



United Learning
East London Primary Cluster
Part of United Learning

Letting Policy

Date of last review	September 2024	Ratified by LGB	September 2024
Date of next review	September 2025	Bardhyl Velia	Executive Business Manager



1. Objectives

Whittingham Primary Academy regards the school building and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of this policy is to support the school in providing the best possible education for its pupils, and any lettings of the premises will be considered with this in mind.

The governors recognise that:

- Educational usage constitutes a natural priority
- Profit margin is an important consideration when derived from commercial usage but is not always the objective when facilitating educational activities by designated users

2. Definition of a Letting

A letting may be defined as any use of the school premises outside normal school hours (for the purpose of this lettings policy this has been defined as :

- A community group such as a local music group, choir, theatre group, dance groups or sports team
- An individual or group of individuals such as local residents
- Other events organised by members of (LS) staff. This will include, but is not limited to, exhibitions, sports events, theatre productions, choir practices, and fundraising functions
- A commercial organisation such as dance groups, sports groups etc.
- A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils

3. General

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the Principal and the School Business Manager.



Appendix 1 - Conditions of Hire

Booking and Payment

The following procedures will always be followed;

All enquiries are directed to the School Business Manager

A meeting with the School Business Manager is arranged to show the facilities and discuss the conditions of hire (if a new letting agreement)

A date and time frame is agreed (the minimum period for which a charge for hire will be made is two hours)

The charge is agreed (charges are inclusive of the cost of utilities, personnel and parking)

To secure the booking the hirer must complete a booking form and a £250 deposit payment must be made to secure the reparation of any damage which may be occasioned and as payment for the over-running of the agreed times. The deposit will be returned after the letting, less the amount the school may deduct to cover these costs

On receipt of the booking form, the school will invoice the hirer for the full amount. Payment must be made at least two full weeks prior to the letting

The school will seek to recover costs incurred which are unavoidable and result directly from the cancellation of a booking

Hirers must state the maximum number of people expected and the school reserves the right to limit the number of people admitted dependent on the type and size of the accommodation hired

All hiring is subject to the hirer or the authorised representative occupying and vacating the premises at the stated times – should the letting over-run the stated time, the hirer will be liable for extra fees

The School Business Manager and hirer will inspect the condition of the area to be hired before the letting has taken place on the day of the hiring

The hirer and School Business Manager will inspect the area(s) hired following the letting and sign the completion slip on the lettings booking form to confirm that the hiring has been completed within the terms of the agreement

In the event of the hirer not arriving within 30 minutes of the agreed starting time, the premises will be secured and the let considered cancelled – in this event, no money will be refunded

If the hiring finishes earlier than the stated time, a responsible person must remain on site until the School Business Manager has been informed and locking up can begin



The school reserves the right to refuse without explanation any application and to cancel the hiring at any time without written notice

On the termination of the hiring under the above condition, the school shall return all or part of any money paid but shall not be under any liability for any loss or damage arising out of such termination

Persons under the age of 18 are not eligible to hire the premises

Health and Safety and Other General Conditions

Parking is at the risk of the vehicle's owner and is only allowed on the school site in the car park and is controlled by the School Business Manager

The school reserves the right to insist on the ejection of any person who is acting in a disorderly fashion

In exceptional circumstances, e.g. fire, flood or other emergency situations, the school reserves the right to suspend the letting until the premises are made safe

The hirer shall ensure that the noise is kept to a minimum at all times, especially when exiting the site

In the case of youth and junior organisations, a sufficient number of responsible adults must be in charge for the period of hire and ensure adequate supervision of all areas of the site to which the children have access

The hirer shall undertake to see that the premises are used in an orderly way and for the purposes only for which they are hired

The hirer shall reimburse the school the cost of making good any damage to the schools property arising from the hiring

The hirer shall not use or permit the use of the premises for the sale of goods by way of competitive bidding unless the sale is for the purpose of assisting the funds of a voluntary organisation whose activities are not carried out for profit and the whole, or substantially the whole, of the proceeds are devoted to the funds of the organisation

The school reserves the right to refuse entry to the premises in the interests of the health and safety of those present

Exclusions

The hirer may not assign or sub-let the use of the premises to any other person

The school buildings and site are entirely a non-smoking and non-drug taking area

The selling or drinking of alcohol is strictly forbidden

Nails, tacks, screws etc. must not be driven into the walls, ceilings, floors or fittings, or Sellotape used to affix anything onto the walls, windows, or any other surface



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No alteration or addition to the electrical installation shall be made and no equipment or apparatus is to be connected to it without prior agreement

PA systems or sound equipment are not to be used without prior agreement

No furniture, instruments or equipment belonging to the hirer may be left or stored on the premises without the agreement of the School Business Manager and if permission is granted, the hirer's goods are stored at his or her risk. Notices must not be exhibited on any part of the premises without the prior agreement of the school

Any hiring is subject to the condition that the premises will not be used for political purposes or the teaching of any political party politics or the public exhibition of films

The premises are not licensed for public entertainment and consequently the collection of money for admission and advertising any entertainment to the general public cannot be permitted

The hirer and those attending the function must not enter parts of the site other than those included in the booking agreement

The school does not undertake any responsibility for:

- Loss or damage of any goods or effects belonging to the hirer or any other person present
- Injury to any person attending the premises unless the injury results from the school's negligence
- Any breakdown, leakage, fire or accident rendering necessary the closure of the premises nor for any interruption of the hiring for repairs or renewals consequent on any such breakdown, leakage, fire or accident

