



Matthew 5:42 Give to him who asks you, and from him who wants to borrow from you do not turn away.

South Staffordshire Learning Partnership

Lettings Policy 2024

Lettings Policy

The Finance, Premises, Personnel & Risk Committee (F, P, P, R) endorses the principles of maximising the use of the schools as a community resource and forming working partnerships within the Community and other Community Groups.

Lettings deal with the occupation of the school premises outside normal hours whilst ensuring that such use does not impair the efficiency of these facilities for normal school use.

There will be an annual review of lettings charges each year.

Requests for lettings must be approved by the FPPR Committee. In practice this function will be delegated to the Director of Business & Finance in charge of Site and Buildings.

All lettings must meet with the Conditions of Use and all Health and Safety requirements as detailed in this policy.

Criteria:

Directed lettings to be agreed in advance following consultation with the Director of Business & Finance and the Headteacher of each school.

Other lettings will consist of school use, community use and private lettings. For partnership school use there will be no charge. Community and Private lettings will be as in the published scale of fees.

Schools included in this Partnership Policy include: Codsall Community High School, Bilbrook CofE Middle School, Perton Middle School, St.Chad's Cof E First School and Lane Green First School.

Hiring of School Premises - Conditions of Use

General Conditions

1. The hirer, who must be over the age of 18 years, must sign the application form, and will be referred to throughout the document as the "Hirer".
2. Payment for hire must be not later than 14 days prior to the date of proposed use, remittances to be sent to the school. In the case of football lettings, this can be paid on a monthly basis when fixtures are known.
3. The hirer must ensure that functions are run in an orderly manner. School equipment may not be used without prior arrangement. The telephone may only be used in emergencies.
4. The hirer shall be entitled to cancel the proposed letting and the school will return any appropriate fees paid if written notice is received by the school at least seven days prior to the proposed date of letting. If written notice is received by the school less than seven days prior to the proposed date the letting fee shall not be refunded. If the Governors cancel any letting the fee shall be refunded.
5. The School Governing Body reserves the right to:
 - a) cancel the letting at any time without reason and, in such event, shall not be liable for damages of otherwise in respect of such cancellation;
 - b) revise charges;
 - c) cease the letting if the hirer fails to comply with the fire and health and safety regulations.
6. Authorised Officers of the Local Education Authority or Governing Body may enter the premises at any time for any reason during the period of letting.
7. The hirer shall not assign or sublet the premises or any part of the premises.

Copyright and Performing Rights: Permission shall not be granted for the use of an education establishment for the production of plays or music unless the promoters have given proof either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be. The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a license so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licenses have been obtained must be supplied to the school one week before the letting.

8. **Gaming:** No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court

during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

9. No intoxicating liquor shall be included in the refreshments available at any function held on educational premises without written consent; the hirer shall previously obtain any necessary licenses and approvals which shall be produced to the headteacher prior to the date of hire. No additional staging, curtaining or scenery may be erected without the previous consent in writing from the Governing Body.
10. Access is restricted to the hired area and any toilets facilities, entrances, exits and corridors as directed. The hirer is responsible for the area of premises hired for the period of the hire.
11. When classrooms are hired for use the hirer will be responsible for ensuring the pupils' property, work and school equipment is not interfered with in any way.
12. When you specify the time required on the application form, please include the preparation time and clearing up time you require. Premises must be left in a clean, neat and tidy condition.
13. Announcement of meetings or any form of advertising of forthcoming events taking place in educational premises may only be displayed by agreement with the Governing Body.

Health and Safety / Safeguarding

14. The Governors will require the hirer to provide appropriate safeguarding policies and written confirmation that all adults involved in work with children and vulnerable adults have undergone appropriate Disclosure and Barring Service clearance.
15. There will be NO SMOKING on school premises, this also includes the school grounds.

Any limitation on the number of persons admitted, imposed by the Licensing Authority or the Governing Body must be complied with.
16. No adaptations, modifications or additions may be made to any part of the electrical installations without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions of the Governing Body and shall be re-instated at the expense of the hirer to the Governing Body's satisfaction. Any electrical appliances brought on to the site for use during any letting must be tested by the Site Manager, for which an additional charge may be levied.
17. Permission to use the premises will not be granted, if in the opinion of the Governing Body it is likely that the occupation would create unreasonable disturbance or inconvenience to residents in the neighbourhood or interferes with any existing occupation or with school activities.
18. The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
19. Outside school hours, first aid provision is not available. The hirer must provide their own first aid arrangements.
20. If the hirer or persons on site attending a function enter areas of the school not hired to them and set off the alarm system, the cost of re-setting the alarm will be sought from the Hirer.

21. The hirer will be responsible for ensuring all participants are familiarised with the school Fire Evacuation Procedure. The Hirer will be responsible for maintaining clear fire exits and access to firefighting equipment.

