



## Lettings Policy.

This policy is for Barleyhurst Park School and Barleyhurst Park Nursery.

Agreed by Governors: 21.03.2024

To be reviewed: Spring 2025

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### 1 Introduction

This document sets out the school's policy on the hire of school premises.

The Governing Board:

- Actively encourages community use of the school buildings and premises. However, it reserves the right to refuse any lettings;
- Will ensure that the school budget does not subsidise non-school activities and that all costs are recovered;
- Will review charges annually;
- Delegates the decision of whether to accept a booking and to finalise terms and costs to the Headteacher.

### 2. Aims and Scope

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).



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## 3. Areas available for hire

3.1 The school will permit the hire of the following areas:

- Sports hall;
- Library;
- Classrooms;
- MUGA;
- Playing fields.

## 4. Charging rates

Lettings charges comprise of an hourly hire charge plus a caretaker charge. The Headteacher has discretion to negotiate discounts for regular and/or long-term lettings. The Headteacher also has discretion to negotiate discounts for the hire of more than one room or facility.

### Hourly Hire charges

Hourly hire charges are based on three categories of letting. These categories are for general guidance. The governors may, at their discretion, add further users within the appropriate categories.

#### Category A - no charge

Hire of the school premises is free for all school events including:

- Parent consultations, School performances, School clubs;
- Governor meetings, training and events.

#### Category B - reduced rate

- Hire of the school premises may be at a reduced rate when the hirer is non-profit making or when the Headteacher agrees that the hire will result in a substantial benefit to the school pupils and/or community.

#### Category C - standard rate

- Hire of the school premises will be at standard rate when the hirer is looking to make a profit from the hire and the Headteacher does not feel that the hire is of sufficient benefit to the school pupils and/or community to justify the reduced rate.

### Hourly Rate Charges (not including caretaker charge)

Per area of the school's facilities:

Standard Rate £20 per hour.

If the hirer does not have a suitable Public Liability Insurance an additional 10% will be added to the hire charge.

### Caretaker charges

Caretaker charges will apply outside the school's core working hours. Following an enquiry regarding a hire of the premises the Headteacher will determine which rate of caretaker charges will apply.

**Class 1 lettings:** Caretaker unlocks and locks the premises. The first hour is £20 and over an hour an additional £25 regardless of the length of hire.

**Class 2 lettings:** No key holder required to lock or unlock. No charge.

### Cancellation

We reserve the right to cancel and agreed hiring with a minimum of 14 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 14 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.



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## Review

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

## 5. 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.

No person under the age of 18 years will be accepted as a Hirer.

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 the Finance Administrator in consultation with the Headteacher.

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.

Applications for hire of the premises will be treated equally, regardless of race, colour, nationality, sex, religion, marital status or disability. 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.

## 6. 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.

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

"Period of Hire" means the time period for which the Premises are hired.

"Premise" shall mean the area of hire identified in the Hiring Agreement and any additional areas that the Hirer is permitted to use by virtue of the Conditions of Hire.

"Governing Board" shall mean the Governing Board of Barleyhurst Park Primary School and includes any person duly authorised by the Governing Board.

"School" means Barleyhurst Park Primary acting by the authority of its Governing Board and any person duly authorized by the Governing Board.

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.

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.

The hirer shall not sub-licence any of the premises under the licence.

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.

Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

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 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.

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.



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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.

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.

Any cancellations by the school made with at least 14 days, in line with what you've put in section 3, notice will be refunded.

Any cancellations by the hirer received with less than 14 days, in line with what you've put in section 3, notice will not be refunded.

The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.

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.

The hirer will clean their own equipment brought onto the premises, and clean the premises after use. Cleaning responsibility will rest with the hirer.

The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

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.

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

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.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.

The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

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.

This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

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.

## 7. 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.

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.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher 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 either the local safeguarding hub or our local authority designated officer (LADO) whichever is most applicable.

During the Period of Hire the Hirer is to be responsible for the efficient supervision of the Premises including:

The effective control of children.

The behaviour of all persons using the Premises.

The orderly and safe admission and departure of persons to and from the Premises.

The safety of the Premises and the contents of the Premises.

The Hirer shall use sufficient stewards or assistants to maintain good order during the hiring and expel any person acting in a disorderly manner, or disobeying School or Hirer instructions. In default, the School acting through any authorised officer may expel such persons.

The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises and that no person shall trespass on parts of any School property not included in the hiring.

## 8. Safety Requirements

During the Period of Hire, the Hirer shall ensure that:

They are fully familiar with the safety precautions of the School and safety precautions to be observed in the Premises. A copy of the School's emergency procedures for the Premises will be sent to the Hirer with the Hiring Agreement. The Hirer is expected to be familiar with this document and shall take all reasonable steps to ensure that all persons using the Premises by virtue of the Hiring Agreement are also familiar with key aspects of this document e.g. meeting point following an evacuation. In the event that the emergency procedures are not sent to the Hirer with the Hiring Agreement, it is the responsibility of the Hirer to ensure that they contact the School Representative immediately in order to make arrangements to receive the document.

All necessary precautions for the safety of those persons attending the Premises during the Period of Hire are taken by the Hirer, which shall include ensuring that all persons in charge are familiar with fire-fighting equipment available.

Fire-fighting apparatus at the Premises is kept in its proper place and only used for its intended purposes.

The Fire Brigade is called by the Hirer to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Representative.

No obstructions are placed in gangways or exits, or in front of emergency exits, and such exits must be available for free access and egress at all times.

The emergency lighting supply is turned on throughout the Period of Hire and illuminates all exit signs and routes. For safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the School Representative. Any agreed must not be of a combustible nature.

No highly flammable substances are brought onto or used in any part of the Premises.

No smoke machines are used, whether as part of a disco or band or otherwise.

No unauthorised heating appliances are used on the Premises.

### Lighting and Electrical Safety

During the Period of Hire, the Hirer shall ensure that:

No lighting, heating, power or other electrical fittings or appliances in the Premises are altered, moved or in any way interfered with.

No additional lights or extensions from the existing electric light fittings are used without the previous consent of the School Representative.

Electrical appliances brought onto the premises have been tested for electrical safety. (Portable Appliance Test Certificates may be required for inspection by the School).

### First Aid

The Hirer shall ensure that a person with appropriate first aid skills is present at the Premises during the Period of Hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the Period of Hire.

### Intoxicating Liquor:

During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises or the School without the express permission in writing of the Governing Board.



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No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell alcoholic liquor without the prior express permission in writing of the Governing Board.

## **Exhibition of Hypnotism:**

The Hirer shall ensure that no person shall give at the Premises any exhibition, demonstration, or performance of hypnotism, mesmerism or any similar act.

## **Smoking:**

The Hirer is informed that smoking is not permitted **anywhere** within the confines of the Premises which include the school grounds and shall ensure that patrons comply with this requirement.

## **9. Monitoring Arrangements**

We will review and update this policy annually or when the guidance on which it is based changes.

Any updates to this policy will be shared and agreed with the Governing Board.



## 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 Finance Administrator ([finance@barleyhurstpark.com](mailto:finance@barleyhurstpark.com))

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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

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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 [finance@barleyhurstpark.com](mailto:finance@barleyhurstpark.com) or to the school office at [office@barleyhurstpark.com](mailto:office@barleyhurstpark.com). 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.





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## 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 available 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, and where relevant, explain that this includes an additional cleaning fee]. 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 attached the following documents:

- 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 finance administrator on 01908378291 or [finance@barleyhurstpark.com](mailto:finance@barleyhurstpark.com) with any questions about hiring the premises.

Kind regards,

[staff member]

Finance Administrator