

# Days Lane Primary School



## Lettings Policy and Conditions of Hire

|                    |                                 |
|--------------------|---------------------------------|
| <b>Approved by</b> | Finance, Audit & Risk Committee |
| <b>Date</b>        | July 2024                       |
| <b>Next Review</b> | July 2025                       |

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## **1. Aims and scope**

Days Lane Primary School aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- 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 trust's, and the school's, primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments

## **2. Areas available for hire**

### **2.1 Available areas**

We will permit the hire of the following areas:

- Main Hall
- Classrooms
- School Field
- Playground
- Sports Hall

### **2.2 Capacity and charging rates**

The capacity and rates for hiring each area are as follows:

| AREA                       | CAPACITY               | COST                                   |
|----------------------------|------------------------|--|
| Main Hall                  | Maximum of 30 children | £30 per hour<br>£180 Per Day (6+hours) |
| Sports Hall                | Maximum of 30 children | £30 per hour<br>£180 Per Day (6+hours) |
| Classrooms inc Little Wing | Maximum of 30 children | £20 per hour<br>£100 Per Day (6+hours) |
| School Field               | Maximum of 40 children | £30 per hour<br>£180 Per Day (6+hours) |
| Playground                 | Maximum of 30 children | £25 per hour<br>£150 Per Day (6+hours) |

### **3. Charging rates and principles**

#### **3.1 Rates**

The rates for hiring out different areas are listed in the table in the section above. The school 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 or trust.

We may decide to impose an additional cleaning fee on top of the hiring rates.

#### **3.2 Cancellations**

The school reserves the right to cancel any agreed hiring with a minimum of 14 days' notice.

A full refund will be issued if the school does cancel a hire. Neither the school nor the trust shall 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

#### **3.3 Review**

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

### **4. Application process**

Those wishing to hire the premises should complete the request form and read the the terms and conditions of hire, set out in section 5. A hire request form is included in appendix 1.

The hirer should fill out and sign the hire request form and submit it to the school office FAO the School Business Manager, who will determine the approval of the request.

If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school 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. A model approval letter is included in appendix 2.

The school reserves the right to decline any applications in its 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 trust, and shall not be entitled to set off any amount owing to the trust against any liability, whether past or future, of the trust 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 trust 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 trust will result in the immediate termination of the licence.
7. The trust 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 trust, shall provide a copy of the relevant insurance certificate to the trust no less than 10 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 trust in relation to the premises.
11. The hirer shall indemnify and keep indemnified the trust from and against:
  - a. Any damage to the premises or trust equipment;
  - b. Any claim by any third party against the trust; 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 trust 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 trust by the hirer under the licence.
13. Any cancellations by the hirer received with less than 14 days notice will not be refunded.
14. Any cancellations by the school made with at least 14 days notice will 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 clean all equipment and the premises which they have used.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the trust.

19. If the hirer breaches any of the terms and conditions, the trust reserves the right to terminate the licence and retain any fees already paid to the trust, without affecting any other right or remedy available to the trust 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 licenses 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 they are running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the trust 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 trust 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 license.
27. The trust uses a 'two strike rule' when handling complaints lodged against hirers; however, the trust reserves the right to take more severe action depending on the nature of the complaint.
  - Strike one – hirers will receive a verbal warning and a letter explaining that the trust takes a zero-tolerance approach to inappropriate behaviour. This letter will outline that any fines for the behaviour that the trust issues may be passed on to the hirer if there is sufficient evidence to do so.
  - Strike two – the hirer will be barred from booking the trust premises for any activity for a period of two months. The trust also expects the hirer to issue an apology to the trust and complainant in writing.

## **6. Safeguarding**

Days Lane Primary School is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the trust's 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), the school 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 School Business Manager, as soon as reasonably practicable.

The hirer understands that if the school or trust receives an allegation relating to an incident where an individual or organisation is using the school premises for running an activity for children, the school will follow its usual safeguarding procedures and inform the 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 board of trustees

**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 the school business manager via [finance@dayslaneprimary.co.uk](mailto:finance@dayslaneprimary.co.uk)

|  |   |
|--|---|
| <b>Name of applicant/organisation and company number (where applicable)</b>  |   |
| <b>Applicant contact details</b>   | Address:<br><br>Phone no:<br>Email address: |
| <b>Preferred method of contact</b>   |   |
| <b>Purpose/activity of organisation</b>  |   |
| <b>Part of the premises requesting to be hired</b>   |   |
| <b>Date and time of first hire</b>   |   |
| <b>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</b>                                 |   |
| <b>Number of expected participants in the activity</b>   |   |
| <b>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)</b> |   |
| <b>Additional equipment you will be providing yourself</b>   |   |
| <b>Confirmation and details of the safeguarding and child protection</b>   |   |



|                                       |  |
|---------------------------------------|--|
| <b>arrangements you have in place</b> |  |
|---------------------------------------|--|

By signing below, I agree to the terms and conditions set out in the premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [finance@dayslaneprimary.co.uk](mailto:finance@dayslaneprimary.co.uk) or to the school office 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.

## ***Appendix 2: Confirmation of license 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 license 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 [FEE]. An invoice will be sent and is payable via BACS no later than 14 days after it has been issued.

We'll also require you to submit to us:

- Proof of your public liability insurance
- Safeguarding and Child Protection Policy for the Hirer
- First Aid certificate for named first aider
- Copies of DBS for all individuals
- Evidence of safeguarding training for all individuals
- Food Hygiene certificates where applicable
- Any relevant qualifications
- Hirer's Risk Assessment

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- The schools safeguarding and child protection policy

Please make sure you're familiar with these before the date of hire.

You can contact the School, Business Manager at [finance@dayslaneprimary.co.uk](mailto:finance@dayslaneprimary.co.uk) with any questions about hiring the premises.

Kind regards,

School Business Manager