Additional

22. Where permission has been granted to enable the premises to be used for the purpose of a youth organisation, no member of that organisation may enter the premises unless the hirer is present on the premises. Members of the organisation may remain on the premises only as long as the hirer is present.

23. Chairs and furniture may not be removed from classrooms or other rooms without permission. Chairs must not be removed from the school premises for use on playing fields or playgrounds unless prior approval has been obtained. It is the hirers responsibility to clear up after use and ensure the premises are left in a state fit for normal daily use.

24. Technology rooms, science laboratories and other specialist rooms are not normally available for use by the general public and any such use will only be granted in exceptional circumstances at the discretion of the Governing Body who will ensure that such use, when granted, does not impair the efficiency of these rooms for their normal purposes.

25. The use of school facilities, such as audio-visual equipment, computer equipment etc., is not allowed unless approved by the Governing Body.

26. Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

27. The Governing Body must be advised if food will be brought onto the premises.

28. Access to the kitchen will not be allowed unless permission has been obtained from the Partnership Business Director.

29. The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises. Such parking will not be permitted on the school drive where it would impede the easy passage of emergency services.

30. Neither the Governing Board nor the LEA will accept responsibility for loss or damage to personal property left on the school premises.

31. The school building must not be left unattended. Should a letting end earlier than planned the hirer must telephone the appointed key holder for the event and wait for their arrival.

Emergency Procedures:

Prior to all lettings, the hirer must meet with the Buildings Manager to complete a 'hazard exchange form' In this meeting, the arrangements for the letting will be discussed including the following:

- Evacuation procedures and assembly areas
- Fire procedures
- Vehicle access and parking
- Reporting accidents
- Site and buildings security
- Use of school facilities including toilets and rest areas
- Storage arrangements

- Waste disposal
- Expected levels of housekeeping

Insurance:

The hirer shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises.

The hirer shall be responsible for reading the County's information regarding public liability insurance and ensuring the correct cover for the letting where required.

The hirer must indicate on the lettings form if they are to use their own or the County Councils' Insurance policy. If the hirer is using their own insurance; a copy of this must be provided with the completed lettings form.

INSURANCE ARRANGEMENTS

The Authority has negotiated a special insurance policy which obviates the need for some individuals, and some organisations to obtain separate third-party liability insurance cover which, for certain groups of hirers, may be expensive, relative to their limited finances. The Council's insurers insist that this Policy is now based on their standard policy wording and that for the policy to operate, schools must enter into a formal Lettings Agreement with all hirers of school premises. The Agreement must be based on the attached lettings agreement and must incorporate the Conditions of Use.

In order to comply with the County Council's insurer's requirements schools must ensure that:

1. that there is a lettings policy in place;
2. that all lettings are subject to a formal agreement between the hirer and the school;
3. that hirers have read and understood the Conditions of Use, and have signed the letting agreement to confirm their acceptance of the Conditions;
4. that schools have devised their own documentation that they include, as a minimum, the provisions in the Conditions of Use.

It is important that both schools and hirers understand when the Third-Party Hirer's Policy will apply and when hirers will need to provide their own public liability cover. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotions
- (c) commercial or business use
- (d) hire of playing fields UNLESS as part of a hiring for the school buildings. Where only the playing fields are hired separately, public liability insurance must be in place to protect any legal liability attaching to the hirer.

The policy only applies whilst the individual/organisation is using Council premises.

Where individual's / organisations activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £5,000,000.

The lettings agreement Application for hire of school requires hirers to confirm either that their activities fall under the County Council's third-party Hirer's Policy or that they will provide their own cover. Schools must ensure that it is clear which alternatives applies to each letting.

The Third-Party Hirer's Insurance Policy - Summary of Cover should be shown to all prospective hirer's to determine whether or not they can take advantage of the County Council's Policy. When an application for the letting of a school is approved the hirer is required to sign the Agreement to confirm that they will abide by the Conditions of Use and that they understand the public liability insurance position.

INSURANCE

THIRD PARTY HIRER'S INSURANCE POLICY - SUMMARY OF COVER

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover is set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Staffordshire County Council.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for: -

- (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
 - (b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
 - (c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.
- occurring during the period of insurance arising out of the activities of the Hirer at the premises,

5. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotion
- (c) commercial or business use

6. The limit of indemnity under the policy is currently £5,000,000

7. The policy **only** applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

LETTINGS - APPLICATION FORM FOR BOOKING 2023 / 2024

Organisation: _____

Team Name & Age Group: _____

Purpose of Letting: _____

Name of Hirer: _____

Address of Hirer: _____

_____ Post Code: _____

Home Telephone Number: _____ Mobile Number: _____

Email: _____

Invoice Address (if different to above): _____

_____ Post Code: _____

I request permission to hire the facilities at South Staffs Learning Partnership of Schools as specified below. I agree to abide by the rules/conditions of hire as printed in this documentation.

