

Gilded Hollins Community School



Lettings Agreement / Policy

Written and approved: January 2021

Reviewed: September 2024

To be reviewed: September 2025

This policy has been written with due regard to the Equality Act 2010

Lettings Policy / Agreement

It is a condition of all lettings that the hirer can demonstrate a safer recruitment policy and the checks they have made to establish that they and their employees/representatives are suitable to work with children and have no endorsements or restrictions imposed which would be of detriment to the safeguarding of our school community.

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. The hirer must be willing to meet with school representatives and provide details of their aims and objectives.
3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
6. The cost of the letting is £20 per hour, or full day rates by negotiation.
7. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
8. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer.
9. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
10. All hirers must comply with health and safety legislation.
11. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.

12. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
13. The hirer must leave all key areas (see facilities required) swept clean and mopped, as necessary, and any items of rubbish must be placed in the correct receptacles provided. The school reserves the right to charge for additional cleaning required, at a rate of £15 per hour plus materials.
14. The hirer must not bring into the building, equipment which will in any way damage the floor or wall surfaces, unless sufficient protection is used and approved by school, and provided at their own expense.
15. Where the hirer makes use of the adjoining school play areas and car park the area must be kept free from litter and rubbish, and the hirer must assume responsibility for the careful removal of rubbish caused by them.
16. Hirers making use of the adjoining school play areas and car park must not in any way damage or do anything which is likely to cause any damage to the school building.
17. The hirer must be mindful that this is a community school and agree to maintain the good name of the school and endeavour in all respects to prevent, by virtue of their presence and use of the site, any disturbance or nuisance to the local community which may bring the school and its Governors into disrepute.
18. The hirer must not bring animals or livestock onto the school site or into the building.
19. Smoking is not allowed on the premises in line with school policy.
20. Alcoholic Drinks – We do not allow alcoholic drinks to be consumed on the premises, unless it is a school event.
21. For Sporting Activities, a relevant nationally recognised Level 2 Coaching certificate must be produced.

It will be assumed that all hirers will have read and agreed to the above terms. Where payment is not received, the school reserves the right to refuse access to the facilities.

Further, all letting agreements will be subject to review and the Governors of the school may, at their discretion, revoke an approved letting if they feel that the conditions laid out above are not being met.

USE OF SCHOOL PREMISES

1 **Name of Organisation:** _____

Name of Applicant: _____

Address: _____

_____ **Telephone:** _____

2 **Name and address of person to be billed if not same as 1:** _____

3 **Details of premises required:**

(a) **School:** _____

(b) **Date(s) required:** _____

(c) Accommodation Required.

TYPE OF ACCOMMODATION	TICK IF REQUIRED	FROM	
Classroom Number Required: <input style="width: 50px;" type="text"/>	<input type="checkbox"/>		
Assembly Hall	<input type="checkbox"/>		
Playground	<input type="checkbox"/>		
Sports field	<input type="checkbox"/>		

(d) Hours hire required/day rate.

	Hours/Day	Total Cost
Hours required @ £15 per hour		
Full day rate agreed		

Please state here any additional requirements			

Purpose for which accommodation/premises are required: _____

Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors the prescribed hire charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors I, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors, their officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Governors in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature _____

Designation _____

Date _____

SCHOOL USE ONLY

This application for the use of school premises is acceptable to us:

YES	NO	<i>(delete as appropriate)</i>
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Signed **(Headteacher)**

..... **(Chair of Governors)**