



# Lettings Policy

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## **Introduction**

Heather Ridge Infant School recognises the role of the school within the community and welcomes the use of the school's premises for a variety of community and leisure purposes.

Use of the school premises by the school, or on behalf of the school (e.g. PTA) are not subject to the charging elements of this policy.

The Governors at Heather Ridge acknowledge the lettings of school premises are governed by legislation within the Education Act 2002 and therefore will not permit the school to be used for something that is prohibited by common law.

## **Aims**

The aim of this policy is to provide guidelines for the use of school facilities for the benefit of the school and its community.

## **Categories of lettings**

The use of the school premises is divided into the following three categories

1. Community
2. Private
3. Commercial

## **Types of letting**

- |                  |   |
|------------------|---|
| 1. Single use -  | Hire of facilities on a one off basis             |
| 2. Regular use – | Hire of facilities for a number of weeks or terms |

## **Availability of premises**

Designated areas within the school are available for hire subject to availability.

## **Priority Usage**

Priority of use shall be given as follows:

1. School use
2. Statutory users (Surrey County Council)
3. Community users (under the provision of the Education Act 2002)
4. Private users

## **Charges**

The governing body is responsible for setting charges for a letting on the school premises. The charge will vary according to the category of the letting as laid out in Appendix A.

The Governing body reserves the right to make changes to these charges.

The school reserves the right to require a deposit over and above the hiring charge as a surety against damages to the premises (including equipment) or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

The school will seek to recover costs incurred by the school that are unavoidable and result directly from the cancellation of a letting.

## **VAT**

Value Added Tax may be chargeable on certain lettings. The school will advise upon booking if VAT is chargeable.

## **Variations and review**

The terms and Conditions and the Scale of charges shall be reviewed annually together with this policy.

Variations to either the Terms and Conditions or Scale of Charges may be agreed in respect of individual lettings at the discretion of the Head teacher in agreement with the Governing Body.

## **Administration of Lettings**

Authority to accept applications for hire is delegated to the Head Teacher acting with the agreement of the Governing body. The day to day administration of all hires is the responsibility of the School Business Manager.

## **Application procedures**

1. Application forms (ED110) are available from the school and should be submitted to the School Business Manager 21 days in advance for occasional use and one term in advance for regular use.
2. The person signing the application form will be considered the hirer.
3. The Hirer will be required to return the application form to the school where it will be considered for acceptance.
4. The school will inform the Hirer whether their application has been successful/unsuccessful within 14 days from receipt of ED110
5. Once an application has been accepted the Hirer must sign a Hire and User agreement (see Appendix B&C)

All applications will be considered on their merits taking into consideration the suitability of the activity. The Governing body reserves the right to:

1. refuse applications without giving a reason
2. have a representative present at any function
3. terminate any activity not properly conducted

Lettings fees are reviewed annually by the Governing Body. When a letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

## **Health and Safety on Lettings**

During the hire, it is the responsibility of the Hirer to ensure the safety of all those making use of the building and the safety of members of the public who may have cause to come onto the premises. The Hirer or their representative will be responsible for compliance with Health and Safety regulations at the time of the let. A copy of the school's Health and Safety policy will form part of the lettings pack.

## **Swimming pool**

Hirers are required to ensure there shall be at least one responsible person qualified in life-saving and administering appropriate first aid. The Hirer must provide current copies of certificates to the school prior to the letting.

### **Intoxicating Liquor**

No intoxicating liquor may be bought onto or consumed on the school premises during or in connection with any hiring except with the Governors' approval.

Where a licence for the sale of intoxicating liquor is necessary for a function the hirer is solely responsible for obtaining such a licence.

### **Restriction of access**

Users should have access only to the facilities hired to them as determined in the notification of approval forms, for example, when hiring the hall, access to classrooms is denied unless prior approval by the Governing body. While hiring the field, outdoor play equipment is not included in the letting unless agreed to by the Governing body in advance, therefore the hirer must ensure that this equipment is NOT used during the letting.

### **Insurance**

The hirer must have adequate Public Liability Insurance, with an Indemnity limit of not less than £5,000,000 in respect of any one incident or occurrence. This is because where damage is occasioned to our property due to the hirer's negligence or injury sustained by a third party, the Local Authority will seek recovery from the hirer of any costs incurred in, for instance, reinstating any fire damage caused by any negligence of the hirer. Similarly, any injury sustained by a third party due to the hirer's negligence would be dealt with by the hirer and NOT the Local Authority.

It is possible for schools to take out public liability cover on the hirer's behalf (using the lettings form and submitting the details through the memorandum account) then pass on the cost of this cover to the hirer through the hiring charge.

### **Special Considerations**

Governors are expected to consider very carefully before deciding whether or not to permit the use of school premises for the following purposes:

- Livestock shows, including exhibitions of children's pets.
- Committee rooms for candidates at party political elections
- Any purpose of whatever nature could be unlawful or is capable of bringing the County Council Member or employees into disrepute, or which would be insensitive to local circumstances.

### **Car Boot Sales**

The Governors will contact the local planning officer if planning to hold/accept hirer for a car boot sale. Car boot sales is legally regarded as a market and subject to a number of controls.

### **Licensing Premises**

The Local Council is the licensing authority for the purposes of the Licensing Act 2003 and is responsible for granting licences and notices. A premise licence or Temporary Event Notice may be needed for certain activities including public entertainment and sale of alcohol. The school will contact the Local Officer as needed for more information.

### **Martial Arts Classes**

Instructors in all forms of Martial Arts should be registered with the administrative body of specific type of Martial Arts they perform. The school will ask the hirer for details of the administrative body of their particular discipline. The school will require the hirer to produce:

- Copies of the instructors current qualifications

- Any relevant insurance documents and are current
- These cover Public Liability and meet the LA's requirements
- They cover the classes to be held in the school

The school will contact the administrative body to confirm the documents produced are valid and correct.

## **Heather Ridge Infant School**

### **Terms and Conditions of Hire**

#### **1. Application for hire**

- 1.1. Hirers must complete an application form (ED110) and sign to confirm they have read and agree to these conditions. A letting will only be considered on receipt of the completed application form, copies of qualifications (if applicable) and a copy of proof of relevant public liability insurance.

#### **2. Payment**

- 2.1. Payment of the appropriate charges must be prior to the use of the premises.
- 2.2. Payment for regular lettings shall be paid at the end of each term or as otherwise agreed in writing between the school and the Hirer.
- 2.3. VAT on certain lettings may be charged
- 2.4. A refundable damages deposit may be requested for certain lettings
- 2.5. All users must be covered by Public Liability Insurance with a minimum of £5,000,000.00. If the Hirers Public Liability cover is less than the minimum or does not have cover the school may be able to offer cover for a charge of 15% of the entire letting costs, subject to a minimum of £5.00 per letting for the insurance.
- 2.6. Governors reserve the right to charge an additional amount for use of school equipment or for heating or lighting overheads. An additional room rate may apply for use of school cloakroom facilities.
- 2.7. The minimum hire period for all hires will be 1 hour per letting in the case of single use and 5 continuous weeks in the case of regular hires.

#### **3. Security of premises**

- 3.1. The entrance to the school will be via the main entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure the school premises are secure during the time of the hire.

#### **4. Use of facilities**

- 4.1. Hirers will have access only to the area they have hired. In no circumstances is access permitted to any other part of the premises or unauthorised use made of the outside play areas.
- 4.2. The Hirer will be responsible for the proper use of the school facilities and must make reasonable precautions to ensure that there is no damage to the fabric of the building, furniture, fittings or school equipment.
- 4.3. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period.
- 4.4. The Hirer must ensure the premises are returned to the school in a clean and satisfactory condition. Should the premises be left in an unsatisfactory condition the school reserves the right to make a charge to ensure the premises are sufficiently cleaned for normal use by the school.
- 4.5. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition. The school can provide PAT testing of the equipment at a charge.
- 4.6. The Hirer cannot rely on the school's risk assessments for any activities carried out during the hire and must complete their own risk assessments, a copy of which must be held by the school
- 4.7. For security reasons, the hirer will not have access to the school telephone. Hirers are required to have a mobile telephone available for use in an emergency.
- 4.8. Animals, other than Guide Dogs, are not permitted anywhere on the school premises.
- 4.9. No combustible materials are to be used within the school premises.
- 4.10. Hirers and users should acquaint themselves with the Fire and Safety regulations relating to the area of the premises in use. These are clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel.



**4.11.** Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hire.

**4.12.** The Hirer shall not use the school premises for any illegal purpose, nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the school.

## **5. Swimming pool**

**5.1.** Hirers are required to ensure there shall be at least one responsible person qualified in life-saving and administering appropriate first aid. The Hirer must provide current copies of certificates to the school prior to the letting.

