



Policy title:	Lettings Policy
Implementation date	01.04.2024
Last reviewed:	March 2024
Next review:	March 2025
Responsible committee:	F&GP

# **Gotham Primary School Lettings Policy**

This policy attempts to provide a framework for our lettings which is acceptable in all these areas and fulfils our legal obligations.

We do, however, have a statutory duty and financial responsibility to consider, as well, premises regulations for the school building.

Our values underpin everything we do as a school. We aim for our school to be a happy, safe and inclusive place where good behaviour is expected. In reviewing and developing this policy due regard to matters of equality have been considered at the outset.

## **Introduction**

Lettings can be defined as the use of school premises outside of the normal school day, or the use of parts of the premises not otherwise required by the school during the school day. At Gotham Primary School the Hall, together with its associated room and the field may be available for hire by outside bodies at times when not normally required by the school. The classrooms and the kitchen facilities will only be available for hire by special arrangement.

## **Legal Framework**

Education (No.2) Act 1986, Education Reform Act 1988.

## **Responsibilities**

Our School building is a Notts County Council maintained building and is available for letting according to the terms and conditions of this policy. The school is responsible for any lettings.

### **1. Accommodation**

The school can offer the following accommodation for hire:

- Hall
- Playgrounds/field
- Classrooms
- Toilet facilities

### **2. Equipment (free of charge)**

- Hall Screen & PC
- Tables + chairs
- Stereo equipment (in the hall)

These items must be used according to the terms and conditions of hire. Strict safety must be observed in the use of all electrical equipment.

Furniture and school equipment must not be removed from the school premises.

### **3. Refreshments**

- Tea, coffee and biscuits supplied

These are provided by the school at a charge per head (see appendix 1 for current prices).

### **4. Use of premises, Categories, Order of Priority & Charges**

#### **School Use of Premises**

School use of premises includes any activity initiated by the school. Such activities are those which relate to statutory educational provision and other school-originated activities such as concerts, fundraising events, Governors meetings, parents meetings, staff meetings and pupil meetings.

No lettings fee will be charged for school use activities. All costs will be met from the school budget.

#### **Use of School Premises by the Local Authority**

If the Education Authority seeks to make use of school premises as venues for INSET events, Head Teacher briefings, Support Service meetings, Governor Training events and such like, the Governors have the power to charge an appropriate lettings fee for the use of their premises. This will be at the community rate.

#### **Long Term Lettings**

Long term lettings are subject to approval by the Headteacher and Governing Body in the first instance. Upon approval a licence must be drawn up by, and entered into, with Nottinghamshire County Council. This is a legally binding document (legal fees to be paid for by the hirer) and terms and conditions of the letting will be specified. An operational Management Agreement will also be drawn up between the hirer and Gotham Primary School

The following categories and order of priority are authorised by the Head and Governing Body and are detailed below.

1. Council Lettings – (Inc Gov Services & Parish Council)
2. Community use – for events organised by members of the local community for members of the local community where there is no intention to make a profit for any private individual or company, e.g. Scout Troop, Women's Institute, Parish Meeting.
3. Use of the school field – for example by a club that runs activities for pupils within our school for a charge e.g. Didi-rugby after-school club.

4. Pre-school Playgroup who are long-term lets and have lease agreements.
5. Wraparound Provision who are long term lets and have lease agreement.
6. Fund Raising by registered Charities
7. Use of premises for educational purposes, external to the school day which benefit our children but are charged; e.g. Piano tuition, Mad Science club, Spaghetti Maths
8. Peripatetic Music lessons undertaken during the school day (8.55-3.30) with prior agreement of the HT

All enquires that do not fit into any category above will be looked at individually

The hire of our school premises is on the strict understanding that any individuals or organisation using them will not carry out any activity which undermines British values.

A written undertaking to assure us of the hirer's good intentions will be issued for signing when an application for a letting is made.

Should we subsequently become aware that any of our facilities are being used for any extremist activity we will:-

- A) reject/terminate the letting application
- B) alert the appropriate agency should we become aware of any extremist activity

Schools are not permitted to subsidise non-school activities out of their school budget and so school lettings must be self-financing.

