



Lettings Policy

Approved by:	Governing Body	Date: October 2023
Last reviewed on:	October 2023	
Next review due by:	December 2024	

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1. Principles

The Governors regard school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governors is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

2. Aims and scope

We aim to:

- Provide clear guidance on lettings and the hire of school premises and equipment
- To safeguard the interests of Willow Bank School
- 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 and ensure that out of hours use of the premises is not subsidised by the school's budget.
- 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)

3. Areas available for hire

3.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- MUGA Pitch
- Classrooms
- Playing fields

4. Charging rates and principles

4.1 Rates

Current rates for hiring out different areas are included in the school Charging and Remissions Policy available on the school website. 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. Charges and remissions will be reviewed annually by the Governing Body.

Use of the premises for activities such as staff meetings, parents' meetings, Governor meetings and extra-curricular activities of pupils, supervised by school staff, fall within the corporate life of the school. Costs arising from these activities are therefore a legitimate charge against the school budget.

4.2 Management and administration of lettings

The Headteacher is responsible for the overall management of lettings. Community lettings will take place at the discretion of the Headteacher. If the Headteacher has any concern about a particular request for a letting they will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body.

4.3 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice unless such cancellation is a result of an emergency closure of facilities. 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 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

4.4 Review

All letting fees received by the school will be paid into the school budget, in order to offset the cost of services, staffing etc. Income and expenditure arising from lettings will be regularly monitored and reported to the Governing Body as part of the budget reporting procedure.

5. 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 the 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 its 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.

No letting should be regarded as "booked" until formal approval has been given and conveyed in writing. No public announcement of any activity or function should be made by the organisation until the booking has been formally confirmed.

6. 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.

"Hirer" means the person or entity identified in the relevant hire request form.

1. 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.
2. 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.
3. The hirer shall not sub-licence any of the premises under the licence.
4. 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.
5. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
6. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

7. 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.
8. 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 10 days before the start date of the licence.
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 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.
12. Any cancellations by the hirer received with less than 7 days' notice, will not be refunded.
13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
14. 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.
15. The hirer will clean their own equipment brought on to the premises and clean the premises under hire after use.
16. The hirer shall not display any advertisement, signage, banners, posters, or other such notices on the premises without prior written agreement from the school.
17. 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.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire 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.
23. This licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.
24. 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 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.

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

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.

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.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the School Safeguarding Lead soon as reasonably practicable.

The Governing Body will not permit any organisation to use the school premises to promote radicalisation. The police and Authorities will be informed immediately if any organisation is suspected or found to be promoting radicalisation.

8. 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 Governing Body.

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 our Charging and Remissions Policy which is available on the school website. If you have any questions, please contact The School Business Manager at the school.

Name of applicant/organisation and company number (where applicable)	
Applicant's 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	
If recurring, indicate the frequency and number of occurrences (e.g., weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note may not always be available)	
Additional equipment you will be providing yourself	
Evidence of the safeguarding and child protection arrangements you have in place	
Evidence that you have the appropriate Public Liability Insurance in place.	

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 willowbank@sthelens.org.uk or to the school office at Willow Bank School, Winwick Road, Newton Le Willows, St Helens, WA12 8DE. 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.

Appendix 2: Confirmation of licence letter

Dear

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be £. You can pay us by [payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit proof of your public liability insurance.

We have attached details of emergency evacuation procedures in the event of a fire/similar emergency

Please make sure you're familiar with these before the date of hire.

You can contact the School Business Manager on Tel: 01744 678745 or email: willowbank@sthelens.org.uk with any questions about hiring the premises.

Kind regards,