



# Diocese of Salisbury

## Academy Trust

*'Beyond expectations for all of God's children'*

### Lettings Policy

Policy Date: November 2021

Review Date: November 2025

Person



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## General

- 1.1 This letting agreement is between the hirer and the Headteacher of St Bartholomew's Primary Academy.
- 1.2 All prospective hirers must complete a lettings form. Failure to do so may result in the letting not being approved. The hirer must personally sign the lettings form and may not assign or sub-let the premises.
- 1.3 A lettings form must be received at least 14 days before the proposed date of use. Where the proposed date falls within a school holiday, the lettings form must be received 14 days before the end of term.
- 1.4 A 10% non-returnable deposit (if applicable) is required on receipt of the lettings form.
- 1.5 All charges must be paid by the due date. For casual lettings, this is 7 days before the proposed date of use. For regular lettings, payment arrangements will be agreed before the beginning of the lettings.
- 1.6 Applications and charges for regular lettings will be reviewed annually.
- 1.7 Other than in cases of one-off lets, the letting agreement will be subject to a one-month trial period. Thereafter the letting agreement will run per school year.
- 1.8 The Terms and Conditions will be subject to review and amendment if necessary.
- 1.9 In the event of irreconcilable conflicts of interest, the Headteacher reserves the right to end the letting agreement.
- 1.10 Educational and other statutory requirements take precedence over any other.
- 1.11 The hirer will provide documented evidence that the activities planned on the hired premises have been properly risk assessed.
- 1.12 Premises are let as they normally stand; no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Headteacher or the person to whom the control of lettings has been delegated.
- 1.13 Specialist rooms and equipment (including gymnastic equipment, public address systems, and pianos) are not included in the letting arrangements unless specifically mentioned in the lettings form and approved by the Headteacher. The hirer is responsible for their proper use if approved. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. The Headteacher may wish to make a separate charge for this use.
- 1.14 All lettings between October 1st and March 15th will be charged at the winter rate and those between March 16th and September 30th will be charged at the summer rate. Any requirement for heating during the summer period should be indicated on the application form and the appropriate charge will be payable as if for a winter letting.

- 1.15 All passageways and exits to which the public has access shall at all times be kept free from obstruction.
- 1.16 Posters and placards will not normally be permitted on the premises except by prior consent of the Headteacher or the person to whom the control of lettings has been delegated.
- 1.17 No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
- 1.18 No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
- 1.19 Smoking is NOT permitted.
- 1.20 The hirer shall be responsible for the maintenance of good order and behaviour during the letting. The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting.
- 1.21 The hired room(s) must be left in a clean and tidy condition. At the end of letting the premises must be left in a clean condition as found. Bins used must be emptied and rubbish taken away. Chairs installed in the premises may be used by special arrangement. The Headteacher does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
- 1.22 The premises must be vacated promptly at the end of the period of hire.
- 1.23 School Kitchens may not be used, unless agreed separately with the Headteacher.
- 1.24 The Headteacher may withdraw consent to the use of the school grounds in the situation where additional use may result in the school being unable to provide sufficient playing space for curricular use.
- 1.25 The school hall floor is used for pupils' physical education and no substance is to be applied to the floor to prepare it for dancing.
- 1.26 No footwear liable to damage floors and floor coverings should be worn in the school buildings.
- 1.27 Dogs, other than assistance dogs, shall not be allowed on school premises.

## **2 Grounds**

- 2.1 The Headteacher will consider applications to use the playground or field and charge accordingly.

## **3 Safeguarding and Child Protection**

- 3.1 The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DfE (e.g. adoption of the Sport England Safeguarding Standards).

- 3.2 The Hirer will liaise with the school in the event of any concerns arising about the safeguarding of children or child protection.

#### **4 Fire and Safety Precautions**

- 4.1 The telephone in the school office will not be available for hirers. All hirers must ensure they have a working mobile telephone available at all times during the hire. The hirer should be aware of the position of escape routes, fire alarms, firefighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
- 4.2 Before using the premises hirers are responsible for checking, that:
- 4.2.1 Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside;
  - 4.2.2 Safety lighting is working satisfactorily;
  - 4.2.3 Seating and gangways are arranged in accordance with safety rules;
  - 4.2.4 Firefighting equipment is available for immediate use;
  - 4.2.5 The maximum permitted number to be admitted is not exceeded;
  - 4.2.6 The hirer is familiar with the layout of the building.
- 4.3 At the beginning of the event, the hirer should point out the escape routes to those attending the event
- 4.4 In the event of a fire the person in charge of the hired premises is, when the alarm sounds, responsible for evacuating the hired premises and calling the Fire Service.
- 4.5 If there is a fire, or the fire alarm sounds, everyone should leave the building by the nearest exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area – the Visitor Car Park - where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. At all times the hirer is responsible for the whereabouts of children and adults in their care / employment. No-one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.
- 4.6 Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, firefighting is always secondary to safety of life.
- 4.7 After the letting the responsible person – the hirer or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating

switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to.

