

# The Friary School

## LETTINGS POLICY

### Introduction

The school regards its buildings and grounds as a community asset and makes every reasonable effort to enable them to be used as much as possible.



However, the overriding aim of the school is to provide the best possible education for our students. Consequently, any lettings of the premises will be considered with this in mind.

### Definition of Letting

A letting may be defined as “any use of the school buildings or grounds by parties other than the school and our partners. This may be a community group (such as local music group or football team) or commercial organisation (such as sports provider or a local branch of ‘Weight Watchers’)”.

### Types of Letting

The legal agreement to be used is affected by the nature of the letting. Our school will determine which of the below is the most appropriate agreement given the circumstances:

#### Letting Contract

This will be used for the majority of lettings except where conditions for a Licence to Occupy or Lease apply (see below).

#### Licence to Occupy

This will be for agreements where the hiring organisation will be granted sole use of the facility for more than 8 hours per week, on a regular basis, during term time, over a period of 12 months or more, and where the school maintains the right to use the facility when not occupied by the hiring organisation.

#### Lease

This will be for agreements where the hiring organisation will be granted sole use of the facility for the duration of the agreement; Eg - renting our theatre, a private counsellor (not linked to the school) renting a room in the school, etc.

All hirer agreements will require the approval of the School Finance Manager.

All income from lettings will be paid to the school and will be treated as unrestricted funds.

### Practical Arrangements

To ensure that the letting remains compatible with the school’s needs the following conditions form an essential aspect of the lettings policy:

- The duration of the letting shall fall within a timeframe that is acceptable to the school
- Access to the building is not normally available before 5.30pm on school days nor beyond 10.00pm at night.

## **Applications**

All correspondence and applications for the hire must be made directly to the school via Jacqui Archer, the School Finance Manager, via [lettings@friaryschool.co.uk](mailto:lettings@friaryschool.co.uk).

All applications are subject to approval.

No letting will be regarded as booked until an appropriate application form has been completed, along with a hire agreement signed by both parties.

A letter confirming the agreement will be sent to the hirer, along with copies of the Letting Agreement as confirmation of the booking.

The hirer is expected to contact the school to make arrangements to finalise the specific requirements of the letting.

This will involve a site visit to complete the Hazard Exchange Information Form and the Letting Induction Check-List. Please see Appendix 3 & 4.

## **Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed.

The hirer will be responsible for the payment of fees in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

The hire agreement is personal to the hirer and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the hirer.

## **Fees & Charges**

The school is responsible for setting charges for the letting of the school premises.

The scale of charges will be reviewed regularly and details of charges will be provided in advance of any letting arranged.

For the purpose of charging, the school will determine which category any particular individual, organisation or group belongs and whether any discounts or subsidies can be provided.

The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour.

The school reserves the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) and against the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting.

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the school.

## **Duration of the Letting**

The school shall determine in advance the duration of a letting.

## **Cancelling of Hiring**

The school reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the school considers it necessary for any cause outside their control.

## **Hired Area**

Access is strictly restricted to the hired area and to any toilet facilities, entrances, exits and corridors as directed by school.

School staff reserve the right to enter the hired area at all times on producing evidence of their identity.

## **Hired School Equipment**

Apparatus, furniture or equipment belonging to the school shall only be used for its proper purposes, when booked in advance, whilst hirer's own equipment should only be used with prior consent.

An overnight storage facility for hirer's own equipment may be made available by the school though this will depend on capacity. Events that would involve hirers' stage equipment and scenery remaining in place over a number of days cannot normally be accommodated during term time.

## **Care of School Premises**

The hirer is responsible for everyone who is on the school premises for the activities they are organising and, generally, for everyone who comes onto the school premises which are under the hirer's control at the stated times.

The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or to be suspended from any part of the school premises. No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture and fittings. The hirer shall ensure that no persons using the permitted area use footwear or other equipment which may damage the floor surfaces, building or facilities.