Lettings are available:

Monday – Friday 3.45 – 5.30pm for community lettings

Monday- Friday 3.30-5.30pm for educational purposes, external to the school day which benefit our children but are charged; e.g. Forest Schools After School Club

Wraparound provision 7.30-9.00am & 3.30-5.30pm

### **See Appendix 1 for charges**

The Governing Body reserves the right to adjust the hiring charge:

- To cover any increase in hiring charges which may occur if an application covers a series of lettings over an extended period; and
- To cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
- To cover services provided which are not included in the letting charge

## **5. Application**

All applications must be made on form CC110 (with the exception of Long Term Lettings). The form will be signed by the Head Teacher, who will certify that the accommodation is available and the nominated key holder has been notified. A duplicate of the form will be returned to the hirer. An invoice will be issued for payment.

The school will handle all lettings forms including raising invoices to hirers and arranging payment for the nominated key holder.

## **6. Cancellations**

The Headteacher or Governing Body may cancel the hiring without notice if the terms and conditions have been breached, or the buildings, fixtures, fittings, or reputation of the school have been damaged, or if, for whatever reason, it would be potentially dangerous to allow the activity to continue.

In the event of the hirer cancelling the letting the school reserves the right to charge for any services that the school has already incurred, or is due to incur, as part of the letting application.

In the rare event that the school has to cancel through circumstances beyond their control the full charge will be refunded. Another booking (with same criteria) will then be arranged at a mutually convenient time.

## **7. Damage / Breakages / losses**

All damages, breakages and losses must be fully paid for with the school choosing the correct replacements.

The Governing Body / council / school do not take responsibility for any costs, charges, claims and demands for injury, loss of persons or property arising from a letting on the school premises.

## **8. Hirers responsibility**

The hirer shall ensure during the time the premises are used that the activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.

For the purpose to which the general public are admitted and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.

Cars may be parked only in recognised car parking spaces, and in the locality in such a way as to cause no nuisance to local residents. The Governing Body and the County Council do not accept liability in respect of parked vehicles at the school site which are in any way connected with the letting.

No vehicle shall be parked on or taken over the grass, sports facilities or borders.

The hirer shall be responsible for keeping visitors off all sports facilities, other than those hired and ask for respectful behaviour around shrubs, borders and trees etc.

There shall be no smoking permitted in or around the school, no large animals brought onto the premises (other than Guide dogs), and nothing which is inconsistent with the primary purpose of the school.

The users of the school are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the school property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition. The school piano must not be moved unless written permission of the Head Teacher has been obtained beforehand.

**No special preparation may be applied to floors;** footwear likely to cause damage to floors is not permitted.

No notice either permanent or temporary may be affixed to school notice boards or displayed on the premises without approval of the Head Teacher. No articles may be affixed to the fabric of the school.

At the end of the letting period, the hirer must ensure that the accommodation is left in a clean and tidy condition, with all furniture returned to its designated storage areas. The School will provide cleaning protocols, authorized cleaning products for use (which will be left for the duration of the letting period in the disable toilet) and information on how to use the products (COSHH).

If the premises are left in an unsatisfactory manner the hirer may be charged for Cleaners / Site Managers time.

It is the hirer's responsibility to ensure their staff read and comply with the aforementioned cleaning protocols and COSHH standards.

The hirer shall meet the cost of making good all damage caused to premises or other property and shall indemnify both the school, the Governing Body and the County Council from and against all costs, charges, claims and demands for injury, loss or damage to persons or property. **It is essential therefore that hirers should take out insurance cover for the period of the letting.**

It is the responsibility of the hirer to obtain and pay for all the necessary licences and insurances required in connection with the letting. This will include, as applicable, licenses for the sale and consumption of alcohol, compliance with copyright legislation and gaming and lotteries licenses.

It is the responsibility of the hirer to ensure that if it is applicable s/he is registered in accordance with the provisions of the Children Act 1989.