- 4.8 The hirer is responsible for First Aid provision during occupation of the hired premises.
- 4.9 All mains powered electrical equipment brought onto the premises must be made safe and evidence maybe required that it has a valid test and inspection certificate (the certificate should be less than one-year-old for earthed equipment, or less than four years old for double insulated equipment) Lower voltage equipment must be also safe and in good condition.

## **5 Damage to Property**

- 5.1 The Hirer shall repay to the Headteacher / school any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
- 5.2 The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

## **6 Indemnity**

- 6.1 Hirers shall indemnify the Headteacher / school against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Headteacher or Academy Trust, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
- 6.2 The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £5 million (Public Liability Insurance). A copy should be passed to the School showing an acceptable limit of indemnity.
- 6.3 Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Headteacher strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Headteacher and the Academy Trust, their agents and employees from all penalties, damages and costs which they may incur in consequence of an breach or default in complying with such provisions.
- 6.4 The hirer shall indemnify the Headteacher against all claims, demands actions or proceedings arising out of the infringement of copyright, etc. during the period of hire.

## **7 Legal Requirements**

- 7.1 The hirer shall be responsible for ensuring that appropriate licensing requirements concerning the consumption of intoxicating liquor, music, singing and dancing, gambling/lottery licences, theatre licenses and copyright are fulfilled. The hirer must not apply for licences without the specific approval of the Headteacher. The hirer must

comply with any legislation in force at the time of the letting. If the letting is for a play or entertainment provided for children, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more children being admitted to the building than can be safely accommodated, and to control the movement of the children whilst entering and leaving the building and to take all other reasonable precautions for the safety of the children.

## **8 Right of Entry**

- 8.1 The Headteacher, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

## **9 Failure to Observe Conditions**

- 9.1 If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Headteacher may without notice end the hirer's rights under the agreement, and affect the immediate vacation of the premises and/or grounds.
- 9.2 Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Headteacher may have under the agreement or otherwise and the Headteacher shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

## **10 Responsibility for Property and the Local Community**

- 10.1 The Headteacher shall not be responsible for goods, materials, clothing etc. brought into or left in the building by the hirer or persons acting on his behalf.
- 10.2 Cars are parked on the school premises at the owners' risk.
- 10.3 Hirers are asked to ensure that consideration is shown to the local community:
- 10.4 Noise should be kept to a minimum, particularly when vacating premises late at night.

## **11 Statutory Requirements**

- 11.1 Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at the Council. Public performances are defined as those to which members of the general public has free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
- 11.2 Public performances of stage plays, etc., can only take place in premises that have a Premises Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.

## 12 Charges and Cancellations

12.1 Use of the academy premises by the academy, or on behalf of the academy (e.g. Friends of/PTA) are not subject to the charging elements of this policy.

12.2 The Academy reserves the right to make a charge for use of the academy premises. Charges will be applicable at the following rates:

12.2.1 Hall Hire £20 per hour

12.2.2 Studio Hire £20 per hour

12.2.3 Playground/MUGA Hire £15 per hour

12.2.4 Sports Field Hire £10 per hour

12.2.5 Meeting Room £15 per hour

Requests for hire of facilities outside of the above will be considered on a case by case basis.

12.3 Cancellation by the Hirer – Cancellations should be made in writing at 24 hours in advance of the letting, otherwise the Hirer will remain responsible for the standard charges. In the event of a cancellation being made at the appropriate time, the academy will credit the Hirer for a free booking the following term if applicable, or refund the fee if no further bookings are required.

12.4 Cancellation by the Academy – If the academy finds it necessary to cancel a booking as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.



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**Facility Hire Lettings Form**

**Personal Details**

<b>Title (Mr/Mrs/Ms/Miss/Other):</b>	<b>Surname/Last Name:</b>
<b>First Name:</b>	<b>Other Names:</b>
<b>Address: Including postcode</b>	<b>Telephone Number:</b>  <b>Mobile Number:</b>
<b>Personal Email:</b>	<b>Hire on Behalf of (Company Name):</b>

**Hire Details**

<b>Date Required:</b>	<b>Time Required (please include set up/clear away time):</b>
<b>Room(s) or Facilities Required:</b>	<b>Nature of Event:</b>
<b>Estimated number of attendees:</b>	<b>Other Details/Requests:</b>
<b>Agreed Cost:</b>	

Please sign and return this form as confirmation you will abide by the conditions of hire attached.

I confirm that I have read and understood the above Terms and Conditions of Hire (which include Fire Safety Precautions).

Signed:

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Date:

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