

# Letting Policy

## Sir Edmund Hillary Primary School



Approved by:  
F&P Committee

Date: 10.11.2022

Next review due by:

November 2023

### 1. Introduction

Lettings arrangements relate to the use of the school premises, accommodation and facilities outside of the normal school day. The Governing Body accepts the responsibility for the letting of school premises, for lettings arrangements and for setting lettings charges.

### 2. Definition

- "School premises" includes the site, the playing fields and all buildings on them.
- "Schools buildings" means any building or part of any building forming part of the school other than the building described as "other buildings".
- "Other buildings" means any buildings or part of the school premises required only:
  - for use in providing meals or other refreshments for pupils attending the school.

### 3. The Provisions for Lettings Arrangements

The Governors recognise that the Authority may direct them to provide accommodation on the school premises or any part of them on a weekday for any educational purpose or youth activity for which the Authority wishes to make provision.

Subject to any directions by the Authority and the statutory requirements of any Act of Parliament the Governors will control the occupation and use of the premises at all times.

The Governors will accept responsibility for any expenditure incurred by them in the respect of the school out of school hours, such as the cost of heating and lighting. Other activities, such as lettings to outside bodies, will attract payments in advance of hire. No letting is subsidised from the budget share and any income in respect of any letting will be paid into the school's budget.

Letting charges for the use of one of the following

- the Main Hall
- or a single classroom plus the toilet facilities.

	HaLL/Room hire
Charges per 4 hour period unless otherwise stated	£60
Special rules apply to Girlguiding, charge per session/week.	£20

#### 4. Conditions of hire

The Governors will only consider applications to hire following a receipt of completed copy of Nottinghamshire County Council form, Application for Use of Premises (Children and Young People's Services Form CC.110), see appendix A.

Lettings requests will be considered subject to:

- The premises not being required for school purposes.
- The premises not being required for election purposes.
- The purpose of hiring the premises is agreed by the Head Teacher and Governors and not being contrary to the ethos of the school.
- The availability of school staff to open and secure the premises.

It is the responsibility of the hirer to obtain and pay for any necessary licences.

#### 5. Health and Safety

- The hirer must ensure that activities are conducted under adult supervision in a manner unlikely to cause inconvenience to neighbouring property or the public.
- All hirers must take reasonable care of their own health and safety and that of any other persons who may be affected by their acts.
- During the period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law and contrary to the conditions of this document.
- IN CASE OF FIRE it is the responsibility of the hirer to familiarise themselves and other users of the premises with the fire alarm positions, the location of the firefighting equipment and the school's exit routes.
- Hirers are responsible for making their own arrangements of currently trained First Aider and for carrying their own first aid equipment.
- No items of a flammable, dangerous or noxious character may be brought on to the premises.
- Smoking is not allowed on the premises at any time, this does include all external areas within the perimeter of the school grounds.
- At the end of hiring the hirer will be responsible for ensuring the hired premises are left in a safe and secure condition.
- Any keys are the responsibility of the named person and must be kept secure at all times and reported to the school immediately in the event of going missing.

#### 6. Insurance

The school ensures the premises are insured. However it is the responsibility of the hirer to ensure that the activity is suitably insured (this being public liability insurance of no less than £5,000,000).

### **Safeguarding including Preventing Terrorism and Radicalisation**

Any safeguarding incidents that arise during the period of hire (outside of school hours) are the responsibility of the hirer. However Sir Edmund Hillary Primary School recognises the need to safeguard and promote the welfare of all children therefore the following must be applied by the hirer.

- All organisations that involve children under the age of 18 years must have a safeguarding policy in place.
- The policy must include confirmation that DBS checks and risk assessments are carried out.
- The policy must be reviewed annually.
- The policy must be available for inspection by the school.
- Any letting or gathering must not be used for political purposes not previously authorised, the dissemination of inappropriate material or other purposes which could be reportable under the statutory Prevent duties or which contravene current legislation in any way.

It is a requirement that all users of the premises have read and comply with our Child Protection Policy and the DfE Keeping Children Safe in Education in guidance. A copy of this is available from the school office.



# Nottinghamshire County Council

## Application for Use of Premises

Children and Young People's Services (Form CC.110)

### PART 1 – For completion by Hirer (At least 10 days notice must be given)

Name of School/College		FOR OFFICE USE
Day(s) and Date(s)		
Period (For regular booking)	From	To
Time(s) (inclusive)	From	To
Purpose		
Public Admittance (please tick)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Proceeds in aid of

ACCOMMODATION	FOR OFFICE USE	FACILITIES	FOR OFFICE USE
Large Hall		Extensive Stage Lighting	
Large Hall		Grand Piano*	
Dining Hall		Piano*	
Gymnasium		Light refreshment facilities	
Special Subjects Room		N.B. Special application is necessary for use of school catering facilities/kitchen	
Classroom (state number)			
Playground			
Playing Fields*			
Changing Room			
Other (please detail)		*See conditions of hiring on reverse	

