



LETTINGS POLICY

Definition of a Letting

A letting may be defined as *'any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a local branch of 'Weight Watchers')'*. A letting must not interfere with the primary activity of the school/centre, which is to provide a high standard of education for all its pupils.

Use of 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.

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. School safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required. School may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.
3. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance
4. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
5. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
6. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.

7. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
8. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
9. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
10. All hirers must comply with health and safety legislation.
11. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
12. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
13. Smoking is not allowed on the premises in line with school policy.
14. Alcoholic Drinks –
 - a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
 - b. No alcohol is to be stored or retained on the premises when pupils are in school.

Charges are as follows:
(additional costs will apply for more than one room)
Hourly rate £30.00
½ day or evening (2½ hours or more) £55.00
Full day / Saturday: (over 4 hours): £100.00

WHITEGATE NURSERY SCHOOL
APPLICATION FOR USE OF PREMISES

Name of organisation	
Address of Organisation	
Name of Applicant and contact number	
Date and time of required letting	
Period of required letting	
Frequency of required letting	
Reason for letting Please give full details of the reason for the letting as this may be used to determine any benefit to the school and may affect the rate charged.	
Room required	<div>Community Room <input type="checkbox"/></div> <div>Garden areas <input type="checkbox"/></div> <div>Sensory room <input type="checkbox"/></div>
Name of person responsible (including contact No if different from above)	
Equipment required	

- (a) Refreshments (Tea / coffee / water)

YES*	NO
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(delete as appropriate)
- (b) Laptop / Screen / Flipchart

YES*	NO
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(delete as appropriate)
- (c) Table layout – boardroom / U shape
Small groups

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(delete as appropriate)
- (d) Approximate number of people attending:

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(delete as appropriate)
- (e) Will the general public be admitted?

YES*	NO
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(delete as appropriate)
- (f) Do you intend to use/bring into the premises any additional electrical equipment:
(see note 6 below)

YES*	NO
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(delete as appropriate)

*If you answer yes to any of these, please provide further details on a separate sheet

I agree to abide by the centre policy and procedures (ie fire safety and evacuation). I will ensure that the room is left in a clean and tidy state.

Signed **Date**

Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors and/or Lancashire County Council granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for hirers to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further, I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

I/We hereby undertake to provide at my/our own expense during the period hire of any swimming pool suitable and sufficient lifeguard personnel as based on the guidance of the Health and Safety Executive and as detailed in the "Instructions for the Use of Swimming Pools".

Under no circumstances does this letting give the user exclusive possession.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature _____
Designation _____
Date _____

SCHOOL/CENTRE USE ONLY

1 This application for the use of the premises is acceptable to us:

YES	NO
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 (delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO
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 (delete as appropriate)

(b) A chargeable letting at a cost of £..... per hour/session
Plus VAT where applicable

3 Lettings income will be collected by the school

Signed (Headteacher)

In making this request I have been made aware of the conditions attached to the letting and agree to be bound by them.

Signed Date

FOR OFFICE USE ONLY

Date request received	Charge agreed: £	Conditions agreed:
Insurance Cert. received	Caretaker agreed	Letting authorised:
Additional costs:	Bill sent:	Bill Paid:
Paid to L.A:	Checked on FMIS:	