## **Intoxicating Liquor**

Intoxicating liquor shall not be brought into or consumed at the school without the prior consent of the school. Consent will only be given where the hirer complies with the Licensing Laws and provides evidence of such to the school.

## **Smoking & Vaping**

There shall be no smoking or vaping on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

## **Public Entertainment & Other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the school all formalities in connection with the use of the premises for that purpose.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the by-laws of the Local Authority and all necessary regulations are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for:

- all safety requirements and recommendations of any licensing authority are complied with
- any limitation on the number of persons admitted imposed by the school are complied with
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises

## **Copyright & Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer fails to do so then any permission previously granted by the school to use the premises shall be immediately cancelled. The school shall have the right to recover fees, charges or any other payments referred to in these regulations.

The hirer shall indemnify the school 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 licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG.

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

## **Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41.

A copy of these conditions is available from the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents whether or not they have availed themselves of the opportunity of inspection.

## **Use of Equipment**

The hire area does not include the use of any equipment except where specifically agreed and will be subject to any fees deemed appropriate by the school.

School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's premises are under the hirer's control.

Any loss, damage or breakage must be reported as soon as practical to the school

The school will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

## **Insurance**

The hirer shall be responsible for reimbursing the full cost of any damage caused by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability in 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), in connection with the use of the premises unless due to the negligence of the school.

The hirer must indemnify the school in the minimum sum of £5,000,000 against all public liabilities and evidence must be provided before the letting takes place.

The Public Liability Insurance must be taken out in the name of the hirer/organisation and not in the name of an individual. If the hirer cannot provide evidence of adequate cover the hire will not be permitted.

## **Parking Vehicles**

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles onto the premises do so at their own risk.

Equally, they must accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not.

## **Use of Playing Fields**

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.

It is expected that suitable footwear must be worn at all times.

## **Use of Sports Hall, Dance Studio & Synthetic Pitch**

Any hire of the sports hall, dance studio or the synthetic pitch must be attributed to a named hirer who then takes on the responsibility for fulfilling the conditions of the hire.

Any hiring must be made on a termly basis and charges should be paid in advance.

CCTV is installed in the school facilities to monitor lettings.

Any school equipment put out by hirers must be removed at the end of the hire period and put back in the community store cupboard.

School permission must have been given for hirers to store their equipment in the community store cupboard.

The hirer is responsible for closing any windows or doors that they open.

All hirers must have left the sports facility building and site by 9.45pm. This will also require the closing of doors and the locking of pedestrian gates in readiness for the building being locked up for the night.

Any late departures resulting in call outs or alarm activations will be charged a one-off fee of £50.

During exam periods in the summer (typically 4-5 weeks) the sports hire will not be available for hire. The hirer will be advised of any other exam periods prior to any letting agreement.

Failure of any hirer in abiding by the above conditions may result in the cancellation of a letting.

## **Health & Safety**

Hirers of the school premises are required to give due attention to their own Health & Safety and to the Health & Safety of others.

In case of accident or emergency, please contact the Emergency Call-Out on 07903 620142.

Prior to the letting taking place it is important that the hirer is aware of the following Health & Safety arrangements

- It is the responsibility of the hirer to make their own arrangements for the provision of First Aid facilities
- It is the responsibility of the hirer to familiarise themselves with emergency exit routes which are signed throughout the school building

The hire of any specialist equipment in the school, if permitted under the letting arrangements, may only be used by an adult in the following circumstances:

- If prior approval has been given by the school (via the letting arrangement)
- If he / she has been appropriately trained, or is able to demonstrate to the school prior knowledge, understanding and competence in its use
- After making a visual safety check of plugs and connections
- Once the appropriate equipment hire fee has been paid

Equipment brought into school may only be used in the following circumstances:

- If prior approval has been given by the School Finance Manager
- If he / she can confirm that it meets the appropriate safety standard and that its condition has been thoroughly checked in line with the regulations governing the periodic testing of portable electrical appliances
- If he / she can demonstrate competency in its use
- After making a visual safety check of plugs and connections

## **Safeguarding and DBS Checks**

As part of the school's commitment to Keeping Children Safe in Education (Sept 2023), the hirer must have appropriate safeguarding and child protection policies and procedures in place. These must be made available for inspection.

