Educating for Wisdom, Knowledge and Skills

Lettings Policy

"Making the world a better place through Hope, Faith and Love"

Responsibility	Finance and Resources	
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This policy should be read in conjunction with the following appendices:
Appendix 1 – Initial Application Form
Appendix 2 – School Letting agreement
Appendix 3 – School Letting Terms &
Conditions
Appendix 4 – School Letting Risk Assessment

Prepared by Facilities Manager and discussed with Senior Leadership Team

1. Introduction

The governing body regards the school buildings and its grounds to be a community asset and aims to maximise the schools generated income from private out of school hours' lettings wherever possible. However the overriding aim of the governing body is to support the school in providing the best possible education, the safeguarding and welfare of all our pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

The purpose of this policy is to provide instructions for the management of lettings. This policy is therefore expected to provide advice on:

1. Definition of a school letting
2. Governance
3. The Administrative Process
4. Charges for a Letting
5. Spaces for Let
6. Cancellations
7. Public Liability Insurance

Definition of a school letting

A letting may be defined as "any use of the school building and/or its grounds by parties other than the school and its partners". These may be individuals (one-off let) or community lettings by groups (such as local football teams/music groups) or a commercial organisation.

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. All lettings are to be initiated by completion of a School's Letting Application Form (Appendix 1).

The activities listed below fall within the corporate life of the school and therefore are not deemed as lettings. Any costs arising from such activities should be kept to a minimum as these are to be absorbed by the schools delegated budget. Such activities are to be monitored to ensure that they are coordinated sensibly and joint projects between the school and the community are to be encouraged.

- Governing Body meetings
- Extra-curricular activities for students of the school, organised by the school
- School performances

- Family learning
- Parents meetings
- Parent-Teacher working groups
- Fundraising events

The School Letting Agreement (Appendix 2) is expected to cover the hire of rooms for occasional use of space that is also shared with other users, e.g. use of school hall, classrooms etc.

Generally;

- The School should ensure that the Terms and Conditions (Appendix 3) are sent with the Agreement, all the blanks are filled in and it is signed prior to occupation.

- The Letting Agreement should have a letting reference number so its issue can be traced and to reduce the risk of standard forms being copied and used without proper authority.

- The Agreements should only cover one year/term/holiday period at a time.

- The school should manage this process themselves.

- 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 it or of creating any tenancy between the school and the Hirer.

- Lettings should be agreed and prioritised in the following order, with school lettings (for pupils and/or parents/carers with educational benefits) followed by Community lettings and then Commercial lettings. Commercial lettings with little or no potential to generate income or support the school should be discouraged (e.g. those that promote gambling).

Governance

The Head Teacher is responsible for the management of lettings. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about the appropriateness of a particular request they will consult with the Chair of the Finance and Resources Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

A risk assessment must be conducted for each proposed letting. A Risk Assessment Template (Appendix 4) template can be provided if a risk assessment has not already been completed.

The Administrative Process

Those seeking to hire part of the school premises should approach the Head Teacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

A school's Letting Application Form should be completed at this stage to provide basic details of the applicant and summary of the Hire. A record of all enquiries will be kept on file. The Head Teacher will consider this with regards to the matters contained in this policy and shall advise the applicant of its decision.

The school reserves the right to:

- Refuse applications without giving a reason
- Have a representative present at any function
- Terminate any activity not properly conducted with immediate effect.

When considering requests for lettings, due regard is to be given to the school's reputation and the manner if any in which the letting may reflect on the school. Lettings for political purposes, (except for Polling) or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused.

Once it has been decided to proceed with a letting, confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting with a School Lettings Agreement and a copy of the Terms and Conditions.

The Hirer must give their full details with the Agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity / Company registration numbers.

The person applying to hire the premises on behalf of the Hirer will be invoiced for the deposit, in accordance with the governing body's current scale of charges.

