The Meadows Primary School

Lettings Policy

Version Control

Version	Date	Purpose	Author
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Rationale

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- 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.

Areas available for hire

1. Available areas

The school will permit the hire of the following areas:

- School Hall (may or may not include the servery)
- Playground (may or may not include the MUGA)
- Community Room
- IT Suite
- Classroom(s)

2. Charging rates

The rates for hiring each area are as follows:

AREA	COST
Main Hall	The cost per hour £15
Playground	The cost per hour £12
Community Room	The cost per hour rate £15
IT Suite	The cost per hour rate £25
Classroom	The cost per hour £15

3. Charging rates and principles

3.1.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. A 10% deposit will be required upon booking. Additional costs may be charged for site building opening, closing and supervision, these would be agreed with the hirer at the time of booking.

3.2.Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 2 days' notice. A full refund will be issued if we do cancel 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.

The hirer of the premises can cancel any hire with a minimum of 2 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

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 School Business Manager who deals with hire requests.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

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, or reputational damage may occur.

A deposit is paid to secure the booking and the full amount is required on the day of hire.

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.

1. "Hirer" means the person or entity identified in the relevant hire request form.

2. 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.
3. 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.
4. The hirer shall not sub-licence any of the premises under the licence.
5. Additional storage space for long-term lettings is available at an agreed price.
6. 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.
7. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
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.
11. No food or drink maybe prepared or consumed on the premises without prior permission from the school.
12. The hirer should ensure that the premises are vacated promptly at the end of each period of use. 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 by the agreed time.
13. The hirer must take measures to ensure responsibility for ensuring adequate supervision and preservation of good order for the full duration of the hire until the premises are evacuated, also the prevention of over crowding and keeping clear all gangways, passages and exits.
14. There are no legal requirements for the school to provide first aid facilities for the hirer. Its suggested the hirer makes its own arrangements
15. All electrical equipment brought by the hirer onto the school site MUST comply with the LA code of practice. The intention to use electrical equipment must be notified on the application form.
16. The hirer shall indemnify and keep indemnified the school from and against:
    a. any damage to the premises or school equipment;
    b. any claim by any third party against the school; and

c. 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

17. 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.
18. Any cancellations by the hirer received with less than 2 days notice will not be refunded.
19. Any cancellations by the school made with at least 2 days notice will not be refunded.
20. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
21. 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.
22. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
23. 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.
24. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
25. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
27. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
28. 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.
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. 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.

6. Safeguarding

We are dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

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), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact. The School Business Manager.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
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	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to The Busines Manager, The Meadows Primary School.

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.

Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

You can contact The School Business Manager via the school office with any questions about hiring the premises.

Kind regards,

Mr D Naughton

Head Teacher