel any booking. You will then receive a refund for the booking amount or a credit note to be used against you next monthly invoice.

A full refund will be issued if we cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

### **3.3 Review**

Lettings fees will be reviewed on an annual basis in the summer term of each year.

## **4. Application process**

Those wishing to hire the premises should fill out the booking request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the booking request form and submit it to the Premises Manager. Approval of the request will be determined by School Business Manager.

If the request is approved, we will contact the hirer to:

- confirm the booking along with details of when to expect the request for payment;
- obtain proof of the public liability insurance;
- obtain evidence of PAT testing if you are bringing in electrical equipment;
- obtain evidence of DBS and safeguarding policies if you are working with children or vulnerable adults.

The Premises Manager will also contact the hirer to make arrangements for the date and time in question.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

## 5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant booking request form.
2. The hirer shall pay the full amount as stipulated within 14 calendar days of the invoice, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 14 days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
  - a. Any damage to the premises or school equipment;
  - b. Any claim by any third party against the school; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with at least will be refunded.
14. Any cancellations by the hirer received with less than 7 days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. Any damage caused as part of the lettings must be reported to the site team immediately.

17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
18. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
24. In the event of a breach of these Terms and Conditions by the hirer, the school may terminate the let with immediate effect.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## **6. Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Designated Safeguarding Lead as soon as reasonably practicable.

## **7. Monitoring arrangements**

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy.

Name of applicant / Organisation and company number (where applicable)			
Applicant contact details	Address:		
	Phone no:		
	Email address:		
Purpose of the letting			
Part of the premises requesting to be hired (tick areas required)	Sports Hall		Muga
	Grass Pitches		Main Hall
	Drama Studio		Library
	Classroom		Toilet Facilities (if using outdoor area)
Date of first letting			
Time of letting			
Duration (if more than one week)			
Is this a recurring request, please indicate the days of the week you required and the frequency.	Monday		Weekly
	Tuesday		Fortnightly
	Wednesday		Monthly
	Thursday		If you hire is dependent on a fixture list please provide this with the booking form
	Friday		
	Saturday		
	Sunday		

Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [premises@stopsleyhighschool.co.uk](mailto:premises@stopsleyhighschool.co.uk) or to the school office at St Thomas' Road, Luton Beds, LU2 7UX. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

**For office Use only**

Letting Application Approved by \_\_\_\_\_  
(School Business Manager)

Date: \_\_\_\_\_

Site Availability Checked	
Insurance Certificate provided	Expiry Date: _____
DBS confirmed	
Safeguarding policy Received	