The school requires details of DBS numbers, dates and level of DBS in place including barred lists.

The school must be made aware of any safeguarding allegations regardless of whether or not the children who attend these activities are on the school roll.

Failure to comply with this requirement would lead to termination of the agreement.

## **Miscellaneous**

The school kitchen and kitchens are not normally available for hire.

The hirer shall not sub-let the school facilities to any third party.

The cost of hire can be obtained by the school office with the following factors determining the cost:

- Area of school to be hired
- Length of hire agreement

- Any direct costs associated with the hire; Eg - heating, lighting, power, cleaning, caretaking, wear and tear, equipment used, etc

<b>Reviewed By</b>	Full Governors	<b>Implementation Date</b>	Jan 2024	<b>Review Date</b>	Jan 2026
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# APPENDIX ONE - APPLICATION FOR HIRE OF FRIARY SCHOOL PREMISES

This form should be returned to Jacqui Archer, Finance Manager Friary School, and contact can be made via [lettings@friaryschool.co.uk](mailto:lettings@friaryschool.co.uk):

## CONTACT DETAILS

<b>Name of Organisation</b>	
<b>Name of Contact</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	

## LETTING DETAILS

<b>Purpose of Letting</b>	
<b>Date / Days of Use</b>	
<b>Times of Use</b>	
<b>Rooms / Areas Required</b>	
<b>Equipment Required</b>	
<b>Maximum Number &amp; Age of Participants</b>	
<b>Number of Supervising Adults</b>	
<b>Relevant Qualifications of Supervising Adults</b>	

## SAFEGUARDING DOCUMENTATION

The hirer must provide (where appropriate) the following Safeguarding documentation:

<b>Safeguarding &amp; Child Protection Policies</b>	
<b>DBS Number &amp; Date</b>	
<b>DBS Barred List Check</b>	



## DECLARATION BY HIRER

I hereby make application for the hire of the accommodation, facilities and equipment stated above and agree to abide by the Conditions of Use.

<b>Signature of Applicant</b>	
<b>Name of Applicant</b>	
<b>Date</b>	
<b>Rooms / Areas Required</b>	

NB - The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

# APPENDIX 2 - AGREEMENT FOR THE USE OF SCHOOL PREMISES

**AN AGREEMENT** made..... (date) between

..... (Friary School) and

..... (Name of hirer/organisation)

**IN CONSIDERATION** of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:

- payment being made in full at least one week/month/term (delete as applicable) prior to the letting(s) taking place.
- the person in charge of your activity being shown the fire escape routes before the start of the letting.
- agree to make arrangements with the school to visit the site and complete a site checklist and hazard exchange form at least one week before the date of the hire.
- Public Liability insurance has been arranged for at least £5,000,000 in the name of the hirer/organisation.
- The Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

## THE SCHEDULE

Area Hired / Additional Facilities & Equipment	Dates and Times of Hire	Cost of Hire

## THE FRIARY SCHOOL

Signature of Applicant	
Name of Applicant	
Date	

## THE HIRER

Signature of Applicant	
Name of Applicant	
Date	

NB - Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.

## APPENDIX THREE - HAZARD EXCHANGE INFORMATION FOR LETTINGS AT THE FRIARY SCHOOL

<b>Details of letting; Eg - Badminton, et</b>	
<b>Contact Name</b>	
<b>Contact Telephone</b>	

### SECTION ONE - PREMISES HAZARDS

The School Finance Manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

<b>Hazards Identified &amp; Notified to those Letting the Premises</b>	<b>Details / Location &amp; Control Measures to be Taken</b>

*\* Add more rows if required*

### SECTION TWO - LETTING ACTIVITY HAZARD

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

<b>Hazards Identified &amp; Notified to those Letting</b>	<b>Details / Location &amp; Control Measures to be Taken</b>

### SECTION THREE - SITE ARRANGEMENTS

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the Finance Manager and the person / group letting the building will be required to exchange written risk assessments.

