

## LETTINGS POLICY

### Litcham School

|             |              |
|-------------|--------------|
| Written by  | Ben Phillips |
| Review Date | July 2027    |

Please contact [finance@litchamschool.org.uk](mailto:finance@litchamschool.org.uk) with any queries or if you are interested in hiring our facilities.

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Hire Request form – to be completed for all bookings

### 1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support our community
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school to improve facilities for the school and the community
- Ensure hiring out of the premises does not interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

### 2. Areas available for hire

The school will permit the hire of the following areas:

- School Hall
- Sports Hall
- Dance Studio
- Football Pitch (school field)
- Cricket Pitch (school field)
- Tennis/Netball Courts
- Playing Field
- Classroom
- Other areas may be available at request

### 3. Charges

Our current hire charge for facilities on the school site is £20 per session.

An additional charge is added for weekend bookings to cover unlocking/locking and checking the site. These are as follows:

- Saturday bookings: £50.00
- Sunday bookings: £70.00

Our current hire charge for the school field (located off Mileham Road (B1145) is £20 per session. Please contact Victoria Cornwall at Litcham Football Club directly (miss.cornwall01@gmail.com).

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.

### 4. Cancellations

A provisional booking may be cancelled by the hirer at any time, but a specific booking cannot be cancelled unless 14 days prior notice has been given by the hirer, where this period of notice has been given the fee relating to the cancelled booking may be refunded by the school.

Where the school is obliged to cancel a specific booking for any reason other than the hirer's instigation the fee relating to the booking will be refunded.

### 5. Process

- |                       |                                                                             |
|-----------------------|-----------------------------------------------------------------------------|
| 1) Hirer:             | Read this policy and all terms and conditions                               |
| 2) Hirer:             | Complete application form                                                   |
| 3) Hirer:             | Submit completed application form with ALL information requested            |
| 4) Finance Team:      | Check application form and that all required information has been submitted |
| 5) Safeguarding Lead: | Check Safeguarding requirements have been met                               |
| 6) Finance Team:      | Confirm hire and charges and provide emergency evacuation procedures        |
| 7) Hire takes place   |                                                                             |
| 8) Finance Team:      | Generate invoice for hirer                                                  |
| 9) Hirer:             | Pay invoice within 30 days                                                  |

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 or reputational damage may occur.

Hirers that do not pay invoices within the required 30 days will have all future hires cancelled.

### 6. Terms and Conditions

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.
3. The hirer shall occupy the part(s) of the premises agreed upon and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-let any of the premises under hire.
5. The hirer shall not use the premises for any purpose other than that agreed, 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 hire.
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 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.
10. 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
11. Save that nothing 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 hire agreement.
12. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
13. 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.
14. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior agreement from the school.
15. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the agreement and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the agreement or otherwise.
16. 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.
17. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
18. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

19. 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.

## 7. Safeguarding

The school is dedicated to ensuring the safeguarding of all children at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being immediately terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If, through the hire of the premises children will be participating, the hirer must ensure appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies with the hire application form. If you need support with this please contact Daniel Kennedy, Associate Assistant Headteacher and Designated Safeguarding Lead.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Daniel Kennedy, Associate Assistant Headteacher and Designated Safeguarding Lead as soon as reasonably practicable: [dkennedy@litchamschool.org.uk](mailto:dkennedy@litchamschool.org.uk)

If children will be participating, a Safeguarding Policy must be submitted with the hire application form and must contain the following:

- Name and contact details for a member of the organisation who leads on safeguarding
- Contact details for the above-named person

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

## 8. Times available for Hire

### School term time:

|                                       |                          |
|---------------------------------------|--------------------------|
| Monday – Friday (when school is open) | 5.00pm – 8.00pm          |
| Saturday and Sunday                   | By appointment / request |

### School holidays:

By appointment / request

## 9. In Case of Emergency

Evacuate if appropriate

Call the emergency services as necessary

Call our emergency contact number: (TBC)

## **10. 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. Any updates to this policy will be shared with the full governing board.

## Application for Hire of School / College Premises

| Accommodation Required                                                                                                                                                                                                                                                           |  |                                    |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------|--------|
| (Please give details)                                                                                                                                                                                                                                                            |  |                                    |        |
| Hirer Details                                                                                                                                                                                                                                                                    |  |                                    |        |
| Hirer Name                                                                                                                                                                                                                                                                       |  |                                    |        |
| Organisation Name                                                                                                                                                                                                                                                                |  |                                    |        |
| Address                                                                                                                                                                                                                                                                          |  |                                    |        |
| Phone Number                                                                                                                                                                                                                                                                     |  |                                    |        |
| Email Address                                                                                                                                                                                                                                                                    |  |                                    |        |
| Event Details                                                                                                                                                                                                                                                                    |  |                                    |        |
| Type of Event (specify Single or Recurring)                                                                                                                                                                                                                                      |  |                                    |        |
| Date from (incl.)                                                                                                                                                                                                                                                                |  | Date to (incl.)                    |        |
| Time From                                                                                                                                                                                                                                                                        |  | Time To                            |        |
| Recurring (specify daily / weekly / monthly)                                                                                                                                                                                                                                     |  | Recurring on (specify day of week) |        |
| Purpose of Hire (if fundraising state where proceeds will be applied)                                                                                                                                                                                                            |  |                                    |        |
| Will children (under 18) be participating? (Yes or No)                                                                                                                                                                                                                           |  | Yes                                | No     |
| If children will be participating, you must attach your Safeguarding Policy                                                                                                                                                                                                      |  | Attached:                          | Yes No |
| If children will be participating, you must have an adult who has successfully completed a DBS check. Please provide the name of this person and include this person's name and contact details in your Safeguarding Policy.                                                     |  | Full Name:                         |        |
| Equipment Required                                                                                                                                                                                                                                                               |  |                                    |        |
| Please provide details of additional equipment required, e.g. Screen, Microphone, Catering Equipment                                                                                                                                                                             |  |                                    |        |
| Declaration                                                                                                                                                                                                                                                                      |  |                                    |        |
| I apply for use of the above accommodation and facilities and if my application is approved I will pay in advance all letting charges in accordance with the attached schedule of charges and agree to comply with the conditions overleaf. I have attained the age of 18 years. |  |                                    |        |

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_