The letting should not take place until the signed Lettings Agreement has been returned to the school, any deposit/ pre-payment has been settled, and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

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 covers the following where applicable:

- Cost of services (heating & lighting)
- Cost of staffing (caretaking and cleaning) - including "on costs"

- Cost of administration
- Cost of “wear and tear” Cost of use of school equipment (if applicable)
- Fee in lieu of use of premises, i.e. a rental value.
- Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers.

Charges will be reviewed annually, by the Finance and Resources 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.

Hirers are to be invoiced in advance a non-refundable deposit as follows:

- For Individual Lettings (i.e. one-off) 50% of the total lettings cost should be paid before the commencement of the Letting, i.e. when the Letting application has been granted. The balance is to be settled 7-14 days before the commencement of the letting.

- For a Series of Lettings payment will be required each month in advance.

Use of the premises cannot be granted until the deposit has been settled (as above) in advance. For Series Lettings failure to settle the monthly balance in advance as requested will mean that no further use of the premises can be made until such costs are paid in full.

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). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

The school is constrained by law to add value added tax (VAT) to all transactions where appropriate. In general the letting of rooms for non-sporting activities is exempt VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances).

Rates for community lettings depend on a number of factors including, but not limited to; room type, set-up, time of day/year, length of booking, type of letting (commercial/private/charity).

The school's opening hours are Monday to Friday 8am – 6pm. Bookings during these hours will attract a more favourable rate than outside of these hours. Please contact the school for more information and a tailored quote. Overtime Payments Premises staff required to manage lettings are to receive overtime payments as agreed by the Head Teacher.

3. Spaces for Let

The school has the following spaces to let:

- Internal Spaces – (Limited availability during term time)
- Assembly Hall – (Weekends and afterschool)
- External Spaces
- Muga Playing Surface

To let or arrange a visit to see the spaces available to let, please contact the School Office either by email :admin@st-johns.lambeth.sch.uk or telephone 0207 274 4847

Cancellation

By the Hirer:

Cancellations should be made in writing or by email at least 14 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a fee booking the following term, if applicable, or refund the fee if no further bookings are required.

By the School:

The school reserves the right at its absolute discretion to cancel any Letting. If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 14 days, and where possible, alternative accommodation will be offered. If this is not possible, a refund will be made.

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, failure of electricity/gas/water supply). The decision of the governing body as to whether a letting should be cancelled shall be binding on the hirer.

Where a Letting is cancelled due to breach of these Terms and Conditions, or due to safety or well-being concerns for the participants of the Letting activity the School may reserve the right to offer a refund. The Local Authority and the governing body will accept no liability in respect of the commitments incurred by the Hirer due to such cancellations.

Safeguarding

We are committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the Hirer.

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 Governing Body reserves 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 Governing Body is 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. The hirer will be required to provide evidence that DBS checks have been carried out upon request.

The hirer is responsible for reading the school's safeguarding policy prior to the date of hire and to acknowledge that they have understood the content by signing appendix 5, even if they are not hiring the premises for use by or with children (in compliance with **KCSIE, paragraphs 166 and 167 (DfE, September 2023**)

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Head of School, Mr Patrick Williams on 020 7274 4847 as soon as reasonably practicable.

Public Liability Insurance

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. Hirers must produce a risk assessment for each hiring/activity and submit this to the school before the hiring takes place. The school will review this document and keep it on file.

For commercial hire, 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.

For private Hirers, if insurance is not provided, the Hirer will be responsible for any loss or damage to the school building or its contents. Neither the school or Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The hirer will indemnify the Governing Body against:
The cost of reinstating or replacing any part of the premises or any property should it be damaged, destroyed or removed during the period of Hire of the premises; any infringement of copyright which may occur during the hiring (if applicable).

