

SPEEN CHURCH OF ENGLAND SCHOOL



LETTINGS POLICY

Issued: January 2024

Next Review: January 2026

THEN CHRIST WILL MAKE HIS HOME IN YOUR HEARTS
AS YOU TRUST IN HIM. YOUR ROOTS WILL GROW
DOWN INTO GOD'S LOVE AND KEEP YOU STRONG.

-EPHESIANS 3:17 (NLT)

INTRODUCTION

The Governing Body is committed to making reasonable effort to enable the school building and grounds (premises) to be available for community use, subject to availability of the caretaker/ a keyholder.

Definition of a Hiring

A hiring may be defined as 'any use of the school premises by either a community group or a commercial organisation', or private individual regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises. 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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 3 days notice.

APPLYING TO USE THE SCHOOL

Application to use the school premises should be made to the school secretary, and the application form (Appendix 1) should be filled in at least 14 days before the event. The terms and conditions (see section 4) must be read in advance. (Appendix 4 for PTA events).

The secretary will rule on any conflicting requests for the use of the premises, with school functions always receiving priority. If the secretary has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Headteacher / Chair of Governors. The governing body has the right to refuse an application and **no letting should be regarded as 'booked' until approval has been given in writing.** No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the start of each term. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

HIRE AGREEMENT

- The hire agreement must be signed and returned to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.
- Once a hiring has been approved, signed confirmation will be returned to the hirer. The named individual applying to hire the premises will be invoiced in advance for the cost of the letting. All hiring fees will be paid into the school's budget account to offset the costs of services, staffing etc.
- Payments must be made at least 7 days in advance of the hire by cheque or other agreed method of payment.

Termination of Hire Agreement

The school secretary, or the Chairman of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached (Appendix 2).

TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with:

1. The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. Lettings will not be made to persons under the age of 18, or for any organisation or group with an unlawful or extremist background or one involved in activities contrary to the ethics of the school such as gambling. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

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. 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.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
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 no less than 10 days before the start date of the licence. Unless specifically agreed by the County Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.
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. The hirer shall indemnify and keep indemnified the school from and against:
 - Any damage to the premises or school equipment;
 - Any claim by any third party against the school; and
 - 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
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.
13. We reserve the right to cancel any agreed hiring with a minimum of 7 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 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.
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.
15. The hirer will clean the premises after use and comply with the school's arrangements for disposal of any rubbish or waste materials.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
17. 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.

18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. 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.

For more information on licensing please contact your District Council:

Aylesbury Vale - email: licensing@aylesburyvaledc.gov.uk

Wycombe – Tel: 01494 421222 or online <https://www.wycombe.gov.uk/pages/Business/Licences-and-permits/Alcohol-and-entertainment-licences/Temporary-Event-Notice.aspx>

Chiltern – Tel: on 01494 729000

To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: ‘A Guide to Copyright Licensing in Schools-Where to start...’

20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. 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.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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.
25. Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor cause inconvenience for the occupiers of nearby houses or property.
26. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises without permission of the Secretary or Headteacher.
27. The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

SAFEGUARDING

The school is dedicated to always ensuring the safeguarding of its pupils. 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.

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.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the school’s complaints procedure, a copy of which is available from the school Office, or the hirer’s own complaints policy, depending on the nature of the complaint. It will be at the Governing Body’s discretion which complaints’ procedure is followed.

Appendix 1

APPLICATION TO ENTER INTO A HIRE AGREEMENT FOR THE LETTING OF SCHOOL PREMISES

Name of Applicant	
Address	
Telephone Number	
Email Address	
Name of Organisation	
Activity of Organisation	
Details of Premises Requested (Hall, Playground, Toilets, Kitchen etc):	
Dates & times required	Date: Start time..... Finish..... (please allow time for your preparation, clearing and cleaning)
Use of school equipment (please specify your request)	
Details of any electrical equipment to be brought	
Maximum number of participants	Number Age range.....
Number of supervising adults	
Relevant qualifications /DBS checks of supervising adults	

Having read the terms and conditions – SECTION 4 OF THE POLICY - please tick the following boxes

- I confirm that adequate and appropriate insurance cover is in place for the activity to be carried out
- I confirm that arrangements are in place with reference to First Aid
- I undertake to comply with the regulations regarding the use of own electrical equipment
- I confirm that arrangements are in place with reference to Child Protection

I confirm that I am over 18 years of age, and that the information provided on this form is correct

Signed:

Date:

Appendix 2

HIRE AGREEMENT

The Governing Body of Speen School approve the hire as detailed above in Appendix 1.