Failure to comply with these regulations in any part may render the hirers ineligible for further lettings



Appendix 2 – Charges and Times of Hire

Prices for booking are as follows:

	One-off Bookings/Non-Community Bookings			Regular Bookings and Community Bookings		
	Mon-Fri	Sat	Sun	Mon-Fri	Sat	Sun
Refundable Deposit against any damage to property payable on booking	50% of Hire cost	50% of Hire cost	50% of Hire cost	50% of Hire cost	50% of Hire cost	50% of Hire cost
School Hall, Playground and Toilets - first 4 hours	£240*	£320	£400	£180*	£240	£320
Each additional hour	£50*	£70	£90	£35*	£50	£70
HOURLY RATE (min 2 hours)						
Small Hall and internal toilets.	£40*	£55	£65	£30*	£45	£50
Main Hall and internal toilets	£50*	£65	£80	£40*	£55	£70
Playground and external toilets only	£25*	£35	£45	£20*	£30	£40
Classroom and toilets	£35*	£45	£55	£25*	£40	£50
All bookings include 15 min set up/pack away						

* Not available before 5pm except during school holidays.

Additional Facilities:

	<i>Mon- Fri</i>	Sat-Sun
Cleaning	£40 per session	£50 per session
Chairs	£10 per 100	£10 per 100
Projector	£30	£50
Children's dining table	£5	£5



Appendix 3 – Lettings Booking Form

Completed at the time of booking:

Name of hirer:	Organisation:	
Address:	Contact no:	
	Date of hire:	
	Arrival time:	
	Departure time:	
Maximum attendees:	Purpose of hire:	
Furniture required:	Deposit:	£250
	Cost:	
I have read the 'Conditions of Hire'		
I agree to abide by the 'Conditions of hire'		

Completed slip – to be completed once the event has taken place:

Arrival time:		Departure time:	
Signature of school representative:		Date:	
I am satisfied the school has fulfilled its obligations as defined in the 'conditions of hire'			
Signature of hirer:		Date:	

Where either party feels unable to sign the completion slip, representation should be made in writing to the Headteacher



Appendix 4 – Hire of School Premises Terms and Conditions

Hire of School Premises Terms and Conditions

All terms and conditions must be adhered to.

1. Interpretation

- A Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting and ensuring the terms and conditions are adhered to
- B ULT GROUP: means THE UNITED LEARNING Governing Body, [Whittingham Primary Academy](#).

2. Term, effective date of Agreement

The term of this agreement will be for use of the:

Name of Hall/Room:

Name of the Hirer:

Company Name (if applicable):

Dates of Hire:

3. Use and Access

- A The Group permits the Hirer to access and use of the Primary building on the times specified by the letting agreement.
- B The Group do not warrant that the school is fit or suitable for the purpose of the hire.
- C The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- D The Group retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- E The Group remains in the Group's legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- F Fobs will be given to the Hirer to obtain access into the school. The fobs must be kept secure at all times and on leaving the school Premises, the gates/doors must be made secure. Notification must be given to the Group immediately if the fobs go missing. Fobs should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system.

4. Restrictions on Use

- A The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Group or any owner or occupier of neighbouring property.



- B The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building, which do not form part of this hire agreement.
- C If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day.
- D Any storage space must be agreed with the Group before using.
- E The use of school equipment must be agreed in advance of the letting.
- F Alcohol is not to be allowed, brought onto or consumed on the Premises at any time.
- G Illegal drugs are not to be brought onto or consumed on the Premises.
- H No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- I Smoking is not allowed on the Premises at any time.
- J No betting, gaming or gambling is allowed on the Premises
- K Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

5. Hire Fee and Deposit

- A The Hire Fee is £ per year and is payable in advance as stated on the letting agreement.
- B The School reserves the right to require a deposit over and above the Hire Fee as security against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

6. Condition and Damage

- A The Hirer will keep the facilities in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- B Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

7. Insurance

- A The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Group.
- B The Hirer must hold Employers Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Group.
- C The Group may, at its discretion, waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own insurance and any extra associated costs will be reflected in the Hire Fee.

8. Indemnity

The Hirer shall keep the Group indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.



9. Loss

- A The Group does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- B The Group shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

10. Assignment

This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Health and Safety

- A The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- B The Hirer should, as far as possible, have an accurate list of those present.
- C Any portable electrical equipment to be used must have a current PAT test certificate, if electrical.
- D The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- E The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- F The hirer will be responsible to provide First Aid provision and must provide the school with the named First Aider for the event.

12. Safeguarding and Child Protection

- A Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Group upon request.
- B At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

13. Car Parking

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

14. Cancellation

- A This agreement may be terminated by either party at a date earlier than the termination date 31 August 2019 by giving to the other at any time at least 1 months' notice in writing, which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a



result of such early termination. No payment other than a refund of the paid hire fee will be made by the Group.

- B The Group may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement, which in the reasonable opinion of the Group is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.
- C The Hirer may cancel individual matches at any time by contacting the Group. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.

15. Advertising

The Group must approve of all advertising and posters concerning the use of the premises.

16. Emergency Evacuation Procedure

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- The alarm signal is a continuous siren for fire.
- The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion. On reaching a staircase people should descend in single file using one side of the staircase only.

17. Roll Call

The Hirer, organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees.

Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.

If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the Caretaker on duty.

Signed on behalf of United Learning [Whittingham](#) Primary Academy (Licensor):

Print Name Date.....



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Signed

On behalf of (Licensee)

Print Name

Signed Date