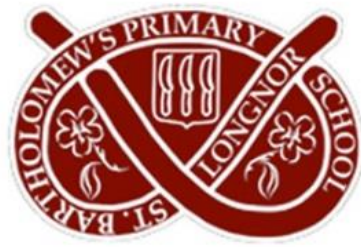


# Lettings Policy

## St Bartholomew's CE Primary School



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**Prepared by:** EP & KM

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**Approved by:** FGB

<b>Policy Updates</b>	
<b>Version Number</b>	<b>Changes</b>
1.0	New Policy

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## **St Bartholomew's Vision**

To be a loving and nurturing Christian school community, providing the rich soil that enables our children to develop deep roots, grow and flourish, to be the best they can be.



### **Our Motto**

*Nurture, Grow, Flourish*

Keep your roots deep in Jesus and have your lives built on Him.

Be strong in the faith, just as you were taught.

Always be thankful. Col 2:7

### **Our Values**

- Courage
- Creativity
- Joy
- Kindness
- Respect

## Statement of Intent

St Bartholomew's Primary School recognise that its premises are valuable to the local community and as such, we are pleased to let the premises out to local organisations.

Though we let the premises out, the school is aware that this can pose certain concerns, such as in terms of safeguarding. This policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

## Aims

At St Bartholomew's Primary School 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,
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

## Definitions

For the purpose of this policy, a "letting" is defined as any use of the premises by either a community group or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

## Safeguarding

The school 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. St Bartholomew's Safeguarding Policy can be found [HERE](#).

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. Hirers will be expected to adhere to the DfE's '[After-school clubs, community activities and tuition: safeguarding guidance for providers](#)'.

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.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Miss Emma Priestman (St Bartholomew's Primary Designated Safeguarding Lead) as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

## Health and Safety

An information pack will be shared with hirers which contains details of the school's fire evacuation plan, known asbestos-containing materials, emergency contacts and location of first aid supplies. It is the hirer's responsibility to ensure that a trained aider is on site during the period of hire.

The school's car park is available to hirers during their time on the premises; however, the governing board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Any equipment or belongings used in the course of the hire must not block emergency exits.

## Equipment

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards (eg PAT testing for electrical equipment).

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst on the premises.

Permission needs to be sought from the Headteacher where equipment is stored on the premises and equipment must be stored away after each session in an agreed location.

Furniture and fittings will not be removed or interfered with in any way.

## Areas available for hire\*

St Bartholomew's offers the hire of the following areas of the premises:

- Hall
- Sports field
- General site (for example as a "base camp" for larger events)

*\*Please note that classrooms are not accessible for any lettings, with the exception of our Nursery which will be made available for voting events dictated by local or national government.*

Normally, letting of the premises is only available during term time, this is to ensure that the site is available for any required maintenance work.

## Rates of Hire

The following table details the **per hour** charging rates for the 2024/25 financial year (1<sup>st</sup> April 2024 to March 31<sup>st</sup> 2025), except for general site hire which is charged per day. Charges are reviewed and agreed on an annual basis by the Governing Board of St Bartholomew's Primary School.

Area	Community Charge	Commercial Charge
Hall	£15 per hour	£20 per hour
Staff Room (where hiring hall)	£5 per hour	£5 per hour
Sports field	£10 per hour	£15 per hour
General site	To be agreed dependent on event	£200 per day

Hirers will tidy the premises prior to leaving and will ensure that the premises are left as they were found.

Charges may be applied for any mess, spillages, waste or rubbish left by the hirer.

## **Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of five 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 5 days. If less notice than this is given, the licensee shall not be entitled to a refund.

During the Christmas period, the hall will not be available for external lettings due to school Christmas activities.

## **Application Process**

Those wishing to hire the premises should fill out the hire request form (appendix 1) and read and agree to the terms and conditions of hire (appendix 2).

The hire request form should be completed in full, signed and returned to the Office Manager. Approval of the request will be determined by the Headteacher.

Where requests are approved, the Office Manager will liaise with the hirer to confirm details and payment information.

Invoices will be raised in advance of the letting and payment should be made prior to the start of the letting period; payment should be made using the details on the invoice.

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 its 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.

## **Monitoring and Review**

This policy will be reviewed **annually** by the Governing Board and the Headteacher. Any changes to the policy will be communicated to relevant staff members and hirers.

## 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](#). If you have any questions, please contact our Office Manager – Keelie Mellor on [office@st-bartholomews.staffs.sch.uk](mailto:office@st-bartholomews.staffs.sch.uk)

Contact Details	
Name of individual completing form:	
Organisation:	
Address (incl. post code):	
Contact Number:	
Email Address:	

### Area of Hire (please tick)

Hall:  Field:  Site:

If you are hiring the hall and require access to the staff room\* please tick:

\*additional charges apply

**Purpose** of Letting /Activity:

Number of expected participants in the activity:

The premises can be booked in blocks for recurring activities up to a maximum of **10** recurring visits.

Is this a recurring weekly letting? Yes  No

If you have answered "yes" above, what day of the week would you like the letting to take place?

How many weeks would you like the booking to last? (Max. of 10)

Start date of letting:		End date of letting: (If not recurring weekly)	
Time From:		Time To:	

Will there be children on site who are not supervised by their parent/carer? Yes  No

Please sign below to confirm that you have read and agree to the St Bartholomew's Lettings Policy for the 2024/25 financial year, including the terms and conditions and any documentation or legislation referenced within the policy.

PRINT Name: \_\_\_\_\_  
 Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## Appendix 2 - 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. 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.
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 5 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. 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
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. Any cancellations by the school made with at least 5 days notice will be refunded.
14. Any cancellations by the hirer received with less than 5 days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will leave the premises in clean condition, as it was found. A cleaning charge may be imposed on top of the hiring rates, where the site is not left in the condition that it was hired in.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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.