



Mill Hill Primary School **Lettings Policy**

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Co-ordinator responsible for the policy in consultation with the staff and governors:

Headteacher / Business Manager

Reviewed: January 2025
Next Review Date: January 2028


Learning for a lifetime

Introduction

Lettings are arrangements made with members of the community for the hire of the premises outside of normal school hours. Hire charges will be determined by considering the costs involved, such as caretaker/site manager overtime for locking and unlocking.

The purpose of this policy is to promote the use of the school premises by the community that the school serves.

Any member of school staff or of the governing body who has a connection with a letting must formally declare this as a pecuniary interest.

We are committed to safeguarding and ensuring the health, safety and wellbeing of all pupils, in accordance with safeguarding procedures and guidance for staff outlined in the school's Health & Safety, Safeguarding and Child Protection policies.

Aims

We aim to promote the use of the school's premises in order to develop stronger community relationships and for the benefit of our children and the local community, particularly in the provision of extended services for young people and their families. The hiring of the school buildings, grounds or facilities by external organisations also supports the school's budget by raising additional income.

Roles and responsibilities

It is the responsibility of the governing body to:

- Review this policy on a regular basis and at least every 3 years
- Review charges annually

It is the responsibility of the headteacher (although they may delegate some tasks to the business manager) to:

- Authorise the hire of the premises
- Agree a charge for each application for hire
- Ensure persons who wish to hire the premises complete and return an Application for Hire Form
- Ensure lettings conform to school policies
- Arrange staff supervision of the premises during lettings
- Ensure that activities and organisers are aware of all current health and safety policies and have undertaken a risk assessment for the activity.

It is the responsibility of the person supervising the letting to:

- Comply with the lettings conditions set out in this policy
- Secure the building at the end of the letting
- Ensure that they comply with the school's Health and Safety, Safeguarding and Child Protection policies and report any issues immediately
- Undertake full risk assessments in accordance with HCC guidelines
- Make sure the school is tidy and secure at the end of their letting

- Use only those resources which have been agreed as part of the letting agreement
- Ensure that all activities are led by appropriately trained and qualified individuals.

Details of lettings conditions

1 Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

2 Compliance with conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3 Applications

Applications for hire should normally be made at least three weeks in advance. The application form can be found in the appendix to this policy. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

4 The hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.

5 All external hirers for school facilities must have an appropriate trained first aider and provide the school with a copy of their certificate.

6 The use of the premises must not interfere with the proper working of the school to impair its efficiency. In particular, the hirer acknowledges that they will not have exclusive use of the site.

7 Fabric and fittings

The fabric and fittings (including electrical installation) and content so the premises shall not be interfered with in any way. At the end of the hire period, the hirer shall leave the accommodation or facilities in a clean condition, with all equipment being returned to the correct place of storage.

8 School Hall

Only suitable footwear should be worn in the hall. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the hirer should consult the regulations described in the HCC document 'Safety in Physical Education', available from the school.

9 Playing fields and hard-court multi-use games areas (e.g. playground)

These facilities should be used for their intended purpose only i.e. participation in formal and informal play and sport. No additional marks should be made to the playing fields or hard-court areas by the hirer. The school reserves the right to restrict the use of the playing fields during inclement weather, when damaged or

under repair, when waterlogged or to fit in with the school curriculum or school demands. Any hire excludes the use of the outdoor play equipment (trim trail). Litter must be removed from the facility at the end of the hire session.

10 School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission. Only authorised persons shall use steps or ladders.

11 Storage

Storage facilities cannot usually be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

12 Hirer's property and property of the hirer's customers

Furniture and apparatus required may be brought on to the premises at the hirer's own risk. The school will not be held liable for any personal items lost, damaged or stolen during the hire – this includes any damage that may occur to vehicles whilst parked in school premises. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

13 Refusal of hire

The governing body may refuse an application to hire the premises if:

- a) The premises are required by the school
- b) There has been any damage to the property, or breach of these conditions, during previous use of the premises by the hirer
- c) For any other reason the governing body deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governing body by reason of such a decision.

14 Cancellation by the governing body

Apart from in exceptional circumstances, the governing body will give at least four weeks' notice to the hirer, should it become necessary to cancel or postpone a letting.