## **6. In the event of an accident, fire or near miss**

**6.1.** The hirer must complete an incident form (available from the school). A review of the risk assessment for the activity will be required. If the hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. The school is not responsible for undertaking risk assessments for Hirer's activities.

## **7. In the event of a fire**

**7.1.** The hirer will call the Fire service (if school staff are not present). All users will evacuate the building via the nearest fire exit and meet at the designated area (the school playing field). Users must not re-enter the building unless advised by the Fire Marshall/Fire service. The Hirer will inform the Head Teacher of the fire (numbers will be in the Lettings pack)

## **8. Licences**

**8.1.** There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the School and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of lettings typically require a licence

- Theatre Licence
- Copyright/Royalty Licence
- Cinematography Licence
- Music, Singing and Dancing
- Alcohol

**8.2.** No intoxicating liquor may be brought on to or consumed on the school premises during or in connection with any hiring except with the Governors approval.

## **9. Caretaker**

**9.1.** If required to be in attendance, the school caretaker will give reasonable assistance, within the terms of their employment, to hirers. If the Hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the direction and control of the caretaker.

## **10. Cancellations**

### **10.1. By the Hirer**

Cancellations are to be made in writing at least 48 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will refund the fee.

### **10.2. By the School**

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours. The School will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

**11. Sub letting**

11.1. The Hirer must not sub-let to a 3<sup>rd</sup> Party

**12. Smoking**

12.1. The school operates a NO smoking policy anywhere on school property.

**13. Car parking**

13.1. The school expects all Hirers to ensure that all users of the premises are considerate to the school's neighbours in parking on and around school premises.

13.2. The school accepts no responsibility for loss of property, damage to cars or injury incurred by the use of the school car park for the purpose of school lettings

**14. Complaints**

14.1. If the Hirer is dissatisfied with any aspect of the letting details must be in made in writing to the Head Teacher.

**15. Termination**

15.1. Should the Hirer be in breach of the terms and conditions of the letting at any time the Governors reserve the right to terminate the letting immediately and no fee or part thereof will be refundable.

15.2. The Governors reserve the right to revoke without notice any contract for the hire of school premises.

**16. Alterations**

16.1. The Hirer shall not make any alterations or affix any items to the premises.

**17. Safeguarding**

17.1. The school is committed to safeguarding and promoting the welfare of children and young adults and expects Hirers and their representatives to share this commitment. The Governors require that for all hiring's involving groups working with children, appropriate level of Disclosure has been obtained and a copy provided to the school.

## Appendix A - Charges

	<b>Commercial (private use)</b>	<b>Educational (after school clubs)</b>
Hall per day	£100.00	£55.00
Hall per hour	£23.00	£16.00
Classroom per hour	£20.00	£10.00
Field	£100.00	£55.00
Field per hour	£20.00	£11.00
Playground	£20.00	£11.00
Swimming Pool per day	£210.00	£185.00
Swimming Pool per hour (minimum of 2 hours)	£42.00	£37.00
<b>Costs</b>		
Caretaker per visit		
Monday – Saturday	£26.00	
Sunday	£52.00	
After 6pm Opening	£14.00	
Closing	£14.00	

**Prices are inline with the Local Authority Charges as of October 2016**

## Application for Use of School Premises

Form ED110



Please complete this form using **BLOCK CAPITALS**

**School**

This application must be submitted to the school 21 days in advance for occasional use or one term in advance for regular usage.

**Your Surname**


**Main  
telephone**

**Your Forename(s)**

**Mobile**

**Your Address**


**Name of Organisation**

Will you be present during the letting period

Yes ☐

No ☐

If no please tell us about the person responsible

**Surname**


**Main  
telephone**

**Forename(s)**

**Mobile**

**Address**


**Please tick to show the type of attendance:**

a) Limited to members only

☐

b) Limited to members, parents and friends

☐

c) Open to the general public

☐

d) On payment of a charge

☐

e) By programme, to be paid for

☐

**If d) or e) who will receive the takings?**

**What will you use accomodation for?**

**Please tick to show which of the following facilities you need, or state the number if necessary**

Gymnasium	<input type="checkbox"/>	Changing Facilities	<input type="checkbox"/>	Playground (specify use)	<input type="text"/>
Showers	<input type="checkbox"/>	Football Pitch	<input type="checkbox"/>	Facilities for boiling water	<input type="text"/>
Classrooms	<input type="checkbox"/>	Cricket Pitch	<input type="checkbox"/>	Kitchen (specify use)	<input type="text"/>
Piano	<input type="checkbox"/>	Hockey Pitch	<input type="checkbox"/>		
Large Hall	<input type="checkbox"/>	Tennis Court	<input type="checkbox"/>	Number of people to be catered for	<input type="text"/>
Small Hall	<input type="checkbox"/>	Other Court (specify)	<input type="checkbox"/>	Exact period required	From <input type="text"/> To <input type="text"/>
Caretaker	<input type="checkbox"/>	Specialist room (specify)	<input type="checkbox"/>		
Swimming Pool	<input type="checkbox"/>				

Do you need the school to arrange insurance for you?      Yes ☐      No ☐      see condition 5 Terms and conditions on page 2

**Facilities Required**

Occasional use:      Date required         Time from:       Time to:

or

Regular use:      Every       Time from:       Time to:

Starting from      Date required         Until

**I undertake to pay the approved charges. I accept the terms and conditions of use set out on page 2.**

Signature       Date

### Terms and conditions of use for community school premises

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges as set out on form FIN 566 will be made on demand though schools may agree alternative arrangements for regular lettings covered by one approval eg (monthly, half termly, termly, quarterly etc). Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.
3. If in attendance as shown on form FIN 566, caretakers will give reasonable assistance, within the terms of their employment, to hirers.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon (whether provided by the Council or any other body or person). All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.
6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.
7. A hirer must not sub-let to another party.
8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.

9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.

(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.

10. No preparations are to be applied to the floor.

11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.

12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

*NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.*

13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.

14. Surrey County Council operates a No Smoking policy in all its premises.

15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.

16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.

17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.

18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.

19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS disclosure at an appropriate level (as defined by the Disclosure & Barring Service) for those individuals working in school premises on behalf of the hirer.

20. Power of Revocation

(a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.

(b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

(c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement?

***The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulations for the community use of schools. See Section M of the School Finance Manual***

## Appendix C – Letting Agreement

### Letting Agreement between Heather Ridge Infant School

And \_\_\_\_\_ (The Hirer)

The Governing body of Heather Ridge Infant School permits the use of space known as **[INSERT AREA OF SCHOOL]** for the purpose of **[INSERT PURPOSE]**.

#### The letting period

From **[INSERT DATE FROM]**

To **[INSERT DATE TO]**

#### I hereby understand and agree:

1. To pay the sum of £\_\_\_\_\_ for the above letting 7 days prior to the letting.
2. That the hire is subject to the Terms and Conditions of hire attached to this agreement and I have read, understood and agree to abide by these.
3. To provide a copy of our Public Liability Policy certificate.
4. To leave the school premises in good condition at the end of the hire
5. That any damage caused or noticed is reported to the school as soon as possible
6. Provide the school with copies of qualifications and or DBS certificates (if applicable)

I understand that failure to adhere to the lettings agreement and terms and conditions could result in further action and any future lettings being terminated.

Signed by the Hirer \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of Heather Ridge Infant School

\_\_\_\_\_ Head Teacher

## Notification of approval of letting of school premises

Form FIN566



To

Address

Postcode

Please complete this form

using BLOCK CAPITALS

Vat No 216 9472 49

Organisation

From

Address

Postcode

Your application for the use of the school premises has been approved as follows, subject to the terms and conditions set out overleaf

Your approval number is

School

Occasional Letting

or

Regular

Letting

Every

Starting from

Purpose of Use

Day	Month	Year

From		To	
------	--	----	--

--

From		To	
------	--	----	--

--

Until

--

Facility	Hours Required	Occasions	Rate	Total
				£0.00
				£0.00
				£0.00
				£0.00
				£0.00
Sub Total				£0.00
Add Vat				£0.00
Add refundable deposit				
Add insurance premium				
Total Amount Payable				£0.00

Select Instalment due as specifically agreed between the school and hirer

Amount due monthly £0.00

Amount due half termly £0.00

Amount due termly £0.00

Cheques should be made payable to



[Bacs payment details:](#)

**Note in the event of cancellation or any variation in the time of booking you must inform the Head teacher two weeks before the letting or a cancellation fee will be charged.**

### **Terms and conditions of use for community school premises**

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges as set out on form FIN 566 will be made on demand though schools may agree alternative arrangements for regular lettings covered by one approval eg (monthly, half termly, termly, quarterly etc). Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.
3. If in attendance as shown on form FIN 566, caretakers will give reasonable assistance, within the terms of their employment, to hirers.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon (whether provided by the Council or any other body or person). All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.
6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.
7. A hirer must not sub-let to another party.
8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.
9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.  
(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.
10. No preparations are to be applied to the floor.
11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.
12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.  
*NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.*
13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
14. Surrey County Council operates a No Smoking policy in all its premises.
15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.
16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.
17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.

