



**Perseverance** **Respect** **Honesty** **Friendship**

# Lettings Policy

<b>Date written</b>	<b>Authorised by</b>	<b>Review Date</b>
<b>January 2024</b>	<b>Governors</b>	<b>January 2026</b>



## **1. Purpose**

The school is willing to let its property for the following reasons:

1. To promote the sensible and just use of school property for the mutual benefit of the school, groups and individuals in the community.
2. To raise revenue which will be used to the educational advantage of the pupils.

## **2. Guidelines**

1. The school has priority over use of the property.
2. The school reserves the right to determine who may hire its premises based on the business case made through application, the duration of the let, and the associated costs and terms. These decisions will be made in accordance with the guidelines set forth in this policy, the values added to the school's pupils and the local community, and in line with the values of the school.
3. The Governors and Headteacher will agree to let any particular part of the school property.
4. The school will always seek to at least cover its costs unless it is the direct beneficiary of a fund-raising activity.
5. The school will seek to treat hirers fairly. Any competition for hire would be brought for discussion and minuted at the Resources committee. Outcomes of decisions along with rationale may be made available to unsuccessful applicants.
6. Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
7. Hirers will be responsible for the cost of repairing/replacing in the event of damage to school property.
8. Hirers will provide school with details of their safeguarding policies and procedures, and valid insurance documents to the SBM.
9. Hirers will provide school with a bespoke risk-assessment, identifying potential risks and how these will be mitigated against in-line with school's safeguarding/health and safety policies and procedures (including staff supervision ratios, risk of intruders and injuries sustained to attendees and how these are reported). School reserves the right to reject applications based on the content of the risk assessment or to require that hirers make changes to their risk assessment until school agrees that the risk has been mitigated. The responsibility for the risk assessment remains with the hirer.
10. There will be two categories of letting, a category being determined by the 'purpose' of the letting. The categories are:
  - a) Community.
  - b) Educational, i.e. to directly benefit the school.
11. A register of lettings will be kept by the school office.

## **3. Implementation**

1. The Resource Committee will annually set:
  - a) The hire charge of each category and each type of hire.
  - b) Review the category of any individual letting.
2. Individual lettings will be managed by the school in accordance with the Governors' policy.

# RESPONSIBILITIES AND INFORMATION FOR COMMUNITY GROUPS AND OUTSIDE PROVIDERS

## Induction

The School will provide an induction, which will include a tour of the School.

This document supports the induction and provides details of the arrangements in place for the building and your responsibilities. You are responsible for ensuring your staff are inducted and are made aware of the arrangements.

## Safeguarding

When services or activities taking place on school premises are provided under the direct supervision or management of school staff, school's own safeguarding policy will apply in relation to any safeguarding concerns or allegations, including informing the LADO. However, where services or activities are not under the direct supervision or management of the school, the school is required to seek assurances that the individual or organisation has appropriate safeguarding and child protection policies and procedure in place along with relevant insurance.

- appropriate pre-employment checks for all staff and volunteers, such as the appropriate level of criminal records checks (Disclosure and Barring Service (DBS) checks), including a 'children's barred list' check where relevant for the role.
- their own risk assessment based on the organisation's activities and provision of first aid supplies that relate to the risk assessment – if not provided by the school.

In the event that an allegation is made relating to an incident that occurred whilst hiring school premises the organisation should notify the school's DSL (or DDSL) within a specified time frame and the LADo and any other relevant agencies.

The above safeguarding requirements are conditions of use and occupation of the premises and failure to comply with these will lead to termination of the hire agreement.

## Accident Reporting

Hirers must have their own accident reporting procedures in place. If a member of your staff, a service user or visitor has an accident whilst on School premises these processes must be adhered to, If an accident occurs that requires hospital treatment or treatment by the emergency services then the Headteacher, SBM and/or Site Manager must also be informed as soon as possible. If cause of the accident is in connection with any equipment provided by the School or is as a result of the environment, e.g. slipped on wet floor, damaged floor etc., school will carry out an accident investigation and (where necessary) remedial action will be taken to prevent a recurrence. The details of the accident may also be passed to the Council's Health and Safety Unit for information, in line with the Council's accident reporting procedure. Any records will be kept in line with the Data Protection Act.

## Fire Safety and Evacuation Procedures

See below a copy of the fire evacuation procedure. You are responsible for:

- informing your staff, service users (including children where relevant) and visitors of the fire arrangements, and for ensuring their safe evacuation;
- (where required) for ensuring a personal emergency evacuation plan (PEEP) is drawn up for any staff or service users with a disability or special need who may require assistance to escape in the event of a fire and for ensuring this is tested in the course of fire drills. NB if the individual is already a child at the school, the school will already have one in place which can be used or adapted if necessary.

## First Aid

You are responsible for providing first aid arrangements (including sufficient trained first aiders) and first aid equipment.

### **Access to the site**

Hirers will enter the premises through the car park gate, proceed across the playground, and enter via the link door (this route will be demonstrated during the tour). Access codes for these doors will be provided to all hirers. Please note, hirers are restricted to the agreed rental areas, as the rest of the building will be secured by an alarm system. Access to classrooms or other areas is only permitted if explicitly agreed upon in the hire contract.

Note: existing staff members of Brooklands Primary School employed by external companies during the period of hire must not use their staff fobs to access any other parts of the building, including the staff room or refreshment areas. Any unauthorised entry into these secured areas will activate the alarm system.

### **Fault Reporting**

You must report any faults or defects relating to the premises or school's equipment, e.g. faulty doors, windows, toilets etc to the Site Manager.

### **Welfare Arrangements and General Housekeeping**

The School will provide you with details of the location of toilets, drinking facilities etc. You are responsible for ensuring:

- you inform your staff, service users and visitors of the welfare arrangements and of the School's No Smoking Policy;
- kitchen and food areas are cleaned and wiped down after use;
- any spillages are cleaned up immediately;
- rooms are left clean and tidy, and any furniture stored in its original location at the end of each session;
- all lights are turned off, doors and windows are closed and locked.

### **Risk Assessments**

You are responsible for ensuring risk assessments are carried out for your activities, and for providing the School with any relevant information, that may affect the activities carried out on School premises or for other users of the building.

The School will provide details of any risk assessments which may be relevant to you.

### **Equipment**

If it is agreed you can use any of the school's equipment then you must ensure that your staff receive any relevant training or instruction in its safe use.

Any devices that are in place to ensure the safety of persons, e.g. guards, should not be tampered with or removed.

**Keyholding** - If this is applicable, the School should document the arrangements the providers who are keyholders should follow, an example is given below.

As a keyholder, you will be responsible for:

- collecting and returning the key at the appointed times agreed with the School;
- opening the building and closing it, and ensuring the security alarm is activated (see separate instructions).

You must not pass the key to another person unless by agreement with the School. Keyholders and groups must keep to their regular day and times as agreed with the School. Any changes to these times must first be discussed and agreed with the School Business Manager.

## **Emergency Contact**

The School should include details of the arrangements of who outside providers should contact in an emergency, if the building is being used out of hours.

The school should also record contact details for the provider here, in case of any problems, such as boiler breakdown.

## **Other Arrangements**

The School should include details of any other relevant arrangements for the building, such as door codes, restricted areas etc.

## **LETTINGS CONDITIONS**

1. The Hirer agrees that all requirements relevant to the lettings will be complied with (including obtaining any necessary licence e.g. for the sale of intoxicating liquor) and that all personnel employed by the Hirer or involved in the activity concerned will be advised of these conditions.
2. In the event of cancellation of the booking the Hirer will be charged up to 25% of the total projected revenue up to four weeks before the event; up to 50% of the total projected revenue will be charged for cancellations within two weeks before the event and up to 100% of the total projected revenue will be charged for cancellations within one week of the event.
3. A deposit of £50 must accompany any confirmed booking at the community rate.
4. In the unlikely event that Brooklands Primary School has to cancel the booking the Hirer will be reimbursed any advance payments although Brooklands Primary School will not incur any other liability.
5. The Hirer must ensure the named and responsible person will be present on the premises at all times during the period of the letting.
6. The Hirer accepts fully responsibility for any damage to or theft of Brooklands Primary School property occurring during the period for which the premises are hired.
7. The premises may only be used for the purposes stated on the application form overleaf. Use of the premises for any other purposes other than those stated on the application form will terminate this agreement.
8. Any additional cleaning undertaken by Brooklands Primary School staff which in the opinion of the officers of the school, occurs as a result of the hiring outside the scope of the agreed hire charge will be charged to the Hirer at the appropriate rate.
9. Brooklands Primary School accepts no liability for the loss of personal property brought onto or left in the premises during the letting.
10. Brooklands Primary School accepts no liability for the loss or damage to motor vehicles left in the school car park or on the public street during this let.
11. Brooklands Primary School is a non-smoking environment (including vaping). The Hirer and those using the school premises under the same letting agreement must respect this policy. If any damage is caused due to smoking the Hirer will be liable for the cost of any rectification.

12. Brooklands Primary School is responsible for ensuring that the means of access or egress are safe for the use of the Hirers and that plant or equipment used by the Hirers is safe. It follows, therefore, from this that if the Hirer discovers a hazard in regard to access to school premises or the equipment to be used he/she should take action to make the Site Manager on duty aware of the hazard.
13. The Hirer must comply with the Health and Safety at Work Act 1974 and any issues related to any regulations thereunder or statutory instruments, and in particular prior to utilising the premises, the Hirer shall inspect the premises, its fitments and equipment and satisfy themselves that any legislative requirements are met.
14. In performing the Agreement the Hirer shall comply with the provisions of the Race Relations Act 1976 (as amended).
15. The Hirer agrees that no equipment will be used without approval and that the installation of the Hirers equipment will be carried out by competent personnel. Electrical equipment must carry a current PAT test label.
16. The Hirer accepts that he/she should familiarise himself/herself with the position of escape routes, fire alarms and fire-fighting equipment. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated. The Site Manager will advise if required to do so.
17. Unless it is expressly stated that the Contracts (Rights of Third Parties) Act 1999 is to apply, nothing in this Agreement will create rights in favour of anyone other than the parties to the Agreement.
18. The Hirer further agrees to indemnify Brooklands Primary School against all claims, actions and liabilities arising from the use of the premises by the Hirer apart from claims and actions arising through the negligence of the School, its servants or agents.
19. There is a minimum of a two hour let in any one day.
20. The hirer should be aware that 15 minutes before and after each activity should be included in the let to allow the premises to be opened and prepared and cleared, cleaned and closed.
21. The school reserves the right to cancel any lettings arrangement without prior notice & without assigning any reason. In such circumstances, school will not accept any liability for loss as a result of such cancellation.
22. The Brooklands Primary School reserves the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by an authorised employee or agent of the school.
23. Prices will be reviewed annually from 01/02/2022.

## **INSURANCE ARRANGEMENTS**

1. There is cover under the Brooklands Primary School Public Liability Insurance insofar as injuries arising from a defect of the school premises or of the contents of the building are concerned. There is however no cover against any injury arising from any action or negligence of the Hirers. Hirers should note therefore that they must accept responsibility for suitable supervision and for taking out adequate insurance cover.
2. It is possible for a Hirer to take out a public liability policy with most insurance companies, either for a short period of a few days or, as is most usual an annual policy. The minimum limit of indemnity for this type of policy should not be less than £5,000,000. A copy of the certificate will need to be seen by the School Business Manager.

3. Brooklands Primary School would consider it desirable that any organisation operating regularly in its premises should have a continuing public liability policy to cover the possibility of claims arising out of all aspects of its activities.
4. Hirers should ensure that their public liability policy includes damage to premises under their control. It is not essential to take out a separate fire policy as any liability which could be proved against the Hirer when there is a fire would come under this policy.
5. At present Brooklands Primary School insures through Trafford Borough Council.

**CONTACT THE SITE MANAGER**

The site manager on duty during the period of your letting can be contacted on 0161 973 3758.

PAYMENT – Hirers will be invoiced for the balance immediately after the event with the exception of long term hirers (ten weeks or more) who will be charged half-termly. All settlements are required within ten days. Please make cheques payable to Brooklands Primary School. Any queries regarding the invoice must be referred to the school office within five working days of receipt.

**Date agreed.....**

School will agree a lettings charge based on a number of factors including number of attendees, space required, length of booking (i.e. number of hours/days/regular/repeat bookings) and any wider voluntary contributions to the school community. Rough costing are outlined below:

### COMMUNITY EVENTS

Hall	£35 per hr*
Playground	£25 per hr*
Field (out of use Nov-March)	£25 per hr*
Combined use of the above inclusive of equipment (see below)	£200 per day (minimum 6 hours)*
Additional classrooms/areas (including audio/visual facilities)	£20 per hr
Admin charge (email circulation/advertising to families on school database and photocopying) – school is not responsible for handling bookings or payment and must be done by the hirer	£20 per booking

\*inclusive of set up/clearance times

### AFTER SCHOOL CLUBS

Monday – Friday 8:00am – 8:45am 3:30pm – 6:00pm	10% of let	Lettings undertaken within school term time opening hours (i.e. 8:00am to 6:00pm) will be charged at 10% of the income for the letting.
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### THE HIRE OF SCHOOL EQUIPMENT

School charges for the use of equipment to cover wear and tear, and subsequent replacement. A £100 refundable deposit is payable when booking school equipment. Breakages and damage will be charged. Only the following equipment can be hired:

Description of Equipment	£ per day or part thereof
PE resources (including nets, bats, balls, cones, bibs, etc)	£20
Stage lighting and audio/visual facilities in hall (by prior arrangement to be agreed in advance of booking)	£30
Piano	£20

- Charges above are inclusive of VAT



Name of organisation .....  
Company Manager .....  
Address .....  
Number/type of rooms .....  
Expected number of attendees .....  
Dates(s) .....  
Time .....  
State purpose and activities .....

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.....

Additional equipment (e.g. School piano/radio/PA system/ stage lighting). Please specify:  
.....  
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Upon the Terms and Conditions of the 'Regulations' and the 'Scale of Charges' in force for the time being.

**I HEREBY AGREE to hire and use the said Room(s)/Facilities/Equipment in accordance with the School's Regulations and Charges at a rate of.....**

I have read, understand and will observe and fulfil all the conditions referred to overleaf and I fully understand the position concerning insurance.

**Signature..... Date.....**

**This form should be returned to:**

**Mrs J. Miskelly  
Brooklands Primary School  
Sale  
M33 3SY**

**A deposit of £50 for community rate hire must accompany any confirmed booking.**