15 Cancellation by the Hirer

The hirer must give at least four weeks' notice of cancellation to the headteacher, acting for the governing body. If any shorter period of notice is given, the governing body reserves the right to pass on to the hirer any costs unavoidably incurred.

16 Payment of charges

All hire charges must be paid within 30 days of the invoice being issued. The invoice will be issued at the end of each month for all the hires that have taken place in that month. Failure to pay within this timeframe will result in the cancellation of the hire.

The governing body reserves the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of

the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governing body against costs unavoidably incurred as a result of insufficient notice of cancellation of booking, any damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governing body and their decision will be final.

VAT charges – Standard-rated means the VAT has to be added to the hire charge, currently at the rate of 20%. VAT exempt means that VAT does not have to be charged.

General lettings of an open space, such as a field, hall or room are generally VAT exempt. This also applies to the use of a room with tables and chairs.

General lettings become standard rated if the hirer requires use of school facilities, such as a projector, computer, the kitchen or other equipment during the letting.

17 Statutory requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly complied with by the hirer. Film, music, dancing (including disco and stage events) and indoor sporting events must be considered to be public entertainment, unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainment, it is the hirer's responsibility to inform the local council's Licensing Officer to obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

18 Alcohol

In no circumstances shall alcoholic drinks be available at any function.

19 Attendance and behaviour

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

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. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and hirer's insurance arrangements.

20 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governing body.

21 Fire Precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises and the means of evacuation in the event of a fire, bomb warning or any other threat to safety. Fire and other exits must be kept clear at all times.

22 Smoking

No smoking is allowed in any area of the school, both inside and outside. This includes the use of e-cigarettes and/or vapes. This must be strictly adhered to.

23 Caretaker/Site Manager

The caretaker/site manager is instructed by the governing body to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker or site manager on duty must therefore be followed.

24 Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

25 The headteacher or their representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the school, whose decision will be final.

26 Vehicle parking

The hirer and their customers may park in the upper car park on the school site, subject to availability of spaces and on the condition that they park responsibly. Cars are parked at the owner's risk.

27 DBS Clearance and other certificates

All hirers must provide enhanced level DBS clearance for themselves and any other person who are working with children. Failure to do this will result in the hire being withdrawn and relevant authorities informed. The school will record on file the DBS certificate numbers.

The hirer must also provide copies of their public liability insurance and teaching/training certificates relevant to the activity taking place on an annual basis.

28 Safeguarding and Child Protection policies

The hirer will ensure that when hiring involves activities aimed at children/young people, they have the appropriate safeguarding and child protection policies and procedures in place. Copies of these policies must be provided to the school in advance of the hire taking place.

Appendix

APPLICATION FORM FOR HIRE OF SCHOOL PREMISES

Privacy Notice

The school collects personal information from you in order to process your application to hire school premises.

The legal basis for the school's use of your personal information is it is necessary for the performance of a contract. The school will keep your personal information stored securely.

Your personal information will be retained in accordance with the School's retention schedule, available on request.

You have some legal rights in respect of the personal information we collect from you. Please see our website page for further details.

You can contact the school's Data Protection Officer at: admin@millhill.hants.sch.uk

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

Applicant

Applicant's Name/Organisation Name (organisation company, charity number)

.....

Address

Telephone

Email for invoicing

Facility required

.....

Date(s) of Hire

Time of Hire: From To (include setting up and clearing down time)

Accommodation required

Purpose of Hire

Number of people attending

Will food be consumed on the premises? **YES/NO**

Prepared on or off the premises?

Will music be played on the premises? **YES/NO**
(Relevant licences must be produced)

Will electrical equipment be brought onto the premises? **YES/NO**
(If yes, equipment must be Portable Appliance Tested)

Application

I hereby apply for use of the premises in accordance with the information provided above.

I agree to abide by the terms and conditions of hire and safety instructions provided to me.

I agree to pay the sum of £..... upon receipt of invoice in accordance with the school's payment terms for the above hire, including VAT where applicable. I understand that hire charges are subject to annual review.

I agree to provide the indemnity required by the terms and conditions and will produce the insurance certificate prior to the date of hire. I understand that the hire may not take place if an insurance certificate is not produced.

I declare that to the best of my knowledge and belief, the information provided by me is correct.

Signed (Applicant):

Date:

Name:

Consent for hire

This application for hire has been approved on behalf of the school:

Signed: Date: