St Paul's CE Primary School

Lettings Policy

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CONTENTS

1. Introduction

2. Facilities Available to Hire

3. Hiring Fees

4. Booking Procedures, Booking Times and Cancellations

5. Hire Agreement

6. Hirers Checklist

7. Booking Procedures Checklist (For School Use Only)

INTRODUCTION

The Governing Body of St Paul's CE Primary School is keen to see that the premises at our School are used for the benefit of the whole local community. The education of children is the prime purpose of our School; however, we believe education is a lifelong process which should be open and accessible to all. The hiring of our school premises is also a valuable means of generating income to enhance our school's budget.

This handbook outlines the policy of our School with regard to lettings. It sets out the facilities available, the charges, and the responsibilities of the Governors and the Hirers.

The use of our School premises at all times, other than during the school day, is under the control of the Governing Body of our School (Education Act 1986, sect.42 no.2).

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in the Hire Agreement.

The final decision on compliance lies with the Governing Body.

FACILITIES AVAILABLE

We will consider the hire of our School Hall, Learning Resources Room, ICT Suite, Classroom, Playground and Wildlife Garden.

HIRING FEES

From April 2025, our charges are:

Area	Minimum Charge for 1 hour	For Lettings over 1 Hour – First Hour	Additional Hours
Hall	£24	£23	£18
Learning Resources Room	£19	£18	£14
ICT Suite	£14	£13	£9
Classroom	£13	£12	£9
Playground	£10	£9	£6
Wildlife Garden	£10	£9	£6

We reserve the right to vary these charges, dependant on the number of pupils or adults attending the club or event.

BOOKING PROCEDURES

1. Applicants should complete the application form and sign the Hire Agreement and return these to the main school office. A copy of their current Public Liability Insurance must also be supplied, together with evidence of Safeguarding/Child Protection Policy and Checks, if relevant.

2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.

3. By signing the agreement, the hirer is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy and terms and conditions.

4. A signed application form does not guarantee the booking will be granted.

5. Where the application for a let is accepted, a copy of the signed agreement form will be emailed to the Hirer. An invoice will also be sent if a deposit is required.

6. The hirer should then pay any required deposit, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement.

7. Any requests for amendments to the booking must take place at least 7 days prior to the date of the let. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be provided to the hirer in writing.

BOOKING TIMES

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.

2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.

3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

CANCELLATIONS

1. The School must be notified of any cancellation at least 1 week prior to the date of the let. However, notification at the earliest possible time is appreciated.

2. Where notification is given to the School at least 1 week prior to the date of the let, any deposit paid will be refunded in full. Your custom will be welcomed again at any time in the future.

3. Where notification is given to the school less than 1 week prior to the arranged date of the let, the hirer will be entitled to a 50% refund only of any deposit paid.

4. Where a cancellation is made by the school, the hirer will be entitled to a full refund of any deposit paid. The School will endeavour to notify the hirer at the earliest possible opportunity, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

a. The above conditions apply for cancellation of total or part of a booking.

b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will not be charged for the outstanding sessions.

ST PAUL'S CE PRIMARY SCHOOL

Headteacher	Mrs Michelle Lord
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Name of Hirer/Organisation:	
Hirer Contact Details:	Telephone Number: Email Address: Address:
Purpose of Hire:	
Date(s) of Hire:	
Start and Finish Times of Hire:	
Area to be Hired:	
Access Arrangements:	
Hiring Fee: For regular lettings, invoices will be sent on a monthly basis.	

This agreement is between the above-named School and the above-named Hirer for the purpose stated, under the following terms and conditions:

1. General

1.1 The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Headteacher.

1.2 If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur the Hirer will be reimbursed with the Hiring Fee.

1.3 No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to notice boards provided.

1.4 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.

1.5 Members of the public must not be admitted to the school premises after 10pm.

1.6 Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced, to the Headteacher prior to the Hire.

1.7 The Hirer must comply with the new smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the hirer and the school. Smoking is not allowed anywhere on the School premises.

1.8 Occupancy limits must not be exceeded (*School to advise of occupancy limits of rooms used for hire.)*

2. Hirer's Responsibilities

2.1 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire. Further guidance on risk assessments is available from the HSE website. http://www.hse.gov.uk

2.2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.

2.3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.

2.4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:

(a) Damage to buildings, grounds, fixtures, fittings and equipment; and/or

(b) Excessive noise and/or nuisance to local inhabitants.

(c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.

The Hirer will meet the cost of making good any damage caused.

2.5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect a policy with a minimum indemnity limit of £5,000,000 in respect of any one incident. Where the Hirer is using the premises for anything such as dance or sporting activities and there is the potential for injury to third parties, public liability insurance of £10,000,000 will be required.

2.6 The Hirer will provide the School with copies of the necessary insurances on request.

2.7 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person. The Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative of the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

2.8 In the event of any damage done to or loss of property suffered or incurred by the Hirer the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the School or any servant or representative of the School in which circumstances the School will indemnify the Hirer from all costs, claims, demands and expenses arising there from.

2.9 The School will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.

2.10 The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

2.11 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.

2.12 The Hirer or his appointed representative is responsible for reporting any accidents on the school's official accident report form, (HS2 Health and Safety Incident Report)

and notifying the Headteacher / Caretaker as instructed. Copies of the necessary accident report forms shall be made available to the Hirer as necessary. Where appropriate, the school will provide a copy of the Incident Report form to Brighton and Hove City Council's Health, Safety and Wellbeing Team for necessary review and investigation.

