



Hart Hill Nursery School

Lettings Policy

Updated Summer Term 2024

Ratified by SLT on 8/15/24.

Signed 18/2024

To be updated Summer Term 2025



Introduction

The Governing Body of Hart Hill Nursery School is keen to see that the premises at our school are used for the benefit of the whole local community. This policy outlines the procedures for the school with regards to lettings. It sets out the facilities available, the charges and the responsibilities of the Governors and users when the school premises are hired.

The governing body of the school controls the use of the premises out of school hours. The school may retain income from lettings at charges determined by its governing body. Likewise the school is responsible for all expenses incurred from the operation of lettings.

The Local Authority may make directed use of the premises for which the school will receive an appropriate income paid to the school's budget.

The school has facilities that local organisations may wish to hire on a regular or occasional basis. The premises may be hired later in the evening or at weekends on an occasional basis, in agreement with the Headteacher and premises staff.

Lettings may be refused during school closures due to maintenance and deep cleans, and also during the site agent's annual leave.

Aims

- To observe the requirements of the daily operation of the school, its associated and extra-curricular activities and to not intrude on these events
- To maximise income from the letting of the premises out of school hours
- To promote the school within the local community, developing good relationships, both with organisations and individuals
- To provide clean, well maintained safe facilities and equipment as agreed for hirers
- To provide hirers with perceived value for money lettings and an efficient booking/administration system
- To maintain the security of the premises and deter any unauthorised persons from the site whilst lettings are in progress

Roles and Responsibilities

The Business Manager is responsible for the efficient and cost effective management of all aspects of the lettings. They may administer established, regular lettings on an ongoing basis. Any new or occasional lettings should normally be approved by the Headteacher on behalf of the Governing Body.

The Business Manager is responsible to ensure that all paperwork for lettings is completed prior to an event taking place (see appendices). They will update the terms and conditions as the needs arise, at least annually.

The Headteacher is responsible for reviewing and developing the policy and procedures for lettings, in conjunction with the Governing Body.

The Site Agent is responsible for monitoring the quality of service provided to hirers. They are also responsible for opening and closing the site.

Charges

The school may charge prices determined by the Headteacher and Governing Body. These charges may be applied to any external hirer. The school's current schedule of charges is obtainable from the Business Manager and shall be reviewed annually in the Spring Term, by the Finance and Staffing Committee.

Use of school ICT and educational equipment, as well as school resources, is subject to consultation with and approval of the Headteacher. Where required a deposit for the use of equipment and resources may be required.

Monitoring of the Policy

The Governing Body will monitor the policy through regular updates at termly Finance and Staffing Committee meeting. The Governing Body reserves the right to withdraw lettings, without reason, should the need arise. This policy will be reviewed annually or sooner should a loss in income be predicted.

Terms & Conditions for lettings

1. Responsibility

1.1. Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £1 million.
- Providing the school with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the school.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the school of the activities that will be undertaken on the premises.
- Adhering to the school's Letting School Premises Risk Assessment.

2. Charges

2.1. The Headteacher is responsible for determining charges for the letting of the school premises – a charge may be imposed to cover the following:

- Costs of services (e.g. heating and lighting)
- Costs of staffing, including “on-costs” (e.g. additional security or caretaking)
- Costs of administration
- Costs of wear and tear
- Costs of insurance (if the school has arranged its own public liability insurance – see the hire terms and conditions)
- Costs of using the school's equipment, if applicable
- Profit element, if applicable

2.2. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.

2.3. The charge issued for each letting will be reviewed annually by the governing board.

2.4. Current charges will be provided to the governing board in advance of any lettings being arranged.

2.5. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

2.6. The school requires a 50% deposit of the overall fee to be paid to the school to secure a booking.

2.7. The remaining amount will be paid to the school one month before the requested booking date.

2.8. Hirers will provide the school with at least 14 days' notice before cancelling a single booking. 1 month notice is required for regular booking.

2.9. If hirers fail to comply with paragraph 4.10, the school will keep the hirers deposit.

2.10. If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

- 2.11. In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the school facilities until the full amount has been paid.
- 2.12. There will be a grace period of 30 days for payment to be made, after this period, if a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

3. VAT

- 3.1. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

4. Managing lettings

- 4.1. If the headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing board and reach a decision together.
- 4.2. Organisations wishing to hire the premises will approach the headteacher, who will identify their requirements and clarify the facilities available.
- 4.3. The headteacher will review the application; they have the right to refuse an application and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing.
- 4.4. Once the letting has been approved by the headteacher, a letter of confirmation will be sent to the hirer, and the hire agreement will be completed.
- 4.5. The hirer will be invoiced for the cost of the letting as appropriate in accordance with the school's charges decision.
- 4.6. The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.
- 4.7. All lettings fees that are received by the school, will be paid into the school's independent bank account, to offset the costs of services, staffing etc. (which are funded from the school's delegated budget).
- 4.8. Fees can be paid in cheque or bank transfer. The hirer will state how they intend to pay in their application form.
- 4.9. The School Business Manager will provide the hirer with the relevant bank details.
- 4.10. Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

5. Safeguarding

- 5.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.
- 5.2. All hirers must state the purpose of the hire.
- 5.3. Each application will be vetted by the DSL and any concerns will be reported to the headteacher prior to approval.
- 5.4. When determining whether to approve an application; the headteacher will consider the following factors:
 - The type of activity
 - Possible interferences with school activities
 - The availability of facilities
 - The availability of staff
 - Health and safety considerations
 - The school's duties with regards to the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the ethos of the school
- 5.5. An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).
- 5.6. If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they should contact the headteacher immediately.
 - 5.7. The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
 - 5.8. Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from the school premises.
 - 5.9. All hirers will read and review the school's Child Protection and Safeguarding Policy.

6. Asbestos

- 6.1. The school's Asbestos Management Policy will be available to hirers.
- 6.2. The site manager will inform all hirers of any asbestos-containing materials (ACMs).
- 6.3. When approving the applications to hire the premises, the site manager and the headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.
- 6.4. The known ACMs on the school's premises are: Boiler room
- 6.5. The site manager will ensure that the hirers have access to the school's asbestos management survey.
- 6.6. The site manager will ensure that the hirers have access to the school's Asbestos Management Plan (AMP).
- 6.7. If the school finds that there has been, or may have been, an unplanned disturbance of asbestos, the following action will be taken:
 - The hirers will be informed by the headteacher immediately
 - All activities will stop, and everyone will be evacuated from the affected area
 - Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
 - Items, including equipment, books, or personal belongings, will not be moved from the area
 - Advice will be sought from an asbestos expert regarding remedial action
- 6.8. Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
- 6.9. Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.
- 6.10. Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.
- 6.11. The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff and hirers.

7. Emergencies and health and safety

- 7.1. The site manager and headteacher will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.
- 7.2. In case of an emergency, the hirer should have mobile phone on-site at all times to be used to call the emergency services.
- 7.3. The site manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 7.4. The site manager will show hirers where first aid kits are should they be required.
- 7.5. A first aider (provided by the hirer) will be on site at all times.
- 7.6. Smoking is not permitted on the premises at any time.
- 7.7. The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.
- 7.8. The headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.
- 7.9. The hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.
- 7.10. The hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.

8. Using the site

- 8.1. The hirer will liaise with the site manager to ensure the school remains secure before, during and after use.
- 8.2. The school premises are closed after 9:00pm to avoid any noise complaints from neighbouring residents.
- 8.3. Keys/security codes will not be passed to any hirer or other person without written permission from the governing board.
- 8.4. The site manager will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.
- 8.5. The school uses a 'three strike' rule when handling noise complaints lodged against hirers.
 - Strike one – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.
 - Strike two – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
 - Strike three – the hirer will be barred from booking the school premises for any activity for a period of two months. The governing board also expects the hirer to issue an apology to the school and complainant in writing.
- 8.6. The use of public announcement systems and loudspeakers must be agreed with the headteacher, this agreement must include a maximum noise level which is not to be exceeded.
- 8.7. The school's car park is available to hirers during their time on the premises; however, the governing board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 8.8. In the event of additional parking being required, the site manager will ensure the school premises remain accessible to the emergency services, should they be required.
- 8.9. Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the headteacher

9. Equipment

- 9.1. Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the headteacher to use any additional equipment once the form has been submitted.
- 9.2. The site manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The site manager will review this inventory after the hirer uses the equipment to ensure its proper use.
- 9.3. Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or headteacher. Where permission has been granted, the site manager will oversee the move.
- 9.4. If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.
- 9.5. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 9.6. Any seating provided is limited to the number of chairs on the premises.
- 9.7. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
- 9.8. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- 9.9. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 9.10. CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's CCTV Policy.
- 9.11. Hirers will report any stolen or missing equipment to the site manager immediately.
- 9.12. Risk assessments for manual handling will be carried out by the headteacher and site manager in accordance with the school's Manual Handling Policy.
- 9.13. The hirer will prepare food and drink in line with current food and hygiene regulations.

10. Data protection

- 10.1. The school will adhere to the Data Protection Policy at all times.
- 10.2. The school will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.
- 10.3. The school will provide hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties.
- 10.4. The school will ensure that the hirer's information is processed in accordance with the GDPR and Data Protection Act 2018.

Applicant for Hire of Hart Hill Nursery School's Premises

Name of Organisation/Business			
Registered Address of Organisation/Business (for invoicing purposes)			
Contact Name (if different from above)			
Contact Address (if different from above)			
Telephone number(s)			
Email address			
Purpose of hire			
Area(s) to be hired (please tick as required)	Playground	£20 Per hour	
	Car Park	Free with another payable area	
	Out of hour charge	£30 per booking	
	Classroom/Hall	£20 per classroom/per hour	
	Dining & Kitchen room	Free with another payable area	
	Sensory Room	£10 Per hour	
	One off admin fee (for single use only)	£10	
	Equipment(s)		
Number of expected attendance			
For single use			
Date for Hire			
Times for Hire			

For regular use						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
Full time / Term time only (please delete as applicable)						
Frequency						
Duration						
Equipment hire						
Require by school						
Brought in School						
By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.						
I acknowledge that my signature confirms all the details in this application form are correct.						
Signed				Date		
Print Name				Position		
Office use						
Headteacher				Date		
Approved/Not approved						
Charges						
Deposit						
Amount Paid						
Outstanding Amount						

Price List for Lettings

Facility	Charges (Per hours)	Out of hours Chargers*	Comments
Playground	£20	£30 per booking	
Car Park	Free with another payable area		
Family Room	£10		
Classroom/Hall	£20 per classroom		
Dining & Kitchen room	Free with another payable area		
Sensory Room	£10		
One off admin fee (for single use only)	£10		

* (Weekend and evening charges)

Prices are negotiable if three or more chargeable areas are hired.

Hire agreement

<p>The school will process the data collected in this agreement in accordance with the GDPR and the Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed on the school website</p>			
Name of Hirer			
Address of Hirer			
Organisation			
Telephone number(s)			
Email address			
Purpose of letting			
Area(s) to be hired			
Details of any school equipment to be used			
Date(s) of hire		Period(s) of hire	
Deposit			
<p>The governing board agree to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified</p>			
<p>The hirer accepts all the conditions of hire as set out in the attached terms and conditions document</p>			
<p>The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury</p>			
Hirer's Signature		Date	
Headteacher <small>(on behalf of Hart Hill Nursery School)</small>		Date	