

## St Luke's C of E Primary School School Lettings Policy

Policy for School Lettings  
Finance Committee  
Reviewed: Spring 2024  
For Review: Spring 2025

### 1. Introduction

It is the policy of the Governing Body to maximise the use of all their facilities and premises and to seek to encourage active long-term participation of as wide a range of groups as possible from the community.

Use of the school premises by the school, or on behalf of the school (e.g., PFA) are not subject to the charging elements of this policy.

### 2. Categories of Lettings

While educational and other statutory requirements for the use of school premises will take precedence over all other uses, the Governing Body has determined an order of priority for use of premises as follows:

1. School purposes including all meetings of Governors.
2. Educational activities sponsored by the Headteacher.
3. Other youth and community education groups.
4. Wider community education use, including sports and arts activities.
5. Other approved appropriate use.

The Governing Body, under the Education (Grant Maintained Schools) (Initial Governing Instruments) Regulations 1993 is responsible for exercising control over educational premises and thereby the letting of these premises.

### 3. Availability of Premises

Designated areas within the school are available for hire unless required by the school.

### 4. Charges

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix i.

### 5. Application Procedures

a) The person signing the application form will be considered the Hirer.

b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted

c) The Premises Manager is responsible for the administration of all lettings on behalf of the Governing Body.

d) The Hirer will normally be required to make an initial visit to the school in order to ascertain its suitability and to discuss dates and arrangements with the Premises Manager prior to submitting an application.

e) All applications for the use of school premises must be made out on the appropriate form which should be sent to the Finance Department.

f) At least 28 working days' notice is normally required for hire of any premises, although this is at the discretion of the headteacher.

- g) Once the application is approved and processed, the Headteacher or Premises Manager will send out confirmation of the contracted letting to the Hirer.
- h) Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required as set out in section 6.

## 6. Account Procedure

- a) In the case of regular bookings, an invoice will be presented to the hirer shortly after the start of each term. Payment may be requested in advance of a letting but this will be at the discretion of the Headteacher/Premises Manager.
- b) Hirers of regular bookings must pay their account within 14 days of its receipt; otherwise additional administrative costs may be incurred.

## 7. Charges

Venue	Charge per hour
Hall	£40
Hall and kitchen	£45
Classroom	£35
Music Room	£30
Compound	£50 (£75 for both)

**Appendix i APPLICATION / AGREEMENT TO HIRE SCHOOL PREMISES**

Applications to hire educational premises are required to be made by completing this form and returning it to the above address FAO of the Headteacher at least 7 days before the period of hire required:-

<p><b>Premises / Facilities Required</b> (eg. compound, classroom, hall)</p>
<p><b>Purpose of Hire</b></p>
<p><b>Dates and Times Required</b>                  Start day/date:                  End day/date:                  Frequency of use:                  Start time: <span style="float: right;">Finish time:</span></p>
<p><b>It is emphasised that a No Smoking Policy is in force.</b></p>
<p><b>Special requests</b></p>
<p><b>Details of Hirer / Organisation</b>                  Name of Hirer / Organisation:                  Contact address:</p> <p>Telephone number: <span style="float: right;">Email:</span></p> <p>If an organisation, person representing the organisation:                  Name : <span style="float: right;">Phone :</span></p> <p>If above person does not participate who will assume responsibility :                  Name : <span style="float: right;">Phone :</span></p>
<p><b>Please provide evidence of public liability insurance to cover the hiring</b></p> <p>Please complete the following and attach copy of policy or cover note                  Name of insurer:-                  Policy number:-                  Amount of insurance cover provided:-                  Date of expiry of policy:-</p>
<p><b>Please also complete the details required overleaf and sign</b></p>

<p><b>Is the Hirer intending to sell any foods, goods or refreshments at the Premises?</b></p> <p>(If yes, see clause 12 of the Terms and Conditions)</p>
<p><b>Is the Hirer intending to sell alcohol or allow alcohol into the Premises?</b></p> <p>(If yes, see clause 12 of the Terms and Conditions)</p>
<p><b>Will the Hirer conduct public entertainment?</b></p> <p><b>Does the Hirer have PPL or PRS licences?</b></p>

**Signature of Hirer / Authorised representative of the Hirer .....**

**Name in full ..... Date: .....**

**Hirers are required to note the following:-**

1. The Terms and Conditions of Hire are an integral part of this agreement. Hirers must satisfy themselves that they are fully aware of them, and by signing above undertake to observe and perform the requirements as set out therein.
2. Until such time as the signed Hire Agreement is received and is countersigned by the School, together with any deposit or payment required, there is no firm booking with the School for the hire. This means that the School is free to accept alternative bookings for the Premises without any obligation to the Hirer, and accepts no responsibility whatsoever for any costs incurred by the Hirer in anticipation of the hiring proceeding
3. If you intend to play music, perform copyright material, or show films you must ensure that you have the appropriate licences under clauses 14, 15 and 16, and obtained formal approval from the school.