18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.  
19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS disclosure at an appropriate level (as defined by the Disclosure & Barring Service) for those individuals working in school premises on behalf of the hirer.

20. Power of Revocation

- (a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.
- (b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.
- (c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement?

***The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulations for the community use of schools. See Section M of the School Finance Manual***

## Appendix E – Letter renewal of letting agreement

*Delete or vary as appropriate*

Dear

I **enclose/attach** an 'Application for the use of school premises' form which should be completed and returned to me if you wish to continue running clubs at ..... during the next school year. *Please also forward a copy of your up to date insurance policy and copy DRBs for any staff that will be running after school clubs for ..... School children/students.*

If this form is being sent part way through your letting period, then this has been done to bring your let in line with others the school currently runs. Please ensure the form is returned before the start of the new term. Lettings for the new school year will not be approved unless all payments for the existing year are cleared through the school bank account by .....

*I would like to take this opportunity to remind you that ..... School is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Governors require that for all lettings involving groups working with children, an appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises. Where a DBS disclosure includes convictions, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people. It is a condition of the let that you sign and return the attached letter indicating your commitment to the above.*

I would like to thank you for your continued support to the school. The additional activities we are able to provide through letting our facilities are an important part of our work with the local community.

Yours sincerely

**‘ ..... School is committed to safeguarding and promoting the welfare of children and young people and expects all hirers of school premises to share in this commitment. All hirers and individuals working in school premises on behalf of the hirer who are working with children are required to have DRB disclosure at an appropriate level (as defined by the Disclosure & Barring Service). ‘**

To: ..... School

From:

Address:

Tel:

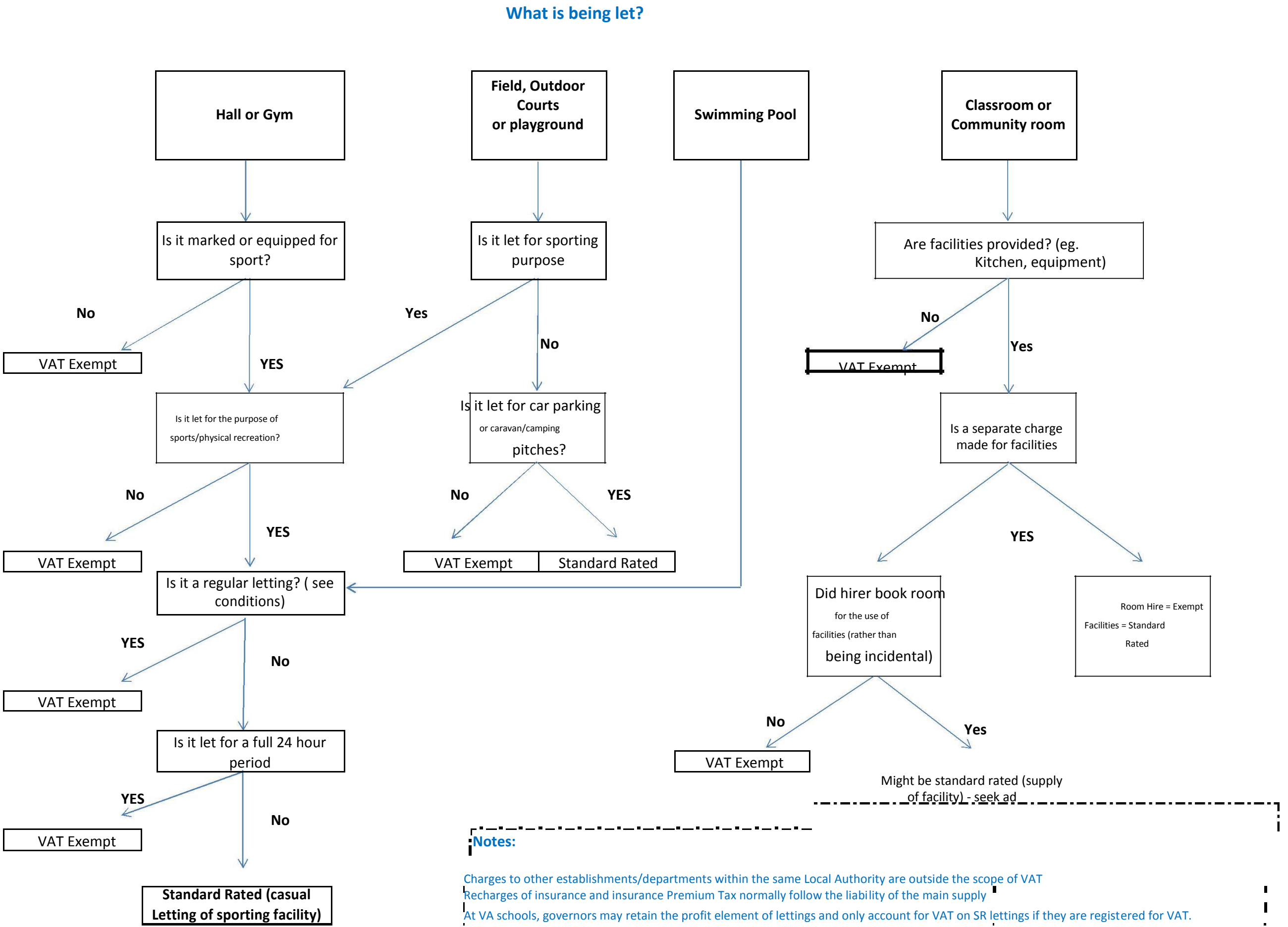
I confirm that all individuals running the club on my behalf have complied with the school requirement in respect of safeguarding children. All staff have satisfactory, fully enhanced DRB checks and in this respect I enclose copies of the following CRB checks;

