



## **MODEL SCHOOL LETTINGS POLICY INCLUDING TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

### **INTRODUCTION**

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. Within the context of Every Child Matters, the Governing Body will endeavor to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

This policy is therefore expected to assist this and provide advice on;-

1. Definition of a school letting.
2. Types of Agreement
3. Governance
4. Administrative process
5. Matters for Consideration, including Finance issues, public liability, health and safety and other matters

### **1. DEFINITION OF A SCHOOL LETTING**

A letting may be defined as *“any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organization (such as the local branch of ‘Weight Watchers’)”*. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

This use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion

of a school letting form, or occasionally a more formal licence or lease. Advice on what is the most appropriate form of Agreement can be found below.

Where partnership activities are planned (eg. between school, other local authority services and other 3<sup>rd</sup> parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, finance, lettings application, safeguarding and all aspects of risk management between all parties.

## **2. TYPES OF AGREEMENT**

There are two basic types of Agreement that are envisaged for typical school lettings. It is suggested that these standard types of agreement will cover the types of issues outlined above and cover the majority of scenarios.

### 1. School Letting Agreement

This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, eg use of school halls etc. It can also be used when a third party is using space more intensively, eg they have full use of some rooms but the Council retains control of access to the buildings, ie the third party is dependent on the Council as keyholder to the school site. A draft version is attached in Appendix 2 and the school will be able to arrange this themselves. Generally the school should

- ensure that the terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation
- the Agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority.
- The Agreements should only cover one term/holiday period at a time.
- The school would manage this process themselves

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 it or of creating any tenancy between the school and the Hirer.

### 2. Formal 'Property' Agreement

This may be a lease or licence and would be required in a number of scenarios:-

- The Hirer is to have independent access to the rooms/building it wishes to use.
- The occupation is expected to be of a long term nature. The school could grant successive School Letting Agreements but if they are expected to last for a year or more it would be recommended that a Property Agreement is completed. There may be benefits to the Hirer or the school

to have a longer term agreement to provide security and perhaps help gain external funding.

- The Hirer is to occupy a stand alone building.
- The Hirer is providing a business use not linked to the school's educational role.
- The Hirer is expected to take on more responsibilities for its use, eg perhaps the level of repair, health and safety issues etc.

A Property Agreement would cover similar issues to that detailed in the School Letting Agreement but may raise different issues relating to the use, length of term and any special conditions that should be included. There would need to be liaison with Children and Adult Services and the school. Once terms were provisionally agreed, Property Services would need to consult with the relevant Councillors prior to seeking delegated approval. A Property Agreement may require Legal Services to be instructed to prepare the documentation.

There may be legal and surveyor costs associated with this and the entire process is more involved and takes longer than a School Letting Agreement.

### **3. GOVERNANCE**

#### **▪ Management and Administration of Lettings/ Governance**

The Executive Head Teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Executive Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Executive Head Teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Premises and Safety Committee (*or alternative, as appropriate*), who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting. Governing Bodies must consider the need for business & financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.

### **4. THE ADMINISTRATIVE PROCESS**

Those seeking to hire part of the school premises should approach the Executive Head Teacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available.

An ***Application Form*** (a copy of which is attached to this model policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, 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.)

