



Lettings Policy - Draft

Person responsible: Business Manager

This draft adopted: February 2025

Review Date: February 2028

(insert safeguarding section)

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1. Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as such. However, a letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

The school's budget will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet additional costs incurred by the school in respect of lettings.

Prior to the letting taking place the following will be provided to the hirer:

- this document
- the school's Policy for Health and Safety
- the school's Fire Regulations
- the school site manager's contact details.

The hirer must sign to confirm that they have read and accepted the terms and conditions within these documents.

2. Definitions

Hirer: The person or organisation entering into the contract with the school

User: Those people making use of the premises hired under a letting agreement between the school and the hirer

3. General Conditions

- The hirer, not the school, is responsible for the health and safety issues related to the activities associated with the hire. All statutory requirements must be observed and school specific requirements complied with.
- Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park.
- Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known to the hirer.
- The school will accept no responsibility for damage howsoever caused to vehicles and other property while the users are on the school site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.
- The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site manager/ member of school staff concerning the area available. Hirers may only use the entrances, corridors and toilets which are indicated by the site manager.

- The hirer is responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.
- Hirers will be acquainted with the emergency and evacuation procedures (which are on display), including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation session in advance of the actual hiring. The hirer then takes responsibility for briefing other users associated with the hiring. The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up a PEEP (Personal Emergency Evacuation Plans) for anybody who will not be able to get themselves out of the building unaided. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.
- Rooms that are made available to hirers are checked periodically (not less than once per term) to ensure that they are in a suitable condition. The school is not responsible for the users' activities, and gives no warranty that the premises possesses the necessary consents for the hirers use nor that the premises are physically fit for the purposes required by the hirer.
- Except by specific agreement, equipment must be provided by the hirer and not by the school. All mains powered electrical equipment brought onto the premises must have a valid test and inspection certificate. It is the hirer's responsibility to take precautions to ensure users' safety when using equipment, whether that equipment belongs to the school or not.
- The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.
- It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure, including calling the Fire Service if a fire is suspected or has been seen, identifying a muster point and carrying out a check of users.
- Smoking is not allowed in any part of the school premises.
- No food or drink may be prepared or consumed on school property unless this has been agreed at the time of application.
- Under no circumstances may alcohol be brought onto or consumed on the premises.
- Footwear must be appropriate for the activity. No stiletto or other thin heels to be worn in any circumstance in the hall or dining room.
- The hirer shall leave premises in the same condition as when they arrived. All the property of the hirer and users must be removed at the end of the hiring including the removal of all rubbish.
- The hirer shall not obstruct any common parts and will observe any rules and regulations the School makes and notifies to the hirer from time to time governing the hirer's use of the area.
- The hirer shall not allow
 - 1) Any article of a dangerous or offensive character or any flammable materials to be brought onto the hired premises

- 2) Any animal (except properly trained guide dogs) to enter or remain on the hired premises and grounds, except by prior arrangement
 - 3) The use of chalk, polish or any other materials on the floors
 - 4) Any fixtures or decorations to be attached to the walls
 - 5) Any activities which are illegal or which may become a nuisance or annoyance, inconvenience or disturbance to the school
- No sub-letting is allowed.
 - The hirer shall not allow so many users into the premises as to exceed the seating and/or standing capacity of the premises. Even if the stated capacity (Appendix D) is not exceeded, the hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency.
 - The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
 - The Headteacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted.
 - The hirer is responsible for providing access to a mobile telephone for emergency purposes. The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school must provide a contact number for such emergencies.
 - The hirer must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
 - The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition including replacing any furniture that has been moved. Any specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer.
 - If the fire alarm is set off by users during the hire, the hirer agrees to pay for the cost of the fire brigade call out via the school's remote alarm system.
 - Lone working procedures need to be in place to cover the person unlocking/locking up and other support activities. Separate guidance on lone working is available if required.

4. Insurance

It is the responsibility of professional hirers to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is recommended. Professional hirers are required to provide a copy of their insurance certificate with their application form. Voluntary groups are covered by the school's own insurance.

The hirer agrees to indemnify the school and to keep the school indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in anyway arising from any breach of the hirer's undertakings contained in this document or its appendices.

The school shall not be liable for the death of, or injury to the hirer, its employees, customers, or invitees to the school, or damage to any property of the hirer or that of the hirer's employees, customers or other invitees to the school, or any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer or the hirer's employees, customers, or other invitees to the school in the exercise of its rights granted by this document.

5. Safeguarding

If the letting involves activities with children, the hirer is responsible for its own safeguarding policy and procedures. These should follow the Department for Education's guidance 'Keeping Children Safe in Education'.

