

Great Sankey Primary School



Lettings Policy



'Together We Learn and Grow'

Version	Date	Action
1	Spring 2012	New policy written and adopted by governors
2	Spring 2014	Review of policy
3	March 2017	Review and amendments made to policy
4	April 2019	Review of policy made
5	Nov 2022	Review of policy made
6	April 2023	Review and amendments made to policy
7	September 2024	Review and amendment to contact details of Site Manager

Rationale:

The object of letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

The school should not be let at a financial loss, whilst governing bodies can cross-subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Governing body in conjunction with the school Headteacher will decide on the process for agreeing if and what school facilities will be let to a 3rd party and on what terms.

Types of Lettings:

Continuous lettings are those that run for a number of weeks or terms. All lettings must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Parents and Friends Association Events

The School Association is welcome to use the premises for its meetings and events held outside normal school opening times but the Committee should be mindful of the costs to the school budget.

Community Lettings

Bona fide community organisations can apply to use school space and will be charged at a **community rate**. This rate will be cheaper than the commercial rate, as children currently attending the school will usually attend the session. Charges will cover all the school's expected outgoings incurred by the letting. (See Appendices).

Commercial Lettings

Long-term hire, commercial, social, private and conference facilities and use by the general public for private functions will be charged at a rate consistent with that recommended by the Local Education Authority. (See Appendices).

Elections

GSP is currently used as a polling centre for both local and national elections.

Application to use School Premises:

Before letting, the Governors will consider the following:

- Wear and tear on the building and grounds.
- Inconvenience to school usage.
- Security issues.
- Alarm setting.
- Caretaking.
- Keyholders.
- Additional financial costs.
- Potential reflections on the good name and reputation of the school.

Application should be made, in writing, to the Headteacher or Governors' Resources Committee using the School's application form. (See Appendices). The Application should provide the following information:

- Reason for hiring
 - Activity planned
 - Area required
 - Day and hours required
 - Frequency
 - Confirmation that the hirer holds satisfactory insurance cover
-
- DBS status (if required)

The Resources Committee will then convene to consider the request and arrive at a decision. The applicant will be informed of the outcome, as soon as possible, by the Chairman of that Committee or the Head teacher.

Named Individual:

The hirer must provide the school with a named individual who the school can contact in the case of an emergency, this person must also be on the premises for the duration of the letting.

Safety – During the period of the letting the hirer's named individual will be responsible for following the conditions of booking and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Headteacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Headteacher, electrical equipment will also require a PAT testing certificate.

Safeguarding - The governing body or proprietor will seek assurance that the hirer concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the hirer to liaise with the school on these matters where appropriate. DBS certificates required by the hirer must be supplied to the school on request. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place. [Click here to read the safeguarding guidance for providers running out-of-school settings](#)

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.

Legal Use:

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

Car Park:

Access to the school car park should be limited especially if young children are on site and with permission and arrangements agreed between the Headteacher and the person letting the premises. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

Risk Assessments:

The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from the Headteacher.

Safeguarding:

The hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

[Click here to read the safeguarding guidance for providers running out-of-school settings](#)

Damage:

The hirer will be responsible for the cost of any damage to school premises or equipment, the Headteacher has free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

Insurance:

The school does not provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the Headteacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low-risk activities (e.g. adult education classes) and £5million for high-risk activities (e.g. gymnastic class).

Any outside body wishing to hire the school's premises, or any part thereof, for an event not associated with the school's normal activities, MUST take out Public Liability Insurance for a

minimum level of indemnity of £2m. Documentary evidence in this respect must be exhibited prior to any sanction being given for the use of the premises.

Events organised by the 'The Friends of GSP' group are covered under existing arrangements and, therefore, normally no other insurance is required. However, if there are "**dangerous activities**" (e.g. a bouncy castle) then extra cover may be necessary. If there is any doubt, then reference should be made to the Local Education Authority's Business Finance Section.

Special Rates:

The Governors' Premises Committee is not empowered to negotiate special rates. Such application needs to be approved by the entire Governing Body at its termly meeting. When agreeing a special rate the Governors should be mindful of the necessity to protect the school's budget from any long-term drain caused by a special rate letting. It is also recognised that in some circumstances, the commercial rate may be inappropriate and a surcharge can be added.

Calculation of Costs:

Charges will be set out in the letting agreement between the school and hirer, the governing body will periodically review these charges, giving the hirer at least one-half term's notice of any changes in fees or conditions of hire.

Calculation of rates will be based upon recommendations from the Local Education Authority (Appendix A). These have been calculated to include the cost of:

- Maintenance Officer's wages and overtime entitlement, if applicable. After 6.00pm Monday to Friday, and all-day Saturday is considered to be time and a half. Sunday working and Bank Holidays are paid at double time.
- Cost of electricity and gas for heating/lighting the premises.
- Cost of water usage
- Cost of soap, hand towels etc
- Wear and tear on building costs.
- Extra cleaning costs – halls, toilets and small kitchen.