The hirer may not sublet the letting of the school premises, and may only use them

- for the purpose specified on the application form
- for the number of persons permitted

The letting of playing fields may be refused on grounds of over use or adverse ground conditions at the discretion of the Head Teacher.

In the event of cancellation, the Head Teacher must be informed at least 24 hours before the commencement of the approved letting.

## **9. Safety**

The hirer shall read and comply with health and safety legislation and the school's health and safety policy.

If your equipment has not been PAT tested then all electrical equipment being used in any of our premises must be connected to the mains electricity supply via an adaptor fitted with a residual current device. These units are designed to prevent electrocution if equipment is faulty or incorrectly wired. The unit must be tested before the mains supply is switched on in accordance with the manufacturer's instructions. All equipment must meet with recognised safety standards.

All moving parts of an electrical item must be under the supervision of an adult and be kept away from young children during the hire.

Wires, leads and furniture must be arranged in such a way that exit from the building in an emergency is possible and that it does not present a hazard to the visually impaired, elderly or children during the hire.

The organisers of an event must be aware of a fire drill and make arrangements for evacuations during their hire if it becomes necessary. Adequate unlocked exits must be provided and marked during the hire.

Adequate supervision must be provided to maintain order and good conduct and ratios must be adhered to.

The hirer shall be made aware of the capacity of the room hired and on no account may this figure be exceeded.

## **10. Insurance**

- The hirer is required to take out insurance cover in their own name.
- The hirer is required to obtain insurance to cover the cost of repairing damage to the school premises and contents during the times of the letting.
- The hirer shall be responsible for obtaining any public licences in connection with the booking.
- The hirer shall be responsible for arranging public liability insurance of not less than £5,000,000 (five million pounds) in respect of any one incident and include liability for the premises including liability for fire and explosion risks arising from the hire of the premises. The hirer shall produce a copy of the insurance annually for the headteacher or business manager.
- The school cannot accept responsibility for damage to, loss or theft of, the hirer's property and effects. It is the responsibility of the hirer to make their own insurance arrangements.

## **11. Safeguarding**

It is a requirement that all users of the premises have read and comply with our safeguarding and child protection policy and the DfE Keeping Children Safe in Education guidance. A copy of this is available from the staff in the school office or from our website at [www.gothamprimary.co.uk](http://www.gothamprimary.co.uk). It is a requirement that all Hirers of our premises complete our Lettings & Safeguarding Form. See Appendix 2.

## **12. Complaints procedure**

All complaints must be in writing and will be dealt with by the Head Teacher and/ or Governing Body in accordance with the school complaints procedure.

### **Disputes:**

In the event of any dispute arising over the letting agreement or the use of the premises, the headteacher and hirer shall refer the matter to the school's complaints governor in line with the school complaints procedure.

## **13. Disclaimer**

The hirer shall obtain at his/ her own expense all the necessary licences required in connection with the use of the premises for the purpose for which the same is let and to observe and comply with all the conditions attaching thereto.

The Governing Body / Council do not accept any liability in respect of the parking of any vehicle at the school premises during the letting period.

The Governing Body / Council do not accept any liability for goods and personal effects left on its premises by the hirer, its servants or agents or by any user of the premises.



## Appendix 1

Letting charges for the use of one of the following

- the Main Hall and associated room (known as the community room and community kitchen) ,
- or the Staff Room area,
- or a single classroom

plus the toilet facilities.

Lettings are available:

Monday – Friday 6-9pm for community lettings

Monday- Friday 3.30-5.30pm for educational purposes, external to the school day which benefit our children but are charged; e.g.Forest School After School Club