Health and Safety

- The hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the School and with the provisions of the Health and Safety at Work Act (1974) and associated regulations, including the Management of Health and Safety at Work Regulations, the

Children and Young Persons Act (1933) and all other statutory instruments or regulations made which affect or govern the type of function being held at the premises

- Commercial enterprises with 5 or more employees will be expected to provide a copy of their Health and Safety Policy
- The Hirer is responsible for the Health and Safety issues, not the School
- A risk assessment must be conducted for each hiring/ activity by the Hirer and copies should be provided to the School prior to the Lettings taking place. A Risk Assessment Template (Appendix 4) can be provided if a risk assessment has not already been completed.

The school will be responsible for communicating arrangements for out of hours, School closure, keys and alarms, checking and switching off technical equipment.

Appendix 1- Initial Letting Application Form

Appendix 1- Initial Letting Application Form
Letting Agreement Reference No: **SJAT**XXX
Before completion of this form, please ensure you have read and understood the School Lettings Policy and Terms and Conditions of Hire (Appendix 3).

Full name of applicant						
Full address including postcode (individual or organisation)						
Phone No			**Email**			
Name and activity of organisation: *(if applicable)*			**Charity/ Company registration number**: *(if applicable)*			
Area of School to be used(Set Up)	**Date From**		**Date To**		**Start Time**	**Finish Time**
Details of activity / event for which premises are to beused:						
Days of week requested	**Mon**	**Tue**	**Wed**	**Thu**	**Friday**	**Sat**	**Sun**
Use of School equipment Please specify your request			**Details of any electrical equipment to bring onsite**			
Car parking arrangements requested			**Maximum number of participants and age range**			
Number of supervisingadults			**Have DBS checks been carried out on supervising adults**		Yes / No	
Relevant qualifications of supervising adult(s)						

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out and has enclosed a copy of the relevant insurance certificate if applicable.

The Hirer is responsible for ensuring that supervising adults in regulated activity with children are appropriately vetted, using DBS and provides copies of their DBS Forms if applicable.

The Hirer confirms that arrangements are in place with reference to First Aid and has enclosed a copy of valid FirstAid certificates if applicable.

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment.
Any other relevant information:

I have read and understood the policy and agree with the conditions required of me as the Hirer. I confirm that Iam over 18 years of age, and that the information provided on this form is correct.

Signed: *Type name if sending electronically.*		**Date:**	

For Office Use Only

Date Received:	
Letting Reference No:	SJATXXX
Decision:	
Evidence Requested	

Appendix 2 - Lettings Agreement

Appendix 2 School Letting Agreement
Letting Agreement Reference No: SJATXXX

This agreement relates to the letting reference number above to which your initial application was made.

The Governing Body of				
The Hirer (Full name of applicant)				
Full address Including postcode (Individual or Organisation)				
Phone No	**Email**			
Area of School to be used Set Up	**Date from**	**Date to**	**Start time**	**Finish time**

Maximum number of participants		**Age range**		
One off booking?		**Block booking?**		
Specific nature of use				

The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the agreed fee.

The hirer accepts all the conditions of hire set out in the attached Terms and Conditions (Appendix 3) document and the Initial Letting Application that was made.
The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

The Hirer

Signed: **Type if sending electronically**		**Date**	
Print Name			

Please ensure you complete and return agreement with any invoice payment agreed

On behalf of the governing body

Signed: **Type if sending electronically**		**Date**	
Print Name			

For Office Use Only

Letting Type	**One Off** *Deposit 50% of Total Letting* *Final Balance 7 to 14 days prior to booking*	**Block Booking** *Payment 1 month in advance*

Invoice Raised: *Invoice Amount* Invoice Number: *Payment Received*				
Requested Evidence Received (if Applicable)				
DBS				
Liability Insurance				
Risk Assessment				
Health and Safety Policy				
Accident Reporting Procedure				
First Aid Qualifications				

[Appendix 3 - Lettings Terms and Conditions]

Appendix 3 Terms & 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.