Name of Partnership School to be hired: _____

Signed: _____ Date _____

Print Name: _____ Date _____

Safety/Expectations:

- It is the Hirer's responsibility to ensure that all players and spectators associated with their team, and those of their opponents at each match, are advised of the terms and conditions. Failure to adhere to any point may lead to the cancellation of the booking.
- The School may cancel or refuse a booking without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use.
- Smoking is not permitted anywhere on the grounds.
- The changing facilities must be left in a reasonable state of tidiness. All football boots must be removed before entering them.
- Failure to leave the changing rooms and/or toilets in an acceptable state will lead to a charge being levied for extra cleaning costs.
- All players/spectators must behave in a responsible manner to avoid disturbance to local residents.
- Dogs are not allowed on the site except for guide dogs.

All payments are expected to be made in advance of the hire.

Lettings Approved by: _____ Date _____

I wish to hire the following facilities:

Area to be Hired	✓ if required and name of School	Cost £	Additional Equipment	Dates and Times of Hire:
Football Pitch (1) per match		£32.00		
Football Pitch (2) per match		£32.00		
Football Pitch – Junior Small Sided Matches (3) per match		£15.00		
Training Session (per hour) (Pitch 2 Only)		£15.00		
Outdoor Changing Rooms Per match		£18.00		
Main Hall (per hour)		£28.00		
Main Hall (after 4 hours hire)		£15.00		
Dining Hall (per hour)		£25.00		
Dining Hall (after 4 hours hire)		£15.00		
Classroom (per hour)		£16.00		
Classroom (after 4 hours hire)		£10.00		
Training Room (per hour)		£22.00		
Training Room (after 4 hours hire)		£10.00		
Computer Suite (per hour)		£20.00		
Dance Studio (per hour)		£25.00		
Swimming Pool (per hour including changing)		£35.00		
Sports hall (per hour)		£28.00		

Please note: if the caretaker is not on duty an additional charge will be applied to cover their hourly rate and time required on site, this will be costed at the time of hire.

Conditions of Hire

1. Safeguarding & Qualifications

- Hirers who run activities involving children and young people using paid employees and volunteers are required to declare they have a child protection policy in place and that they update the employees/volunteers DBS check on a regular basis
- If the hirer involves children or vulnerable adults please confirm that you, and any other adults involved in the activity, have been properly vetted in accordance with “safer recruitment guidance” procedures.
- You will need to supply on the table below DBS clearance details of all the adults working with you and the name of the nominated Child Protection Officer working with you.
- If the hire requires coaching qualifications, please confirm in the table that you, the hirer and any other adults involved in the activity have appropriate qualifications for the activity you are running.

Child Protection Policy in Place:
YES ☐ NO ☐
(Please ✓ as appropriate)

Name of Adult involved in the Activity	DBS Number	Date of DBS Clearance	Qualifications Held Yes/No

1. Insurance

- It is the hirers responsibility to ensure Public Liability Insurance has been arranged in the name of the individual/organisation hiring the premises for a limit if indemnity of at least £5,000,000.
- A copy of the valid insurance certificate must be returned with the booking form.

The Authority has negotiated a special insurance policy which obviates the need for some individuals, and some organisations to obtain separate third party liability insurance cover which, for certain groups of hirers, may be expensive, relative to their limited finances. The Council's insurer's insist that this Policy is now based on their standard policy wording and that for the policy to operate, schools must enter into a formal Lettings Agreement with all hirers of school premises. The Agreement must be based on the attached lettings agreement and must incorporate the Conditions of Use.

The policy will not apply in respect of the use of the premises for the following:

- (a) Meetings organised by political parties.
 - (b) Professional entertainment promotions.
 - (c) Commercial or business use.
 - (d) Hire of playing fields UNLESS as part of a hiring for the school buildings.
- Where only the playing fields are hired separately, public liability insurance must be in place to protect any legal liability attaching to the hirer.
- The policy only applies whilst the individual/organisation is using Council premises. A full risk assessment for the activity must be signed and attached to this booking form to cover the insurance legislation.
- Where individual's / organisations activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £5,000,000.

**Please indicate if you are using your own insurance or the County Council's
Please ✓ which is appropriate.**

Own ☐

Council ☐

This letting is agreed on behalf of the Governing Body of the partnership. Please forward a cheque payable to which ever school is applicable – "Codsall Community High School", "Bilbrook Middle School", "Lane Green First School", "ST Chads First School" or "Perton Middle School" to reach the school not later than 14 days prior to use.

Total amount due: £ _____

Signed: _____
(On behalf of the Governing Body)

Date: _____

I agree to abide by the Conditions of Use specified.

Print Name: _____

Signed: _____ Date _____

