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| **Policy:**  | Lettings Policy |
| **Person Responsible:** | Mr J P Tickle |
| **Governors’ Committee:** | Policy and Finance Committee |
| **Revised Date:** | December 2023 |
| **Next Review Date:** | Autumn 2024 |
| **Signature:** |  |

**Lettings Policy**

**1. ADOPTION**

The Governing Board at Abbot Beyne School have adopted the lettings policy as set out below.

**2. INTRODUCTION**

The Governing Board will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

**2.1 DEFINITION OF A LETTING**

A letting may be defined as ‘any use of the school premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

**2.2 CHARGES FOR A LETTING**

The Governing Board is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges.

**3. APPLYING TO USE THE SCHOOL**

Applying to use the school premises should be made to the Site Manager and the Letting Agreement should be filled in at least 21 days before the event.

The Site Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Site Manager is responsible for the management of lettings, in accordance with the school’s policy, but the Headteacher retains overall responsibility.

If the Site Manager / Headteacher has any concern about the appropriateness of a particular request for a letting, he / she will consult the Chairman of the Policy & Finance Committee, who has the authority to determine the issue on behalf of the Governing Board. The Governing Board has the right to refuse an application and no letting should be regarded as ‘booked’ until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

**4. LETTING AGREEMENT**

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the Letting Agreement (Appendix A) and the Letting Indemnity Form (Appendix B). The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address. The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school’s bank account to offset the costs of services, staffing etc.

**4.1 TERMINATION OF LETTING AGREEMENT**

The Headteacher, or the Chair of the Governing Board, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

**5. SAFEGUARDING**

The hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Criminal Record Bureau checks. The Governors reserve the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

**Appendix A**



**LETTING AGREEMENT**

**between Abbot Beyne School**

**and**

**……………………………………………………………………….**

Accommodation and Facilities required:

Dates and times:

Purpose of letting:

Name of organisation:

Will alcohol be brought onto the premises: YES/NO

(The approval of the Chair of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises).

Are you obtaining a licence for sale of alcohol: YES/NO

Have you got insurance to cover the letting: YES/NO (See Appendix B for Lettings Indemnity Form)

Full name of hirer:

Address of hirer:

Contact Number:

Email:

Signature of hirer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please complete and return to Tim Phillips (Site Manager) at Abbot Beyne School.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Headteacher) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment being made in full in the first week of each term £??? per term, prior to the letting(s) taking place;

Payment Dates: DD/MM/YY Bursar will email invoice hirer each term and a receipt will be issued

**Appendix B**



**LETTINGS INDEMNITY FORM**

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are stated below:

Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiry Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Address of Insurance Company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Indemnity Limit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DECLARATION (Please read before signing)

I have received a copy of the Lettings Policy for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated. I am over 18 years of age.

Signature of Hirer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is confirmed that the accommodation required is available for the times and dates requested. The agreement has been approved by or on behalf of the Governors and that the Hirer has been informed accordingly.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Headteacher Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: Mr Jamie Tickle (Headteacher)

**Safeguarding**

The hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Criminal Record Bureau checks. The Governors reserve the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.