Applications
All Applications

- Must be detailed on the school's Initial Application Form (Appendix 1). Will be considered by the School in accordance with the School Letting's Policy
- May be refused by the School in its absolute discretion.
- The School is not obliged to give reason for such refusal.
- Once agreed should be returned with a signed copy of the School Letting Agreement (Appendix 2) and accompanied by a deposit of 50% of the total lettings cost for Individual Lettings or 1 month in advance for a Series of Lettings.

Priority of Use and Access

- The governing body reserves the right of access to the premises during any letting. The Head Teacher or members of the Finance and Premises Committee may monitor activities from time to time.
- The Head Teacher will decide conflicting requests for the use of the premises, with priority at all times being given to School functions.
- The Hirer shall not use the premises for any purpose other than that described on the Application Form and shall provide all the information requested therein. The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the lettings contract. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
- The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the School.
- 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. The Hirer shall not sub-let the premises to another person.
- Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. This might incur additional charges for the space. The Hirer will include this in the Application Form. The school will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated spaces only.

Status of the Hirer & Safeguarding of Children & Young People

- Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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.
- The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organisation/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.
- The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
- Persons may have to undergo, at the discretion of the Governing Body, a Disclosure and Barring Service (DBS) check. If a particular letting involves contact with children and vulnerable adults, all personnel involved must be checked in accordance with the Department for Education (DfE) guidance and LBH Local Children Safeguarding Board guidance.
- It is the responsibility of the Hirer to ensure adequate supervision, ratios and up to date and adequate DBS checks. Full details must be provided to the School both on the Lettings Application Form and on any risk assessments provided prior to the Letting.
- The Hirer will provide original DBS Certificates to the School, in addition to contact details (including all emergency contacts), changes in staffing, responsibilities and absence records for the Hiring activity.
- Hirers must be competent to provide their activity, e.g. instructors / supervisors / coaches, should hold appropriate valid and up-to-date qualifications issued by relevant national governing bodies or through relevant memberships. All copies of relevant qualifications of national standards should be provided to the School prior to the Letting.
- 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. Bookings must not exceed the agreed maximum number of people.

Policies

- The Hirer will have access and adhere to School policies e.g. Lettings, Complaints, Equality, Child Protection and Safeguarding, Health & Safety. All policies can be found on the school's website.

Charges

- Hire charges are reviewed annually by the Finance and Premises Committee, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

Cancellations

- By the Hirer: Cancellations should be made in writing at least 14 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges.

- In the event of a cancellation being made at the appropriate time, the School will credit the Hirer for a fee booking the following term, if applicable, or refund the fee if no further bookings are required.

By the School

- The School reserves the right at its absolute discretion to cancel any Letting.
- If the School finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 14 days, and where possible, alternative accommodation will be offered. If this is not possible, a refund will be made.
- 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, failure of electricity/gas/water supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.
- Where a Letting is cancelled due to breach of these Terms and Conditions, or due to safety or well-being concerns for the participants of the Letting activity the school may reserve the right to offer a refund.
- The LA and the school will accept no liability in respect of the commitments incurred by the Hirer due to such cancellations.

Conduct on-site and online

- The Hirer shall be responsible for ensuring adequate supervision and the preservation of good order for the full duration of the letting and until the premises are vacated.
- The Hirer shall not cause any damage to the school property or buildings or cause any noise disturbance to neighbouring residents.
- Any damages will be chargeable at the cost to replace.
- The Hirer shall ensure that it preserves the outstanding reputation of the school and will not use the school's name online or in any social media platform without the express permission of the school.

Conclusion of the Letting / Contract termination

- The Hirer shall, at the end of the hire period, leave the accommodation in the condition that it was found, all equipment being returned to the correct place of storage.
- If this condition is not adhered to, an additional cost, appropriate to any loss or damage will be charged.

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 St John's against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

- A public entertainment licence may be required where a function is open to the public. Advice is to be obtained from the Local Authority in cases of doubt. The cost of obtaining any entertainment licence is to be met by the hirer.
- Schools are responsible for the management and documentation records of licenses held for the Performing Rights Society (PRS) & Phonographic Performance Limited (PPL).

Health and Safety

- The hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the School and with the provisions of the Health and Safety at Work Act (1974) and associated regulations, including the Management of Health and Safety at Work Regulations, the Children and Young Persons Act (1933) and all other statutory instruments or regulations made which affect or govern the type of function being held at the premises.
- Commercial enterprises with 5 or more employees will be expected to provide a copy of their Health and Safety Policy
- The Hirer is responsible for the Health and Safety issues, not the School.
- A risk assessment must be conducted for each hiring/ activity by the Hirer and copies should be provided to the school prior to the Lettings taking place. A Risk Assessment Template (Appendix 4) can be provided if a risk assessment has not already been completed.
- The School will be responsible for communicating arrangements for out of hours, School closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. Risk assessments are to address the risk to safety and health within the school premises.
- The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements.
- The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.
- It shall be the responsibility of the hirer to familiarise themselves with the location of all entrances and exits to and from the premises including all fire and emergency exits and the location of any fire-fighting equipment in advance of the actual hiring. The fire assembly points are included the map on the policy. Once completed the hirer takes responsibility for briefing other users associated with the hiring. Fire appliances must not be moved, removed or tampered with other than for firefighting purposes.
- The Hirer shall ensure that all entrances and exits are free from obstruction and can be safely used and there are no obvious fire hazards on the premises.
- The hirer shall be required to take any precautions necessary to ensure the safety of those attending the function, including ensuring that means of escape from fire are not blocked or impeded.
- No unauthorised heating, lighting or other electrical appliances not specified on the Letting Agreement shall be used on the premises.
- No highly flammable substances shall be brought into, or used, in any part of the premises. Any type of fire or BBQ is strictly prohibited.

- The Hirer is responsible for ensuring that adequate adult supervision is in place, adhering to legal ratios where the majority of attendees are children. The ratio and rationale behind it should be explained in the risk assessment.
- The Hirer must ensure they have a working, charged mobile phone, so that emergency services can be contacted in emergency situations. The Facilities Manager or Facilities Assistant will be named contacts during the letting and must be contacted in any emergency / potential emergency.

Subletting

Subletting under a hire agreement is forbidden.

In the event of an incident, fire or near miss

- Where during the period of hire any person on the premises sustains any loss, damage or injury the hirer shall provide full details in writing to the Facilities Manager within 24 hours, or as soon as practicable thereafter, of any such loss, damage or injury and shall supply an further information in relation thereto as may reasonably be requested.
- The school will follow-up to ensure that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

Damage, Loss or Injury

- 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. The hirer should adequately supervise the letting, and be responsible for any consequences arising from the event, and liability insurance is therefore recommended.
- For Individual (one-off) Lettings Public Liability insurance may not be required. However, 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. The hirer should adequately supervise the letting, and be responsible for any consequences arising from the event, and liability insurance is therefore recommended. The Hirer will be responsible for any loss or damage to the school building or its contents. Neither the school, nor the Governing Body will be responsible for any injury to persons or damage to property arising out of the letting of the premises.
- For Community / Commercial Lettings 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 minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.
- To the maximum extent permitted by law, the school nor the Governing Body, shall not accept responsibility or liability in respect of any loss, theft, or damage of or to any goods or property of the Hirer or for any injury to persons 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
- No stiletto or any type of thin heel is to be worn on site. If activities involve outdoor use, participants should ensure outdoor footwear is cleaned or removed before re-entering the premises.

Electrical Equipment

- Any electrical equipment brought by the Hirer onto the school site MUST comply with Electrical Safety at Work Regulations 1989.
- The intention to use any electrical equipment must be notified on the Letting Application.
- The School reserves the right to inspect (and levy any additional charges for so doing) and remove any equipment found to be faulty and or unsafe or dangerous.
- All of the hirer's portable electrical equipment must be annually tested and certificate presented to the Facilities Manager.