Wraparound provision 7.30-9.00am & 3.30-5.30pm

CHARGES PER 4 HOUR PERIOD UNLESS OTHERWISE STATED	ROOM HIRE	ICT EQUIPMENT	REFRESHMENTS
Council Lettings – (Inc Gov Services & Parish Council)	£40	£15	£2.00 per person (a drink & biscuit)
Community lettings	£50	Not available (due to VAT restrictions)	Not available (due to VAT restrictions)
Use of the School Field	£20 per hour (including VAT)	n/a	n/a
Preschool Playgroup	£5.35 per hour (leasing charge) £1.85 management fee (per 4 hour session) (up to 4 hours)	n/a	n/a
Wraparound Provision	£6.00 per hour (leasing charge) 3.5 hours per day (7.30-9.00 & 3.30-5.30)	n/a	n/a
Use of premises for educational purposes, external to the school	£1.00 per child per session	n/a	n/a

day which benefit our children but are charged e.g. Forest School After/school club			
Peripatetic Music lessons undertaken during the school day (8.55-3.30) with prior agreement of the HT	No charge	No charge	n/a
Fundraising by Registered Charities e.g. McMillan Coffee Morning (at HT's discretion)	No charge	n/a	n/a

If additional rooms are available and used there will be an extra charge of 25% of the basic fee for each additional room per four hour period.

***VAT is not applicable to room hire. It is chargeable to sports training clubs if they do not meet the exemption requirements for the use of a sporting facility (i.e. they are not a football club participating in a league).***

A deposit may be charged at the discretion of the Head Teacher.

The Governing Body reserves the right to adjust or waiver the hiring charge:

- To cover any adjustments in hiring charges which may occur if an application covers a series of lettings over an extended period; and
- To cover any adjustments in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
- To cover services provided which are not included in the letting charge
- To cover any other exceptional arrangements



## **TERMS & CONDITIONS OF USE OUT OF CORE HOURS AND DURING SCHOOL HOLIDAY TIMES**

In order that all groups using the premises know what is expected of them, we must commit all users to the following conditions of use.

### **Equal Opportunities:**

The premises shall be available to all members of the community regardless of race, colour, nationality, sex, religion, marital status or disability.

### **Applying for Use of the Premises:**

- Application for use of the school premises shall be made to the headteacher or business manager at least 21 days before the event.
- The school reserves the right to refuse any application for use of the premises.
- The headteacher or chair of the governing body shall have power to immediately terminate any agreement relating to the hire of the school premises without giving notice if it is considered that there has been a breach of the terms and conditions, or if the buildings, fittings, fixtures, furniture or reputation of the school have been damaged.

### **Safety:**

Please note the following safety requirements:

- The hirer shall read and comply with the school's fire and health & safety policies and current health & safety legislation
- Fire doors and gangways must remain clear at all times
- Firefighting equipment shall be kept in its proper place and only be used for its intended purpose
- Activities involving danger to the public shall not be permitted
- Highly flammable substances shall not be brought into, or used in any part of the premises
- No unauthorised heating or electrical appliances shall be used on the premises
- Adequate supervision must be provided to maintain order and good conduct and ratios must be adhered to

**Constraints:**

Please note the following constraints:

- Consumption or supply of alcohol is not permitted on the premises
- Premises must be vacated at the end of the letting by 6 pm
- No smoking on the premises or in the school grounds
- No gambling
- No promotion of commercial interests
- No promotion of radical or extremist views and activities or dissemination of extremist views or material
- Except in the case of trained guide dogs, animals shall not be permitted on the school premises

**Limitations:**

- Classrooms have a capacity of 30 people seated and on no account may this figure be exceeded.
- The hirer is responsible for the setting out of chairs and tables, putting them back in place at the close of the session, and ensuring that the rooms used are clean and tidy after use.
- The School will provide cleaning protocols, authorized cleaning products for use (which will be left for the duration of the letting period in the disabled toilet) and information on how to use the products (COSHH).
- It is the hirer's responsibility to ensure their staff read and comply with the aforementioned cleaning protocols and COSHH standards.
- If the premises are left in an unsatisfactory manner the hirer may be charged for Cleaners / Site Managers time.
- Please vacate the building on time – a further charge will be liable for time overrun.
- Please ensure that rubbish is disposed of in the bins provided.
- Please have respect for our neighbours when leaving the premises.
- The hirer must inform the headteacher or school business manager of any fault, damage, or other problem with the premises or equipment during the hiring.
- The permission of the headteacher must be obtained before goods or equipment are left or stored in the school.
- The permission of the headteacher must be obtained before other areas of the school premises or school equipment is used.

