



Be watchful. Stand firm in your faith. Be strong. Be courageous. And let everything you do be done in love. 1 Corinthians 16: 1

LETTINGS POLICY and HIRE AGREEMENT

INTRODUCTION

The Governing Body of Pattishall CE Primary School recognises the importance of out of school hours provision. The education of children is the prime purpose of our school; however, we believe after school clubs and holiday clubs should be available and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired. In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises as a result of accepting the booking. In any event, the Governing Body reserves the right to require a reference before any booking is accepted. We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking and Hire Agreement.

Prior to a letting we will:

- Conduct an informal interview
- Seek references
- Seek documentation appertaining to safeguarding (see agreement below)

After agreement we will:

- Share relevant information, where it is considered in the interests of the child's safeguarding and wellbeing, that will enhance safeguarding procedures.

CONDITIONS OF BOOKING/USAGE

1.0 Definitions:

1.1 Governors mean the Governing Body of the school or its authorised representative.

1.2 'Educational premises' means the school's premises.

1.3 'Hired area' means that part of the educational premises to be used by the hirer described in the lettings form.

1.4 'The hirer' means the person who has signed the lettings form.

2.0 The Governing Body reserves the right to refuse to hire premises without stating reasons for doing so.

3.0 Fees for hiring school premises shall be determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. Further charges may be levied if additional

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costs are incurred as a direct consequence of the letting. As at September 2021, this is set at £5 per hour.

4.0 The hire fee shall be payable within the terms of the invoice.

5.0 When the hired area is only part of the educational premises, access is restricted to those rooms forming the hired area.

6.0 There shall be no variation to these conditions of hire without the prior agreement of the Governing Body.

7.0 No smoking will be permitted inside the hired premises or within the school grounds.

8.0 The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and are safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises.

9.0 The hirer shall be liable for all damage howsoever and by whomever caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the Governing Body. The Governors shall be the sole judge of the damage done and the amount thereof.

10.0 The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Governing Body. The hirer should be fully insured to cover such claims as may arise under such liability.

11.0 The Governors will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever including motor vehicles placed or left upon the premises by the hirer or for the hirer's use of purposes, including any damage or loss by fire.

12.0 The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Governors.

13.0 The Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.

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14.0 There shall be no variations in the conditions of a regular Hire Agreement without the approval of the Head Teacher. Failure to comply with these conditions may incur additional charges.

15.0 The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.

16.0 The hirer shall not sublet or assign the hired premises or any part thereof. Should he do or attempt to so do the Hire Agreement shall be cancelled.

17.0 The hirer shall be responsible for the provision of all first aid equipment as required for the hire.

18.0 The hirer will commit to adhere to the school's ethos and values, including how they manage behaviour and handle incidents.

19.0 The hirer will provide evidence of stringent safeguarding policy documentation and procedure. They will **attend and fully engage with our Safeguarding training, including all members of staff who come into contact with our children.**

COMPLAINTS PROCEDURE

What if the school has a complaint about our organisation/group?

If the school has concerns about a letting, the following procedures will be followed:

- 1.The Head Teacher will verbally raise the concern with the named Hirer.
- 2.The situation will be monitored for two sessions to allow the issues to be addressed.
- 3.If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- 4.If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification. Please note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

What if I, as the Hirer, have a complaint about my let or booking agreement?

If you, as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

- 1.Talk to the Head Teacher and discuss the problem. Allow 5 working days for the situation to be resolved.

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- 2.If still unresolved, the Hirer should notify the Governing Body, via the office, in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened).
- 4.If still unresolved, the matter will be taken to the next full meeting of the Governing Body and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

What if a third party complains?

- 1.If the school receives a complaint from a third party, the Governing Body will be notified of the complaint.
- 2.The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- 3.If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

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HIRE AGREEMENT

This agreement is made between Pattishall CE Primary School and the named hirer for the dates. Times and fees set out below.

The school allows the Hirer to use the premises for the purposes and the period as set out below.

School representation: Clare Sceats – Business Manager office@pattishallschool.co.uk and Jane Chapman – Bursar bursar@pattishall.northants-ecl.gov.uk

Hirer to complete:

Name_____

Address_____

Phone_____ Email_____

Premises required: (please highlight / circle)

- Hall
- Toilets
- Kitchen
- Classroom(s) (how many?)
- Computer suite
- Playground (including equipment)
- Field
- Forest School

Purpose of hire: _____

Start date of hire: _____

Length of hire_____

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Please note that setting up and packing down times must be included in the time specified.

Hire rate per hour_____

Total – payable in advance of use (per week / per month / per term / per_____

Please confirm that you have the following and send copies to the school representation annually, ahead of each new school year (and on demand): (please highlight / circle)

- Public liability insurance
- Enhanced DBS
- Safer Recruitment Policy
- GDPR Policy
- Child Protection and Safeguarding Policy in line with the current Keeping Children Safe in Education and any other safeguarding legislation and guidance
- Adequate Safeguarding and Prevent training appropriate
- Behaviour Policy
- Health and Safety Policy
- First Aid Policy
- Adequate First Aid qualifications

In addition, we expect you to attend and fully engage with our Safeguarding training, including all members of staff who come into contact with our children.

Please confirm that you have read the relevant policies appertaining to the school's health and safety procedures: (please highlight / circle)

- Fire safety Policy
- Fire Exit Plan
- Fire Evacuation Plan
- Accessibility Plan
- Nurturing Positive Behaviour Policy
- Child Protection and Safeguarding Policy

We expect that our values and nurturing ethos is upheld by all stakeholders and any services that may be perceived to be representing or connected to the school.

The Governing Body of Pattishall CE School may terminate the letting agreement immediately, should any term of this agreement / conditions for hiring be breached; most importantly, **any breach by you of your safeguarding obligations in this agreement or at law.**

I, the hirer, have provided the relevant information and agree to the terms and conditions of hire.

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SIGNED_____

DATE_____

General Data Protection Regulations 2018 – the data collected on this form will only be used for the purpose of bookings administration and management of these booking by the school. All necessary steps will be taken to keep your data safe and it will not be shared with third parties.

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