



# CONWAY PRIMARY SCHOOL

## LETTINGS POLICY

**Approved by:**  
Steve Piper –  
Chair of  
Governors

**Date:** 15<sup>th</sup> October 2020

**Last reviewed on:** 22<sup>nd</sup> September 2020

**Next review due  
by:** SEPTEMBER 2023

## **OVERVIEW**

The governors of Conway Primary School view the school as an important resource for use by the local community and they welcome requests to hire the premises. While there is a commitment to widen the use of the school, letting arrangements must not interfere with its educational function or any other school based activities.

All requests to hire are considered by the Headteacher and the governing body's School and Community Development Committee. The governors reserve the right to refuse any hire if they believe the purpose is not in line with the school's values and ethos or where they believe the letting may bring the school's name into disrepute. The school follows the Local Authority's model conditions for letting arrangements.

## **LETTINGS POLICY**

### **PURPOSE**

- To contribute to the Extended School's agenda in providing greater access for the community
- To properly utilise the facilities on site.
- Generate income for the benefit of the School.

### **PRINCIPLES**

- Lettings directed to community group (religious, sporting and educational) activities. No political meetings. Social activities considered at the discretion of Governing Body and delegated to Business Manager in consultation with Headteacher.
- Lettings must not impinge on School activities or Section 42 lettings.
- Maximum numbers occupying to be strictly observed.
- All users must arrange and provide proof of own Public Liability insurance, and any licences required for the activity, before a hire can be approved.
- Where there is a reasonable expectation that a hire will involve children the hirer will be required to provide proof of the appropriate CRB check.
- No excisable liquors or cigarettes or tobacco to be consumed on premises.
- No dogs or animals. (Exempt guide dogs)

### **PRACTICE**

- All long-term hires will begin with an initial one term contract, followed by a rolling six-month contract if both parties are content to continue with the arrangements.

- To be delegated to and administered by Business Manager. Invoicing and all payments to be controlled by Finance Officer.

## **PRACTICE (Cont'd)**

- For casual lettings, a deposit to be sufficient to match excess in schools own insurance cover (currently £250.00). Withheld to cover any damage or other additional costs incurred, or late cancellation.
- For regular lettings, deposit to be £100.00
- Fees must be paid min. 14 days before booked event.
- Any reported incident of nuisance during lettings regarding protecting neighbours, noise, parking, litter, animals, type of activity, etc. received by school will be looked into by the School Business Manager. Headteacher to consider term of contract, which may result in termination of contract, should evidence be provided that nuisance clause has been broken.
- Cleaning arrangements made to ensure building ready for next school day.
- Lettings agreement to be clear and simple (plain speak).
- Level of charges as set out in Principles.
- Premises assistant / caretaker to always be on site during letting.
- Lettings generally restricted to halls, and grounds.
- All H&S requirements to be observed.
- Admin arrangements to be concise and monitoring arrangements simple.
- No regular lettings booked for more than 1 term in advance.

## **PERFORMANCE**

- School & Community Development Committee to be informed of all new lettings at its termly meetings. Lettings income and expenditure to be recorded in school financial budgets.
- Termly review of users to be included in School Business Managers Report to Headteacher.
- Annual review of policy, lettings agreement, and applicable hourly rates by School and Community Development Committee.

## **CHARGES**

The governors do not want cost to be a barrier to groups or organisations wishing to hire the school. To achieve this, charges will be regularly reviewed.

- Lettings to the school's "Friends Association" will be free of charge
- Local community, youth and educational groups will be charged at £35 per hour (weekday) and £45 per hour (weekends), to cover overheads including the Premises Assistant, energy costs and administration
- All other applications will be charged at £55 per hour (weekdays) and £65 per hour (Weekends)

## **TERMINATION MID CONTRACT**

- Required notice period: 1 month, for both parties.

## **Letting Arrangements - Procedure**

Applicant makes contact

Discussion regarding activity, organisation, availability, practicality, etc. Date pencilled in as tentative booking.

Application form sent out, (see pages 5,6).

Application form received and perused.

Hire cost as set out in this policy

Potential hirer advised of hourly rate. Agreed (or not)

Admin requested to send two invoices,

Invoice 1: 50% of fee as booking deposit and  
Invoice 2: Balance, plus indemnity deposit of £250

Deposit returned within 14 days

Confirmation of booking sent with receipt, together with reminder to pay balance before 14 days of event

By 14 days before event -   Balance received  
  Indemnity deposit paid  
  Public liability cover sighted/copied

Receipt dispatched with final details of arrangements required including reminder of control of nuisance and noise, and, fire precautions required.

### **ON DAY**

Familiarise hirer with site layout, limit of use, emergency evacuation and alarm positions, etc. Also identify with user any damage or disrepair existing. Clear any hazards.

### **AFTER EVENT**

At end of event, walk hired area with organiser to agree on any obvious damage and ensure tidy site.

Agree with Finance for return / withholding of deposit.

### **REGULAR BOOKINGS**

Pay one month in advance before commencement of contract period.

# APPLICATION FOR HIRE OF SCHOOL FACILITIES

## APPLICANTS DETAILS

Name of Applicant

\_\_\_\_\_

Name of Organisation

\_\_\_\_\_

Address of Organisation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Daytime Tel No. 020 \_\_\_\_\_

Evening Tel No. 020 \_\_\_\_\_

Mobile: \_\_\_\_\_

## NATURE OF FUNCTION

Purpose of function \_\_\_\_\_

\_\_\_\_\_

For Occasional Use \_\_\_\_\_

### For Occasional Use

Day : \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Time Required: (inclusive)

From: \_\_\_\_\_ To: \_\_\_\_\_

### For Regular Use

Date (s):

\_\_\_\_\_

Date From: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date To : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Time Required: (inclusive)

From: \_\_\_\_\_ To: \_\_\_\_\_

## **FACILITIES REQUIRED**

How many people will be attending (max numbers)? \_\_\_\_\_

Will a charge be made for admission to the event? **Yes / No**

Will the function include public entertainment? **Yes / No**

Do you require furniture, eg; tables, chairs? **Yes / No**

Please give details:

Do you require this furniture to be moved by us? **Yes / No**  
(A charge will be made if yes)

## **DECLARATION**

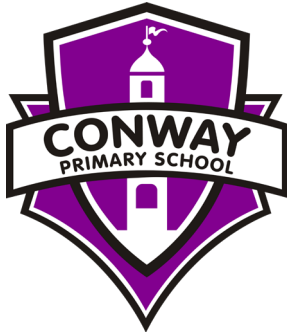
I hereby apply for the use of accommodation as stated on this form. I undertake for and on behalf of the organisation that if granted by Conway Primary School, the organisation will comply with the terms and conditions of the letting, to which that permission will be subject. I have received a copy of the lettings policy. No alcohol will be consumed during the premises letting.

I declare that I am 18 years of age or over and undertake that the letting (s) will be under adult supervision throughout.

**Signature of Applicant**

\_\_\_\_\_

**Date:** \_\_\_\_\_



DATED \_\_\_\_\_

LICENCE TO OCCUPY

BETWEEN

CONWAY PRIMARY SCHOOL

AND

\_\_\_\_\_

RELATING TO THE AREA KNOWN AS CONWAY PRIMARY SCHOOL



**THIS LICENCE** is dated \_\_\_\_\_

**Parties**

(1) CONWAY PRIMARY SCHOOL (**Licensor**).

(2) \_\_\_\_\_ (**Licensee**).

**Agreed terms**

**INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this agreement.

**Building:** all that land and buildings known as Conway Primary School or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Designated Areas:** please delete as appropriate the Lower Hall/Upper Hall/Servery/Classrooms, Toilets located immediately outside Lower Hall, Kitchen and Playground.

**Designated Hours:**

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**Licence Fee:**

the amount of £\_\_\_\_\_ per hour - or such other amount as the Licensor in its absolute discretion may from time to time determine on giving one months' notice. In addition, a deposit of 4 weeks rent to be held by the Licensor. Rental fee is to be paid one month in advance.

**Licence Fee Commencement Date:** from and including \_\_\_\_\_

**Licence Period:** the period from and including \_\_\_\_\_ until the date on which this licence is determined in accordance with clause 5.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** \_\_\_\_\_

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.



Words in the singular shall include the plural and vice versa.

A reference to one gender shall include a reference to the other genders.

A reference to writing or written excludes faxes and e-mail.

Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

#### LICENCE TO OCCUPY

Subject to clause 3 and clause 5, the Licensor permits the Licensee to occupy the Designated Areas for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Designated Areas for the Permitted Use) together with the rights mentioned in the Schedule.

The Licensee acknowledges that:

the Licensee shall occupy the Designated Areas as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;

the Licensor retains control, possession and management of the Designated Areas and the Licensee has no right to exclude the Licensor and persons authorised by the Licensor from the Property;

the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and

without prejudice to its rights under clause 5, the Licensor shall be entitled, in exceptional circumstances, at any time on giving not less than 2 weeks' notice to require the Licensee to transfer to alternative space elsewhere within the Building by agreement.

The parties agree that this licence is to be reviewed annually.

The parties agree that the Licensee will cease to use the Designated Areas at the request of the Licensor during the School Holidays for a period of no more than two weeks should the Licensor require the Designated Areas for decoration or other works.



## LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

To pay to the Licensor the Licence Fee payable without any deduction when requested with an official numbered invoice

To keep the Designated Areas clean, tidy and clear of rubbish.

Not to use the Designated Areas other than for the Permitted Use.

Not to allow more than 70 children to attend the Designated Areas for the Permitted Use at any one time.

The Licensee must maintain a Child: staff ratio of 1:10 which is to be observed at all times.

Not to allow any children or adults other than agreed to attend the Designated Areas for the Permitted Use.

Not to make any alteration or addition whatsoever to the Designated Areas.

Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Designated Areas or elsewhere in the Building without the prior written consent of the Licensor.

Not to do or permit to be done in the Designated Areas anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property.

Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them.

Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time.

To observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts.



To comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction

To leave the Designated Areas in a clean and tidy condition and ensure equipment is returned to storage areas agreed between the Licensor and Licensee.

To remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period.

To ensure all current Health & Safety Legislation and guidelines are adhered too

To pay call out fees for the premises manager if called out in connection with the event/club etc.

To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

this licence;

any breach of the Licensee's undertakings contained in clause 3; and/or

The exercise of any rights given in clause 2.

To take out the appropriate Public Liability, Employers' Liability and Premises Insurance and to provide the Licensor with evidence of Insurance when requested to do so by the Licensor.

To ensure that the Licensee's staff have the appropriate fire and safety training and to undertake a full and comprehensive fire drill every six months in line with guidance from the Licensor.

The Licensee must not do anything on or in relation to the Designated Areas that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease.

The Licensee must ensure that necessary supervision is provided for the use of the Licensor's equipment provided in clause 4.1

The Licensee must meet with the Premises Manager/School Business Manager or such person specified by the Licensor at least once each month



## LICENSOR'S OBLIGATIONS

The Licensor will make the following equipment available for use by the Club/Event:

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The Licensor will provide dates of the School term when requested to do so by the Licensee provided the dates are available to the Licensor.

## TERMINATION

The licence to occupy granted by this agreement shall end on the earliest of:

The Licensor giving notice to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.

On not less than one months' notice given by the Licensor to the Licensee

On not less than one School Terms' notice given by the Licensee to the Licensor

Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

## NOTICES

Any notice required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice [or communication] as set out below:

to the Licensor at: CONWAY PRIMARY SCHOOL and marked for the attention of the School Business Manager

to the Licensee at: [ \_\_\_\_\_ ] and marked for the attention of \_\_\_\_\_

or as otherwise specified by the relevant party by notice in writing to each other party.

Any notice shall be deemed to have been duly received:

if delivered personally, when left at the address and for the contact referred to in this clause; or

if sent by pre-paid first-class post or recorded delivery, at 0900 on the second working day after posting; or



if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

If sent by email on the next working day of sending

## COSTS

The Licensee and Licensor shall pay their own costs in relation to the negotiation and completion of this licence.

## GENERAL

The Licensor gives no warranty that the Designated Areas possess the Necessary Consents for the Permitted Use.

The Licensor gives no warranty that the Designated Areas are physically fit for the purposes specified in clause 2.

The Licensor is not to be liable for the death of, or injury to the Licensee its employees and customers authorised invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the rights granted by clause 2.

## RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## GOVERNING LAW AND JURISDICTION

This licence and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter.

This licence has been entered into on the date stated at the beginning of it.



**Schedule      Rights granted to Licensee**

- 1.      The right for the Licensee to use the Designated Areas during the Designated Hours:
  - 1.1    Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
  - 1.2    The Service Media serving the Property.

Signed by .....  
for and on behalf of CONWAY      School Business Manager  
PRIMARY SCHOOL

Date

Signed by .....  
for and on behalf of      Director

\_\_\_\_\_

Date