**Safeguarding:**

It is a requirement that all users of the premises have read and comply with our safeguarding and child protection policy and the DfE Keeping Children Safe in Education guidance. A copy of this is available from the staff in the school office or from our website at [www.gothamprimary.co.uk](http://www.gothamprimary.co.uk). It is a requirement that all Hirers of our premises complete our Lettings & Safeguarding Form. See Appendix 2.

### **Charges:**

The charges for the use of the premises have been fixed by governors in accordance with the Charges and Remissions policy, in order to cover the cost of maintenance and everyday running expenses of the building, (heating, lighting, cleaning etc.). The policy and charges are reviewed annually by the governing body.

### **Insurance:**

- The hirer is required to take out insurance cover in their own name.
- The hirer is required to obtain insurance to cover the cost of repairing damage to the school premises and contents during the times of the letting.
- The hirer shall be responsible for obtaining any public licences in connection with the booking.
- The hirer shall be responsible for arranging public liability insurance of not less than £5,000,000 (five million pounds) in respect of any one incident and include liability for the premises including liability for fire and explosion risks arising from the hire of the premises. The hirer shall produce a copy of the insurance annually for the headteacher or business manager.
- The school cannot accept responsibility for damage to, loss or theft of, the hirer's property and effects. It is the responsibility of the hirer to make their own insurance arrangements.

### **School Closure/Room Unavailable:**

Occasionally the premises have to be used for other school functions. We will try to avoid times when the premises have been booked in advance, but if this cannot be avoided then you will be informed as soon as possible.

### **Disputes:**

In the event of any dispute arising over the letting agreement or the use of the premises, the headteacher and hirer shall refer the matter to the school's complaints governor in line with the school complaints procedure.

### **Booking:**

To book the premises please contact: Rachel Hughes on 0115 9149751 or email [office@gotham.notts.sch.uk](mailto:office@gotham.notts.sch.uk)

**Payment:**

Payment for the hire of the premises should be made in advance of the booking date. Payment should be made directly to the school bank account by BACs (please ask the office staff for bank details). You are advised that receipts will not normally be issued unless specifically requested. Payments and all correspondence regarding bookings should be sent to:

Rachel Hughes  
School Business Manager  
Gotham Primary  
Kegworth Road  
Gotham  
Nottingham  
NG11 0JS



# Lettings and Safeguarding at Gotham Primary School

Name of Provider: \_\_\_\_\_ Address \_\_\_\_\_

Service provided: \_\_\_\_\_

The above-named provider recognises the need to ensure that all of its staff/coaches/ tutors/ leaders protect and safeguard all children and vulnerable adults. Please be aware that if any safeguarding allegations are made about people working in our school, we will follow our safeguarding procedures and policies including reporting to the LADO (Local Authority Designated Officer)

## Safeguarding & Recruitment Procedures

Please confirm safeguarding and recruitment complies with all current legislation and ensures that all recruitments/ personnel are suitable to the role of working with children.

Please confirm that a thorough inspection of the employment history of all recruitments/ personnel has taken place and ensures there are no gaps.

All recruitments/ personnel will have:

2 Satisfactory references  DBS Enhanced Disclosure

Full identity check  Barred list check

Qualification check  Up to date ID on their person

All recruitments/ personnel will hold the necessary documentation to work in the UK

## Safeguarding, Risk Assessments & Training

All recruitments/ personnel will have:

Annual safeguarding training (***Keeping Children Safe in Education*** – the most current edition usually renewed each September)

An understanding of the school's fire evacuation procedures

A nominated member of staff who will oversee the evacuation procedures

Appropriate risk assessments are in place for the services you provide

Read the school's Child Protection, Whistle Blowing and Anti-Bullying policies

All staff understand how to report a safeguarding concern. Phone numbers are available within the Child Protection Policy and on the back of staff toilet doors and in the foyer.

**Staffing Ratios**

All staffing ratios meeting guidelines appropriate to the role of the provider. Please provide details here.

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Signed:

Print Name:

Date: