



and NURSERY CLASS

Lettings Policy

Written: March 2019

Accepted by Full Governing Body on
19 March 2024

Signed: Victoria Davis
Chair of Governing Body

Reviewed: March 24 by Governing Body
Next review due: March 2025

LETTINGS POLICY

General

It is the policy of the Governing Body of Walmley Infant School to let part of the school premises from time to time to outside organisations or to individuals, provided that such lettings do not interfere with the management and functioning of the school.

The activities for which the premises are let will be restricted to those which do not conflict with the values of the school or which bring Walmley Infant School or any of its employees into disrepute. No activity will be permitted which is unlawful or (in the opinion of the Governing Body) dishonest in any way.

The Governing Body reserves the right to refuse any application for hire if, in its opinion, such hire would be detrimental or inappropriate to the school in any way. In addition, the Headteacher reserves the right to do this on behalf of the Governing Body.

Conditions of Hiring

The Governing Body has approved the Conditions of Hiring and Transfer of Control Agreement which form an integral part of this policy. Potential hirers will be provided with, and expected to comply with, the conditions within these agreements. They will also complete a School Hiring Agreement Form which will be returned to the school with the relevant hiring documentation. Copies of these conditions are attached to this policy.

Hire Charges

The Governing Body Finance committee will review hire charges annually and these will be notified in writing to the hirer.

Delegation of Powers

The Governing Body has delegated the management of lettings to the Headteacher and Bursar, who shall act in accordance with this policy.

Review of Lettings Policy

This policy, which includes the Conditions of Hiring, the Transfer Control Agreement and the School Hiring Agreement Form shall be subject to annual review by the Governing Body.

Policy Agreed and accepted by Full Governing Body

To include -

Conditions of Hiring

Hiring Agreement Form

Transfer Control Agreement

6. Hire Cost

Hall - £20 per hour/ £50 per day. Classrooms £10 per hour.

When booking please remember to allow for Setup and Clearing up times

Additional charges may be incurred for cleaning costs, staffing or damage.

Hire costs must be paid in advance of the hire taking place.

7. Hiring Checks

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 as under:

Policy Number _____ Renewal Date _____

Name and Address of Insurance Company: _____

Indemnity Limit: _____

DBS Number (if hired for children's use).....

I confirm that all members of staff who will be responsible for working with children have received core child protection training and know how to make a referral to social services or the police and have received a copy of the appendix with these details.

Signature: _____ Date: _____

Insurance and DBS clearance must be seen by Bursar or Headteacher

Hiring Approved: Bursar.....

Headteacher.....

CONDITIONS OF HIRING
TERMS AND CONDITIONS

1. Definitions

1.1 "The Governing Body" refers to Walmley Infant School's Governing Body

1.2 "Client" refers the person/s, firm/association/Company wanting to use the various facilities offered by The Governing Body.

2. Variations to the Price

2.1 All quotations are valid for 30 days from the date of the quotation. Hire costs must be paid in advance of the hire taking place.

2.2 All prices quoted or listed by The Governing Body are subject to change until confirmed by the Client signing the Agreement and agreeing to be bound by these Terms & Conditions. All prices quoted are exclusive of Value Added Tax and any other applicable taxes. The Governing Body is currently exempt from VAT but reserves the right to charge VAT at the prevailing rate should it be required to do so.

2.3 The Governing Body reserves the right to vary the catering requirements specified in the Agreement or other correspondence with the Client in the event of unavailability of any item.

3. Confirmation of Booking

3.1 All bookings/reservations will be regarded as provisional until confirmed by the Client signing and returning the Quotation. At this point the Client agrees to all the Terms and Conditions.

3.2 If the duly signed Quotation is not received in accordance with Condition 3.1 within 14days from the date of the initial booking/reservation, then The Governing Body reserves the right to cancel/delete the booking/reservation without informing the Client.

3.3If The Governing Body require the full cost of the hire to be paid with the signed Agreement then the booking/reservation will stand confirmed only after receipt by The Governing Body of the signed Agreement and the full amount in cleared funds.

4. Cancellations

4.1 All cancellations must be communicated to The Governing Body in writing.

4.2 In the event of a confirmed reservation being cancelled by the Client, The Governing Body will charge the Client a Cancellation Charge, which will be calculated as follows:

a) If cancelled before 3 months from the date of the function/event - NIL

b) If cancelled between 30 days and 3 months from the date of the function/event - 40%

c) If cancelled between 15 days and 30 days from the date of the function/event - 75%

d) If cancelled less than 15 days from the date of the function/event - 100%

4.3The percentage calculations will be based upon the potential invoice for the entire function/event and will include room hire and charges for any equipment ordered for the function/event

Deposits and Payment

- 5.1 The Governing Body reserve the right to require the full amount due from Clients prior to the hire.
- 5.2 Invoices for all charges incurred by the Client are payable before the date of the hire. If invoices remain unpaid , The Governing Body reserves the right to cancel the hire.

6. Charges

- 6.1 The Governing Body will charge the Client for the actual numbers for all the goods and services provided or for numbers as agreed in the duly signed Agreement whichever is greater.
- 6.2 An authorized representative (details previously informed by the Client to The Governing Body) will be required to sign off the numbers and the detail of services provided at the end of each function. The authorized representative must be available at the end of the function to sign off the function sheet. This will be conclusive evidence of the numbers and service provided.
- 6.3 The Client will pay for all charges incurred by the Client's employees/guests/agents incurred by them whilst attending the function/event organized by the Client.

7. Clients' use of the Governing Body's Premises

- 7.1 The Client agrees to be bound by all reasonable instructions and Rules & Regulations of the Governing Body in relation to the function/event.
- 7.2 The Client agrees to indemnify The Governing Body against any claims arising from any act by anyone using, attending or connected with the function/event. Should the Governing Body be involved in any expense legal or otherwise in connection with the function/event the Client will reimburse The Governing Body for any amount so incurred
- 7.3 The Client will be liable for the cost of repairs carried out as a result of any damages caused to any part of The Governing Body's premises or equipment by the negligence or willful act or default of any person/s connected with the function held by the Client. In case the damage to The Governing Body's property is such that it would lead to The Governing Body not being able to honor its commitments to a third party, The Governing Body will recover from the Client such consequential loss of revenue and any costs associated with cancelling/rescheduling subsequent events.
- 7.4 The Client undertakes that it will ensure that all its employees, agents, customers or others connected with the function will comply with all the rules and regulations of The Governing Body and in particular Fire & Safety and other relevant laws of UK.
- 7.5 The Governing Body reserve the right not to admit any employee /agent /invitee / connected person of the Client to any function being held at The Governing Body's premises if The Governing Body believe that it would be detrimental to its business or property. The Governing Body's decision will be final.
- 7.6 The function/event will finish at the agreed time and no extensions will be allowed

unless agreed to by The Governing Body. Any extension may incur additional charges, which the Client will have to pay.

8. Force Majeure

8.1 The Governing Body shall incur no liability to the Client if performance of this Agreement is prevented or hindered by any cause whatsoever beyond The Governing Body's control and in particular but without prejudice to the generality of the foregoing by Act of God, war, riot, civil commotions, Government controls restrictions or prohibitions or any other Government act or omissions whether local or national, fire, flood, subsidence, sabotage, accident, strike, or lock out and shall not be liable for any loss or damage resulting there from suffered by the Client.

Terms & conditions subject to change at The Governing Body's discretion

Transfer of Control Agreement

This Agreement is made between the Governing Body of Walmley Infant School and the representative/organisation detailed on the School Hiring Agreement Form.

It is agreed as follows:

1. Aim

- 1.1 This is a Transfer of Control Agreement made under Schedule 13 to the School Standards and Framework Act 1998 as amended from time to time.
- 1.2 The Governing Body enter into this Agreement in order to enhance the use of Walmley Infant School for the wider benefit of the community
- 1.3 The user enters into this Agreement to further the provision of community facilities
- 1.4 This Agreement sets out the arrangements, terms and conditions whereby the Governing Body transfer control of part of the school premises to the user.

2. Authorised representatives

- 2.1 For the school, the head Teacher and the Bursar will manage the Agreement
- 2.2 For the user, the representative named on the School Hiring Agreement Form will manage the Agreement
- 2.3 Each party to this Agreement will notify the other in writing of any changes to the person or address of the authorised representatives.