First Aid Facilities

- 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. Appropriate training will be checked.
- The Hirer shall have their own accident reporting procedures.

Food, Smoking, Drink & Drugs

- No food or drink may be prepared or consumed on the property without the direct permission of the school, in line with current food hygiene regulations.
- All litter must be placed in the bins provided.
- No alcohol / unlawful drugs shall be brought on to or consumed/ used on the premises, including the external areas or outside the school gates.
- The whole of the school premises including the external areas and outside the school gates are non-smoking areas, and smoking is not permitted.

School Equipment

- This can only be used if requested on the initial application form, and if its use is approved by the School.
- 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.

Security

- The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use if necessary. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the governing body of the school.

Vacation of Premises

- The Hirer shall ensure that the premises are vacated promptly at the end of the letting and contact the Facilities Manager/Facilities Assistant on their mobile phone if earlier than planned.
- 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 at the Fire Assembly Point (MUGA Pitch). The Hirer must have immediate access to participants' emergency contact details, and must use their mobile phone to contact in the event of an emergency.
- Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Leaving of Premises/ Trips/ Transportation of Young People

- The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts).
- The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult: child ratios and supervision arrangements.
- Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school may wish to monitor the effectiveness of arrangements.
- Risk assessments must also be completed by the Hirer when taking young people off the premises and transporting them between premises.
- The Hirer is responsible for ensuring that young people's normal means of travel are effective, after school hours, e.g. valid bus passes.

Promotional Literature/Newsletters

- A draft copy of any information to be distributed to participants or through the school must be sanctioned by the school 7 days prior to distribution by the Hirer.

Right of Access / Quality of Service

- The governing body reserves the right of access to the premises for authorised personnel during the letting for emergency or monitoring purposes.

- The school has the right to monitor the activities from time to time to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users, in relation to the Local Authorities monitoring of the Children & Young Peoples Plan and borough-wide priorities.
- The Hirer shall not allow on the premises more than the agreed number of persons stated in the application form.
- Animals other than guide dogs are not permitted without written consent

Appendix 4 - Letting Risk Assessment

Letting	
Risk assessment completed by	
Date	
Review Date	

Risk rating: Likelihood (outcome)

	Insignificant Injury	**Significant Injury**	**Major Injury**
Unlikely	Trivial Risk	Low Risk	Medium Risk
Possible	Low Risk	Medium Risk	High Risk
Probable	Medium Risk	High Risk	STOP

Risk Level	**Action and Timescales**
Low	Consider if the risk can be reduced further. Monitoring is required to ensure that the controls are maintained
Medium	Risk reduction measures should be implemented with a defined period
High	Give priority to removing or reducing the risk urgent action should be taken
STOP	**Work activity should not be started or continued until the risk has been removed or at least reduced**

Potential Hazard	Who might be harmed	What are you doing already?	Current Risk Level	Any further action by whom and when	Review Date	New Risk Level

Data Protection: *St John's Angell Town Primary School will process this information fairly and lawfully to assess, control and minimise risk. The data will be stored securely and not be subject to unauthorised use, in accordance with the Data Protection Act 2018.*

Experienced staff available at all times.
First aider and first aid kit available at all times
All equipment maintained and serviced appropriately
Areas, walk ways and fire exits free from obstructions and/or trip hazards
All accidents recorded and analysed to identify any reoccurring accidents and increased measures put in place if required

IMPORTANT: Please note that by signing this form you are agreeing that the information provided is correct

Appendix 5 Safeguarding

Appendix 5 - Letting Safeguarding

The hirer agrees that systems are in place with regards to safeguarding measures as per the terms of the lettings policy and confirms that they have read and understood the school's safeguarding policy, even where the premises are not being hired for use by/with children:

Name: _____

Name of Organisation:

_____

Purpose of Letting:

_____

Date: _____

Signature: _____