



Westcott Church of England School
High Street, Westcott, Aylesbury, Buckinghamshire HP18 0PH
01296 651360
office@westcott.bucks.sch.uk
www.westcott.bucks.sch.uk
Headteacher **Mr Barry Grace**

Westcott Church of England School

Lettings Policy

Introduction

This policy has been adopted from the guidance issued by Bucks CC issued in March 2008.

1. Scope

This policy applies to all lettings of any part of the school building or grounds whether or not any charge is made for the letting.

2. Policy on the hiring of school premises

2.1 Introduction

The Governing body is committed to make every reasonable effort to ensure the school building and grounds (premises) are available for community use.

2.2 Definition of a Hiring

A hiring may be defined as „any use of the school premises by either a community group or a commercial organisation“, regardless of whether a





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hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2.3 Charges for a Hiring

The Governing Body is responsible for setting the charges for the hiring of the school premises (see Section 0).

3.4. Applying to use the school

Application to use the school premises should be made to the Headteacher or School Bursar, and the Application Form should be filled in at least 21 days before the event though later applications will be considered.

The Headteacher will resolve any conflicting requests for the use of the premises, with school and PFA1 functions always receiving priority.

If the Headteacher has any concern about the appropriateness of a particular request for a letting, they will consult with the Chair of Governors, who will 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 confirmed in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until this confirmation has been received.

3.5. Hire agreement

Once a hiring has been approved, a letter will be sent to the Hirer confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement (which are available on request at any time).



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The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the Hirer and by the Headteacher on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced in advance for the cost of the letting.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing, cleaning, etc.

3.6. Termination of Hire Agreement

The Headteacher, or the Chair of the Governing Body, has the power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the hire agreement.

3.7. Complaints

Any complaints arising from a hiring agreement will be dealt with according to the provisions set out in the hire agreement.

4 Terms and conditions of hire of the school premises

These terms and conditions must be complied with.



The hirer (Hirer) shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

4.1. Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any individual, organisation or group with an unlawful or extremist background or one involved in activities contrary to the ethics of the school, such as gambling.

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.

4.2. Criminal Record Bureau (CRB) checks

It may be necessary for the Hirer to undergo a criminal records check via the Criminal Records Bureau (CRB). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Headteacher, to ensure that they have complied with the CRB Code of Practice and any relevant Buckinghamshire Safeguarding requirements to establish the requirement for CRB checks.

When there is a requirement for CRB checks to be undertaken, the Hirer must keep appropriate records in line with the CRB Code of Practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that CRB checks have been carried out on request and that these checks are current.

4.3. Indemnity and insurance



Lettings are made on the agreement that the County Council, Diocese 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 (including access to the premises before the start of the hire period and egress from the premises after the end of the hire period) except where such loss damage costs and expenses are directly attributable to the negligence of the employees of the County Council, Diocese or the Governing Body.

The Hirer shall insure with a reputable insurance office approved by the County 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 the County Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) 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 or within seven days of a request.

Neither the school, Diocese nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4.4. Statutory requirements

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school



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premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

4.5. Licenses and permissions

The Hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

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.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

The Headteacher must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact the District Council:

Aylesbury Vale - Tel: 01296 585 560, or email:
licensing@aylesburyvaledc.gov.uk

It is the responsibility of any Hirer to ensure that all copyright and related licences have been obtained to cover planned activities.



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To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

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

The Hirer shall indemnify the Local Authority and Diocese against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

4.6. Public safety

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 its contents. In particular:

- The Hirer should arrange for a mobile telephone to be available for emergency use at all times during the hire period. The school is unable to provide access to a telephone.
- obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;



- fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be recorded and given to the Headteacher;
- the Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- performances involving danger to the public shall not be permitted;
- 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 Headteacher;
- no unauthorised heating appliances shall be used on the premises;
- all electrical equipment brought into the building shall be subject to regular PAT testing and current certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. 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.

Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by legislation, code of practice, national governing bodies of sports, scouts, etc.

4.7. The Hirer's Responsibilities



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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 is to be used except as requested on the application form.

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

4.8. Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

4.9. First Aid Facilities

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. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

4.10. Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.



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. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

4.11. Food and Drink

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher and if permission is given, this must be in line with current food hygiene regulations.

4.12. Kitchen/Food preparation, Facilities and Equipment

There are no kitchen or food preparation facilities.

4.13. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

4.14. Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

4.15. 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.



4.16. Nuisance/Disturbance

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

4.17. Animals

Except in the case of trained guide-dogs for the blind, hearing dogs for the deaf and medical detection dogs, animals shall not be permitted on the school premises.

4.18. Rules

The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time and these rules shall be advised to the Hirer in writing.

4.19. Charges and Cancellations

The Hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

The Governing Body reserves the right to cancel the hiring agreement without notice should any of the terms and conditions be breached or if continuation of the agreement bring the school into, or further into,



disrepute with the exercising of this right being at sole discretion of the Governing Body without any liability in favour of the Hirer.

The Governing Body, the Diocese and the Local Authority will not accept any responsibility for any direct or indirect loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including but not limited to and without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body, Diocese, or the Local Authority, as to whether a letting should be cancelled shall be binding on the Hirer.

4.20. Sub-Letting

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

4.21. Storage Ancillary to the Hiring

The permission of the Headteacher must be obtained before goods or equipment are left or stored on the premises.

4.22. Loss of Property

The Governing Body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

4.23. Car Parking

Cars shall not be parked so as to obstruct access to the School. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. The school has no



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designated parking (Cars often park along Church Lane), and users of the school should avoid undue noise on arrival and departure.

4.24. Toilet Facilities

Access to the designated school's toilet facilities is included as part of the hire arrangements.

4.25. Right of Access

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher or members of the Governing Body may monitor activities from time to time.)

4.26. Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity and ensuring they are collected by an appropriate and responsible adult.

4.27. Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the Hirer's own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.



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5 Application to enter into a hire agreement for the letting of school premises

Name of Applicant:

Address:

Telephone Number (Day and Mobile):

Email Address:



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Name of Organisation:

Activity of Organisation:

Details of Premises Requested (Hall, Playground, Football Pitch etc):

Day of Week (recurring booking) or date (one-off) requested

	Day of week / date	Start time *	Finish time *
First choice:			
Second choice:			
Third choice:			



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(* please allow time for your preparation and clearing up)

If recurring booking, start date required: _____

end date:

Use of School Equipment:

Details of any Electrical Equipment to be brought to the school:

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Relevant Qualifications of Supervising Adults:



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Have List 99 and/or CRB checks been carried out? When? By Whom?
Please list details:

Dates during the year when the Hall will be unavailable due to school use or closure will be available at the beginning of the school year in September. These dates may be subject to change but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Applicant confirms that arrangements are in place with reference to First Aid and availability of a mobile telephone (see Terms and Conditions for further details).

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

The Applicant confirms that it will adhere to the Terms and Conditions including responsibility to ensure that the security and safety of the premises is maintained at all times and responsibility for supervising any children taking part in an activity until they are collected by a responsible adult.

Any other relevant information:



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I confirm that I am over 18 years of age, and that the information provided on this form is correct

Signed: _____ (Print
name) Date: _____



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6 Hire agreement

This agreement is between the Governing Body of Westcott CE School

('Governing Body') and _____ ('Hirer') of (address)

Telephone: _____ for use of (areas of the School to be used):

for the purpose of (specify nature of use):

for a maximum attendance of _____ people and using (details of any

School equipment to be used):

on (specify date(s) of hire, whether recurring, and start/end times):

Fee: £ _____ per hour / per session (delete as appropriate) subject to review each April.



The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the Fee

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document and acknowledges that the information contain in 'Application to enter into a hire agreement for the letting of school premises' is correct and forms part of this agreement.

The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures of Hirer and on behalf of the Governing Body

	Name Printed	Signature	Date
Governing Body Representative			
Hirer			

7 Scheme of Charges

Organisation type	Regular letting (cost per session)	Single letting (cost per hour)
Charity or Local community group	£25 - £40	£10 – £25
Non-local community or commercial	£75 - £100	£35



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In all cases, the charge to be levied depends on the number of attendees, the premises requested (grounds, hall, classroom), the facilities requested (chairs, tables, cleared space, etc.) and the day and time of day (immediately after school close, late afternoon, evening, weekends, weekdays).

Single lettings attract a minimum charge of £10 or 1 hour whichever is the greater.

The actual charge will be advised upon receipt of the hire application.