



Schools for Every Child



WPS Lettings Policy

Shared Moral rooting- The driving force that gives ethical and moral validity to the organisation. A higher purpose that can be relied upon to drive the organisation. A rooting is long lasting and outlives the wishes of one individual or another.

[UNICEF rights of child](#)

Shared Values- Actions and things we do day to day; we live our values to get to our vision:

- **Altruistic-** Doing good things whenever, however and to whoever you can
- **Pioneering-** striving to discover new things and exceed expectations
- **Ethical-** Making conscious decisions to be kind and fair

Shared Vision- an aspiration for the future. This holds the different parts of the organisation together. The shared vision is something each part works towards, in its own way. Specific enough that it stands you apart from others in the same field.

Nurturing Brilliance, Guiding Exploration, Cultivating Respect- a committed journey to put every learner's individuality, curiosity, and dignity at the forefront of the world that awaits.

Wyburns Primary School is a Rights Respecting School. Our policies are underpinned by the UNCRC.

UNICEF Article 28(right to an education)

- *Every child has a right to an education. Children's human dignity. Wealthy countries must help poorer countries achieve this. Article 29(goals of education)Education must develop every child's personality, talents and abilities to the full. It must encourage the child's respect for human rights, as well as respect for their parents, their own and other cultures, and the environment.*

	Date	Approved
Created	January 2018	Trustees
Reviewed	Aut 2020/ Sum 23/ Sum 24	LSB

LETTINGS

This policy applies to all persons seeking a commercial or community let.

RESPONSIBILITIES

The responsibility of the School Office to manage the application of the lettings policy.
 Responsibility of the Office Manager to follow administration procedure.
 Responsibility of the Finance and Risk Committee to monitor and suggest rates.

REFERENCES

Booking form.
 Conditions of Hire of School Premises and Playing Fields (Inc Kitchen)
 Risk Assessment signed by hirer.

PROCEDURE

1.Pre-Hire.

- 1.1.Hirer must approach School Leader or Office Manager with request.
- 1.2.Availability of premises is checked with the Site Manager.
- 1.3.Hirer completes booking form and returns to Office Manager with the signed Risk Assessment.
- 1.4.Copies of Conditions of Hire of School of Playing Fields, and Premises given to Hirer.
- 1.5.Risk assessment completed and signed by hirer and a copy held with the booking form.
- 1.6.Invoice processed on Corero system and sent to the hirer with a 30 day pay period.
- 1.7.If keys are required then they are issued by the Site Manager.
- 1.8.To comply with financial regulations, long term lets must provide a copy of their insurance. If the hire also involves children, they must also provide a copy of their Child Protection Policy.
- 1.9.A single occasion hire deposit is required of £100 for hall hire. E.g. Children's Party.
- 1.10.Single occasion hire for adult events that wish to serve alcohol requires a written request to Governors that must be approved before the event. The deposit is increased to £250.

2.During Hire.

- 2.1.Should any emergency occur or problem arise the designated contact for the school must be contacted. This person should be established at the point of hire.

3.Post Hire.

- 3.1.The location is left in the state it was given.
- 3.2.The location is checked and any damages noted.
- 3.3.An invoice is raised for any damage.
- 3.4.All deposits to be returned to the hirer once the site manager has agreed that no damage has been incurred.

4.Long Term Hire.

- 4.1.Rental agreements are reviewed annually.

Contents

1. Aims and scope

5

2. Areas available for hire	5
3. Charging rates and principles	6
4. Application process	6
5. Terms and conditions of hire	6
6. Safeguarding	8
7. Monitoring arrangements	8
Appendix 1: Hire request form	8
Appendix 2: Confirmation of licence template letter	10

1. Aims and scope

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 pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Playing fields/ toilets
- School hall / toilets

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Playing fields/ Toilets		£25 ph
Hall/ toilets		£25 ph

AREA	CAPACITY	COST
Charitable organisations		£ 20 ph

3.. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are currently limited. 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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

We reserve the right to cancel any agreed hiring/ close the site or relevant part of the site immediately on the grounds of any concerns in connection with public health and/or public policy, which should assist in the event that the School needs to shut following Covid-19.

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 2 days notice.

3.3 Review

The revenue raised from hiring out will be reviewed by the responsible person 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 our School Business Officer.

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 their public liability insurance.

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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

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, GDPR and Safeguarding and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 5 days before the start date of the licence.
10. 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.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - 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
12. 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.
13. Any cancellations by the school made with at least 2 days notice will be refunded.
14. Any cancellations by the hirer received with less than 2 days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will clean all areas used, in line with COVID regulations.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the 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 licences 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 they are running. This includes a risk assessment for COVID-19.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.

25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. 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.
28. The Hirer will leave the premises as found; including cleaning/ sweeping the hall/ toilets.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

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.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the Local School Board.

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 our Business Officer- admin@wyburns.org

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)	
Number of expected participants in the activity Please note: these numbers must adhere to latest government guidance on social distancing	
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	

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

I agree to provide the School/MAT with a copy of our Safeguarding procedures (if applicable) and will liaise with the School/MAT on these matters where appropriate.

I am over 18.

Name _____ Date _____

Signature _____

Please return this form via email to admin@wyburns.org. 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.

Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to support with any issues.

Kind regards,
[staff member]