TITLE	SURNAME	INITIALS	ADDRESS
Mr			
Mrs			
Miss			
Other			
I agree to observe the Children & Young People's Services conditions of hiring and to pay the assessed charges.			
Signed: _____		Date: _____	
On behalf of (Name of Organisation): _____			
N.B. Applicant will remain responsible for the payment of accounts unless the Organisation gives notification of a change.			
Name and address to whom invoice should be addressed if different from above:			

### PART 2 – For completion by Head Teacher/Principal

Facilities available and Caretaker informed.	
Signed: _____ (Head Teacher/Principal)	Signed: _____ (Caretaker)
Date: _____	Date: _____

### PART 3 – For completion by Authorising Officer

Approval is given to the above application subject to the hiring conditions. The lettings charge will be assessed according to the number and type of room used and the duration of occupation from the information given the charge is provisionally assessed at £ _____ and may vary when a final calculation has been made and may be increased during the course of the hiring in accordance with clause 1(ii) of the Conditions of Hiring. An account will be issued in due course. Cheques and remittances should be made payable to Nottinghamshire County Council.	
Signed: _____	Date: _____
	Lettings Return No. _____

NOTTINGHAMSHIRE COUNTY COUNCIL – CHILDREN AND YOUNG PEOPLE'S SERVICES  
CONDITIONS OF HIRING

1. The hirer shall pay the charge requested.  
The Governing Body reserves the right to adjust the hiring charges:-
  - (a) to cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period, and
  - (b) to cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
2. The hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
3. For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.
4. The hirer shall defray the cost of making good all damage caused to the premises or other property of the School/College and the Council which is in any way attributable to the exercise of this right.
5. The hirer shall be responsible for loss caused to the Governing Body/Council i.e. the hirer shall indemnify the Governing Body/Council and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the Governing Body/Council or their servants or agents.
6. Bookings are taken subject to the school or college premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the school or college premises being so required, the Council will refund to the Applicant all charges made by the Council and already paid by the Applicant, neither the Council nor the Governing Body shall be liable to pay any compensation for any loss incurred by the Applicant.
7. The hirer shall obtain at his own expense all the necessary licences required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto.  
**NOTE:** Enquiries should be made of the appropriate District Council in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Applicants for music, singing and dancing licences are required to give at least 28 days notice to the Licensing Authority.  
A licence is required for the public performance of gramophone records and tape recordings and a licence covering most makes can be obtained from the Phonographic Performances Limited of Evelyn House, 62 Oxford Street, London W1. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act 1956.
8. The use of the premises is restricted to finish at 10.00 p.m. unless approval to an extension to 11.00 p.m. has been obtained prior to the letting.
9. The piano must not be moved unless the written permission of the Head Teacher/Principal has been obtained beforehand. Furniture and school/college equipment must not be removed from the school/college premises.
10. The users of the school or college are forbidden to stand upon any desk and seat or upon other furniture or fittings. No notices or decorations of any kind requiring nails or screws to be driven into the school or college property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.
11. No notice, either permanent or temporary, may be affixed to school or college notice boards or displayed on the school or college premises without prior approval of the Head Teacher or Principal.
12. The provision of alcoholic drinks at functions will be left to the discretion of the Head Teacher/Principal in consultation with the Chairman of the Governors. Larger functions or cases where there may be special circumstances, e.g. where it is proposed to sell alcoholic beverages, should be referred to the Director of Education for a decision. The hirer is responsible for arranging for necessary licences.
13. No special preparation may be applied to the floors of the school or college premises for dancing purposes.
14. Stiletto heels, studded shoes and off-heel types of footwear likely to cause damage to floors of the school or college premises are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.
15. No payment should be made to the Carstaves who will receive this fee direct from the Council.
16. In the event of the premises not being used after an approved has been granted, the Applicant will be responsible for payment of the carstavers fee if written notification of cancellation is not received by the appropriate Area Education Officer or Head Teacher/Principal at least 24 hours before the approved time of letting.
17. The Governing Body/Council do not accept any liability in respect of the parking of any vehicle at the school or college premises connected in any way with the Applicant or the letting of the premises during the letting period.
18. The Governing Body/Council accept no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.
19. The Applicant may not sublet or assign the benefit of any letting of the school or college premises without the knowledge of the Head Teacher/Principal and will be held personally responsible for the observance of these conditions.

**Additional Conditions for the Hiring of Outdoor Sports Facilities**

20. The hirer shall at the expiration of the hiring remove everything brought by them on to the school/college site shall leave it in a clean and orderly condition.
21. Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
22. The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees, etc.
23. No vehicle shall be parked on or taken over the grass, sports facilities or borders.
24. The Head Groundsman is responsible for the pitches and he will decide if they are fit for play. The hirer should consult the Head Teacher/Head Groundsman if in doubt.
25. Children and Young People's Services or the Governing Body may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.
26. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.
27. In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) Children and Young People's Services or the Governing Body may determine the hire forthwith.