



FCVS

Lettings Policy

Scheme of Delegation	
Approval By:	FGB
Staff Lead Reviewer:	School Business Manager
Assigned Governor	Valerie Harffey
Dates	
Date of Last Approval	25/01/2025
Date of next Review	September 2026
Review Cycle	Every year
Category	
	Statutory policy required by educational legislation
Publication	
Publish	FCVS Website

Preamble

The management of the school premises is vested in the Governing Body of the school, subject to the Directions of the LEA under the Education Act 1993. The Governing Body's powers and composition are defined in the Instrument and Articles of Government, a copy of which, along with a copy of the LEA's Directions may be obtained from/consulted at the school office. The Governing Body is empowered to make rules governing the use of the school premises, or to withdraw or amend them.

1. Use of the Premises

Use of the school's premises and its facilities is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated in the hiring agreement.

2. Equal Opportunities and Safeguarding

The premises shall be available to all members of the community regardless of race, colour or nationality, sex, religion, marital status or disablement.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

The hirer must undertake to ensure suitable arrangements are in place in regard to the safeguarding of children and child protection. The school reserves the right to terminate the contract if the hirer fails to have these arrangements in place.

Under Health and Safety Regulations an employer is responsible for the health and safety of employees and others who are on the school premises. In schools, this responsibility is normally delegated to the Headteacher.

A risk assessment should be carried out on the impact that the new letting arrangement may have. Issues to assess include:

- Safeguarding children and child protection

Paragraph 2.26 of the DfES document Safeguarding Children and Safer Recruitment in Education 2007 states, *"Where services or activities are provided separately by another body, the governing body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate."* There is also further advice on extended schools provision and a case study in Chapter 4 of the DfES guidelines (paragraph 4.79 – 4.86).

The Local Authority's Safeguarding in Education Team has developed a Safeguarding Children in Schools Checklist. This can be used to check compliance with the requirement of the DfES circular where services or activities are provided for children separately by another body. The information for this can be found in appendix 1.

Where a third party is responsible for running the services, there should be clear lines of accountability and written agreements setting out responsibility for carrying out checks on staff and reporting any concerns

they may have. Governing bodies should reciprocate in providing information back to the third party where there may be concerns that may impact on other services being run on school premises. This should also apply in the case of Sure Start Children's Centres situated on school sites.

Further advice can be obtained from the Safeguarding in Employment Team on 01296 383230 or email: crb@buckscc.gov.uk

3. Applying to Use the School

In deciding whether or not to let our premises the Headteacher and School Business Manager will have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

Lettings will be dependent on the availability of staff to open up and secure the school after events.

- a) Application for use of the School shall be made to the Business Manager at least 21 days before the event.
- b) The right to refuse any application for the use of premises is reserved to the Governing Body, or the Headteacher acting on its behalf.
- c) The Headteacher or Chairman of the Governing Body shall have immediate power to terminate any agreement relating to the hire of school premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body or the County Council may have.
- d) The Governing Body reserve the right to refuse any application for the hire of school premises, unless directed by the County Council under its Directions on the Use of School Premises Out of School Hours, or national legislation.

If the Headteacher has any concern about the appropriateness of a particular request for a letting he/she will consult with the Chairman of the Resources Committee who has the authority to determine the issue on behalf of the Governing Body. The Governing Body 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. Hours of Opening

Facilities at the school are normally available for the use of outside hirers between the hours of 15.30 and 22.00 on weekdays, and 10.00 and 22.00 on weekends. In exceptional cases, these hours may be extended on application to the Headteacher.

5. Maximum Capacity

The school halls have a maximum capacity of 250 persons standing and 175 persons seated (these figures include helpers and performers), and on no account shall these figures be exceeded.

6. Safety Requirements

The School has not been granted a public entertainment licence. All conditions attached to the granting of the licence, stage play or other licences and the School's Health and Safety Policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times;
 - b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
 - c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
 - d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher. It is the responsibility of the hirer to allocate a person responsible to call the fire brigade using either the landline telephone located in the school office or a mobile phone from outside the building. The nominated person will provide the fire brigade with the school address (Farnham Common Infant School, Beaconsfield Road, Farnham Common, Slough, SL2 3HS or Farnham Common Junior School, Sherbourne Walk, Farnham Common, SL2 3TZ). Upon hearing the fire alarm all persons inside the building will exit via the closest fire escape door and assemble at the assembly point located on the playground (Infant School) or far side of the field (Junior School).
 - e) performances involving danger to the public shall not be permitted;
 - f) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body;
 - g) no unauthorised heating appliances shall be used on the premises;
 - h) no dogs, other than assistance dogs, are permitted on the school site
 - i) It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. The Headteacher shall be informed immediately of any accident or injury occurring on the premises and shall require a written report of the incident.
- i) all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the hiring.

No part of the premises are to be used other than listed in the hire agreement.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

7. Supervision

The HIRER and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

8. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Governing Body, whose written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

9. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

10. Other Licences and Permissions

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

The Headteacher must be given at least four weeks' notice of a stage play production. The HIRER must obtain the appropriate licence from the local council, which requires three weeks' notice.

It is the responsibility of any user which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) license is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises which have an entertainment licence which the Hirer must obtain from the District or Borough Council.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

11. Storage

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the School, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular function or event.

12. Loss of Property

The Governing Body and County Council cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

13. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is provided and available, this must be used, and users of the school should avoid undue noise on arrival and departure.

14. Nuisance

- a) Litter shall not be left in or about the school premises.
- b) Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.
- c) Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

15. Block Bookings

Block bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice (normally no less than 15 working days).

16. Care of the Premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body.

Any special arrangements for example for seating must be requested in the application and any additional costs incurred by the school paid for by the Hirer.

No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises, other than for materials displayed on boards provided specifically for that purpose.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings.

17. Caretaking

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker, or other staff of the County Council.

The school must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.

The hirer shall accept full responsibility for reimbursement to the County Council for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the cost of reinstating grounds or

reinstating, repairing, or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the County Council as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

18. Indemnity and Insurance

Lettings are made on the understanding that Bucks Council and Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of Bucks Council or the Governing Body.

The Hirer shall insure with a reputable insurance office approved by Bucks Council, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.

Unless specifically agreed by Bucks Council, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body or Area Education Office within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident

Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

19. Elections and Parish Council Meetings

In accordance with the Local Government Act 1972, school premises must be made available for local, National Parliamentary and European Parliamentary elections and to meetings of parish councillors if required (SI 1994 No.748 Regulation 2).

Charges made in these circumstances may relate only to costs incurred by the letting in respect of heat, light, caretaking and cleaning costs.

**APPLICATION TO ENTER INTO A HIRE AGREEMENT FOR THE LETTING OF PREMISES AT FARNHAM COMMON
INFANT/JUNIOR SCHOOL (Delete as appropriate)**

To be completed by the Applicant (Hirer) prior to the event

Applicants Name:	
Applicants Address:	
Contact telephone number:	
Email Address:	
Organisation Name:	

Details of your public liability insurance (if applicable)

Company:	
Renewal Date:	
Policy No:	

Date facility required:			
Purpose:			
Start time		Finish time:	
Time accessing the site:		Time leaving site:	
Facilities required (please be as specific as possible)			

I declare that to the best of my knowledge the above information is correct.	
I have read and agree to the conditions of the Lettings policy:	
I confirm that I am over eighteen years of age, and the information provided in this form is correct.	
Signature of Applicant:	
Date:	
School/Organisation:	

To be completed by the School

Personal Liability Insurance has been seen: Yes/No
 DBS and Safeguarding checklist completed Yes/No

Permission granted for the letting Yes/No

Signed (Headteacher):.....
 Signed (Business Manager):.....

An invoice for the amount of £..... to be sent by the School Office.

APPENDIX 2

Safeguarding Children: Schools Checklist

A checklist should be completed for each activity

1	Name, address and contact number of organisation
2	Type of activity
3	Location of activity (if on school site, be specific)
4	Days and times of activity

	Safety requirement	In Place
5	Does the agreement or contract allowing with the organisation contain a clause that: <ul style="list-style-type: none"> - Requires the organisation to have in place appropriate child protection policies, procedures and codes of conduct that are compatible with those of the school and the Local Safeguarding Children Board? - Gives the school opportunity to terminate the contract with immediate effect if the organisation is failing to discharge its child protection responsibilities?¹ 	Y/N Y/N
6	Has the organisation got a child protection policy that is compatible with the schools policy?	Y/N
7	Has the organisation a code of conduct for staff that is compatible with school's code of conduct or expectations (including the abuse of trust under the Sex Offences Act for children over 16 but under 19 years)?	Y/N
8	Are staff in the organisation aware of the procedures to be followed if they think a child is being abused and have they been supplied with the number for Social Care? ²	Y/N
9	Has the organisation a copy of the DfES booklet "What to do if you're worried a child is being abused – Summary" and can the organisation confirm that it is shared with members of staff? ³	Y/N
10	Does the organisation have an approved procedure in the event of a child protection allegation being made against a member of their staff?	Y/N

11	<p>Has the organisation provided written confirmation that they have in place robust practices which meet the safer recruitment guidance set out by the children's workforce development council* (CWDC) including:</p> <ul style="list-style-type: none"> • Confirmation that they, or another employment business acting on their behalf, has obtained an enhanced CRB disclosure on all staff or volunteers working with children (including transporting children as part of the activity) • Confirmation that the staff or volunteers have not had a break of 3 months or more from employment since their latest CRB disclosure was obtained 	Y/N
	<ul style="list-style-type: none"> • Confirmation that job interviews have been carried out for all staff and volunteers and that full application details exist • Confirmation that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people • Confirmation that individual identity and qualification checks have been satisfactorily completed 	
12	Are there appropriate arrangements for first aid or other emergencies?	Y/N
13	Are there arrangements for the staff member/organiser to liaise with the appropriate member of school staff if there should be a particular concern?	Y/N

APPENDIX 3

SAFEGUARDING IN EMPLOYMENT

TEMPLATE: HIRING REQUEST AND CERTIFICATE OF ASSURANCE: RELATING SOLELY TO SAFEGUARDING IN EMPLOYMENT PURPOSES ONLY

(from organisations wishing to hire part of a school's premises)

Please complete and sign this form and return to the school office at least 21 days' prior to a planned event(s)

Name of Hirer/Organiser:	
Name of Organisation:	
Name of the person(s) who will be running the event(s)	
Purpose(s) of company/organisation:	
Address (including postcode):	
Email:	
Telephone number(s):	

Details of hiring request

Day(s) of the week:	
Dates (from and to)	
Excluded dates:	
Number of sessions:	
Times: (from and to) (you will be given a courtesy 15 minutes at the end of your letting to allow for clearing away and vacation of the premises)	
Purpose of hire (please provide full details)	

Vetting checks: employees/volunteers accessing the school site

Our school is committed to supporting the "Prevent Duty." As part of our safeguarding policy we identify risks and work with local parties (including the Local Authority) to prevent radicalisation and terrorism. The school will not hire out or lease its premises to any party, individual or group that we feel would conflict with our responsibilities under the Prevent Duty.

Name of Employer:	
Name(s) of employees/volunteers visiting/using the school premises under the terms of this hire. Please list:	

Declaration

I confirm that this organisation complies with the Disclosure and Barring Service (DBS) Code of Practice where appropriate.

I confirm that all appropriate vetting procedures for employees/volunteers working for this organisation have been carried out and all the above names employees/volunteers have a DBS Check Disclosure at the appropriate level (where required).

This organisation agrees to advise the school immediately of any concerns that may arise over any of this organisation's employees/volunteers who would be present at the school's premises or who are contracted to work for the organisation in any way; that obligation to advise the school includes any situation where the presence of an employee/volunteer / contractor on the school's premises could damage the reputation of the school.

I also confirm that all the employees/volunteers listed above have:

- Completed all necessary company checks in respect to qualifications (where appropriate/required)
- Provided evidence of proof of right to work in the UK
- A current DBS Check at the appropriate level (where appropriate/required)
- Completed a Disqualification Declaration where required by the Childcare (Disqualification) Regulations 2018 (where relevant)
- Been vetted in accordance with all relevant employment and safeguarding checks required under relevant legislation.
- Any information disclosed through the above vetting checks has been disclosed to the Headteacher.

Signed:	
Position in Organisation:	
Name: (Please print):	
Date:	

APPENDIX 4

LETTING CHARGES:

Term Time Mondays to Fridays: Facility Available	Cost Per Hour	Day Rate
Drama Block	NA	NA
School Hall	£25.00	NA
Classroom/Library	£15.00	NA
Drama Room	£15.00	NA
School Field/Pitch (Football & Cricket)	£25.00	NA
Music Room	£15.00	NA
Quite Garden	£10.00	NA
Basketball/Netball Court	£12.50	NA

Outside of Term & Weekends: Facility Available	Cost Per Hour	Day Rate
Drama Block	£40.00	£125.00
School Hall	£50.00	£155.00
Classroom/Library	£20.00	£70.00
Drama Room	£25.00	£88.00
School Field/Pitch (Football & Cricket)	£35.00	£125.00
Music Room	£25.00	£80.00
Quite Garden	£15.00	£50.00
Basketball/Netball Court	£20.00	£70.00

Cost for lettings includes an element for heating/lighting, general wear and tear, cleaning and the Site Controller's additional hours.

Regular weekly lettings may be eligible for a discount, please contact the school for details. These will be considered on case by case basis.

Category of Lettings

Lettings are categorized as either 'A' lettings, where the site controller is required to be in attendance throughout the letting, and 'B' lettings, where the site controller is required to open and close the premises. The School reserves the right to decide upon the appropriate category for each letting.

'A' lettings normally apply to the following:

- Dances and social evenings
- Concerts and plays
- Meetings open to the general public (but not meetings of clubs, local societies or other regular users of the premises)
- Fairs and bazaars
- Private parties
- Where more than 50% of the premises is in use at any one time.

<p>Agreement for indemnity This agreement for indemnity is made on</p> <p>..... between.....</p> <p>(hereinafter called the 'hirer') of the one part</p> <p>and</p> <p>the governors of [.....] School (hereinafter called the 'school') of the other part.</p>	
<p>School:</p> <p>Address:</p>	
<p>Telephone:</p>	<p>Email:</p>

APPENDIX 5

Agreement for indemnity

Whereas

- At the request of the hirer, the school has agreed to hire to the hirer part of the school premises namely the (insert reference to which part of the school is being hired eg the school hall for an activity organised or conducted by the hirer or the hirer's representative(s).
- The hirer has agreed to indemnify the school as hereinafter appearing.

Now it is hereby agreed by the hirer

- That he/she and his/her representative(s) will keep the school fully indemnified from and against any loss which the school may suffer as a result of a claim of any third party entering the school premises for whatever purpose connected and/or associated with the activity organised or conducted by the hirer, and howsoever such claims arise.
- That if and insofar as claims are made against the school, the hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be provided/evidenced to the school before obtaining access to the premises.

Conditions of hire

- A child protection policy must be submitted to the school where a letting involves working with children or young people.
- Acceptance of the letting is conditional upon the agreement to accept all letting terms and conditions and to take all responsible steps not to infringe the law.
- The scale of fees for lettings shall be determined by the governors of the school, taking into account the cost of providing the letting, including energy costs, the cost of equipment being used, and the purpose for which the premises has been let. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture, a separate charge will be made according to circumstance. Free use and charges below economic cost are not permitted.
- All fees are to be paid in advance. Cheques should be made payable to Farnham Common Junior School or Farnham Common Infant School. The governors of the school reserve the right to cancel any booking.

- In the event of loss or damage occurring as a result of any negligence, carelessness or recklessness on the part of the organiser of the letting or the group on whose behalf the letting has been made, or where the school has good/reasonable grounds for presuming that the damage occurred at this time and was not reported, the school reserves the right to make a charge to cover the costs of repairing the damage or making good the loss from the organiser or group.
- The wearing of footwear likely to cause damage to floors is forbidden. Persons found wearing such footwear will not be permitted to enter the premises and may be liable for any cost the school incurs in repairing any floor damage.
- The hirer is responsible for all damage to school buildings and/or any property thereon or attached thereto occurring during the period of hiring or while persons are entering or leaving such property, where such persons causing the damage are present with the approval of the Hirer or a person or persons linked to the Hirer's organisation.
- At the expiration of the hiring, the hirer shall leave the building in a clean and orderly state. All the property of the hirer and the hirer's agents must be removed at the end of the hiring unless special arrangements are made. The school accepts no responsibility whatsoever for any property left by the hirer or their representatives on the premises.
- The hirer has read the conditions of hiring annexed hereto and hereby indemnifies the school against any breach of the same during the period of hire.

Signed by the hirer	
In the presence of:	
Address of witness:	
Date:	
Signed on behalf of the school: Position within the school/job title	
Date:	

The governors of the school shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect.

Representatives of the school governors shall at all times have free access to the premises for the purpose of inspection.