

Lettings Policy

The Crescent Primary School



Approved by:	Governing Body- Resources	Date: 22/01/2024
Last reviewed on:	22/01/2024	Responsibility: Governors-resources
Next review due by:	23/01/ 2026	

LETTINGS POLICY

1. 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)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Dance Studio
- Classrooms
- All weather football pitch

Add any other areas applicable to the school premises.

2.2 Charging rates

The rates for hiring each area are as follows:

Classrooms	£20.00 per hour
Practical Areas	£20.00 per hour
Main Hall	£25.00 per hour
Dance Studio	£25.00 per hour
Playing Field	£30.00 per hour
Holiday Use	Charges upon application

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. 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. If a member of staff or governor requests to hire the premises a charge may not be applied for a one-off booking, however a regular booking would be charged in line with the policy.

3.2 Cancellations

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 5 days. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

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

4. Application process

Those wishing to hire the premises should book through [The Crescent Primary School venue for hire in Eastleigh - SchoolHire](#), which you can find in appendix 1 of this policy (at the end of your booking), and read the terms and conditions of hire set out in section 5.

If the request is approved and prior to your hire, we will arrange a time for our Lettings Supervisor to provide 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 and where applicable satisfactory DBS information.

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.

5. 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 license 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. No Smoking or Vaping on the premises

10. No alcohol to be consumed on the premises
11. No dogs to be brought onto the school site except guide dogs
12. 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.
13. 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.
14. 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
15. 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.
16. Any cancellations by the school made with at least 5 days' notice will be refunded. Any cancellations by the hirer received with less than 5 days' notice will not be refunded.
17. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
18. 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.
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
20. 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.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. 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.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. 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.
28. When allowing children to exit the school premises at the end of all clubs, Club Leaders must ensure that they escort the children to the exit gate and hand them over to the appropriate parent/carer.

6. 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 our local authority designated officer (LADO).

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Appendix 1: Hire request form

The form below is answered through the school hire system.

<p>Please confirm the intended purpose of your letting.</p> <ul style="list-style-type: none"><input type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options<input type="checkbox"/> Allow users to select answer from Yes/No options<input type="checkbox"/> Allow users to upload documents<input checked="" type="checkbox"/> Allow users to leave additional comments<input type="checkbox"/> Allow users to select from dropdown list	Venue question
<p>Please confirm the number of people attending.</p> <ul style="list-style-type: none"><input type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options<input type="checkbox"/> Allow users to select answer from Yes/No options<input type="checkbox"/> Allow users to upload documents<input checked="" type="checkbox"/> Allow users to leave additional comments<input type="checkbox"/> Allow users to select from dropdown list	Venue question
<p>If you are a club/company have you got public liability insurance covering a minimum of £10,000,000? Please upload evidence.</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options<input type="checkbox"/> Allow users to select answer from Yes/No options<input checked="" type="checkbox"/> Allow users to upload documents<input checked="" type="checkbox"/> Allow users to leave additional comments<input type="checkbox"/> Allow users to select from dropdown list	Venue question
<p>If you run a club involving children have you got an advanced DBS?</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options<input type="checkbox"/> Allow users to select answer from Yes/No options<input checked="" type="checkbox"/> Allow users to upload documents<input checked="" type="checkbox"/> Allow users to leave additional comments<input type="checkbox"/> Allow users to select from dropdown list	Venue question

<p>If you are a club have you got proof of qualifications to deliver your activity?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options <input type="checkbox"/> Allow users to select answer from Yes/No options <input checked="" type="checkbox"/> Allow users to upload documents <input checked="" type="checkbox"/> Allow users to leave additional comments <input type="checkbox"/> Allow users to select from dropdown list 	Venue question
<p>If you are a club, please confirm you have a first aider on site.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options <input type="checkbox"/> Allow users to select answer from Yes/No options <input checked="" type="checkbox"/> Allow users to upload documents <input checked="" type="checkbox"/> Allow users to leave additional comments <input type="checkbox"/> Allow users to select from dropdown list 	Venue question
<p>Please confirm that you understand the school hold no responsibility for accident or injury.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options <input checked="" type="checkbox"/> Allow users to select answer from Yes/No options <input type="checkbox"/> Allow users to upload documents <input type="checkbox"/> Allow users to leave additional comments <input type="checkbox"/> Allow users to select from dropdown list 	Venue question
<p>If you believe you are eligible to claim VAT exemption on your series of lets, please select yes and provide qualifying documentation (a copy of the organisation's constitution or articles/memorandum of association) with your booking request. This will result in the VAT being removed prior to the booking being accepted. By answering yes and providing the qualifying documentation, as described in the VAT Exemption Criteria document below, you are undertaking that the organisation you represent complies with the eligibility criteria for VAT exemption, as described by HMRC.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Allow users to select answer from Yes/No/Not applicable options <input checked="" type="checkbox"/> Allow users to select answer from Yes/No options <input checked="" type="checkbox"/> Allow users to upload documents <input type="checkbox"/> Allow users to leave additional comments <input type="checkbox"/> Allow users to select from dropdown list 	Venue question

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