<b>Signature of Finance Manager</b>	
<b>Signature of Hirer</b>	
<b>Date</b>	

## APPENDIX FOUR - LETTINGS INDUCTION CHECK-LIST

<b>Name of Hirer</b>	
<b>Date(s) of Booking</b>	
<b>Finance Manager</b>	

### Pre-Hiring

<b>Question</b>	<b>Y/N</b>	<b>Initials</b>	<b>Date</b>
Has the client provided evidence of their current public liability insurance ?	Y/N		
Is the client provided all necessary information to the school outlining the details of their booking ?	Y/N		
Has the client proved evidence of appropriate policies and procedures to ensure safeguarding and child protection ?	Y/N		

### General

<b>Question</b>	<b>Y/N</b>	<b>Initials</b>	<b>Date</b>
Has the School Finance Manager provided a contact number for the client for use in an emergency ?	Y/N		
Is the hirer aware that any electrical equipment owned and used on site by the client must be PAT ?	Y/N		

### Fire

<b>Question</b>	<b>Y/N</b>	<b>Initials</b>	<b>Date</b>
Has the school provided a walk-through of the fire evacuation routes and assembly points ?	Y/N		
Is the client aware of the location of the nearest call points and fire extinguishers ?	Y/N		
Is the client aware of their responsibility to take a register of attendees in the event of fire ?	Y/N		

## Security

Question	Y/N	Initials	Date
Has the client been made aware that no other parts of the building are accessible to them apart from the room(s) they have hired ?	Y/N		
Is the client and their attendees aware that they must not arrive earlier than 30 minutes before the start of the booking ?	Y/N		
Is the client and their attendees aware they must not attempt to gain access to any other areas of the building not specified in the hazard exchange form ?	Y/N		

## School Grounds & Car Parking

Question	Y/N	Initials	Date
Is the client and their attendees aware that the school shall provide external lighting to car parks during winter months ?	Y/N		
Is the client and their attendees aware that the school shall only provide clearing of snow from footpaths during snowfall during the normal school day ?	Y/N		
Is the client and their attendees aware that they must not park on the school site except when attending the clients' classes/events ?	Y/N		
Is the client and their attendees aware that they must not park outside of marked bays or in a way that may cause obstruction ?	Y/N		
Is the client and their attendees aware that they all vehicles parked at the school do so at their own risk. (The school does not accept any responsibility for theft or damage caused to vehicles on the site)	Y/N		

## Room Management

Question	Y/N	Initials	Date
Is the client and their attendees aware that they are responsible for returning the room hired back to its original layout and in good condition ?	Y/N		
Is the client and their attendees aware that they must not store any items at the school unless by prior arrangement ?	Y/N		
Is the client and their attendees aware that any chemicals used by the client (Eg - paint and white spirit in an Art class) must have a COSHH Form in place ? (No chemicals should be flushed down sinks or left in the room under any circumstances)	Y/N		

Is the client and their attendees aware that school electrical equipment must not be used (including computers) without prior arrangement ?	Y/N		
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**THE HIRER**

I have received an induction and agree to abide to the school's procedures in relation to my letting.

I understand that the school retains the authority to make changes to letting arrangements where they deem appropriate.

<b>Signature of Applicant</b>	
<b>Name of Applicant</b>	
<b>Date</b>	

**THE FRIARY SCHOOL**

I can confirm the hirer has been inducted into the requirements necessary to hire our facilities.

<b>Signature of Applicant</b>	
<b>Name of Applicant</b>	
<b>Date</b>	