TRIMLEY ST. MARTIN

School Letting Policy
Normal Operating

Approved by:	Full Governing Body	**Date:**	28.11.24
Last reviewed on:	October 2024		
Next review due by:	Spring Term 2026		

TRIMLEY ST MARTIN PRIMARY SCHOOL
SCHOOL LETTINGS POLICY – Normal Operating

TABLE OF CONTENTS

INTRODUCTION
DEFINITION OF A LETTING
EVENT NOTICES
LICENSING
FLOWCHART
CHARGES FOR A LETTING
LETTING TIMES, AVAILABLE FACILITIES AND EQUIPMENT
SECURITY
MANAGEMENT AND ADMINISTRATIONS OF LETTINGS
ADMINISTRATIVE PROCESS
CANCELLATIONS
APPEALS PROCEDURE
COMPLAINTS PROCEDURES
LETTING CHARGES
CAPACITY
SAFEGUARDING

INTRODUCTION

The Governing Body of Trimley St Martin Primary School wish to make every reasonable effort to facilitate the use of Trimley St Martin Primary School by the Community as a whole. The purpose of this policy is to:

- provide clear guidance on lettings and the hire of school premises
- enable safe access to the school site and premises
- promote the use of school facilities by the wider community
- safeguard the interests of Suffolk County Council and the school

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

DEFINITION OF A LETTING

A letting may be defined as "any use of the school buildings and grounds by parties other than the school". A letting must not interfere with the activities of the school.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the schools delegated budget and do not require a letting agreement.

There are three types of letting agreements:

1. **Licence Agreement** – this arrangement is used when members of the public wish to use an area of the school premises for an activity. An example is the use of field to play football or use of a room/hall for members of the public to practice singing. A Licence Agreement should be completed which lists terms and conditions for the use of the premises. Anyone wishing to hire a room on behalf of a commercial organisation, registered charity, established group/ association or who is employed for the purposes of the activity must enter into a Transfer of Control Hire Agreement (see below). Anyone providing a service to children will also require a Transfer of Control Agreement. This agreement does not create a business tenancy.

2. **Transfer of Control Agreement** – this agreement is used when the Governing Body is approached by a third party to provide a service/ activity to children or members of the community on the school premises. Such activities will not be supervised by school staff. Examples include dance tuition, arts and crafts clubs, sports coaching, community groups, associations, and commercial organisations.

   The Governing Body will either share control of the premises with the provider or transfer control to the provider for times specified within the agreement. This type of agreement allows providers to use school facilities without the management or administrative time of school staff. The governing body must obtain the Local Authority's consent before entering into a Transfer of Control Agreement to ensure the correct agreement and permissions are attained. This agreement does not create a business tenancy.

3. **Permanent Lease Agreement** – this agreement is used when the Governing Body wishes to have permanent groups on site who occupy parts of the premises on an exclusive basis. The school will not have access or use of a room and the occupier controls the space. An example is an independent nursery occupying a part of the school premises. A lease agreement will be required for this arrangement. The lease creates a business tenancy and will be covered by Landlord and Tenant Legislation therefore the Governing Body must contact Property Services within the Local Authority who will draft the necessary lease agreement based on the individual requirements of the school

EVENT NOTICES

Hirers holding an event within the school premises may require a temporary event notice. Consultation will need to take place with the school regarding such things as:

- Number of people present
- Capacity of the Venue
- Marking of emergency exits
- Provision of emergency lighting
- Safety plans

LICENSING

Some activities and services require specific licences for example:

- Prize Bingo
- Public Entertainment
- Lotteries and amusement licence
- Theatre Licence

Contact will need to be made with the Council's Licensing section to obtain advice and the specific requirements thereof.

LETTINGS FLOWCHART

Receive request to make use of facilities

↓

Will the use interfere with the delivery of education to pupils? → YES → **CANNOT BE ACCOMMODATED**

↓

Assess potential risks / impacts (and solutions) associated with the proposal and determine if the proposal is appropriate for the school:

School Security / Safeguarding / Traffic Management / Fire Safety / Insurance Requirements / Increased Costs / Asbestos Management / Premises Work / Accessibility / Equalities Law / Compliance with Regulations/Qualifications

↓

Can issues be covered without impact on education or school budget? → NO → **CANNOT BE ACCOMMODATED**

↓

YES

Is the hire for general use by the public or for the provision of services to children or adults? → General use by public → Hirer to Complete Letting Agreement Form

↓

Provision of Services to Children or adults

↓

Is the hire required for specified periods of time or on a permanent basis? →

- Specific Periods of Time → *Hirer to apply for transfer of Control Agreement
- Permanent Basis → *Contact Suffolk County Council to apply for a permanent lease agreement.

* Advice and approval required by Local Authority

CHARGES FOR A LETTING

The Governing Body is responsible for setting charges for a letting on the school premises.

A charge will be levied which includes but is not limited to the following:

- Cost of services (e.g., heating & lighting etc)
- Cost of staffing (e.g., security, caretaking & cleaning etc)
- Cost of "wear and tear"
- Cost for use of school equipment (if applicable)

The charges will be reviewed and approved annually by the Governing Body. Current charges will be provided in advance of any letting being agreed. The school is constrained by law to apply value added tax to all transactions where this is appropriate.

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

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

LETTING TIMES, AVAILABLE FACILITIES AND EQUIPMENT

Facilities and Equipment available for hire:

- Playing field
- Playground
- Hall
- Toilets
- Classrooms
- Activity Areas including kitchen facilities
- ICT Suite
- Music System
- Interactive Whiteboards
- Staging and Lighting
- PE Mats

Letting Times:

During Term Time	Monday to Friday	4.00 p.m. to 10.00 p.m.
	Weekends	9.00 a.m. to 10.00 p.m.
During School Holidays	Monday to Friday	4.00 p.m. to 10.00 p.m.
	Weekends	9.00 a.m. to 10.00 p.m.

Variations to the above facilities and times will be subject to the approval of the Governing Body.

SECURITY

- Lone working procedures need to be in place to cover the person unlocking/locking up and other support activities. Separate guidance on lone working is available if required.

- The hirer is responsible for the health and safety issues, not the school. All statutory requirements must be observed, and school specific requirements complied with.

- Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park. As the hirer is in control of such lighting, they will be shown where the switches are. Stewards must have torches to assist in the event of an evacuation.

- When using the school hall, the hirer needs to ensure that the site is secure before leaving and that all windows and doors have been closed and lighting switched off. If applicable tables and chairs

should be left as you found them and or equipment. If there are any problems onsite, please contact the custodian Steve Southernwood on 07930368791, this includes building repairs and damages.

- Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known to the users.

- The school and county council will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.

- The hirer must ensure that only that part of the building hired is used and must observe any instructions given by the site supervisor/ member of school staff concerning the area available.

- Hirers are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.

- Hirers will be acquainted with the emergency and evacuation, including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring. They should also arrange for a practice evacuation. Fire appliances must not be removed or tampered with other than for fire fighting purposes. The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up specific evacuation plans for any disabled people. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.

  Should the fire alarm sound when you are onsite, please ensure that everyone immediately vacates the building using the hall emergency exit doors, or the nearest escape route. You should all meet in the playground, where signed, and telephone the emergency services (999) from either a mobile telephone or neighboring property. You should check and make sure that everyone is accounted for. If someone is missing, please do not re-enter the building but wait for the emergency services.

MANAGEMENT AND ADMINISTRATIONS OF LETTINGS

The responsibility for the management of lettings lies with the full Governing Body of the school. The day-to-day management decisions are made by the Governing Body (or one of its committees where powers have been delegated). Direct onsite responsibilities lie with the Headteacher or Business Manager.

The Headteacher will need to be satisfied that the Hirer is able to manage the let in accordance with school principles and policies before agreeing to accept the booking. If the Headteacher does not feel that satisfactory management procedures will be in place during the let they should not accept the booking application. If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, he/ she will consult with the Chair of the Governors who can seek advice from the Local Authority.

Reporting on lettings will be made to The Governing Body termly and will include information on users, outcomes, finances, incidents and accidents, enquiries, and any lettings refused.

ADMINISTRATIVE PROCESS

An individual or organisation should approach the Headteacher or Business Manager to request the use of facilities.

Using the flowchart, the Headteacher or Business Manager will determine if the let can be accommodated and what type of agreement is appropriate, Licence Agreement, Transfer of Control Agreement or Permanent Lease Agreement. Risks associated with the let will be considered and acted upon as appropriate.

Licence Agreement

1. The Applicant should sign the Letting Agreement, acknowledging and agreeing to adhere to the stated terms and conditions.

2. The Hirer should pay the fee prior to the date of the hire.

Transfer of Control Agreement

1. Applicants should complete the Letting Agreement and Licence Agreement form and return to the Business Manager or Headteacher ***(see Appendix A)***.

2. The Headteacher or Business Manager will consult with the Governing Body (or delegated committee) to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the school.

3. Where applicants are unsuccessful, the reason should be stated on the application form and returned to the applicant. The applicant may wish to appeal the decision using the appeals procedure set out in this policy.

4. Where the application for a let is accepted, the applicant will be contacted and asked to enter into a Transfer of Control Agreement. The Governing Body (or delegated committee) should consult with the Local Authority to develop the agreement***.***

5. All documentation required from the applicant for the Transfer of Control Agreement should be checked and verified by the Headteacher or Business Manager.

6. Once the Transfer of Control Agreement has been signed, the hirer should pay the letting invoice, in full, 7 days prior to the date of the let, or before the first occasion if it is a block booking.

Permanent Lease Agreements

1. The Headteacher or Business Manager will consult with the Governing Body to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the school.

2. The Governing Body should contact Local Authority who will draft the necessary lease agreement based on the individual requirements of the school.

For all agreements the school should maintain a suitable record of current lettings and amounts due. For regular users or block bookings, income due and income received is recorded, e.g., on control sheets, allowing balances outstanding to be clearly identified.

Where lettings income due, remains outstanding, prompt, and appropriate recovery action will be taken.

CANCELLATIONS

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting as set out in the charging policy.

The Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds.

The Governing Body reserves the right to cancel any booking based on reasonable grounds and shall seek to give one months notice in writing for any cancellation.

APPEALS PROCEDURE

1. If a Hirer has a letting application rejected or agreement withdrawn, they have a right to appeal to the Governing Body.

2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

3. The Hirer will be informed of any action and/or decision taken by the Governing Body.

4. The Governing Body's decision is final.

COMPLAINTS PROCEDURE

1. If a Hirer is dissatisfied with any aspect of the service it has received, they should, at the earliest opportunity, attempt to resolve this with the staff of the school. Every effort will be made to resolve disputes between the parties quickly and effectively:

2. In the event of a dispute, the complainant should proceed as follows: -

a. The relevant member of staff should be contacted to try to resolve the problem

b. If the matter cannot be resolved satisfactorily the Headteacher should be contacted.

c. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.

d. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor were delegated to do so) may review the case.

e. Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

LETTING AGREEMENT TERMS AND CONDITIONS

1. LICENCE FEE
The Licence Fee is payable prior to the hire.

2. USE AND ACCESS
The Licensor permits the Licensee to access and use the Premises on the times specified for the Permitted Use only. The Licensee shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Licensor or any other occupiers within the Building or any owner or occupier of neighbouring property.

The Licensor retains the right to access the Premises at all times during the Licence period.

The Premises and the License Areas remain in the Licensor's legal possession notwithstanding the Licensee's occupation thereof during the License Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

3. CANCELLATION
The Licensee will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement.

4. CONDITION AND DAMAGE
The Licensee will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior and after the hire.

Any damage that occurs during the Licence Period in or to the Premises will be the responsibility of the Licensee and the Licensee shall pay to the Trimley St Martin Primary School / Suffolk County Council (the Licensor) the cost of making good any such damage.

5. PUBLIC LIABILITY INSURANCE
The Licensee will hold public liability insurance in respect of their occupation of the Premises and will provide a copy of their public liability insurance of £5 million for every hire. A copy of which will be kept by the Licensor.

The Governing Body may at its discretion waive this requirement where the Licensee is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

6. INDEMNITY
The Licensee shall keep the Licensor and Trimley St Martin Primary School and Suffolk County Council indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of Premises and loss of amenity of the Premises) arising out of the use of the Premises by the Licensee or from any breach of any of the terms and conditions of this Licence by the Licensee, or any act or omission of the Licensee, or any other person on the Premises with the actual or implied authority of any of them.

7. ASSIGNMENT AND ALTERATIONS
This Licence Agreement is personal to the Licensee and the Licensee shall not assign or underlet or part with or share possession or occupation of the Premises. The Licensee shall not make any alteration or addition to the Premises and shall not affix any items to the Premises.

8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS
The Licensee must comply with all laws relating to the Premises and the occupation and use of the Premises by the Licensee, including but not limited to Health and Safety legislation.

- A register must be taken at each session and provided to the Licensor.
- Risk Assessments and DBS certificates required by the Licensee must be supplied to the Licensor if so required.
- Any portable equipment that is to be used must have a current PAT test certificate.
- The Licensee must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

9. LOSS
The Licensor does not accept liability for loss or damage to property brought onto the Premises by or on behalf of the Licensee or any of its servants, agents or invitees, however caused.

10. TERMINATION
Should the Licensee be in breach of the terms and conditions of this Licence at any time then this Licence can be terminated immediately upon notice by the Licensor to the Licensee and no Licence Fee or part thereof will be refundable.

The Licensor can terminate this agreement upon one weeks notice to the Licensee whereupon this Licence shall cease and determine.

Any termination of this Licence shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

12. FORCE MAJEURE
The Licensor shall not be liable for any loss or damage which the Licensee suffers as a direct or indirect result of the performance of this Licence being prevented hindered or delayed by reason of any act of God riot strike or lockout trade dispute or labour disturbance accident breakdown of plant or machinery fire flood difficulty in obtaining workmen's materials or transport electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the Licensor of access to or use of the space.

13. ADVERTISING
The Licensor must approve all advertising and posters concerning the use of the Premises.

14. CAPACITY

AREA	CAPACITY	COST
School Hall	The capacity for the hall Seated on chairs 100 Sitting on floor (pupils) 210 Standing 230 difference where necessary	Minimum letting time 1 hour Cost will be determined on letting.
Classroom	The capacity for Seated on chairs Y1 to Y6 Classes =30 Seated on chairs YR =60 Standing Y1 to Y6 Classes =38 Standing YR = 68	Minimum letting time 1 hour Cost will be determined on letting.
Playing Field and outside areas	The capacity for the Playing Field and outside areas is determined by letting e.g. Car Boot Football Match Sport Activity Fete Camping	Minimum letting time 1 hour Cost will be determined on letting.
Playground	The capacity for the Playground is determined by letting e.g. Car Boot Parking Fete Sports Event	Minimum letting time 1 hour Cost will be determined on letting.
Activity Area	The capacity for Activity Areas is determined by letting e.g. Play area Picnic Area Overspill from hall letting	Minimum letting time 1 hour Cost will be determined on letting.

SAFEGUARDING

The school is dedicated to always ensuring the safeguarding of its pupils.

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.

LETTING AGREEMENT TERMS AND CONDITIONS (APPENDIX A)

FORM 1. Your Details:
Name:
Address:
Date of Birth:
Tel:

2. Is the application for: (please circle)
A) a company/ business
B) a charity
C) other organisation (please specify)……..……..……..
D) you, the individual completing the application form

3. Organisation Details:
(Please complete if you answered A, B or C above)
Name of organisation:
Registered Number:
Address:
Tel:
What is you association with the organisation? (please circle)
A) an employee (please state occupation)……..
B) the secretary
C) the treasurer
D) the owner
E) a partner
F) other (please give full details)……

4. Purpose
What is the purpose of the hire (i.e. what activities will be undertaken)?

5. Insurance Requirements
Essential:
Is there Public Liability insurance (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/ No)
If required:
Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/ No)
Please provide a copy of the insurance policy schedules as evidence
(Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an individual if you answered D to question 2).

6. Accommodation
What accommodation is required for the hire?

7. Dates and Times
What are the dates and times required?

8. Facilities
What facilities will be required? (e.g. toilets, entrances/ exits, kitchens, car parks etc):

9. Attendees
Approximately how many people will be attending?
What is the age range of those attending?

10. Qualifications
Please list the qualifications required to deliver the activity/ service:

Do the provider(s) have first aid certificates? (Yes/ No)
Please provide copies of qualifications for all providers as evidence. All

11. Health and Safety

Are there generic risk assessments which cover the activities which will be undertaken?
Please provide a copy as evidence
Please note that if this application is successful the risk assessments should be reviewed to assess the environment/ location where the activities will be held.

12. Vulnerable Groups

Please provide evidence of the following documents if delivering activities/ services to vulnerable groups:

Safer recruitment checks – required for all providers

- Current Enhanced Disclosure and Barring Service (previously known as a CRB check) – number, date and clearing house
- Right to work in the UK
- Identity

Safeguarding Training – required for all providers

- Introduction to Working Together to Safeguard Children/ Awareness Raising in Child Protection (as appropriate) – must have 6 months left to run on training
- Certificate of attendance at Safer Recruitment Training (as appropriate)

Safeguarding Procedures including:

- Contingency arrangements for emergencies
- Child protection policies ratified by SSCB
- Correct ratio of child to adults
- Procedures for waiting with children until parents pick them up
- First aid Training certificates

FOR SCHOOL USE ONLY :

Date Application Received:

Date Application Reviewed:

Application Approved? (Yes/ No)

Reason why application was not successful: