The Children First Learning Partnership
Lettings Policy
(Version 7)

The Lettings Policy in respect of the Children First Learning Partnership has been discussed and adopted by the Directors Board on	
Chair of Board:	*Mrs N. Chell*
Responsible Officer:	*CEO – Mrs A Rourke*
Agreed and ratified by the Directors Board on:	*21.05.2026*
To be reviewed:	*April 2027*

RATIONALE

It is policy for the Directors to encourage the letting of the school premises to foster good relations with the community and to better utilise the resources available.

School premises are provided primarily for educational purposes and will not therefore be let in such a manner as to prejudice the use for this purpose.

CONDITIONS OF USE

1. Applications

All correspondence and applications for the hire must be made directly to the school. All applications are subject to approval by the Board of Directors of the school. The Board of Directors reserves the right to refuse any application without stating reasons for so doing. The right is reserved to cancel any hiring, without notice, where the Board of Directors considers it necessary for any cause outside their control.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

3. Fees and Charges

The Board of Directors reserve the right to waiver the payment in advance although they may ask for a non-returnable deposit. Fees are to be paid on ParentPay or by cheques made payable to the Children First Learning Partnership.

4. Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds, deposits or fees payable are at the discretion of the Board of Directors taking into account any expenditure incurred.

5. Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Board of Directors.

The Board of Directors reserve to themselves, and their representatives, the right to enter the hired area at all times on producing evidence of their identity.

The Headteacher is responsible for ensuring the Hirer can provide their own access to a phone and that the hirer is aware of the emergency procedures in the case of a fire and is familiar with the exits which are deemed fire exits in the case of an evacuation. Hirer should agree understanding of the procedures by signing the fire evacuation policy.

6. Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Board of Directors.

7. Care of School Premises, Buildings and Grounds

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to wear footwear which may, in the opinion of the Board of Directors, be damaging to the floor surfaces of the hired area. The Board of Directors reserves the right to charge for loss, damage or breakages incurred during the course of the hire.

Any hire of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn. The Board of Directors reserves the right to charge the hirer for damage to the playing field incurred during the course of the hire.

No animals are allowed on the School's premises without approval by the Board of Directors, with the exception of guide dogs, school dog or equivalent.

8. Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Board of Directors. Where such consent is given, the hirer must comply with the Licensing Laws and provide evidence of such to the Board of Directors.

9. Smoking/Vaping

There shall be no smoking/vaping on the school premises including the grounds, buildings and school entrances. There is no smoking/vaping permitted immediately outside the school gates.

10. Public Entertainment and Other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Board of Directors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation, having obtained Board of Directors approval.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are compiled with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Board of Directors are complied with;
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.

11. Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Board of Directors to use the school premises shall be immediately cancelled and the Board of Directors shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Board of Directors from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence to do so must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG.

Evidence that the necessary licences have been obtained must be supplied to the school at least one week before the letting.

12. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

13. Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Board of Directors. School furniture shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Board of Directors will be entitled to charge the hirer for any such loss, damage or breakage.

14. Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Board of Directors, its Servants or its Agents. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis they will be required to obtain separate third party insurance cover.

15. Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises. The Board of Directors reserves the right to refuse the access of vehicles on to the school property. Please stick to the speed limit.

16. Miscellaneous

The hirer shall comply with such additional conditions as the Board of Directors may require in writing, to be observed for a particular letting.

The Board of Directors require that if the letting is to be one for working with children then the following points must be addressed:

- A minimum qualification/certification for working with young children.
- Two personal references to be provided if requested by the Board of Directors.
- Applicant to be police vetted, at personal cost, and classed as suitable i.e. DBS
- That appropriate Personal Insurance Cover to be in place.
- That the ratio of adults to children follows appropriate guidelines for the activity
- That the person leading the session has the skills to manage a group of young children appropriately.
- That the person leading the session is suitably first aid trained and can provide their own first aid kits.

The Board of Directors explicitly ban the taking of any photographs/videos and the use of images of children unless written parental permission is obtained by the hirer.

17. Delegation of Responsibility

The Board of Directors delegates day-to-day responsibility for agreeing lettings to the Headteacher.

19. Statutory use

Parliamentary and local government candidates may request the school for polling stations or for local meetings.

20. Use of the school kitchen

Lettings that require use of the school kitchen will be considered at the time of request.

21. Review of policy and charges

The policy and charges will be reviewed and agreed by the Board of Directors on at least an annual basis.

1. Charges to be made

Children First Learning Partnership will take the following costs into account when determining charges:

- Energy and other utiliites
- Caretaking cleaning and other support services costs
- Wear and tear on equipment
- Use of consumables

2. Lettings Rate

The Board of Directors has agreed a rate for lettings of the school premises of:

Session charge £30 per hour plus -
Weekdays - £15 per session to open and £15 per session to lock charge
Weekends - £30 per session to open and £30 per session to lock charge

If the letting takes place during the school day then only the hourly rate of £30 is applicable. In the instance of a group requiring time to prepare for an event their sessions will be a lesser hourly rate of £15 but opening/locking charges will be the same as those listed above. Any specific charges for extra expenses incurred will be agreed prior to the letting being confirmed.

This scale of charges can be amended on an individual basis where there is a regular, long term hire arrangement or where there is a clear rationale for a reduction (for example if there are significant benefits for pupils of the school).School may ask the Directors to consider case by case if the school wish to request a different rate to charge than the one stated above.

The following has exception to the above-

- HAF project and other similar community projects will face no charge.

- Hiring the CFLP Hub Building at Knypersley is subject to a separate hire agreement (which can be requested from centraloffice@cflptrust.co.uk)

3. Annual Letting Charges

No letting rate will be charged for the hire of rooms for the provision of wrap around care between the hours of 8.45am and 3.15pm for Governor operated Nursery provisions, for monies are received directly into school budgets. The price for privately operated Nursery provisions will be agreed by Directors before such a provision is accepted.

No letting rate will be charged for the hire of rooms for the provision of School operated Out of School Clubs, for monies are received directly into school budgets.

The current letting rate for the hire of the swimming pool and changing rooms for the weekend and evening parent and toddler swimming is £50 per hour. 30 minutes set up time is without charge.

4. VAT on lettings charges

Any use of the school community rooms / hall (if the kitchen, cookery room is not used or the hall is not used for a sporting activity) will be VAT free. Charges for the school and community rooms with the use of the kitchen, cookery room and/or for sporting activities may include VAT charged at standard rate. The following VAT guidance will be used to determine whether VAT is chargeable.

<u>Room hire other than sporting / recreational use</u>
Charges for use of education premises as polling stations are not subject to VAT.
Charges for halls, classrooms and cloakrooms are normally exempt from VAT where no additional facilities are provided.
Where additional facilities (e.g. catering facilities) are provided in conjunction with the letting of rooms or

the letting is for the hire of sports facilities these should be separately identified and invoiced at standard rate.

Hire of facilities for sport and physical recreation

The short term hire of sports grounds and premises designed or adapted for playing any sport or taking part in physical recreation is generally a standard rated supply. Premises count as sports facilities if they are designed or adapted for playing any sport or taking part in physical recreation ie, if they have fixed basketball nets for instance. The presence of floor markings for say badminton does not however mean that a general purpose hall would necessarily be construed as representing sports facilities but where the hall is hired for sporting purposes the hire should of course be standard rated.
Changing rooms hired incidentally to sports facilities carry the same liability as the sports facility itself.

Certain lets of sports facilities are exempt where the granting of the facilities is for:

a) A continuous period of use exceeding 24 hours or
b) A series of 10 or more periods, whether or not exceeding 24 hours in total, where the following conditions are satisfied:
    - Each period is in respect of the same activity carried on at the same place
    - The interval between each period is not less than one day and not more than 14 days
    - The hire charge is paid for the whole series and is so evidenced in the written agreement
    - The grantee has exclusive use of the facilities
    - The grantee is a school, an association, a club or an organisation representing affiliated clubs or constituent associations (i.e. is a non- profit making voluntary body)
    - All other lettings for periods of use of 24 hours or less will be standard rated
    - The position in the event of cancellations of hire periods or variation of the duration of individual lettings is especially complex and advice should be sought.

5. Safeguarding Arrangements

Schools are required by Keeping children safe in education (2023) to ensure that organisations and individuals that hire/rent the premises have 'appropriate arrangements' to keep children safe when using the school premises for non-school activities. This includes requesting and scrutinising providers' safeguarding and child protection policies and procedures, ensuring liaison with the provider regarding safeguarding matters regardless of whether the children accessing the provision are on the school roll. These should be a condition of the use/occupation of the premises by the provider and failure to comply would lead to termination of the agreement.
Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.

Guidance on 'Keeping Children Safe in Out-of-School Settings' details the safeguarding arrangements that schools should expect to have in place.

Appendix 1 Application for Hire

APPLICATION FOR HIRE OF ……..SCHOOL

Details of organisation requesting the letting arrangements:

Name (or person requesting to hire)	
Company Name/Organisation	
Address	
Daytime contact number	
Mobile contact number	
Email	

Details of requirements						
Area to be hired – please tick relevant columns						
Hall		ICT suite		Playing field		
Classroom		Cookery room		School kitchen		
Additional facilities – please detail						
Lettings start date						
Lettings end date						
	Mon	Tues	Weds	Thurs	Fri	
Start time						
End time						
Nature of activity						
Equipment / facilities requested						
Equipment to be bought in by hirer						
Age range of those attending			Numbers attending			

I hereby make an application for the hire of the accommodation and facilities stated above and agree to abide by the conditions of use specified in the attached documentation.

*I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of at least £5,000,000. (NB this is not the same as Employer Liability Insurance. Please provide a copy of your public liability insurance for school's records).

Signature of applicant…….
Full Name……Date……

Note: the giving of false information on this application may lead to the cancellation of the booking without notice. As part of its safeguarding responsibilities, school will monitor and periodically check that the information provided is accurate and all hirers must provide additional evidence where requested.

Appendix 2 Hire Agreement

HIRE AGREEMENT FOR ……..…….. SCHOOL

AN AGREEMENT made on ……..... (date)

Between:

…….. (name of school)

and

…… (name of hirer/organisation)

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below and in accordance with the application for hire, the hirer shall observe the following conditions: -

- payment being made in full at least one week prior to the letting(s) taking place;
- the person in charge of your activity being shown the fire escape routes before the start of the letting;
- the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

Supplementary Details of Hire

Specific conditions of use, including changes agreed to the application for hire (which should be attached for reference):
Agreed charges for lettings, including amount per session, total amount:
Details of payments:

Signed by: ..... Date: .....

On behalf of the Governing Body

Signed by the hirer: ..... Date: .....

NOTE: Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.

Version Control:

Version	Date	Amendment	By
V2	23.04.2021	Date of review- 04.05.2021 and ratification changed to 26.05.2021 (Front cover)	CEO
V3	29.04.2022	Date of review and ratification changed to 23.05.2022 (Front cover)	CEO
V4	02.05.2023	Date of review and ratification changed to 22.05.2022 (Front cover)	CFO
2. Lettings Rate	02.05.2023	Rates changed to: Session charge £30 per hour plus – Weekdays - £15 per session to open and £15 per session to lock charge Weekends - £30 per session to open and £30 per session to lock charge If the letting takes place during the school day then only the hourly rate of £30 is applicable. In the instance of a group requiring time to prepare for an event their sessions will be a lesser hourly rate of £15 but opening/locking charges will be the same as those listed above.	CFO
2. Annual Letting Charges	02.05.2023	No letting rate will be charged for the hire of rooms for the provision of wrap around care between the hours of 8.45am and 3.15pm for Governor operated Nursery provisions, for monies are received directly into school budgets. The price for privately operated Nursery provisions will be agreed by Directors before such a provision is accepted. No letting rate will be charged for the hire of rooms for the provision of School operated Out of School Clubs, for monies are received directly into school budgets. The current letting rate for the hire of the swimming pool and changing rooms for the weekend and evening parent and toddler swimming is £50 per hour. 30 minutes set up time is without charge.	CFO
V5	18/04/2024	Date of review/ ratification changed to 01.05.2024 (Front cover)	COO
V5	18/04/2024	Added vaping to smoking section (section 9 page 3)	COO
V5	18/04/2024	Added paragraph about scale of charges and school may request change of rate from Directors (section 2 page 6)	COO
V5	18/04/2024	Added information about the HAF project and separate hire agreement for The Hub at Knypersely (section 2 page 6)	COO
V5	18/04/2024	Updated appendix 1 and removed line – 'I accept all liability during the lettings period' (page 6) CFLP requirement to provide public liability	COO
V5	18/04/2024	Added section on safeguarding (section 5 page 7)	COO
V5	23/04/2024	Added appendix 2 Hire Agreement	COO
V5	23.04.20	Added to safeguarding section Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the	CEO

		purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO."	
V5	23.04.20	Added to section 3 or by cheques made payable to the Children First Learning Partnership.	CFO
V6	30.04.2025	Date of review and ratification changed to 19.05.2025 (Front cover)	CFO
V7	24.04.2026	Date of review and ratification changed to 21.05.2026 (Front cover)	CFO