Cleaning/Security:

Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Headteacher

Health and Safety:

Risk assessments designed by the hirer must be undertaken for all proposed activities. All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose.

- c) The fire brigade shall be called to any outbreak of fire by the hirer, however slight, and details of the occurrence shall be given to the Headteacher. The Site Team and Headteacher must be contacted immediately.
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available. This should be fed back by them to their members who are also utilising the school.
- e) Performances involving danger to the public shall not be permitted.
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body.
- g) No unauthorised heating appliances shall be used on the premises.
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

Loss of Property:

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

Toilet facilities:

Access to the designated school's toilet facilities is included as part of the letting arrangements. Please ensure the toilet facilities are left in a good state.

Right of Access:

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Resource Committee may monitor activities from time to time).

Vacation of Premises:

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Special Requirements:

It will be expected that childcare services, operating for more than two hours per day, will be inspected and registered.

Equal Opportunities:

School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the school's statement on equal opportunities.

Political Use :

School premises must not be let for political use, the only exception to this is as a polling station

Declaration of Interest:

Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

The Hirer's Responsibilities:

The hirer, where they are the named keyholder, has the sole responsibility to ensure the building is securely alarmed and locked at the end of the period of hiring. The hirer must not give the keys to anybody else in their absence. If the hirer is unable to lock up, they must give the school prior warning and ask for the support of the Site Team to do this for them if they are in the position to do so. There will be a callout cost incurred by the hirer for this option.

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

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.

First Aid Facilities:

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available. A defibrillator is available in emergencies and is located in the medical room situated opposite the main hall.

Furniture and Fittings:

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Food and Drink:

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

Alcohol & Smoking

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Head teacher/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. The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

Gambling:

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Nuisance/Disturbance:

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

Disposal of Waste:

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Animals:

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

Rules:

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

Sub-letting:

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

Storage Ancillary to the Letting:

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises.

Cancellation & Complaints:

The school (via the headteacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint, the school's standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person, if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. 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 people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Appeals:

Any individual or organisation has the right to appeal to the relevant committee of the school's Governing Body against any decision taken by the Resources Committee or representative in the interpretation of this policy.

Other documents you should also refer to/make available to hirer:

- Lettings Agreement (school & hirer)
- TCAT Health & Safety Policy [Click Here](#)
- TCAT Complaints Policy [Click Here](#)
- Equal Opportunities Policy [Click Here](#)
- Keeping Children Safe During Community Activities [Click Here](#)
- Charges Policy/Rates
- Relevant Risk Assessments & Emergency Procedures (school & hirer)
- Copy of Public Liability Insurance (from hirer)

- Copy of safeguarding policies and procedures (from hirer)

Review:

The scale of charges will be updated in line with any recommendation from the Education Authority or TCAT.

This policy will be reviewed bi-annually and any amendments to the scale of charges will be given in written form. We will notify the hirer and they will be given 6 weeks' notice before the change in lettings charges take effect.

Costs of letting out parts of the school building

<u>Hall</u>	<u>Classroom</u>
<p>Charge per hour for community use:</p> <p style="text-align: center;">£20</p>	<p>Not currently available unless specific circumstances are negotiated</p>
<p>Charge per hour for community use with Maintenance Officer as key holder:</p> <p>As per community use per hour and then:</p> <p style="padding-left: 40px;">MO rate of pay per hour (Mon-Fri daytime hours before 6pm)</p> <p style="padding-left: 40px;">MO rate of pay per hour at time and a half (Mon - Fri after 6 pm and Saturdays)</p> <p style="padding-left: 40px;">MO rate of pay at double time (Sundays and Bank holidays)</p> <p><i>Individual quote will be given at time of enquiry</i></p>	<p>Not currently available</p>
<p>Charge per hour for commercial use at rate with Caretaker as key holder:</p> <p style="text-align: center;">£27.50 per hour</p> <p>As per commercial use per hour and then:</p> <p style="padding-left: 40px;">MO rate of pay per hour (Mon-Fri daytime hours before 6pm)</p> <p style="padding-left: 40px;">MO rate of pay per hour at time and a half (Mon - Fri after 6 pm and Saturdays)</p> <p style="padding-left: 40px;">MO rate of pay at double time (Sundays and Bank holidays)</p> <p><i>Individual quote will be given at time of enquiry</i></p>	<p>Not currently available</p>
<p>Charge per hour at commercial rate with own appointed key holder:</p> <p style="text-align: center;">£27.50</p>	<p>Not currently available</p>

NOTE:

- Caretaking costs form a significant proportion of the above charges. These can vary considerably depending on the day and time of day.
- Invoices are issued after every four weeks, to be paid within 14 days.
- In the event that a member of the Site Team is called out, any additional costs occurred will be passed on to the hirer. E.g. Overtime claim.