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

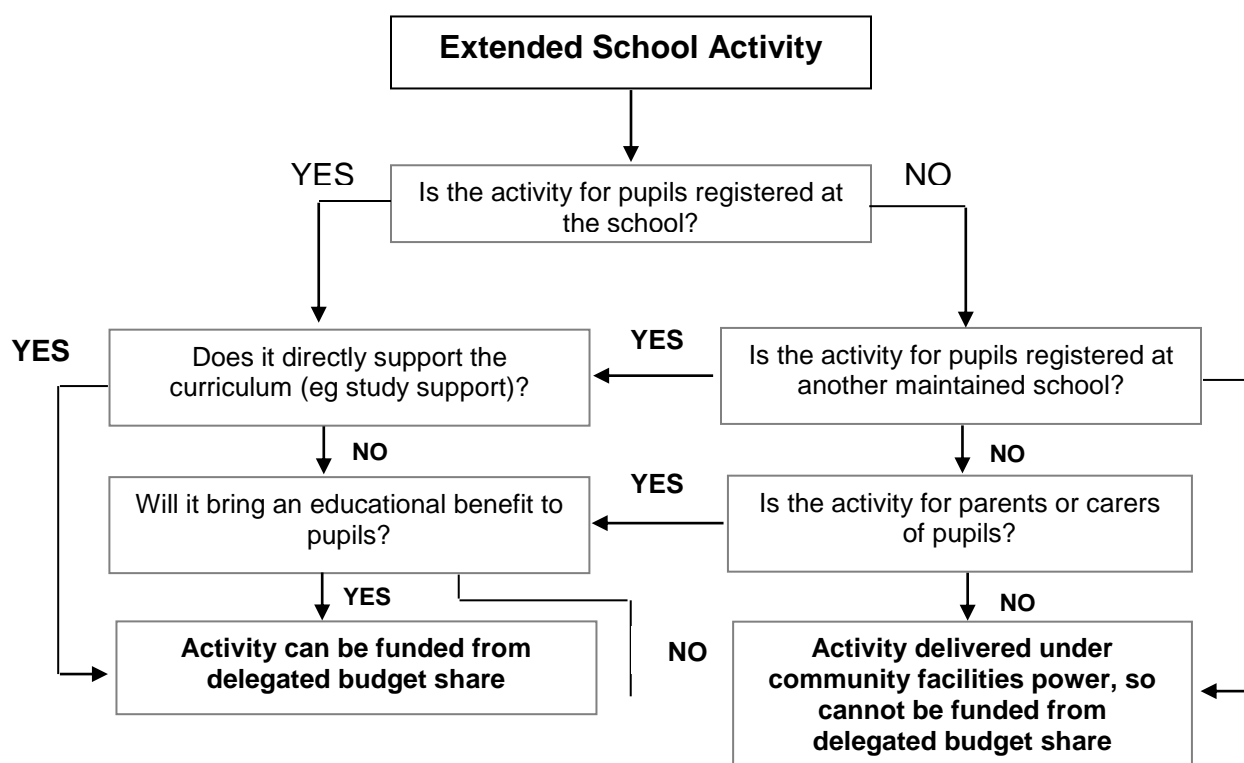
No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

### **5. MATTERS FOR CONSIDERATION**

The head teacher will need to consider a number of issues prior to agreeing to a letting. This may raise concerns that may be addressed in the Agreement.

- **Finance**

The school's delegated budget will not be used to subsidize any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid. The flowchart set out below, taken from Annex B of 'Planning and funding extended schools: a guide for schools, local authorities and their partner organisations may be useful where activities support pupils, families and communities through 'extended services through schools:-





Having asked the above questions and considered the particular circumstances of any proposed letting, a school might decide, for example that a parenting class is eligible for funding from the delegated budget because it helps pupils' parents / carers to support pupils' learning. Schools might also decide that a breakfast club for children held during term time is eligible for funding from the delegated budget because it would help to ensure that pupils are in class on time and ready to learn. But schools might consider that a play scheme during holidays is not eligible for funding from the delegated budget if its purpose is mainly childcare, ie. that it is a community facility rather than of being any direct benefit to pupils.

#### ▪ **Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating, lighting & catering);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Fee in lieu of use of premises, ie a rental value.

In order to achieve full cost recovery the school Budget Manager/ Caretaking/ Energy Service provider should calculate costs using school financial and energy costs based on actual room sizes.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers.

The specific charge levied will be reviewed annually, by the Premises and Safety Committee (*or alternative, as appropriate*), for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

Charges should be paid preferably before the commencement of the letting, but in any event the Hirer must pay within 28 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

All lettings fees which are received by the school will be paid into the school's individual 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 to ensure that at least a "break even" situation is being achieved.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

▪ **VAT**

In general, the letting of rooms for non-sporting activities is exempt VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances). Clarification should be obtained from VAT Officer. There are no VAT remissions for 'Not for Profit' companies limited by guarantee.

▪ **Public Liability and Accidental Damage Insurance**

As an alternative to asking each Hirer to separately arrange public liability (to £5 million), employer liability (to £10 million) and accidental damage insurance, it is possible for the Governing Body to take out a single insurance policy covering all lettings, and then to recoup the cost of the insurance premium via the lettings fee. Governing Bodies considering this option may wish to contact the council insurance officer (Joanne Walters 0191 2116698). The school will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school.

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

EITHER: The Governing Body has arranged appropriate public liability insurance to cover all 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. A pro-rata cost of the insurance premium has been included in the hire charge.

OR: 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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

*(Schools to delete whichever of the alternatives does not apply).*

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

• **Safeguarding**

**Status of the Hirer & Safeguarding of Children & Young People**

**a) School Lettings Agreement**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to any body to whom the school does not wish to hire the premises.

If there is no contact with pupils, then checking of the hirer and their staff is not necessary.

## **b) Formal Property Agreement**

. If a particular letting involves the provision of a service to the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DCFS guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate CRB checks. The Hirer will maintain and provide copies to the school, in relation to CRB evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Executive Head Teacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

The Newcastle Local Children Safeguarding Board states that a 'safe organisation' is one that ensures that its governing body, all of its employees, commissioned or contracted agents and volunteers or adult participants are aware of their responsibilities to safeguard children and vulnerable adults, and provides the following checklist:-

- ✓ Safe recruitment / selection practice (including but not only rigorous checking of applications, CVs, references and appropriate CRB checks) – including the training of those who recruit staff to work with children or vulnerable adults
- ✓ Clear expectations on staff with regard to personal conduct and promoting the well-being of children and adult service users
- ✓ Good induction systems and ongoing training / updates for staff (and others) in minimum standards in child protection, even where the primary service users are adults who are parents (not children)
- ✓ Clear access to Newcastle LSCB Procedures & guidance for the protection of children.

- ✓ Awareness of local protocols and systems for information sharing and referral
- ✓ Good supervision of staff / volunteers
- ✓ Clear and accessible complaints and whistle-blowing procedures
- ✓ Adherence to agreed local procedures for investigating allegations of harm or misconduct to children by persons in positions of trust – including independent advice and referral to the police as necessary
- ✓ Good record keeping (including decision-making about concerns / allegations) and database systems
- ✓ A formal and independent review process for learning from serious untoward incidents with regard to abuse of children or adults by those in a position of trust
- ✓ Regular audits of the above to ensure compliance
- ✓ Leadership / accountability in a named senior manager and clear access to specialist advice about child protection or the protection of vulnerable adults (externally if not available within the organisation)

### **c) General considerations**

On some occasions lettings will be made to groups where children will be in attendance but not necessarily pupils of the school, e.g. Brownies, Church Fairs. The responsibility for ensuring the safety of those children lies with the provider, but Governors and senior staff should be aware that the school could be implicated if there are any Child Protection issues with that organisation while in school premises. It is therefore important to keep an overview of all lettings to ensure there are no repercussions for the school.

Arrangements under the new Independent Safeguarding Authority Vetting and Barring Scheme due to be implemented in 2009 will ensure that everyone working or volunteering with children is appropriately registered.

- **Access**

Schools should consider the need for Hirers to comply with the Disability Equality Scheme and make reasonable adjustments. Where this is a strength of the school accommodation, this should be made explicit. However, the responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school. Schools are to consider exclusions, whilst also considering Equal Opportunities / Freedom of Expression Rights. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.

The Governing Body reserves the right of access to the premises during any letting. The Executive Head Teacher or members of the Governing Body from the Premises and Safety Committee (*or suitable alternative*) may monitor activities from time to time. The Executive Head Teacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements.

Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

- **Policies**

The school will provide the Hirer with copies of appropriate school policies eg. Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, Health & Safety, which the Hirer is required to comply with.

- **Copyright or Performing Rights**

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire. Schools are responsible for the management and documentation records PRS & PPL (John Fogarty can provide the guidance).

- **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

- **Furniture and Fittings**

The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school or caretaker, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

- **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the schools resources is not available.

- **Food, Smoking, Drink & Drugs**

No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

- **School Equipment**

This can only be used if requested on the application form, and if its use is approved by the Executive Head Teacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

- **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

- **Behaviour**

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

- **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Executive Head Teacher at least seven days prior to distribution by the Hirer.

- **Site Security/ Transportation of Young People/ Educational Visits**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. (Schools to clarify arrangements where no caretaker, potential reimbursements, for example in the event of closure such as for elections). Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements.

The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

The school will ensure the Hirer has made appropriate arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts), transportation arrangements, transport safety checks, CRB checks of volunteers, appropriate adult:child ratios and supervision arrangements.

Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school will monitor the effectiveness of arrangements from time to time. Risk assessments must also be completed by the Hirer when taking young people off the premises and transporting them between premises. The Hirer is responsible for ensuring that young people normal means of travel are effective after school hours, eg. valid bus passes.

- **Quality of Service**

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users, in relation to the Local Authorities monitoring of the Children & Young Peoples Plan and city wide priorities.

## **Appendix 1 SCHOOL LETTING – INITIAL LETTING APPLICATION FORM**

Name of Applicant:
Address (Individual or organisation):
Telephone Number:
Name of Organisation:
Activity of Organisation:
Registered Charity/ Company registration numbers:

Details of Premises Requested (Hall, Playground, Football Pitch etc):
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Day of Week Requested:
<i>First choice:</i>
<i>Second choice:</i>
<i>Third choice:</i>
Start Time:
Finish Time: ...
<i>(please allow time for your preparation and clearing up)</i>

Dates Required:
Use of School Equipment (please specify your request):
Details of any Electrical Equipment to be brought:
Car Parking Arrangements requested:
Maximum Number of Participants:
Age Range of Participants:
Number of Supervising Adults:

Relevant Qualifications of Supervising Adults: .....
Where applicable have List 99 and/or CRB checks been carried out? When? By Whom? <b>(Please enclose copies)</b>

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances. The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details). The Hirer confirms that arrangements are in place with*

reference to First Aid (see *Terms and Conditions for further details*). The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see *Terms and Conditions for further details*)

**I have read and understood the policy and conditions required of me as Hirer.**

Any other relevant information: .....  
.....

***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

**Signed:** ..... **Date:** .....

**Appendix 2 SCHOOL LETTING AGREEMENT**

The Governing Body of ( <i>insert school name and address</i> )
The Hirer:
Address:
Telephone :
Areas of the School to be Used:
Specific Nature of Use:

Maximum Attendance:
Details of any School Equipment to be Used:
Date(s) of Hire:
Period(s) of Hire:
Fee (specify per hour or per session): £

- The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

I have read and understood the conditions required of me as Hirer.

**Signatures:** ..... (The Hirer)  
 ..... (On behalf of the Governing Body)  
 ..... Date

**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.

**Priority of Use and Access**

The Governing Body reserves the right of access to the premises during any letting. The Executive Head Teacher or members of the Governing Body from the Premises and Safety Committee (or suitable alternative) may monitor activities from time to time.

The Executive Head Teacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school, to comply with the Disability Equality Scheme. Access to the school's toilet facilities is included as part of the hire arrangements.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall not sub-let the premises to another person. Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the 'Letting Request Form'.

### **Status of the Hirer & Safeguarding of Children & Young People**

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.

The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organization/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (CRB). If a particular letting involves contact with the school's pupils, all personnel involved must be checked in accordance with DCFs and Newcastle Local Children Safeguarding Board guidance. All staff in schools be cleared at Enhanced level and therefore this should be replicated across to third party users.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LEA's guidelines for working in schools. Please note: The Hirer shall not sub-let the premises to another person.

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.

Where partnership activities take place (eg. between school, other local authority services and other 3<sup>rd</sup> parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, lettings application, finance, safeguarding and all aspects of risk management between all parties.

### **Policies**

The Hirer will be given copies and adhere to school policies eg. Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety.

### **Charges and Cancellations**

Hire charges are reviewed annually and the current charge is set out in the **Hire Agreement**. 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 28 days notice either way is given. It is the Hirer's responsibility to notify all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### **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.

### **Conclusion of the Letting / Contract termination**

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 cost will be charged.

### **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 Education Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement. Schools are responsible for the management and documentation records PRS & PPL (John Fogarty can provide the guidance).

### **Damage, Loss or Injury**

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. The hirer "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event", and liability insurance is therefore recommended. A risk assessment must be conducted for each hiring/ activity.

EITHER: The Governing Body has arranged appropriate public liability insurance to cover all 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.

A pro-rata cost of the insurance premium has been included in the hire charge.

OR: 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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

*(Delete whichever of the alternatives does not apply).*

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Furniture and Fittings**

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. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required. 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.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LEA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LEA. The intention to use any electrical equipment must be notified on the application.

### **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 lettings. Use of the schools resources is not available.

### **Food, Smoking, Drink & Drugs**

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. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises is a non-smoking area, and smoking is not permitted.

### **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which 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 light or fixed catering / cleaning equipment is limited, and the hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

### **Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

### **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 they are collected by a responsible adult.

In the event of an emergency, occupants must leave the school by the nearest exit and assemble on ..... (*insert appropriate venue*). The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **Leaving of Premises/ Trips/ Transportation of Young People**

The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts). The Hirer is also responsible for transportation arrangements, transport safety checks, CRB checks of volunteers, appropriate adult:child ratios and supervision arrangements.

Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school may wish to monitor the effectiveness of arrangements. Risk assessments must also be completed by the Hirer when taking young people off the premises and transporting them between premises. The Hirer is responsible for ensuring that young people normal means of travel are effective, after school hours, eg. valid bus passes.

### **Promotional Literature/Newsletters**

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 distribution by the Hirer.

### **Housekeeping/ Activities Specific Considerations**

Details of any particular school arrangements to be inserted here.

### **Checklist**

In addition to the items listed above, the following may be a useful checklist, although does not necessarily cover all eventualities:-

#### **Responsibility of School Lettings Manager/ Caretaker**

The role of caretaker will include:-

- Establish mechanism for evidence that CRB certificates are up to date and appropriate (Not a suggested role for the caretaker).
- Establish mechanisms for monitoring quality assurance of what?
- Communicating out of hours arrangements, caretaker
- Arrangements for school closure, caretaker
- Arrangements for keys and alarms in their absence, caretaker
- Checking switching off technical equipment, caretaker
- Ensuring appropriate risk assessments are completed, SLM role
- Explaining fire procedures & fire risk assessments, caretaker/SLM
- Checking fixtures & fittings before and after the letting, caretaker/SLM
- Complete annual checks on relevant equipment, SLM

- Policies updated & given to hirer (Complaints Policy, Equality, Disability & Diversity Policies, Health & Safety). SLM
- Signed copies of Lettings Agreement kept on file SLM
- A risk assessment must be conducted for each hiring/ activity.
- Notify the school of any changes in role, staffing, responsibilities, absence etc.

### **Responsibility of Hirer**

The Hirer will:-

- Ensure Public Liability Insurance has been arranged for all activities
- Complete risk assessments, for both lettings and activities out of the premises,
- Ensure adequate supervision, ratios and up to date and adequate recruitment and vetting checks, and ensure arrangements to liaise with the school on these matters where appropriate.
- Take responsibility of tidying up, reporting and paying for damages, switching off electrical items,
- Make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.
- Read policies given to hirer and follow procedures accordingly, (to include Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety).
- Ensure the insurance and quality of additional resources brought in,
- Take into consideration Disability Equality,
- Establish register of emergency contacts
- Notify the school of any changes in role, staffing, responsibilities, absence etc.
- Inform the school of any car parking requirements
- Encouraging all hirers wherever possible to obtain pre- payment for small value services.
- Conduct a risk assessment must be conducted for each hiring/ activity.

**March 2021**