

# Clayton-le-Woods CE Primary School



## **Lettings Policy**

2025 -2026

Agreed by Governing Board on 26.01.26

Policy will be reviewed by 26.01.27

## Clayton-le-Woods CE Primary School

### **Lettings Policy**

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. Where governing bodies hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.
3. School and college safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required. 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.
4. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance After-school clubs, community activities, and tuition - safeguarding guidance for providers ([publishing.service.gov.uk](https://publishing.service.gov.uk))
5. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
6. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.

7. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
8. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
9. No lettings will be approved giving the user exclusive possession (note: this is a legal requirement, not to be confused with a sole letting).
10. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
11. All hirers must comply with health and safety legislation.
12. The hirer is responsible for following safer recruitment procedures including that DBS checks have been undertaken and other elements that may be relevant for working with children.
13. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
14. Smoking is not allowed on the premises in line with school policy.
15. Alcoholic Drinks –
  - a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
  - b. No alcohol is to be stored or retained on the premises when pupils are in school.

**CLAYTON-LE-WOODS CHURCH OF ENGLAND PRIMARY SCHOOL**  
**HIRING AGREEMENT**

This agreement is made between the governors of *Clayton-le-Woods CE Primary School, Back Lane, Clayton-le-Woods, Chorley, Lancashire* and \_\_\_\_\_.

The period of the agreement is for \_\_\_\_\_ months commencing on \_\_\_\_\_, and ending on \_\_\_\_\_.

The applicable hire charges for this period will be £\_\_\_\_\_ per week (**Day/time**) for the school hall, for \_\_\_\_\_ weeks, £\_\_\_\_\_ per annum. Cheques payable to Governors of Clayton le Woods Church of England School or bank transfer – sort code 010053, account number 05511267, Account name Governors of Clayton le Woods Church of England School.

The above charges are exclusive of any charge incurred for locking/unlocking of the premises.

It is agreed that the following Hiring Conditions will be observed and performed.

**MEMORANDUM OF HIRING CONDITIONS AND INDEMNITY**

In these conditions:

i) "*The Owners*" means the governors of the above mentioned school, and "*The Agent*" means the Clerk to the Governors or other Agent of the Owners.

ii) "*The Hirer*" means the person signing this application form and in addition any organisation for whom he/she is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.

1. Prior to any use of the school premises, the Hirer shall make arrangements which are acceptable to the Headteacher for the unlocking and locking of said premises. Where this duty is to be performed by a servant of the Hirer, such person must be nominated to the Headteacher for his/her approval. Where this duty is to be carried out by a servant of the Owners, the Hirer shall be liable for any extra expense thus incurred.
2. The Hirer is responsible for and shall indemnify the Owners against all damage to the school premises and to any property on the school premises occurring during or in relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however or whomsoever caused.
3. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the school premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of gas or electricity, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the school premises during or in relation to the hiring in respect of any such loss, damage or injury.
4. The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.
5. The Hirer shall at all times ensure that good order is kept on the premises.

6. The Owners (by themselves or by their Agent) may put a stop to any entertainment, activity or meeting which in the opinion of the Owners/Agent is not properly conducted or which may infringe any of the provisions hereof.
7. The Hirer shall at the expiration of each hiring leave the school premises in a clean and orderly state.
8. The Hirer shall ensure that all property brought into the premises for the purpose of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind by the Hirer.
9. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that all persons present during each hiring are aware of the locations of emergency fire exits and know the location of fire-fighting equipment.
10. Any lights or other electrical apparatus which shall be connected to the school's electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.
11. All the conditions attached to any music and dancing licence and any theatre licence for the school premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
12. All legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners or their Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
13. If use is made of the school kitchen the Hirer shall comply with any conditions made by the Owners or their Agent at the time of the time of making this agreement or subsequently.
14. It is strongly recommended that the Hirer arrange for appropriate Public Liability Insurance in respect of this indemnity.
15. Hirers should familiarise themselves with the location of the First Aid Box and telephone in order that they may deal with an accident or emergency.
16. Details of any Accident, Incident or Defect should be entered onto the form provided and left for the attention of the Headteacher.
17. In the event of any serious accident the Headteacher or Clerk to the Governors should be contacted immediately by telephone.
18. In the event of an emergency the Site Supervisor, Headteacher or Clerk to the Governors should be contacted immediately by telephone.

Signature: .....

Name: .....

Address: .....

Signature *Mrs S Bashora - Headteacher* on behalf of the Governing Body