Appendix B



GREAT SANKEY PRIMARY SCHOOL Liverpool Road, Great Sankey, Warrington, WA5 1SB

Tel: 01925 728176

APPLICATION FOR THE USE OF SCHOOL PREMISES AND FACILITIES

Name of Group or Applicant: _____

Facility Required: _____

Exact Start Date: _____ Finish Date: _____

Day (s) facility required: _____

Time: from: _____ to: _____

Full details for which facility is required:- _____

Age range of users: (Please tick)

Under 13 years	13 – 18 Years	Over 18 years

Date	Rate	No of Sessions	Total Charge	Signature

Application made assuming Free, Community or Commercial Rate

Please note:

All hirers must have their own Public Liability Insurance (copy to be attached to application form). Hirers must complete DBS check reference number section if children under the age of 16 are on the premises. Hirers must inform the proprietor of their safeguarding policies and procedures

I, or we, agree to accept and abide by the conditions and regulations listed in the lettings policy, and to such other conditions as are considered reasonable. We undertake to pay all charges for usage.

Name of Key Person (named individual): _____

Full Address of Key Person: _____

E-Mail: _____

Tele No: Day: _____ Evening: _____

DBS Certificate Reference Number (if applicable): _____

(This should also include any other adults within your organisation that work with children)

- Additional charges by negotiation if extra cleaning is necessary
- Damage to property will be charged to the hirer
- Every organisation letting the facilities will be expected to pay when invoiced by the school, with a pay by date identified on the invoice.
- School must be notified of any cancellations at least 24 hours in advance, if not letting charges will be incurred

Signature of key person: _____ Date: _____

Signature of School Representative:

Date:

Form to be returned to Mrs Lisa Wilding (Head teacher), Great Sankey Primary School,
Liverpool Road, Great Sankey, Warrington WA5 1SB
head@greatsankeyprimary.tcat.uk.com

Telephone number (During school hours): 01925 728176

Emergency numbers:

07743992004 (Dennis Bates, Site Manager)

07717005184 (Lisa Wilding, Headteacher)

07732424131 (Tom Gawne Deputy Headteacher)

FOR OFFICE USE:

Copy Insurance Certificate received	
DBS Certificate reference provided	
Hirer's safeguarding policies and procedures shared with proprietor	

Appendix C

LETTINGS INDEMNITY FORM



INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

Indemnity Limit: _____

Signature: _____ Date: _____

SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy and will share their policies and procedures with the proprietor:

Name: _____

Name of Organisation: _____

Purpose of Letting: _____

Date: _____

Signature: _____

Key Fobs

The school will provide, on request at the discretion of governors, a key fob for the school. This will need to be signed for by the key nominated person.

Loss of key fobs may result in a charge for replacement.

Name of key fob holder: _____

Name of organisation: _____

Signature: _____



Fire Evacuation Action Plan

Action on discovering a fire:

On discovering a fire, it is the duty of every person to sound the nearest fire alarm immediately. These fire call points are located around the school building and are housed in a small red box. The alarm can be sounded by pushing on the centre of the box.

Upon hearing the fire alarm, all persons must act in accordance with the agreed fire evacuation procedures. The hirers designated fire warden(s) should ensure areas in use have been cleared including toilets. Lifts should not be used due to possible electrical failure unless they are part of a Personal Emergency Evacuation Plan. You should not re-enter the building.

The panel in the main entrance will allow for the direct location of the fire to be established. The gas and electric supply may need to be isolated – this information can be passed to the Fire Brigade / Site Team.

Calling the fire brigade:

The Fire Service should also be informed immediately by dialling 999. The panel in the main entrance will allow for the direct location of the fire to be given if appropriate at the time.

A designated person will need to move swiftly to the front of the school to raise the barrier to allow the Fire Brigade entry to school grounds and liaise with them on their arrival to pass over any information.

Action on hearing the fire alarm:

The designated evacuation fire warden(s) will swiftly move to carry out a sweep of areas. They will assist any people left in the building and direct them to the nearest, safest exits. This will be done as quickly as possible, and they will then meet on the car park to communicate relevant information. The person / people responsible will ensure all persons are accounted for, and where they are not, they must relay this to the Fire Brigade on their arrival.

On hearing the alarm, the adults in charge must ensure all people and children exit the building swiftly and silently and they must exit the building via the nearest and safest route. It is the responsibility of the adult in charge to ensure a roll call is carried out using a register.

The person in charge, must contact the Headteacher and Site Team immediately once they are safely out of the building.

Lockdown Action Plan

In the unlikely event of a need for a lockdown, we advise the hirer of the following procedure:

- Close green pedestrian gate (if able to do so safely)
- Close all external doors and windows and drop blinds
- Move away from the glass windows / doors and seek refuge safely within the building
- If able to do so, lock yourself in a room using the internal key
- Ring 999 and await advice if necessary
- Contact the Headteacher / Deputy Headteacher

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature _____

Date of application _____

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss

**(Please be aware of the school’s emergency evacuation procedure)
Click here**

Please pass this form to the establishment, do not complete anything below this line

It is confirmed that the accommodation required is available for the time and date(s) requested. The head of the establishment has been informed, that where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

Signature: _____ Date: _____ Headteacher

Signature: _____ Date: _____ Governor