**To the Hirer**

Your application for hire is approved under this Agreement – thank you for supporting St Luke’s C of E Primary School.

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**School Representative**

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**Date**

## **Terms and Conditions**

### ***Application criteria***

1. The person signing the Application Form, who must be 18 years of age or over, shall be an officer of the hiring organisation, and shall be deemed to be the Hirer. That person shall be responsible for ensuring that the conditions are complied with, should the application be accepted.
2. Bookings will be considered for no more than 12 months ahead of the proposed start date. Nothing in the signed agreement shall create a tenancy. The Hirer may not sub-let to another party. Applications shall be treated equally regardless of race, colour, nationality, gender, sex, religion, marital status, or disability, and the Hirer shall not discriminate in any such manner.
3. The application must state the nature and purpose for which the premises are required. The School may refuse applications if activities are deemed unsuitable. Announcements relating to the hire may only be made after both parties have signed the agreement.

### ***Charges and payments***

4. The level of charges depends on the facilities used, and is set by the School and reviewed on an annual basis. Invoices will be issued on a termly basis, and payment must be received in line with the credit terms allowed.
5. If a deposit is requested, it must be paid to Finance Office at least one week before the start date. Deposits are not normally refundable.

### ***Use and care of premises***

6. Hirers shall have access only to those areas covered by the agreement. Where practical, access to changing and toilet facilities will be arranged.
7. The premises must be cleaned and left in good order and vacated not later than the specified times. A levy will be charged for excess time, or for added cleaning requirements.
8. No preparations or other substances may be applied to any parts of the school. No footwear which may damage or unduly mark floors may be used. No unauthorised heating appliances, inflammable substances, or smoke machines may be brought onto the premises.
9. No advertising material, equipment or furniture, including electrical appliances, other than that provided, may be used or left on the premises without prior approval. Any equipment or furniture moved during the hire must be replaced to its original position.

### ***Health & Safety***

10. The Hirer must be fully aware of and abide by the Fire Procedures of the School, and sign the Fire Safety Checklist as arranged with the Premises Manager.
11. The Hirer is responsible for following all COVID laws and to follow COVID guidelines on the cleaning of the premises.
12. The Hirer shall properly supervise and control all persons on the premises, organise safe admission and departure of such persons, allow access by school officials, and obey school officials where Health & Safety matters arise. Any accident or damage must be reported to the Premises Manager or Headteacher. The school takes no responsibility for the provision of first aid facilities, which must be arranged by the Hirer.

13. Food, refreshments, or other goods may not be brought onto the premises or sold thereon except by prior written permission. Intoxicants will only be allowed on the premises with prior approval, which will not be granted if youth activities are taking place, and may only be sold on prior sight of a local magistrates' licence.
14. Smoking is not permitted. No livestock may be brought onto the premises. Loud music is not permitted due to the proximity of neighbouring residents.

#### ***Licences and restrictions***

15. Lettings for music, dancing or stage plays are permissible only if the entertainment is private i.e. for a closed organisation or by invitation where admission is restricted to members of the school, students, former students, parents and friends. The Hirer must ensure that only such persons are admitted.
16. The school is not licensed for public entertainment. Responsibility rests with the Hirer to obtain the appropriate licences from the PRS (Performing Rights Society) or PPL (Phonographic Performance Licence).
17. The premises are not licensed under the Cinematography Acts, and films may only be shown if they are 16 mm non-inflammable films, and all reasonable safety precautions are taken.

#### ***Liability and Insurance***

18. The Hirer shall undertake to make good any loss of property or damage to school premises or property, and to indemnify the school against all actions, expenses, claims, damages, penalties and demands arising out of, or connected with the hiring.
19. The Hirer shall have in place a Public Liability Insurance Policy of at least £5 million covering any third party risks, including death or injury to any person, or damage to any property, arising out of use of the school premises. A copy of the policy or cover note must be provided to the school.
20. The Hirer shall not sub-let the premises, or use the premises in any unlawful way, which may endanger the premises, their users, or invalidate the insurance cover in place.
21. The Hirer has primary responsibility for insuring against loss or damage to any of their property which is either stored at or brought into the school's premises.

#### ***Cancellations and termination***

22. The School reserves the right to cancel or alter an agreed letting at short notice, if the premises are required for official or electoral purposes. The school reserves the right to immediately terminate a hire agreement if the Hirer fails to comply with these Terms and Conditions.
23. The Hirer shall give the school not less than one week's notice of any desire to alter or cancel a hire agreement. Any initial deposit is not refundable.