

# Welton St. Mary's Church of England Primary Academy



## Our Vision

As an inclusive Christian community we value each person, seeking to release everyone's full potential as promised by Jesus Christ. We seek to provide a safe, inspiring and creative learning environment providing opportunities for all to flourish. Through challenge, support and care, we strive for excellence in all that we do; always building on the foundations of shared values with consistently high expectations rooted in God's love. Together we are encouraged to be agents of positive change in this world.

*'May the God of hope fill you with all joy and peace as you trust in him, so that you may overflow with hope by the power of the Holy Spirit.'* Romans 15:13

**Wisdom Hope Community Dignity**

## Lettings Policy

Approved September 2023

Review Bi-annually

Next Review Term 2 2023-24

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## 1. Aims and scope

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
- Hire out facilities in a way that is safe, following government guidelines and the school’s risk assessment(s)

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall – Large, Small or both
- Classrooms
- Playing fields
- Playground for example: netball courts

Other areas may be considered please enquire with the school office.

### 2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19. The capacity of the spaces will be confirmed at time of hire request and will consider of the possible need for resources such as chair hire and other equipment.

The maximum rates for hiring each area are as follows:

<b>WELTON ST MARY'S CHURCH OF ENGLAND PRIMARY ACADEMY</b> <b>SCALE OF LETTINGS CHARGES 2023/2024</b>		
<b>Room</b>	<b>Time</b>	<b>Hourly Rate</b>
<b>After School hire</b>		
Hall (Large)	Monday to Friday After 3.30 and before 6pm	£15.00
Hall (Large)	Monday to Friday After 6pm to Midnight	£20.00 per hour
Hall (Small)	Monday to Friday Before 6pm	Not Available – Kids Club Runs
Hall (Small)	Monday to Friday 7pm to Midnight	£25.00 per hour
<b>WEEKENDS</b>		
Hall (Large)	Weekend	£20.00 per hour

	All Day	
Hall (Small)	Weekend All Day	£18.00 per hour
During School Day		
Hall (Small)	9.00am to 3pm	£35 per day
<b>Kids Club – Has Priority Booking.</b>		
Hall (Small)	Term Time (7am – 9am and 3.30pm – 6pm)	£35.00 per day
Hall (Small)	Holiday Period 7am-6pm	£55.00 per day
Other Spaces available to Hire		
Classrooms	Monday to Friday After 3.30pm and Before 7pm	£15.00
	Monday to Friday After 7pm	£28.00
Sports field area	Monday to Friday After 3.30pm and Before 6pm	£15.00
	Monday to Friday	£28.00

	After 6pm	
Playground area	Monday to Friday After 3.30pm and Before 6pm	£15.00
	Monday to Friday After 6pm	£28.00

- Where site manager is required to be in attendance to ensure school lockup is secure, the hire of the area accrue an extra charge to cover his attendance.
- Any fund-raising events held for the benefit of the academy will be free of charge.
- The total letting fees cover opening and closing plus one hour's work allied to the letting including preparatory work and cleaning.
- The Governing Body will determine whether there is a need for the Site Manager to be in attendance during the letting. If the Site Manager is not available, the Governing Body reserve the right to nominate a key holder at its discretion.
- Charges for playgrounds and the field will be as those shown for the hire of a small hall.
- The small hall will be hired out on a permanent basis to the local Kids Club each morning prior to the start of school and each evening after school and during all school holidays.
- The use of the mobile by the William Farr Pre-School is to be covered by a lease agreement between Lincolnshire County Council and William Farr Pre-School.

### 3. Charging rates and principles

#### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. 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. We may decide to impose an additional cleaning fee on top of the hiring rates.

#### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days' notice. 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 10 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

#### 3.3 Review

The revenue raised from hiring out will be reviewed by the Finance Manager & Finance Assistant and will be fed into the school's financial reporting, to ensure best value is being achieved

## 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 & Operations Manager.

The premises will not be hired out to extremist groups or those who popularise hate or intolerance to those with protected characteristics.

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 and vision of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

## 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, of the school to the licensee.
3. 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.
4. The hirer shall not sub-licence any of the premises under the licence.
5. 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.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
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
9. 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 14 days before the start date of the licence.

10. 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.
11. The hirer will not carry out any activities that are deemed extremist nor popularise hate of intolerance to those with protected characteristics.
12. 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
13. 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.
14. Any cancellations by the school made with at least 5 days notice will be refunded.
15. Any cancellations by the hirer received with less than 10 days notice will not be refunded.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. 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.
18. The hirer will clean Any equipment used on the premises and clean the premises after use. Hirer will ensure they leave the hired area in the same condition they arrived at and report any breakages or issues to [Enquires@welton-st-marys.lincs.sch.uk](mailto:Enquires@welton-st-marys.lincs.sch.uk)
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
20. 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.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. 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.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.

26. 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.
27. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
28. 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.

## **6. 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 schools safeguarding team via Email or telephone (01673 860339) as soon as reasonably practicable.

## **7. 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, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full governing board.



## **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 Mrs Gough or the School Operation manager through

[Enquiries@welton-st-marys.linc.sch.uk](mailto:Enquiries@welton-st-marys.linc.sch.uk)

Name of applicant/organisation and company number (where applicable)	
Applicant 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	
Is this a recurring request, or one off? 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 we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Please return this form via email [Enquiries@welton-st-marys.linc.sch.uk](mailto:Enquiries@welton-st-marys.linc.sch.uk) who 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.