

Lettings Policy

Date adopted:	26 January 2022	Last reviewed:	16 November 2023
Review cycle:	Every 2 years or earlier	Is this policy statutory?	No
Approval:	CEO	Author:	COO
Next Review Date:	November 2025		
Local approval:	Head Teacher	Local author:	Naomi Strickland

Revision record

Revision No.	Date	Revised by	Approved date	Comments
1	16 November 2023	L Mason	16 November 2023	References to Covid removed. Safeguarding section updated as per KCSiE 2023.

1 Scope

- 1.1 This agreement is prescribed by The Good Shepherd Trust and all reference to 'the Trust' or 'we' includes all Trust schools, the central team and subsidiary organisations. This policy applies to lettings.
- 1.2 "Hirer" means the person or entity identified in the relevant hire request form.

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support school activities
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines

2 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Classrooms
- Playing fields

2.1 2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports hall	30 children (standing) with appropriate adult ratio. 40 seated.	£18 per hour
Classrooms	30 children (standing or seated) with appropriate adult ratio.	£18 per hour
Play ground and field	30 children with appropriate adult ratio.	£18 per hour

2.2 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

3 Cancellations

- 3.1.1 We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice.
- 3.1.2 A full refund will be issued if the school cancels a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.
- 3.1.3 The hirer of the premises can cancel any hire with a minimum of 14 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.
- 3.1.3.1 Cancellation due to sickness of the hirer does not exempt the hirer from the requirement of 14 days' notice.
- 3.1.4 Coronavirus-related cancellations such as changes to government guidelines in local lockdown or PHE guidelines to shut the site are exempt from the notice periods stated in 3.1.1 and 3.1.3.

4 Application Process

- 4.1 Those wishing to hire the premises must fill out the hire request form in appendix 1 of this policy and read the terms and conditions of hire set out in section 5.
- 4.2 The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by Trust Business Manager or Headteacher.
- 4.2.1 All hirers must provide proof of its public liability insurance in conjunction with their application.
- 4.3 If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question.
- 4.4 We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

5 Terms and Conditions of Hire

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

- 5.1 The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
- 5.2 The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
- 5.3 The hirer shall not sub-licence any of the premises under the licence.
- 5.4 The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
- 5.5 Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
- 5.6 The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- 5.7 The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- 5.7.1 Those who hire any aspect of the Trust's school sites or any facilities will be made aware of the content of the Trust's health and safety policy and will have responsibility for complying with it.

- 5.8 The hirer must provide an up-to-date risk assessment for all activities at the commencement of the letting.
- 5.9 The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate on application.
- 5.10 The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- 5.11 The hirer shall indemnify and keep indemnified the school from and against:
- i. any damage to the premises or school equipment;
 - ii. any claim by any third party against the school; and
 - iii. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- 5.12 Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
- 5.13 The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 5.14 The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- 5.15 The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 5.16 If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
- 5.17 The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 5.18 The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
- 5.19 The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 5.20 The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 5.21 The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- 5.22 This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 5.23 The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
- 5.24 The School's liability will be subject to the Definitions, Extensions, Exclusions and Conditions of the Rules RPA Membership Rules.

6 Safeguarding

- 6.1 The Good Shepherd Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
- 6.2 It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
- 6.3 The School will seek assurance that the hirer has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed).
- 6.4 If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), the school will ask for confirmation that the hirers have had the appropriate level of DBS check.
- 6.5 The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Designated Safeguarding Lead at the School as soon as reasonably practicable.

Appendix 1 : Booking Application Form

Name of applicant/organisation and company number (where applicable)	
Applicant's contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Facility requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate dates and times of sessions	
Cost per hour	
Total cost of booking	
Number of expected participants in the activity Please note: these numbers must adhere to latest government guidance on social distancing	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Confirmation and details of the safeguarding and child protection arrangements you have in place	
Keyholder/code requirements	
All adult instructors/staff have valid DBS Checks and have shown to Business Manager together with ID and qualifications	YES / NO (please circle) ID to be produced on first visit (passport and driving licence)
Hirer has Public Liability insurance a copy of which has been given to Business Manager	YES / NO (please circle)

I (the Hirer) have received, read and agreed to the conditions of hire as outlined in the following documents;

GST Lettings Agreement (all hires)

School Lettings Procedures (all hires)

Fire Evacuation Procedure (all hires)

Security Code/Keyholder Agreement (if applicable)

Signed (on behalf of the Hirer/Organisation):

Date:

Please return this form via email to admin@bramley.surrey.sch.uk or to the school office at Bramley Infant School and Nursery. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.