

Sunning Hill Primary School



Lettings Policy

February 2021

Governing Body Review date: February 2024

Previous review date(s): February 2014, February 2017

LETTINGS POLICY

Introduction

The Governing Body regards the school buildings 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 the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a Letting

A letting is defined for the purposes of this Policy as "a non-exclusive licence use of the school premises (buildings and grounds) by either a community group (such as a local youth group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

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.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which takes into consideration the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Finance and Premises Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year.

Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from Bolton Council Finance Department.

Management and Administration of Lettings

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The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. Use of the facilities will be prioritised for non-profit making groups.

The Administrative Process

Organisations seeking to hire school premises should approach the Bursar who will identify their requirements and clarify the facilities available.

An Initial Request Form (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer by the School, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges and payment shall be made in advance.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

In addition to the contract, a 'Transfer of Control Agreement' must also be signed.

Income and expenditure associated with lettings will be regularly monitored.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any unlawful group.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

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If a particular letting involves contact with children or vulnerable adults, all personnel involved must undergo safeguarding checks in accordance with legislation and local authority/DFES guidance (e.g. be checked against List 99 and undergo a CRB check).

All checks must be in place prior to personnel working on the premises. The school must receive a copy of the group's safeguarding policy. A record of these checks must be kept and made available if requested by governors.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified.

Sports coaches must follow the Bolton Council guidelines for working in schools.

Priority of Use

The Headteacher and/or Chair of Governors will resolve conflicting requests for the use of the premises, with priority at all times being given to the smooth running of the school.

Attendance/Registers

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. Each group must keep a register of all people (adults and children) attending each session.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting.

The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed. Neither the school, nor Local Authority will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

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School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Storage

Storage of equipment shall be with the agreement of the school.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available. Any accidents should be reported as outlined in the school's Health and Safety policy.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations.

Animals

No animals may be brought onto the site without the prior agreement of the governors.

Litter

All litter must be placed in the bins provided. Bin bags should be tied and placed in the school bins following evening or weekend lettings.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the school premises (including the playgrounds) is a non-smoking area, and smoking is not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the LA against all sums of money which the LA may have to pay

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by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer must not sub-let the premises to another person.

Charges

Hire charges are reviewed annually by the governors in the spring term by the finance committee.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given.

It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

Arrangements for securing the premises following any lettings will be discussed and agreed at the time of booking. Only named key holders may operate the security systems. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or authorised members of the Governing Body may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the school playground. The Hirer must have immediate access to participants' emergency contact details, and ensure systems are in place for contacting parents in case of emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that all participants are aware of evacuation procedures. A fire evacuation exercise must be undertaken each term and a record of this should be kept.

COVID Update

Anyone who is letting the building MUST follow government guidelines. If the premises cannot be used the hirer will not be charged.

Failure to comply with any of these conditions could mean removal of permission for future use.

Our school aims to support all families and the wider community. Any queries or concerns regarding individual policies will be considered on an individual basis.

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CONTRACT OF USE OF COMMUNITY FACILITIES OF

SUNNING HILL PRIMARY SCHOOL

CONDITIONS OF USE

- The governors of Sunning Hill Primary, or their nominees, take sole responsibility for bookings, activities to be undertaken and have the right to refuse or restrict entry to any part of the building.
- Rental costs will depend on the number of rooms used and the cost will be reviewed annually by the governing body.
- All areas are no smoking areas.
- The facilities may not be used by organisations for the purpose of making a profit.
- Organisers are responsible for maintaining acceptable standards of behaviour and all groups must be supervised by a suitable person.
- Each group to keep a register of all persons attending each session, both adults and children.
- Each group must undertake a fire evacuation exercise each term.
- Groups must leave the premises clean and tidy and no furniture is to be moved into or out of the dining room without the consent of school.
- All breakages, damage, loss or theft of school equipment will be charged for.
- No animals may be brought onto the site without the prior agreement from the governors.
- No groups may exceed the fire regulation figures for any part of the building.
- No alcohol may be consumed or brought onto the premises.
- The governors cannot accept responsibility for accident or injury caused by any activity during the use of the premises.
- Personal accident insurance is the responsibility of each group.
- Storage of personal equipment shall be by agreement with the school.
- Failure to comply with any of these conditions could mean removal of permission for further use.

