Lettings Policy

FARMILO PRIMARY SCHOOL & NURSERY

Approved by:	Finance, Pupil & Personnel Committee	**Date adopted:** 10.3.25
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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 and ensure appropriate arrangements are in place to keep children safe.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School Hall
- Toilets and sink facilities
- Playing fields / Outdoor space

3. Charging rates and principles

3.1 Rates

The rates for hiring out areas of the school will be agreed on an individual basis. 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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 1 days' notice. We will endeavour to give more than 1 day notice where possible and will inform the hirer of the cancellation in these circumstances.

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]. As much notice as possible is required in these circumstances in order to still be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the [Suzanne Tryner - Headteacher] 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 [Suzanne Tryner - Headteacher].

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 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 a copy of the relevant insurance certificate no less than 1 week 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 1 day notice or in the case of cancellations relating to adverse reasons eg. weather will be refunded.
14. Any cancellations by the hirer received with less than 2 days will be refunded. Cancellations that are not received in time to halt the set up will not be refunded. If a deposit is made, this 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 their own equipment brought into the premises, including washing items used in the kitchen area.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior 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.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's Lettings 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

26. 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.

6. Safeguarding

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

We will check:

a) The hirer has appropriate safeguarding and child protection policies and procedures in place
b) You are signposted/given our Designated Safeguarding Lead (DSL) contact details and MASH contact numbers for out of hours emergencies.
c) the ratio of adult instructors supervising children
d) The qualifications of those instructors are appropriate for the activity undertaken
e) All adults in regulated activity with children have been subject to an enhanced DBS and Barred list check.
f) The individual or organisation should also provide proof of their identity and this information should be photocopied / photographed and held on the school lettings file.

If there is a failure to comply of any of the above, could lead to termination of the agreed hire and no refund of any deposit paid.

7. Monitoring arrangements

This policy will be reviewed annually and/or when there are any significant changes made to the building or arrangements.

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 Lisa Jones – Office Manager.

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	
Insurance (if applicable)	
Evidence of Safeguarding training (if running an activity involving children eg.dance club)	
DBS check (if applicable)	
Qualifications (if applicable eg. first aid, coaching qualification)	
Risk Assessment	

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

Name _____ Date _____

Signature _____

Please return this form via email to office7@farmilo.notts.sch.uk. 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.

Application approved? YES/NO

Signed _____ Headteacher – Suzanne Tryner

Costs agreed?_ £_____

Signed _____Office Manager – Lisa Jones