



Lettings Policy

Reviewed November 2022

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Policy Approved By:	Bramingham Primary School Governing Body		
Policy Signed off by (Print Name)		Signature:	
Date:	14.11.22		
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	Any updates to this policy will be shared with the full governing board.		

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1. Aims and scope

This version of our policy applies while COVID-19 remains a risk.

The governors recognise that the school premises constitute a valuable asset at the heart of the community both within and outside school hours. The governors positively encourage the utilisation of the school building and land in a manner which is consistent with the aims and purposes of the school. Allowing the school premises to be used outside school hours is not without its costs; this policy is designed to ensure that the school is covered financially when doing so.

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 at no time using the school's delegated budget to subsidise lettings
- 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, within current legislation and following government guidelines

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Main Hall

- Orchard Hall
- Playing fields (an additional charge will apply for access to toilet facilities)
- Playground
- Huts

The type of activities allowed in these areas will depend on latest national and local government guidance on COVID-19, including on protective measures and social distancing.

2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19, including protective measures and social distancing for the activity that is taking place.

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

AREA	CAPACITY Without Covid Restrictions	COST Monday to Friday Between the hours of 8am and 6pm	COST Monday to Friday After the hours of 6pm Weekends and Bank Holidays
Main Hall	Without stage: Standing Only 240 Closely seated audience 160 With tables and chairs 120	£30ph	£35ph
Orchard Hall	50	£25ph	£30ph
Playing Field (an additional charge is payable for toilet facilities, by arrangement)	Large gatherings (over 100) to be discussed in advance of booking	£30ph	£35 – Bank Holidays
Playground	Large gatherings (over 100) to be discussed in advance of booking	£30ph	£35 – Bank Holidays
Hut	32	£25ph	£30ph
Cleaning Charges	Hirers may choose to clean the premises (see terms and conditions of hire point 17.)	By special arrangement	By special arrangement

3. Charging rates and principles

3.1 Rates

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

Staff and Parents when hiring school facilities may receive a reduction in charges equal to 20% of the hire charge for the space provided (minimum booking of 3 hours)

Organisations using the premises for regular lettings will receive a reduction in charges equal to 25%. Where a number of rooms are required a special booking rate will apply (on request)

We may decide to impose an additional cleaning fee of £30ph (minimum £30) on top of the hiring rates.

The Friends of Bramingham Primary School PTA, when providing entertainment exclusively for children, eg. discos will not be charged.

The Friends of Bramingham Primary School PTA may use the premises for committee meetings free of charge when the building is in use for other purposes, providing there is no clash of interest.

All income from lettings will be paid into the school budget via the Luton Council Nat West Bank Account

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 20 day's notice in writing.

Covid-19 related exceptions apply (for example a booking may be cancelled due to a local lockdown or suspected/confirmed case on the premises). We will endeavour to give 24 hours' notice by telephone, wherever possible.

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 10 day's notice.

Covid-19 related exceptions to this (for example if the hirer cancels a booking due to a local lockdown or if there's a suspected/confirmed case among the hiring group). The hirer must endeavour to give 24 hours notice by telephone, where ever possible. in order to still be entitled to a refund.

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 ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

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 School Business Manager.

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. (For one off hires, for example children's parties, the school's insurer will provide Public Liability cover.)

For a one-off hire a refundable deposit of £100 must be paid, together with full payment of the hire charge 5 days prior to commencement of the hire date.

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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

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 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. The hirer shall not permit smoking within the school boundary.
7. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. 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. [This includes implementing COVID-19 protective measures in line with the latest government guidance]
10. 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 2 days before the start date of the licence. (See 4. Application Process for small one off hire)
11. 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.
12. 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
13. 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.
 14. Any cancellations by the school made with at least 20 days notice or in the case of cancellations relating to COVID-19 24 hours notice by telephone, wherever possible, will be refunded.
 15. Any cancellations by the hirer received with less than 10 day's notice, or in the case of cancellations relating to COVID-19 with less than 24 hours notice, wherever possible, will not be refunded.
 16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
 17. 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.
 18. The hirer will clean their own equipment brought into the premises, and leave the premises in the condition and state of cleanliness it was found, after use. Prior arrangement, and payment in advance, is required if a cleaning service is to be provided. All rubbish must be removed and placed in appropriate waste bins outside the building.
 19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the 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 they are running. This includes a risk assessment for COVID-19.
 24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
 25. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

26. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.
27. 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.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
29. 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.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

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.

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, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full 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 Hilary Wilson, School Business Manager (hwilson@bramingham.net).

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	

<p>Please note: these numbers must adhere to latest government guidance on social distancing</p>	
<p>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)</p>	
<p>Additional equipment you will be providing yourself</p>	

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 office@bramingham.net or to the school office at Freeman Avenue, Luton, LU3 4BL. 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 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 free on the date(s) and time(s) of your request and we would 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 request full payment of the fee by (insert date). We will also require you to submit proof of your public liability insurance.

(If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph)

We have provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you are familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact (named contact and details) with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours,

Kind Regards,

(staff member)

Document Checklist <i>(delete as applicable)</i>	Date Seen
Public Liability Insurance	
Safeguarding Policy	
Risk Assessment	
DBS	