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SUNNING HILL PRIMARY SCHOOL
TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on **date**

between:

(1) The governing body of Sunning Hill Primary School ("the Governors"), whose address is
Goldsmith Street

Bolton

BL3 6TR

and

(2) **GROUP NAME**

(together "the Parties")

It is agreed as follows:

1. Aim

- 1.1 This is a Transfer of Control Agreement made under Schedule 13 to the School Standards and Framework Act 1998 ("the 1998 Act").
- 1.2 The Governors enter into this Agreement in order to enhance the use of Sunning Hill Primary ("the School") for the wider benefit of the community.
- 1.3 The User enters into this Agreement to further the provision of community facilities.
- 1.4 This Agreement sets out the arrangements, terms and conditions whereby the Governors transfer control of part of the School premises to the User.

2. Authorised representatives

- 2.1 For the School, **School Business Manager** or such other person who may be appointed in her place will manage the Agreement
- 2.2 For the User, **Name** or such other person who may be appointed in her place will manage the Agreement.

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- 2.3 Each party to this Agreement will notify the other in writing of any changes to the person or address of the authorised representatives.

3. Transfer of Control

- 3.1 The Governors agree to transfer to the User control of

The Community Room

Dining Room

from xx datexx

☐ See Note 2

- 3.2 The User's control of the Premises ("the Period of Control") will be as follows:

e.g. Thursday 7.00 p.m. – 9.00 p.m.

Saturday 5.00 p.m. – 7.00 p.m.

Date - 4th January 16 – 31st August 2016

- 3.3 This Agreement is made with the consent of Bolton Local Authority under paragraph 2(2) of the School Standards and Framework Act 1998 ("the 1998 Act").

☐ See Note 3

- 3.4 The provisions in clause 13 of this Agreement for the occasional control by the Governors replace the standard provisions for such control which are set out in Schedule 13 of the 1998 Act.

- 3.5 Words and phrases used in this Agreement will where appropriate have the meanings given to them in the 1998 Act.

4. Period of Agreement

- 4.1 This Agreement will start on the date set out at the top of the first page of the Agreement and remain in effect **until 31/08/2016** unless ended earlier under clauses 6, 7 or 10.

5. Permitted Use

- 5.1 The User may use the Premises during the Period of Control for the purpose of the provision of a **GROUP NAME** [in accordance with the terms of registration imposed from time to time by the registration authority under Part XA of the Children Act 1989].

5.2 The maximum number of persons attending he club **must not exceed 60**

6. Ending the Agreement

6.1 The Governors may end this Agreement by giving the User **Half a Term** written notice to expire at any time.

6.2 The Governors may end this Agreement immediately by notice given by them:

6.2.1 if at any time any payment due under this Agreement remains unpaid for more than **28 days** after becoming due

6.2.2 if the User fails to remedy any breach (capable of remedy) of any of the stipulations and conditions contained in this Agreement after being required to remedy such breach by **28 days** notice in writing

6.2.3 if the User breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Governors incapable of being remedied and the Governors state this in a notice given by them.

6.2.4 in extreme cases the governors may terminate this agreement summarily without notice and the user's attention is specifically directed to paragraph 8 of this agreement below.

 **See Note 4**

6.3 The User may end this Agreement at any time by giving three months written notice to the Governors

7. Fee

7.1 The User agrees to pay to the Governors a fee for the use of the Premises during the Period of Control ("the Fee") as follows:

7.1.1 **The Fee will be £7.00 per hour for use of community room and dining room payable termly,** which covers heating/lighting and normal wear and tear.

 **See Note 5**

7.1.2 The Fee may be varied by the Governing Body at annual intervals from the date of this Agreement. The Governors will give 28 days notice in writing of a variation to the Fee. If the User does not wish to accept the Fee variation then it may give 28 days

notice in writing (before the Governors notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

8. Child Protection

In addition to the user's liability in respect of health and safety concerns referred to at paragraph 9 and elsewhere in this agreement, the user specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection.

In addition to the general right of termination set out at paragraph 6, the governors specifically reserve the right to terminate this agreement with immediate effect if the user does not have the arrangements referred to at paragraph 8.1 in place, and fails to take immediate steps to put them in place. In such circumstances the governors will not be liable for any loss financial or otherwise incurred by the user.

