

**Lettings Policy** 

Last reviewed: January 2024 Next review date: January 2026

# **Hotwells Primary School**

## **Lettings Policy**

## **Procedures**

- 1. All lettings must be approved by the Headteacher and SLT (Senior Leadership Team).
- 2. All prospective hirers must complete a lettings form. Failure to do so may result in the letting not being approved.
- 3. The hirer must personally sign the lettings form and may not assign or sub-let the premises.
- A lettings form must be received before the commencement of the date of use.
  - All charges must be paid by the due date. For casual lettings, this is 7 days before the date of use. For regular lettings, payment arrangements will be agreed before the beginning of the lettings.
  - The Governing Body will not refund any charge on cancellation of a booking by the hirer.
  - Applications and charges for regular lettings will be reviewed annually from 1<sup>st</sup> April.
- 5. The SLT reserves the right to cancel any letting any time. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct.
- 6. The SLT reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings to protect its property or employees, e.g. a Criminal Record Bureau Check.
- 7. A No Smoking policy, including no e-cigarettes, applies at all times to all areas of the school including playgrounds.
- 8. No letting shall be considered approved or any change confirmed until done so in writing by the Headteacher or another member of SLT.
- 9. Premises or grounds covered by these conditions must not be used without a current lettings approval. Any person who knowingly uses premises or grounds without authorisation will be charged at the appropriate rate and refused permission to use any facilities in future.

- **10.** The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting.
- **11.** Where the hirer is unknown to the school, two references are required.
- 12. A risk assessment of the hired space must be undertaken by the hirer and provided to the school for their consideration.

## **Equipment and Accommodation**

- 13. The hirer must pay the school the cost of making good any damage to property that may ensue. The hirer must clear away any rubbish and leave the premises in the condition in which they were found, particularly kitchen and toilet facilities.
- 14. Any desks, furniture or equipment in the rooms hired must not be interfered with without the prior approval of SLT. Standing on seats, furniture, window sills etc. is not permitted. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.
- 15. Chalk, resin or polishing materials may not be used on floors.
- 16. The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the SLT.
- 17. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the SLT. The hirer is responsible for their proper use if approved.
- 18. The school does not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.
- 19. Chairs installed in the premises may be used by special arrangement. The school does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

#### Grounds

20. The SLT will consider applications to use the playground or field and charge accordingly.

## Legal Requirements

- 21. The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the SLT.
- 22. The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment provided for the children, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more children being admitted to the building than can be safely accommodated there and to control the movement of the children while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- 23. The hirer will to the best of their endeavours ensure that the requirements of the Equalities Legislation (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting.
- 24. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

#### Insurance

- 25. Insurance effected by the Single Academy Trust does not extend to a hirer's liabilities. Therefore, it is the responsibility of the hirer to obtain public liability insurance cover of £5 million.
- 26. Evidence of the insurance must be shown to the School before the letting commences. A copy will be retained on file with regards to expiry dates of hirers insurance. It is the responsibility of the hirer to provide a current copy of the insurance year on year to the School.
- 27. The City Council can obtain insurance on behalf of the hirer at a cost of £2.00 per day– this applies to non-profit making organisations e.g. Sunday School Groups.

## **Conditions of Premises**

28. While the school gives no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state.

## **Compliance with Conditions**

27. Failure by the hirer to comply with any of the above conditions, whether intentionally or not may be deemed by the SLT to be just cause for the immediate cancellation of any letting or series of lettings.

Reviewed and accepted: January 2024

Next review: January 2026

Headteacher signed: Katour Jones

Date: January 2024