6. In the event of an incident, fire or near miss

It is the responsibility of the hirer to ensure that any accident or dangerous occurrence that occurs during the period of hire is reported to the Site Manager as soon as possible (whether or not anyone is injured). Failure to comply with this procedure may result in the hire agreement being cancelled without notice.

7. Licence

The hirer is responsible for ensuring that any necessary licences required for a particular event have been obtained (such as theatre, performing rights or cinematograph licences).

8. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. Charges will be reviewed annually and hirers will be given at least one terms notice of any increase in charges.

9. VAT

The school is not registered for VAT.

10. Payment terms, cancellations and terminations

For one off events, a deposit of £25 is required on booking with the balance to be paid in full at least one week prior to the event. Lettings may be subject to a cancellation fee up to the full cost of the hire if less than 7 days notice is given.

For a series of lettings, invoices will be issued termly and must be paid before the first session of the period. A minimum notice period to cancel the hire arrangement will be agreed between the school and the hirer.

Any agreements will end should notice be given by the school to the hirer at any time of the breach of any of the hirer's obligations in this document.

Application to hire facilities at Alban City School

| | | | |
|----|--|----|--|
| 1 | Name: | 2 | Organisation: |
| 3 | Address: | 4 | Telephone and email: |
| 5 | Event description: | 6 | Date of event: |
| 7 | Start time: | 8 | Finish time: |
| 9 | Number of people: | 10 | Room/area required: |
| 11 | Additional requirements <i>(eg equipment/facilities or room layout NB: Additional charges may apply)</i> ; | 12 | Will you bring electrical equipment of any sort when you hire the premises (even extension leads, for example)? If so, has this equipment been PAT tested? . |
| 13 | Do you have your own public liability insurance? If so, please provide a copy of your insurance certificate. | 14 | Does your letting involve activities for children? If so, please provide a copy of your safeguarding policy and procedures. |
| 15 | I have been informed of the charges YES/NO | 16 | I have read/understood and agreed the school's Lettings Policy YES/NO |
| 17 | Signature: | 18 | Date: |

The school may wish to contact a person/organisation who can provide an appropriate reference.

Please provide details of a referee:

Name:

Address/contact details:

Alban City School Hire Agreement – One off Event

Hire Agreement between:

The Governing Body of Alban City School, 7 Hatfield Road, St Albans, AL1 3RR and

The Hirer: _____

Address: _____

Telephone: _____

Email: _____

Area of school premises to be used: _____

Equipment/facilities to be used: _____

Specific nature of use: _____

Maximum attendance: _____

Date and start/finish time of hire: _____

Fee (to be paid in advance) £ _____

Alban City School agrees to let the premises to the hirer on the date and time detailed above upon receipt of the fees specified. It is hereby agreed that no relationship of landlord and tenant is created between the school and the hirer, and this agreement is personal to the hirer and is not assignable.

The hirer has received a pack containing the following documents:

- Lettings Policy
- Health and Safety Policy
- Fire Regulations
- Site manager's contact details.

The hirer confirms that they have read and accepted the terms and conditions within these documents. The Hirer's attention is specifically drawn to the indemnities contained in the conditions of hire and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures: Hirer

..... On behalf of Alban City School Governing Body

Date:

Alban City School Hire Agreement – Series of events

Hire Agreement between:

The Governing Body of Alban City School, 7 Hatfield Road, St Albans, AL1 3RR and

The Hirer: _____

Address: _____

Telephone: _____

Email: _____

Area of school premises to be used: _____

Equipment/facilities to be used: _____

Specific nature of use: _____

Maximum attendance: _____

Start date and frequency of hire: _____

Day and start/finish time of hire: _____

Fee details _____

Cancellation details _____

Alban City School agrees to let the premises to the hirer on the dates and times detailed above upon receipt of the fees specified. It is hereby agreed that no relationship of landlord and tenant is created between the school and the hirer, and this agreement is personal to the hirer and is not assignable.

The hirer has received a pack containing the following documents:

- Lettings Policy
- Health and Safety Policy
- Fire Regulations
- Site manager's contact details.

The hirer confirms that they have read and accepted the terms and conditions within these documents. The Hirer's attention is specifically drawn to the indemnities contained in the conditions of hire and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures: Hirer

..... On behalf of Alban City School Governing Body

Date:

Occupant Capacity

| Room | Description | Number Allowed |
|------------------|---|----------------------------------|
| Main Hall | Maximum Occupancy standing or seated without chairs | 473 |
| Main Hall | Maximum Occupancy seated chairs in rows | 100 |
| Community Room | Maximum Occupancy seated chairs in rows | 32 |
| Dining Hall | Maximum Occupancy seated chairs in rows | 220 |
| Basement theatre | Maximum Occupancy seated in rows | 120 Plus performers and staff |