All users must ensure that personal working with children and young persons undergo an enhanced DBS check.

9. Health and Safety Conditions

For the duration of the Period of Control the User must ensure the following:

- a) Normal emergency procedures are followed.
- b) A first aid kit is provided and there is a trained first aider.
- c) No School equipment is used.
- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a **termly** basis
- f) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the Premises and equipment.

This includes ensuring that:

- ☐ Alcohol is not consumed
- ☐ Emergency exits, fire extinguishers, alarm points are not obstructed.
- ☐ Adequate walkways are available to allow free and easy access and egress.
- ☐ No gas cylinders or canisters are used inside the Premises or on School grounds

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- ☐ Combustible materials are not placed adjacent to heat sources
 - ☐ Equipment is used for the purpose for which it was designed.
 - ☐ Electrical equipment is PAT tested and complies with the British standards then applicable
 - ☐ Flammable or hazardous substances are not to be used.
 - ☐ No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- g) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if stored safely by prior agreement with the school.
- h) **The Premises and School premises must be vacated on time at the end of the Period of Control and left in a clean and tidy condition and the Premises must be cleaned thoroughly (including toilets) on a daily basis.**
- ☐ **See Note 6**

10. Damage to Property

- 10.1 The User undertakes either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage to the property of the Governors, the School or Bolton Local Authority caused by the User, their staff, visitors or clients.

11. Liability of the Parties and Indemnity

- 11.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise neither the Bolton Local Authority nor the Governors will be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the User, their assistants, employees, volunteers or agents, children attending any session or others entering the Premises (with the exception of death or injury which may occur by reason of the negligence of the Bolton Local Authority or the Governors or their servants or agents acting within the scope of their authority).

The User must indemnify and keep indemnified the School, Bolton Local Authority, and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the hiring (with the exception of death or injury which may occur by reason of the negligence of the Governors or Bolton Local Authority or their employees or agents acting within the scope of their authority).

12. Insurance

- 12.1 The User must maintain public liability insurance in the sum of three million pounds per claim and employers liability insurance in the sum of ten million pounds per claim.

- 12.2 The User must pay all premiums or other costs arising in the provision of such policies of insurance referred to in clause 12.1 above and ensure that the policies or certified copies are produced to the Governors if requested.

☐ **See Note 7**

13. School Security

- 13.1 The Governors agree to allow the group to open and close the facilities for each session, ensuring that the building is alarmed before leaving. The group must sign a key holding agreement. Any loss or theft of keys must be reported immediately and there may be a charge for replacement sets or changes to the buildings security caused by loss or theft.

In the event of an issue with the Alarm please contact 0844 879 1755 and quote reference 518839. Alternatively use the number on the box or contact the Site Manager.

User agree to notify the Governors or their Authorised Representative where any session is to start late or end early.

14. Temporary Unavailability of Premises/Control by the Governors

- 14.1 The Governors may give verbal notice to the User that the Premises are temporarily unavailable and will be controlled by the Governors in the following instances:
- (a) Where the School is closed for any reason;
 - (b) Where the Premises are in the Governors opinion unsafe to be used by the User;
 - (c) Where there are emergency circumstances which require the use by the School of the Premises.
- 14.2 The Governors may give **28 days** notice in writing that the Premises are to be temporarily unavailable to the User where the Premises are required by the Governors and will state in such notice the period during which the Premises are to be unavailable.

15. Access and Carparking

- 15.1 ***The school does not have a suitable car park. Parents should drop their children off a safe distance from the school gates, even if this is after the school day finishes, Drivers should not drive onto the car park and should have consideration for local residents when parking on the streets.***

16. Nuisance

- 16.1 The User must not (and must ensure that any person entering the Premises during the Period of Control does not) cause any nuisance or disturbance to the Governors or the School or neighbours.

17. Additions and Alterations

- 17.1 The User will make no alterations or additions to the Premises without the prior written consent of the Governors.

18. Contract (Right of Third Parties) Act 1999

- 18.1 Nothing in this Agreement will give directly or indirectly to any third party any enforceable benefit or right of action against the Parties and such third parties will not be entitled to enforce any term of this Agreement. This is the case notwithstanding the provisions of the Contracts (Right of Third Parties) Act 1999.

19. Licence

- 19.1 The Parties agree that this Agreement is a licence and does not create a tenancy between the User and the Governors or Bolton Local Authority.

20. Disputes

- 20.1 The Parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this Agreement.

- 20.2 If either Party considers that the other has failed to comply with the terms of this Agreement, then the following will happen:-

20.2.1 The matter will be discussed at a meeting between the Parties within 14 days.

20.2.2 If not resolved by the process set out at 20.2.1, then a meeting is to be arranged between the Parties and a representative of Bolton Local Authority. Again this may be called at the request of either Party and must take place within 21 working days.

21. Assignment and Sub-hiring

- 21.1 The User must not assign or sub-hire the whole or any part of the Premises.

22. VAT

- 22.1 If any supply made or referred to in this Agreement is or becomes chargeable to VAT, then the Party receiving the supply ("the Recipient") will, in addition, pay the Party making the supply, ("the Supplier") the amount of the VAT, against receipt by the Recipient from the Supplier of a proper VAT invoice for the supply.

☐ See Note 8

23. Notices

- 23.1 To give notice under this Agreement, a letter must be delivered personally or sent by pre-paid first class post to the address below or to any other address given in writing. A notice

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delivered by hand is served when delivered and a notice sent by first class post is deemed served 48 hours after posting.

School Address:

Sunning Hill Primary

Goldsmith Street

Bolton

BL3 6TR

User Address:

NAME OF CONTACT IN GROUP

NAME OF GROUP

24. Statutory compliance

24.1 Each Party warrants and undertakes to the other that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this Agreement and to the performance by the Parties hereto of their obligations under this Agreement. This includes but is not limited to complying with:

- (a) Health and Safety at Work Act 1974
- (b) Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- (c) Sex Discrimination Act 1975
- (d) Disability Discrimination Act 1995
- (e) Care Standards Act 2000
- (f) Data Protection Act 1999

25. Change of Post-holders

25.1 The User agrees to notify the School in advance if the person in the role of Group Leader] or Session Leader is to cease to hold that post and to provide the name of the new post holder and to enter into any assignment of this Agreement or a new agreement (at the Governors discretion) to give effect to the change in post -holder.

26. General

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26.1 In this Agreement, references to legislation include all amendments, replacements or re-enactments and all regulations and statutory guidance given or made under the legislation.

AGREED by the Parties on the date set out at the start of this Agreement

.....

Signed by xxxx

The Chair of Governors of the *Sunning Hill Primary School*

.....

Signed by *Farook Atcha*

Dated:

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COMMUNITY ROOM CHECKLIST

Name _____ Date: _____

Group

Each group must have a Safeguarding Policy in place, and a copy must be forwarded to Sunning Hill	
A register of all employee/volunteer CRB details should be held, and made available to governors on request.	
Each group requires a Fire and Emergency procedure, and must be aware of the locations of fire extinguishers. A register must be kept of the dates of when the drills are carried out.	
The capacity must not exceed 60 people, and a register must be kept of children and adults on the premises. This includes children and adults.	
Each group should have their own Health and Safety policy.	
Each group must have valid public liability insurance, and a copy must be forwarded to Sunning Hill.	
Each group must have a qualified first aider.	
Each group must ensure they report any accidents to Sunning Hill Primary School, and the accident report forms must be completed and signed.	
Tick list sheets must be completed to validate the condition of the building on each occasion the building is used.	
Community groups acknowledge that any expenses as a result of damage or vandalism will be passed on, and payment is expected within 30 days.	
Liquids must not be brought or kept on site without the relevant permission and COSHH sheets. (liquids, medicines, etc)	
Each group must ensure that the site security procedures are followed. This includes ensuring the alarm is set before leaving the premises. If you are unable to set it due to a fault, you must ring the number on the alarm panel (or 0844 879 1755), and quote our contract reference 518839.	

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Each group leader is responsible for holding the key for the building. Keys must not be copied, and Sunning Hill must be notified promptly if there are any security concerns.	
Have received and understood Sunning Hill's Letting Policy.	

Documentation	Renewal Date
CRB - Group Leader	
Public Liability Insurance	
Safeguarding Policy	
Health & Safety Policy	
Key Holder	

Signed

Date