

Wootton Bassett Infants' School



Letting Policy

Author:	WBIS
Approved Date:	September 2024
Review Date:	September 2025
Review Cycle:	1 year
Approval Level:	HT/FGB

Contents

1. Aims	2
2. Areas available for hire	2
3. Charging rates and principles	3
4. Application process	5
5. Terms and conditions of hire	6
6. Safeguarding	7

1. Aims

Wiltshire Local Authority has delegated to Governing Bodies the responsibility for control of lettings of school premises and charges levied in respect of lettings, in accordance with Chapter 6 of the [DFE Governor Handbook](#). Consequently, all lettings will be at the discretion of the school's Governing Body, which retains the right to refuse a letting if it is considered not to be in the best interests of the school. The governing body delegate the headteacher to process applications on their behalf. Furthermore, the Governors and Headteacher will consult before deciding to let any particular part of the school property not listed in section 2.1. The LA role is limited to checking that delegated funds are not used to subsidise use of school premises by outside users.

We aim to:

- 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.
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Main school hall
- Classrooms
- Playing fields

➤ 2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST			
		COMMUNITY		COMMERCIAL	
		Mon-Fri before 9pm	Weekend	Mon-Fri before 9pm	Weekend
Main School Hall	100m ² (approx. 200 seated)	Charges start at £16 dependent on requirements. Quote available following submission of application.			
Classrooms	Classroom 1 = 54m ² Classroom 2 = 27m ² (top) 51m ² (bottom) New build classrooms = 74 m ²				
Outdoor Playing Facilities	Inc. Pirate ship, slide, school field and playground.				

Definition of Rooms

- A room includes the use of sanitary facilities and access within the premises.
- The hall is equivalent to 2 rooms.
- No additional payment will be made for kitchen and preparation areas.
- A classroom is equivalent to 1 room.
- Outdoor Playing facilities are treated as 1 additional room.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are dependent on the individual requirements. There are three categories of letting, a category being determined by the 'purpose' of the letting. The categories are:

- a) Educational, i.e., to directly benefit the school
- b) Community, i.e., persons or not for profit organisations within the local community wishing to hire the schools facilities for charity, educational or sporting reasons
- c) Commercial, i.e., people, or organisations wishing to use the school's facilities for commercial reasons.

We will arrange for the opening and closure of the premises for hirers and a fee for this is included in the cost (unless other arrangements have been made). However, weekend lettings may not always be possible.

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.

The school will not hire out its premises to hirers under the age of 18.

3.2 Fee Income

It is essential to ensure that income at least covers expenditure.

Fees should be received and banked for all lettings.

3.3 Lettings Administrator

The School Business Manager and Headteacher will be in charge of the administration of the lettings policy and in the administration of lettings.

3.4 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 14 days' notice if possible. However, it may be necessary to cancel without notice in exceptional circumstances, for example, if the premises are required for statutory purposes, such as an election. Use of the outdoor playing facilities may be cancelled at any time should we consider that they are unfit for use. A full refund will be issued if we do cancel the 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 14 days' notice. If less notice than this is given, a 50% cancellation charge may be levied in certain circumstances.

3.5 Review

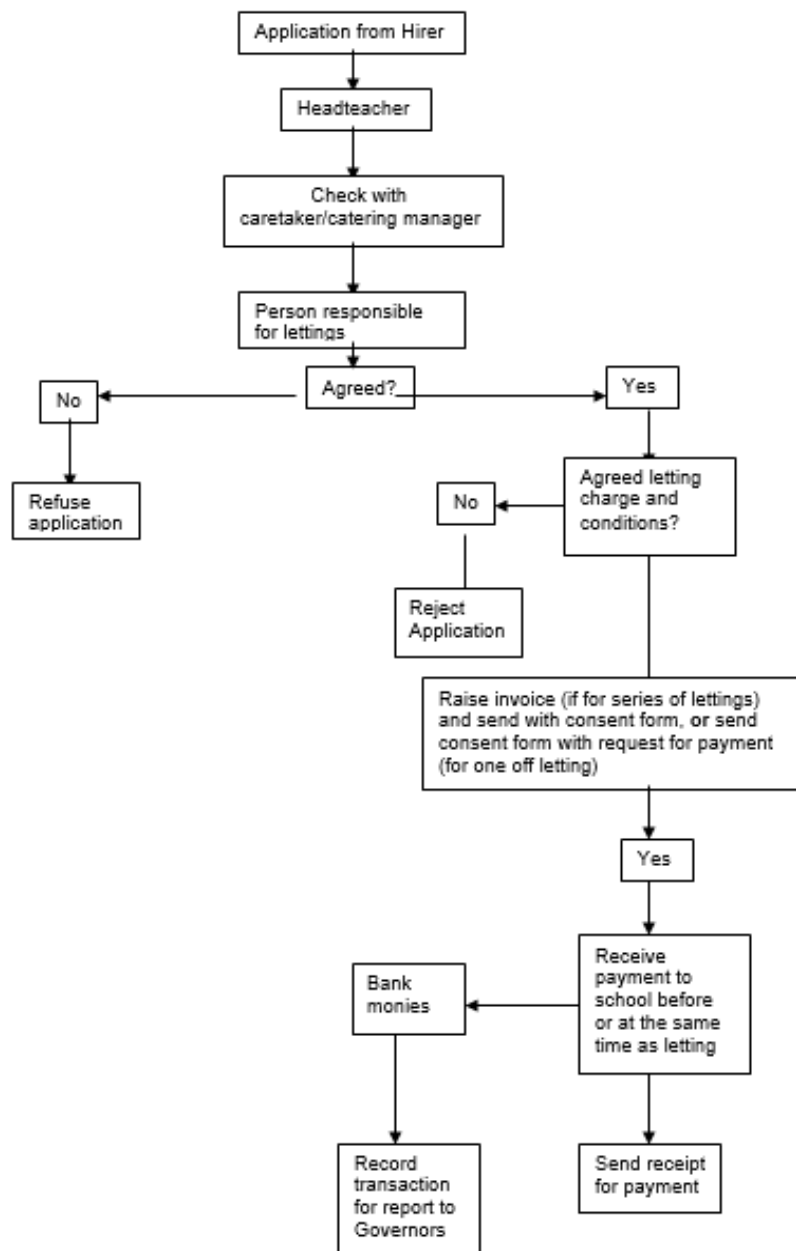
The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is achieved.

The Governing Body will review all lettings annually, with a lettings' summary report from the School Business Manager. The Finance panel will review:

- a) The policy,
- b) The charges,
- c) The categories.

The review may determine changes to hirer categories, use of the facilities, management arrangements and fees. The charges will then be fixed for the coming academic year, i.e., September to August.

3.6 Decision Tree



4. 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 details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance, which must be £10 million as a minimum.

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, or reputational damage may occur. If there is concern about the aims and ideas of an organisation the Governing Body will seek the advice of the LA.

5. 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.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. 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.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive hirer and no relationship of landlord and tenant is created between the hirer and the school by this agreement.
4. The hirer shall not sub-let any of the premises under the agreement.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the agreement, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the agreement.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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 and must take out its own public liability insurance (minimum £10 million) with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 working days before the start date of the agreement.
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 agreement 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 agreement 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 agreement.
12. Any cancellations by the hirer received with less than 14 days' notice may not be refunded in full.

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. Smoking and vaping are strictly prohibited within the school building and grounds.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the 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 agreement and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the agreement 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 licenses for any activities they are running, including those required for use of any third-party intellectual property. If alcohol is to be sold on the premises, specific permission must be granted by the school and the hirer must provide the school with a copy of the license.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to his use of the premises.
22. The school's premises letting policy, the relevant hire request form submitted by the hirer and the relevant letting confirmation letter issued by the school shall apply to and are incorporated in the agreement.
23. This agreement 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 agreement.

6. Safeguarding and Child Protection

We are dedicated to ensuring the safeguarding of our pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding policies and procedures 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.

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 sections 2 and 5 of this policy. If you have any questions, please contact the School Business Manager.



[Request for hire of the school premises - Fill in form](#)

Once completed and submit. 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.