Any staff changes will be notified to you and the relevant CRB copies forwarded at that time. Any change in the status of existing staff will also be notified.

I confirm that a register of children attending the club will be taken each week; staff will ensure that children leave the premises safely and are signed out by their parent or known representative.

.....

Signed for and on behalf of .....



Notes: Regular Sports Lettings  
Regular lettings must be:

- To a school, club or association
- For the same activity
- Booked at least 10 sessions
- At least 24 hours and no more than 2 weeks between sessions
- Agreed in writing that payment will be made for the entire series whether used or not
- Agreed that the hirer will have exclusive use of the facilities during their allotted periods.

Lettings that do not fulfil ALL the above conditions are casual lettings.

Appendix G – Key Holder Agreement  
Agreement between:

**[Name and address of school]**

And

**[Name and address of hirer]**

In respect of the hire of college premises as per the Letting Agreement dated .....

A member of **[name of hirer]** has been authorised by **[Name of school]** to hold the keys of the college premises subject to:

### **Key Holder Delegated Responsibilities**

The Key Holder's prime responsibility is the security of the premises.  
Prior to the commencement of the let the Key Holder will be made familiar with the school, particularly the operating of the alarm systems, location of a phone for emergency use, location of fire exits, procedures for security checking when locking up and the standards of cleanliness and tidiness. The Key Holder must also be aware of and accept that they are responsible for leaving the school secure at the end of each letting.

Access is restricted to agreed letting arrangements and is subject to confirmation of insurance being received.

### **Emergency Procedures**

In case of an emergency Key Holders should contact -----  
on Tel: ----- or the duty caretaker to resolve any problems that may arise during the let. An additional charge may be made if the caretaker is called out to the site.

### **Reporting of Accidents and breakages**

Any accidents or breakages should be reported to the school as soon as possible following the let, according to point 5 in the Lettings Terms and Conditions.

### **Key Holder Information**

Name	Address	Contact Number	Position

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I acknowledge receipt and take full responsibility for the keys to ----- while in my possession.

I understand that any key issued to me remains the property of ----- and is provided for my sole use as key holder

I understand that the key may not be duplicated, transferred or loaned to any other person

I understand that I am required to immediately report the loss, theft or damage to the key in my possession and that a charge for replacement will be made

I agree to return the key in my possession upon termination of the Letting Agreement or when requested to do so by -----.

I have read and understand the Letting Agreement and Key Holder agreement and agree to abide by these terms and conditions.

_____ Name	_____ Signature of Key Holder	_____ Date
---------------	----------------------------------	---------------

_____ Name	_____ Signature of Key Holder	_____ Date
---------------	----------------------------------	---------------

_____ Name	_____ Signature of Key Holder	_____ Date
---------------	----------------------------------	---------------

Signed on behalf of -----

_____ Name	_____ Signature	_____ Date
---------------	--------------------	---------------