- 1. Fee (*specify per hour or per session*): £
- Insurance added unless provided by the hirer £.....
- Additional costs for caretaking/ cleaning £
- 2. Caretaker/ Security arrangements
- 3. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the Fee
- 4. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document
- 5. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury

Signature of hirer

Signature on behalf of the governing body

.....

.....

Name in block capitals.....

Name in block capitals

Date

Date

office use: INVOICE NUMBER

Charging rates per hour. Donations above these rates are welcome.

Commercial quotes available on request.

Regular use may attract a discount.

This is the basic rate and may be subject to a cleaning charge and/or deposit required.

There is a minimum 3 hour hire charge.

The hirer will require premises insurance providing £5,000,000 cover; the school can offer this insurance for an additional 10% of hiring fee.

Organisation type	Regular lettings (cost per session)	Single letting (cost per hour)
Charity or Local community group	£27 - £55	£15 - £30
Non-local community or commercial	£100 - £150	£50 - £100

In all cases, the charge to be levied depends on the number of attendees, the premises requested (grounds, hall, classroom), the facilities requested (chairs, tables, cleared space, etc.) and the day and time of day (immediately after school close, late afternoon, evening, weekends, weekdays).

Checklist for hirer before leaving

	Caretaker to brief hirer / leave out for hirer	Hirer	Caretaker
i	Emergency phone in kitchen		
ii	Different cleaning products and equipment for kitchen floors and toilets		
iii	1 st aid bag		
iv	Locations of fire extinguishers		
	Hirer to check at end of session		
i	Kitchen surfaces cleaned		
ii	Floors swept and cleaned		
iii	Toilets cleaned		
iv	Bins emptied		

Portfolios	SCHOOLS CHILDREN AND YOUNG PEOPLE	
Establishment	Speen School	
Work Activity (brief description)	CANDLES at hired events	SUBSTANCES which may damage resources or property e.g., bleach, hot liquids
Hazards arising from work activity	Burns from candles or hot wax	Spillages
Estimation of Risk	Medium	Low
Who is at Risk?	Person lighting candles Children nearby	Those in close proximity
Resources/property risk	Hot wax spilling and burning resources or property Risk of fire	Damage to floor, furniture, school resources
Existing Precautions / Suggested Procedure	<p>Only adults to use matches. Children to sit away from any sparks which may fly from match.</p> <p>Matches kept away from children and returned immediately to a safe place where children can't reach afterwards.</p> <p>Water to be available in case of burns.</p> <p>If larger candles used in an event to set environment, candles to be put on a saucer or metal tray or a non-flammable container. If narrow in radius, to ensure it is secured and will not fall over.</p> <p>Candles to be placed on flat surface away from possible sources of ignition.</p> <p>Candles preferably not to be moved, once lit and only moved subsequently if considered a need to remove from room to decrease risks. Care to be taken if moved with liquid wax; ensure liquid wax is contained and will not spill or fall onto skin or other surfaces, causing burn.</p> <p>Care to be taken when blowing out, in case a lighted ember is blown towards a person or resource which could catch light.</p> <p>Should a child be chosen to blow out a candle, care to be taken about their proximity towards the flame (eyelashes and eyebrows to be well away), that their hair is tied back and they are in no danger of receiving a burn.</p> <p>The Lettings policy clearly states that the school (both indoors and outdoors) is a no-smoking site.</p>	<p>Those in charge to be aware of use of substances which if not supervised, could spill and cause damage to property.</p> <p>Regular checks and supervision.</p> <p>Hazardous substances kept out of sight or in locked caretaker cupboard until needed and then returned again after use.</p> <p>School property to be cleaned immediately after any spillages. Caretaker to be informed as soon as is possible.</p>

Are Existing Precautions Adequate to Control Risk? Yes

Assessment Reviewed date: