



# **Short-Term Lettings Policy**

Lionel Walden Primary School

Approved by GB:  
July 2024

Review Date:  
July 2026

## 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, following government guidelines and the school's risk assessment(s)

The policy of the school is to let all or part of the school whenever possible provided that:-

- a. School activities have first priority
- b. Interests of school are in no way compromised.

All charges to apply from Monday to Saturday. Applications for Sunday and Bank Holiday Booking to be considered on an individual basis. All charges must include preparation and cleaning up time. A charge will be levied by the school to make good any damage occurring as the result of a let.

Charges are:-

<b>MAIN HALL</b>	<b>1 hour</b>	<b>2 hours</b>	<b>3 hours</b>
Regular user	£25.00	£40.00	£50.00
Casual user (school connection)	£35.00	£50.00	£60.00
Casual User (no school connection)	£45.00	£55.00	£65.00

When considering timescales, please ensure that you factor in set up and down times.

A discounted rate may be agreed on a case-by-case basis for non-profit making/charitable groups offering activities to primary aged children.

## **Lionel Walden Primary School Letting Agreement – Short Term Lets Only**

### **1 CONDITIONS OF HIRE**

- 1.1 Applications for the hire of any part of the school must be in writing on the enclosed form. Appendix 1
- 1.2 The scale of charges and hours of letting are set out on the introductory page.
- 1.3 A deposit of 25% of the total charges payable is due with the application and the balance must be paid by within 14 days of the hire date.
- 1.4 Applications may not be made earlier than 53 weeks before the date of the hiring and are taken in the order in which they are received.
- 1.5 In the event of a revision of the charges for the hire after the date of application and before a hiring is confirmed by the School, the hirer shall pay the revised charges.
- 1.6 The School has the absolute right to refuse any application for hire.

### **2 BOOKINGS & FEES**

- 2.1 All Applications for the hiring of college premises must be made through the Head of Operations using the appropriate Booking Form.
- 2.2 Bookings can normally only be accepted for up to 6-months in advance.
- 2.3 A Booking will only be accepted, subject to availability, upon completion of a Booking Form and signed indemnity. All bookings will be confirmed, in writing, by the school. (Please do not make any arrangements until you have received written confirmation.)
- 2.4 The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally revised with effect from 31st August each year.
- 2.5 All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable).
- 2.6 All charges will be invoiced and are payable within 30 days of Invoice Date.
- 2.7 The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.
- 2.8 A non-refundable deposit of 25% of the hire charge is required at the time of booking.
- 2.9 The Governors reserve the right to refuse any booking that they deem unsuitable.
- 2.10 The Governing Body reserve the right to adjust the fees periodically.

### **3 CANCELLATIONS**

- 3.1 The hirer may cancel a booking upon giving fourteen days' notice in writing.
- 3.2 If the building or the room hired is not re-let on the date or dates in question the deposit may be forfeited.
- 3.3 If a hiring is cancelled within fourteen days of the date of the hiring, the hirer will pay the balance of the charges that are due.
- 3.4 The School reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the School shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

### **4 FACILITIES AVAILABLE**

4.1 The capacity of the hall is as set out below.

Type of Function	Capacity
School hall – public performance – seated with performance area	120 seated
School hall – dances/buffets – tables and seating	100

### **5 LICENCES/LEGALITIES**

- 5.1 Alcoholic liquor must not be sold or consumed on the school premises unless specific approval has been given by the Headteacher or Governing Board. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary license rests upon the Hirer.
- 5.2 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- 5.3 If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.
- 5.4 The Hirer shall be expected to comply with the regulations of the Performing Rights Society.
- 5.5 The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the Local Council Offices.

## 6 HIRER'S RESPONSIBILITIES

6.1 No nail or fastening of any kind shall be driven or put into or on to any wall, partition, pillar or other fittings or furniture.

6.2 Electrical equipment must not be brought into the premises unless:

- (a) The arrangement has been approved in advance with the hirer, and
- (b) The equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.

The hirer is responsible for inspecting and certifying the safety of any non-electrical equipment brought on to premises by them or their invitees or their agents.

6.3 The Hirer shall repay to the School on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.

6.4 The Hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.

6.5 The Hirer shall indemnify the School and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

6.6 The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.

6.7 The Hirer is responsible for arranging their own insurance for:

6.7.1 Personal Accident

6.7.2 Third Party Claims

6.7.3 Any loss or damage to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring.

**Hirers who are charging for their activities must ensure that they have a minimum of £5,000,000 public liability insurance and a copy of the policy must be provided with the hire form**

6.8 The school cannot accept responsibility for any loss, damage, accident or injury arising during the Hirer's use of the premises, or to any member of the hirer's party and the hirer shall indemnify the Governing Body against all claims, demands, actions or proceedings.

- 6.9 All areas used are to be left in a clean and tidy condition at the end of the function.
- 6.10 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the school is prohibited. When the premises are hired for the purposes of auction sales, horticultural shows or other events of a like nature the hirer must protect the flooring with a suitable covering.
- 6.11 If you run a club/group that involves children, you and your staff/helpers must have had the necessary checks carried out under the DBS scheme and provide the school with a copy of your child protection policy.
- 6.12 All functions held on the school premises must end by 10.00 p.m. on the day of hiring. The Attention of the Hirer is drawn to County/District Council By-Laws relating to excessive noise and public nuisance.
- 6.13 The site is a No Smoking site and occupants are asked to adhere to this rule.

## **7 PROVISION OF STEWARDS**

- 7.1 The hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring whilst they are on the premises or in any part of the school site, and for preserving good order. The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:
- The orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
  - The safety of the premises and the preservation of good order and decency therein.
  - Ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.

## **8 EMERGENCY CONTACT DETAILS**

8.1 In the event of emergency during the period of hire, the hirer should contact: Mr Abey (Headteacher), Mrs Bayes (Deputy Headteacher) or Mr Marsh (Caretaker / Site Manager) - mobile numbers will be shared at the time of the letting.

## **9 HEALTH AND SAFETY**

- 9.1 No smoking is permitted on the school premises or grounds.
- 9.2 Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974
- 9.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.

9.4 Hirers should have their own First Aid Supplies and ALL accidents, no matter how insignificant, must be recorded in an accident book.

9.5 Hirers should have access to a mobile phone for use in the case of an emergency.

## **10 FIRE INSTRUCTIONS**

10.1 In case of a fire the hirer will adhere to the fire instructions displayed in the premises.

10.2 The hirer will initiate an immediate evacuation of the premises by the nearest Fire Exit upon the sounding of the fire alarm. The fire alarm is a continuous ring of the bell.

10.3 Once all persons are evacuated, the hirer must contact the designated site manager immediately to inform them of the activation of the alarm.

10.4 The alarm is not monitored by the fire station. If the hirer suspects that a fire is occurring then they must contact the fire services immediately on 999 and ensure that all persons are accounted for and are safely away from the building.

## **11 SAFEGUARDING**

11.1 The school is dedicated to ensuring the safeguarding of its pupils 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 terminated.

11.2 Any organisation hiring school premises in order to provide activities for children must have in place appropriate safeguarding and child protection policies and procedures compatible with those of the school, which we reserve the right to see before agreeing to any hire. These should meet the DfE guidance on Keeping children safe in out-of-school settings.

11.3 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.

11.4 The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

11.5 Any organisation or individual hiring school premises for activities involving children must agree to report any safeguarding concerns which may arise to the school

as soon as possible, and in any case within 24 hours. The Designated Safeguarding Lead can be contacted at [head@lionelwalden.cambs.sch.uk](mailto:head@lionelwalden.cambs.sch.uk).

11.6 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).

## **12 VEHICLE PARKING/RESTRICTIONS**

12.1 Parking of vehicles must be restricted to the designated parking area(s) as stipulated from time to time by the school.

12.2 The speed limit for vehicles within the school grounds is 5mph.

12.3 The School reserves the right to restrict vehicle movements/parking on grassed areas if weather conditions are likely to cause damage to the surface.

12.4 All vehicles parked on the school premises are parked at the owner's risk. The school takes no responsibility for theft or damage to vehicles while parked on the premises

## **13 GENERAL**

13.1 The School reserves unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.

13.2 The School may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning but in any event the premises must be clear of all property by 8 a.m. on the date after a hiring. The School does not undertake safe custody of property remaining on the premises.

13.3 The hirer must not do in or near the premises any act or thing which may cause the County council or the School to incur or become liable to pay any penalty damages compensation costs charges or expenses

13.4 If the hirer wishes to store any items on the premises, they do so at their own risk and the School are not liable for any damage to or loss of property. Items may only be stored with the express agreement in advance of the Headteacher.

13.5 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law or by any byelaws applicable to the hirer's use of the premises.



**HIRE OF LIONEL WALDEN SCHOOL PREMISES - BOOKING APPLICATION FORM**

<b>Name of Hirer:</b>		<b>Tel No:</b>	
<b>Organisation:</b>		<b>Date of Proposed Hire:</b>	
		<b>Frequency:</b>	
<b>Rooms required: (please tick)</b>	<b>Main Hall</b>	<b>Classroom</b>	
	<b>Field</b>	<b>other</b>	
<b>Hours of Hire</b> (including setting up and clearing away)	<b>From:</b>	<b>To:</b>	
	<b>From:</b>	<b>To:</b>	
<b>If any of the following are required, please indicate:</b>	<b>Tables</b> (how many):	<b>Other:</b>	
	<b>Chairs</b> (how many):		
<b>Nature of function:</b>			
<b>Approximate number attending:</b> <i>(NB: See conditions of hire for limits on numbers):</i>			
<b>Name and Address to whom invoice should be sent:</b>			
<b>Access for deliveries: Date/Times</b> <small>(extra charge of £10 may apply if the school premises requires opening for receipt of deliver)</small>	<b>To:</b>	<b>From:</b>	
<b>Insurance</b> <i>(Please read note 6.7 of the conditions of hire):</i>			
I have arranged my own insurance cover, the policy number of which is as follows:			
..... with ..... <i>(name of company)</i>			
<i>(A copy of the certificate of insurance must be provided to the school secretary).</i>			
<p><b>I certify</b> that I am not less than 18 years of age, and I have read the agree to be bound by the conditions of hire relating to the letting of the school for the time being in force, that I accept responsibility for observance of the regulations, and agree to pay on demand the letting charge.</p> <p><b>I hereby</b> indemnify the Governing Body and Local Authority against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking, the Local Authority and Governing Body do not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.</p>			

**Signed:** ..... **Date:**.....