2.13 The Premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.

2.14 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

2.15 The hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

3. Security and Safeguarding of Children and Young People

3.1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to provide written evidence that they also have a child protection policy and that adequate arrangements are in place to protect children and young people.

3.2 If the organisation does not have these measures in place, the School may decline to enter into a Hire Agreement.

4. Fire Precautions

4.1 The Hirer should be provided with a copy of the schools Emergency Evacuation Plan.

4.2 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.

4.3 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. Use of pyrotechnics and special effects are not permitted without express permission of the Headteacher and are subject to specific risk assessment. Fire authority approval may also be necessary.

4.4 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

4.5 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

4.6 All exit doors must be accessible during the whole time the public are on the premises.

4.7 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and firefighting equipment. Firefighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the firefighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

5. Materials

5.1 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.

5.2 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g., candles, tealights etc.)

5.3 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Headteacher.

5.4 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

6. Temporary Electrical Installations

6.1 Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:

(a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments.

(b) The British Standard Specification and Codes of Practice – current edition and amendments; or

(c) The Electrical Supply Regulations – current edition and amendments.

6.2 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

6.3 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

7. Additional Requirements for the Hiring of External School Premises

7.1 The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.

7.2 The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.

7.3 Stakes or similar must not be driven into the ground unless specific permission has been given.

7.4 Vehicles must not be driven over or parked on the playground unless prior permission has been obtained, weight restrictions assessed, and all precautions have been taken to separate pedestrian and vehicular traffic. A limit of x *[maximum no. to be determined by the school, as is practical]* vehicles will be placed on any external Hire. Access and exits must be monitored by the Hirer and/or his representative at all times to ensure safety of pedestrians and vehicular traffic.

7.5 Unless prior permission has been obtained, bonfires are not permitted. The use of pyrotechnics/ fireworks is not permitted without express permission of the Headteacher and is subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.

7.6 Playgrounds must be left in a clean, tidy, and safe condition.

7.7 Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.

7.8 In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items.

8. After the Hire

8.1 On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:

(a) all windows and doors are closed and secured;

(b) the premises have been left clean, tidy and safe; and

(c) there are no signs of a fire.

9. Termination

9.1 In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.

9.2 In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.

9.3 The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

10. Indemnity

10.1 The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

Please sign below to indicate you have read and accepted the above terms and conditions of Agreement.

Signed on behalf of the Hirer: .....

Print Name: ……

Date: ……

Signed on behalf of St Paul's CE Primary School: ……

Print Name: .....

Date: .....

HIRER'S CHECKLIST

First Aid:

It is required that there is a trained first aider on site for every Hire of the School Premises:
First Aider(s):
Location or holder of the Hirer's First Aid Kit:
Who within the Hirer's organisation is responsible for maintaining the first aid kit and stock levels:

Fire and Emergency Plans:

You will be provided with a copy of the Emergency Evacuation Procedure for the school as well as separate copies of emergency escape routes for the area(s) of the school being hired.

You are responsible for the safety of any persons on the premises under your supervision; please ensure that they are aware of all emergency escape routes.

In the event that the fire alarm goes off then procedures should be followed as in the emergency evacuation procedure and the Caretaker must be called.

When using the school please ensure that all fire exits and escape routes remain clear of obstructions.

Do you have a register for all persons present at the let?

Have you been given and read the schools emergency evacuation procedure?

Will/have you inducted everyone and given information of the best evacuation route from the area in which you are using?

Who will call the emergency services and Site Manager in the event of an emergency? The location or holder of the mobile phone for emergencies?

In the event that you have to evacuate who will take on the role of evacuation controller? (Evacuation Controller's role is to call the fire service, ambulance service (if required), and the Caretaker if the fire alarm goes off. The evacuation controller must also take the register at the assembly point and inform the fire services of anyone who is missing upon their arrival.)

BOOKING PROCEDURES CHECKLIST

For School Use Only

1.	Issue Policy, Booking Application and Hire Agreement to the potential Hirer (as attached)	
2.	Receive completed booking application form and Hire Agreement (mark date of receipt)	
3.	Assess suitability of applicant	
4.	Check availability of premises	
5.	Check availability of caretaker	
6.	Obtain approval from Headteacher/Deputy Head	
7.	Book let into diary with hirer's contact number	
8.	Send invoice for booking, if required	
9.	Confirm Public Liability Insurance cover held	
10.	Receipt of deposit/payment in full	
11.	Send receipt of payment to the hirer	
12.	Receive any outstanding payment (where in two stages)	
13.	Confirm booking in diary, with caretaker (where appropriate)	
14.	Send receipt to hirer and confirmation of booking	
15.	Process payment	

Note: If payments are not made into the school account via the local authority, please remember that all payments must be declared for V.A.T. purposes.

For regular lettings:

- Ensure ongoing monitoring of Hire by Caretaker (e.g. no damage taking place, adequate supervision, no use of areas other than rooms in Hire Agreement etc).
- If any issues, feedback to Headteacher, arrange meetings with Hirer and agree action to resolve the issue.
- Request updated copy of Public Liability Insurance Certificate annually.