



## **Policy Reference F07** **Lettings Policy**

**Every school within Cumbria Futures Federation aims to provide a safe and hardworking environment where every child can be successful, whatever their abilities.**

### **Our Values**

- Courage and Compassion
- Inclusion and Equality
- Respect and Courtesy
- Optimism and Perseverance
- Forgiveness and Tolerance
- Ambition and Achievement

<b>Version No</b>	<b>Author/Owner</b>	<b>Date Written</b>	<b>Note of amendments made</b>
01-2019	J Rowlands	July 2019	Incorporation of BH and Solway policies to create Federation policy
2022-01	Sarah-Jane Simpson	October 2022	Creation of new policy
2023-01	J Rowlands	October 2023	Addition of access protocols, safeguarding issues identified, charges updated.

# 1. Aims

We aim to:

Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.

Allow the hiring of the premises without using the school's delegated budget to subsidise this

Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school

Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its students

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

Sports hall

Playing fields

School Hall and Stage

### 2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	COST
Sports hall	£25.00 per hour
Playing fields	£25.00 per hour
School Hall and Stage	£25.00 per hour

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

## **4. Application process**

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the School. If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

Invoices will be sent out to the hirer and expected to be paid within 14 days of issue.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

## **5. Terms and conditions of hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall be responsible for all matters related to safeguarding of children and vulnerable adults and, where requested by the school, shall provide a copy of relevant safeguarding policies no less than 10 days before the start date of the licence.
10. In the event of an emergency (e.g. fire, accident, major defect is discovered), safeguarding risk is identified or disclosure is made, or if a health and safety issue or defect is identified or arises, the

Hirer will immediately notify the school representative to inform them of the issue in order that support can be provided, or any issues can be rectified in a timely manner.

11. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
12. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment including key fobs, keys, access codes or other information relating to entry to the site;
  - b. any claim by any third party against the school; and
  - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
13. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
14. Any cancellations by the hirer received with less than 7 days, notice will not be refunded.
15. Any cancellations by the school made with at least 7 days, notice will be refunded.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Mrs J Rowlands, School Business Manager or Mr T Hailwood, Headteacher, as soon as reasonably practicable.

## 7. Accessing the Site and Health and Safety arrangements

The Hirer must make themselves available for an Induction prior to any single letting or series of lettings. Hires cannot commence without that induction.

There will **NOT** be a member of school staff on site at all times, although spot checks may be carried out at any time.

The Hirer is responsible for ensuring that they or any representative is aware of the protocols required to enter the site safely, and must ensure that access to the site is restricted to legitimate and agreed visitors directly related to the Hire agreement – i.e. that the Hirer will not invite other people to use the Site who are not related to the original agreed purpose of the Hire. This includes access by school students where they are not directly involved in the letting.

The Hirer is responsible for health and safety and security of the site and people using the site during the hire, and immediately before and after the hire when entering and leaving the site.

The Hirer's access fob will only work during specific times just prior to and just after the agreed hire period.

This induction will include:

1. How to enter and leave the site ensuring security is maintained - including key codes, location of key fobs and other access arrangements
2. Access to storage and other rooms
3. Maintaining security and safety while onsite
4. What to do in case of an emergency (fire, accident, major health and safety concern arises)
5. What to do if defects or less urgent issues arise (e.g. mess left by previous hirer, missing equipment, small defects)
6. Signing to confirm that the induction has taken place and what information and equipment has been handed over (e.g. door codes, key fobs etc)

The Hire **MUST** contact the nominated representative of the School if an emergency occurs, or if any safeguarding concerns are raised during the period of the Hire.

The Hirer is responsible for the safety and security of the information shared with them in order to access the Site.

In the event of the loss of a Key Fob, Entry Code or Key the following charges will be made, which include administrative costs incurred.

Keys, fobs and codes must be surrendered to the School on request, and may be spot checked to ensure adequate security is in place to safeguard inappropriate use.

If additional cleaning is required, an additional fee will also be charged.

Loss of key fob £50

Loss of key £50

Loss of key code £25

Additional cleaning fee £100

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Sarah-Jane Simpson, Finance and Admin Manager – sarah-jane.simpson@solway.cumbria.sch.uk

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Dates the space won't be used (holidays etc)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
Proof of Public Liability Insurance/Safeguarding Policy/DBS Certificate provided	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [sarah-jane.simpson@solway.cumbria.sch.uk](mailto:sarah-jane.simpson@solway.cumbria.sch.uk) or to the school office at Solway Community School, Liddell Street, Silloth, CA7 4DD. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.



Lettings Induction:

## Solway Community School Sports Hall Induction check list

<b>Opening up Procedure</b>	Use of key safe inc Pin No Use of door fob Un-setting the Alarm system	<b>Tick when done</b>
<b>Use of Hall</b>	Lights Store Cupboards	<b>Tick when done</b>
<b>Heating Controls</b>	How to set Heating Controls	<b>Tick when done</b>
<b>Welfare</b>	Toilets Cleaning	<b>Tick when done</b>
<b>Fire</b>	Preventing Fires In the event of a Fire	<b>Tick when done</b>
<b>Damage and breakages</b>	In the event of Damage and breakages	<b>Tick when done</b>
<b>Security and Safety</b>	Maintaining Security Health and Safety Slips and trips	<b>Tick when done</b>
<b>Closing Procedure</b>	Walk around check Lights and Heating Setting Alarm and key safe.	<b>Tick when done</b>

Name \_\_\_\_\_ Date \_\_\_\_\_

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Organisation/ group Name \_\_\_\_\_

Key Contacts:

Anthony Tatlock 07484 777 359

Jennifer Rowlands 07794 753 510

Sarah-Jane Simpson 07412 688 364

Solway Community School 016973 31234 (to leave a message)