3. Transfer of Control

- 3.1 The Governing Body agree to transfer to the user, control of the area being hired on the dates shown on the School Hiring Agreement Form
- 3.2 The user's control of the premises will be for the area and dates shown on the School Hiring Agreement Form
- 3.3 This Agreement is made with the consent of the Governing Body under paragraph 2(2) of the School Standards and Framework Act 1998 (the 1998 Act)
- 3.4 The provisions in clause 13 of this Agreement for the occasional control by the Governing Body replace the standard provisions for such control which are set out in Schedule 13 of the 1998 Act
- 3.5 Words and phrases used in this Agreement will where appropriate have the meanings given to them in the 1998 Act

4. Period of Agreement

- 4.1 This Agreement will start and remain in effect as stated on the School Hiring Agreement Form unless ended earlier under clauses 6,7 or 10

5. Permitted use

- 5.1 The user may use the premises during the Period of Control for the purpose as set out in the School Hiring Agreement Form

6. Ending the Agreement

- 6.1 The Governing Body may end this Agreement by giving the user one week's notice to expire at any time
- 6.2 The Governing Body may end this Agreement immediately by notice given by them:
- 6.2.1 if at any time any payment due under this Agreement remains unpaid for more than 28 days after becoming due
 - 6.2.2 if the user fails to remedy any breach (capable of remedy) of any of the stipulations and conditions contained in this Agreement after being required to remedy such breach by 28 days' notice in writing
 - 6.2.3 if the user breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Governing Body incapable of being remedied and the Governing Body state this in a notice given by them
 - 6.2.4 in extreme cases the Governing Body may terminate this agreement summarily without notice and the user's attention is specifically directed to paragraph 8 of this agreement below
- 6.3 The user may end this Agreement at any time by giving three months written notice to the Governing Body.

7. Fee

- 7.1 The user agrees to pay to the Governing Body a fee for the use of the premises during the Period of Control as stated on the School Hiring Agreement

8. Child Protection

- 8.1 In addition to the user's liability in respect of health and safety concerns referred to at paragraph 9 and elsewhere in this agreement, the user specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection
- 8.2 In addition to the general right of termination set out at paragraph 6, the Governing Body specifically reserve the right to terminate this agreement with immediate effect if the user does not have the arrangements referred to at paragraph 8.1 in place, and fails to take immediate steps to put them in place. In such circumstances the Governing Body will not be liable for any loss financial or otherwise incurred by the user
- 8.3 The user must produce a current DBS clearance form if the school is to be hired for use with children. This must be checked prior to the hiring date by the Bursar
- 8.4 The user must ensure that all members of staff who will be responsible for working with children have received core child protection training and know how to make a referral to social services or the police and have received a copy of the appendix with these details.

9. Health and Safety Conditions

For the duration of the Period of Control the user must ensure the following:

- a) Normal emergency procedures are followed
- b) A first aid kit is provided
- c) No school or children's equipment is used unless included in the hiring

- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities
- e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a half-termly basis
- f) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the premises and equipment

This includes ensuring that:

- Emergency exits, fire extinguishers, alarm points are not obstructed
 - Adequate walkways are available to allow free and easy access and egress
 - No gas cylinders or canisters are used inside the premises or on school grounds
 - Combustible materials are not placed adjacent to heat sources
 - Equipment is used for the purpose for which it was designed
 - Electrical equipment is PAT tested and complies with British standards when applicable
 - Flammable or hazardous substances are not to be used
 - No open fires, candles or unauthorised electrical equipment will be used on the premises
- g) The premises must be vacated on time at the end of the Period of Control and left in a clean and tidy condition

10. Damage to the property

10.1 The user undertakes either to make good or to reimburse the Governing Body for the cost of making good (as the Governing Body direct) any damage to the property of the Governing Body and the school caused by the user, their staff, visitors or clients

11. Liability of the parties and indemnity

11.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise the Governing Body will not be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the user, their assistants, employees, volunteers or agents, children attending any session or others entering the premises

11.2 The user must indemnify and keep indemnified the school, Governing Body and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the hiring

12. Insurance

12.1 The user must maintain public liability insurance in the sum of three million pounds (£3,000,000) per claim and employers' liability insurance in the sum of ten million pounds (£10,000,000) per claim

12.2 The user must pay all premiums or other costs arising in the provision of such policies of insurance referred to in clause 12.1 above and ensure that the policies or certified copies are produced to the Governing Body if requested

13. School Security

13.1 The Governing Body agree to make arrangements for the premises to be opened and locked after each Period of Control and the user agrees to notify the Governing Body or their Authorised Representative where any session is to start late or end early

14. Temporary Unavailability of Premises/Control by the Governing Body

14.1 The Governing Body may give verbal notice to the user that the premises are temporarily unavailable and will be controlled by the Governing Body in the following instances:

- a) Where the school is closed for any reason
- b) Where the premises are in the Governing Body opinion unsafe to be used by the user
- c) Where there are emergency circumstances which require the use by the school of the premises

14.2 The Governing Body may give as much notice as possible that the premises are to be temporarily unavailable to the user where the premises are required by the Governing Body or school and will state in such notice the period during which the premises are to be unavailable

15. Access and car parking

15.1 The school staff car park may be used after 3.30pm on week days or any time during school holidays and weekends. No liability is accepted by the Governing Body for any loss or damage to any vehicle or possessions within it or to any persons walking across these parking areas

16. Nuisance

16.1 the user must not (and must ensure that any person entering the premises during the Period of Control does not) cause any nuisance or disturbance to the Governing Body or the school or neighbours

17. Additions and alterations

17.1 the user will make no alterations to the premises without the prior written consent of the Governing Body

18. Contract (Right of Third Parties) Act 1999

18.1 Nothing in this agreement will give directly or indirectly to any third party any enforceable benefit or right of action against the parties and such third parties will not be entitled to enforce any terms of this agreement. This is the case notwithstanding the provisions of the contracts (Right of the Third Parties) Act 1999

19. Licence

19.1 the parties agree that this agreement is a licence and does not create a tenancy between the user and the Governing Body

20. Disputes

20.1 The parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this agreement

20.2 If either party considers that the other has failed to comply with the terms of this agreement, then the following will happen -

20.2.1 The matter will be discussed at a meeting between the parties within 14 days

20.2.2 If not resolved by the process set out at 20.2.1, then a meeting is to be arranged between the parties and a representative of the Governing Body. Again this may be called at the request of either party and must take place within 21 working days

21. Assignment and sub-hiring

21.1 The user must not assign or sub-hire the whole or any part of the premises

22. VAT

22.1 If any supply made or referred to in this agreement is or becomes chargeable to VAT, then the party receiving the supply (the recipient) will, in addition, pay the party making the supply, (the supplier) the amount of VAT, against receipt by the recipient from the supplier of a proper VAT invoice for the supply

23. Notices

23.1 To give notice under this agreement, a letter must be delivered personally or sent by pre-paid first class post to the address below or to any other address given in writing. A notice delivered by hand is served when delivered and a notice sent by first class post is served 48 hours after posting

24. Statutory compliance

24.1 Each party warrants and undertakes to the other that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this agreement and to the performance by the parties hereto of their obligations under this agreement. This includes but is not limited to complying with the following acts as amended from time to time:

- a) Health and Safety at Work Act 1974
- b) Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- c) Sex Discrimination Act 1975
- d) Disability Discrimination Act 1995
- e) Care Standards Act 2000
- f) GDPR Regulations 2018
- g) Safeguarding 2009
- h) Equality Act 2010

25. Change of Post-holders

25.1 The user agrees to notify the *Governing Body* in advance if the person in the role of hirer is to cease to hold that post and to provide the name of the new hirer and to enter into any assignment of this agreement or a new agreement (at the *Governing Body* discretion) to give effect to the change in hirer.

26. General

26.1 In this agreement, references to legislation include all amendments, replacements or re-enactments and all regulations and statutory guidance given or made under the legislation.

AGREED by the parties on the date set out within the School Hiring Agreement Form

Policy agreed and accepted by *Governing Body*

Signed _____

Dated _____

Appendix

This is to be provided for anyone engaged in working with children at Walmley Infant School when the school is being hired for use

Making a child protection referral

Worried about a child?

The Children's Advice and Support Service (CASS) provides a single point of contact for [professionals](#) and members of the public who want to seek support or raise concerns about a child.

We want to keep all children and young people in Birmingham safe from harm. If you are concerned about a child please contact us. We will listen, assess your concerns, and can take action if a child is at risk.

If you're not sure whether a child is at risk you can discuss the circumstances with us or with someone else who works with children, such as a teacher, health visitor or the [NSPCC](#). All professionals who work with children have a responsibility to safeguard them and will know how to help.

CASS Contact details

Monday to Thursday: 8:45am to 5:15pm

Friday: 8:45am to 4:15pm

Telephone: **0121 303 1888**

Emergency out-of-hours

Telephone: 0121 675 4806

Always call the police on 999 if you or someone else is in immediate danger, or if a crime is in progress.