

Sandy Lane Nursery and Forest School
"Nurturing curiosity and inspiring imagination"



2023-24 School Lettings Policy

DOCUMENT STATUS

Produced By	Version	Date	Action
Sandy Lane Nursery and Forest School	1	22.11.22	Approved by Resources Committee
		03.10.23	Reviewed by school's Resources Committee

Legislation

Equality Act (2010)

Health & Safety at Work etc Act 1974 and subsequent regulations

Approval

Governing body free to delegate to a committee of the governing body, an individual governor or the headteacher.

Review

Annually

Rationale

The governors at Sandy Lane Nursery and Forest School acknowledge the opportunity to maximise cash income to the school by the appropriate profitable letting of the school premises, together with their responsibility to facilitate social and extra educational activities for the children of the school and residents in the area. The purpose of this policy is to establish the school governors' criteria for letting of the school premises, the categories of prospective hirers and the scale of charges. The accompanying conditions of hire agreement provides more details of the responsibilities of the hirers and must be read alongside this policy.

Lettings Policy

The headteacher will consider applications for hire of the school premises that fulfil one or more of the following criteria:

- Lettings that deliver, in the opinion of the headteacher, appropriate educational benefits to the children of the school
- Lettings that deliver a social benefit to the children and/or parents of the school
- Lettings for local community activities
- Lettings for commercial ventures

In considering applications, the headteacher will need to be satisfied that the school premises are suitable for the intended purpose of the let. To ensure that the intended activity does not, in the opinion of the headteacher, impact on the normal routine, ethos of the school or the comfort of its staff and pupils, lettings will only be considered outside of the school's usual operating hours.

Lettings

Sandy Lane Nursery and Forest School is committed to supporting the government's Prevent Strategy by following our safeguarding policy. We will not hire or let the school to any party, individual or group that we feel would be in conflict with our duty under the Prevent Duty.

Prospective hirers must confirm in writing that they and/or their company, are fully compliant with the current KCSIE (keeping children safe in education) guidance and that they follow Safer Recruitment and Vetting practices, as outlined in the current KCSIE guidance (Section 3).

Without a written undertaking, we are unable to enter in to any lettings' agreement.

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https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1181955/Keeping_children_safe_in_education_2023.pdf

Prevent Duty

The Hirer acknowledges that Sandy Lane Nursery and Forest School has a duty under section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have 'due regard to the need to prevent people from being drawn into terrorism' (The 'Prevent Duty'). The Hirer shall ensure that it uses Sandy Lane Nursery and Forest school premises in such a way as to satisfy the Prevent Duty. The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

We are able to offer a range of room options to accommodate small groups of children and accompanying adults in addition to extensive secure grounds.

The governing body of Sandy Lane Nursery and Forest School sets charges for lettings, guided by the following principles:

1. Lettings will be charged at the current rate (see Lettings charges);
2. The school premises and grounds will not be let to individuals or organisations if there is reason to believe that damage to property may occur or that the name of the school may be brought into disrepute;
3. The school premises will not be let for events where a Public Entertainment Licence is required;
4. Hirers must provide evidence to the school of any relevant licences and insurances required in advance. Failure to provide this evidence two weeks prior to the agreed letting date will mean that the booking will be cancelled;
5. Any group/organisation which is hiring the premises will be asked to provide evidence of its third-party public liability insurance and any relevant licences. Should these not be available, the school's insurance policy provides indemnity to any person or organisation that the school has hired to, where that person or organisation, i.e. small groups/family groups, does not have their own third-party public liability insurance;
6. Hirers are expected to obtain a copy of and comply with all relevant Warrington Borough Council and school policies.

Income

Profits raised through lettings belong to Warrington Borough Council and as such the school will retain any income derived from lettings. Costs of lettings to the school will be met from this income. This will be administered as part of the school's financial management system by the school finance officer and headteacher.

One-off lettings will be invoiced when the booking is confirmed and should be paid at least one (1) month prior to the date of the booking. Regular lettings will be invoiced monthly and should be paid in advance at the beginning of the month, unless other arrangements have been agreed in advance by the headteacher.

AT NO TIME WILL THE SCHOOL USE ITS DELEGATED BUDGET TO SUBSIDISE NON-SCHOOL ACTIVITIES.

Contracts

A Lettings Contract Agreement must be completed for all lettings. Failure to comply with the

Lettings Contract Agreement, this Lettings Policy and any other relevant school policies may result in an immediate termination of contract.

All users of the premises, must provide a valid risk assessment for the activity, together with copies of any relevant insurance documentation and licences, before any lettings activity can commence. For regular bookings, these documents should be provided on the annual anniversary of the date the letting commenced and as and when requested by the school.

All users must obtain a copy of the relevant risk assessment from the school office prior to the date of the letting and comply with the relevant recommendations.

It is the responsibility of all hirers to ensure the venue is fit for purpose and that all school property is left in the condition it was found. The hirer is responsible for rectifying and paying for any damage caused to the accommodation and property during the letting period.

Decisions whether to approve lettings rest with the governing body. The governing body delegates approval of lettings to the Resources Committee which, in turn, delegates initial approval responsibility and the day-to-day management of lettings to the headteacher.

If the headteacher believes a letting should not be permitted for any reason, they will report the reason to the Resources Committee which will make a final approval decision.

Once a Lettings Contract Agreement is signed and approved, the site manager or headteacher's PA will contact the hirer to discuss the access arrangements.

Health & Safety

All persons hiring the school premises and grounds are expected to conform to all the school's Health & Safety regulations (including maximum numbers for the relevant halls/rooms) and it is their responsibility to familiarise themselves with all the school's relevant policies. All hirers must comply with the Equality Act (2010). Failure to comply with Health & Safety regulations and policies and/or the Equality Act 2010 will result in an immediate termination of contract without exception.

Insurance

All hirers must carry sufficient Public Liability insurance to satisfy Warrington Borough Council requirements and must provide evidence of their current insurance certificate with their Lettings Contract Agreement as detailed above.

LETTINGS CHARGES
Effective from 1st September 2022

Venue	Hourly Rate	Daily Rate (up to 6 hours)
1 x Rainbow Room Classroom	£30	£150
The Lighthouse	£25	£125
Playground Area	£20	£100
Garden Area	£20	£100
Staffroom including kitchen	£25	£125

The school premises are available to hire at weekends and during school holidays. All bookings will be subject to an additional charge to cover site manager's costs:-

☐ £22.00 to open up

☐ £22.00 to lock up

- If you wish to hire multiple venues, eg, the garden area, staffroom and a classroom, a discounted price may be negotiated with the headteacher
- The charges above can be reviewed during the school year and are subject to change with the agreement of the headteacher and the governing body



I hereby apply for use of the premises and grounds as specified below:

- ☐ I have read the school's Letting Policy and agree to abide by all the terms and conditions set out within it and within any other relevant school policies
- ☐ I confirm compliance with current KCSIE guidance and Safer Recruitment and Vetting procedures
- ☐ I agree to pay the full cost of the hire within the due date of any invoice
- ☐ I confirm I have Public Liability Insurance and enclose a copy of our certificate OR
- ☐ I wish to utilise the school's insurance policy indemnity
- ☐ I confirm I have completed a risk assessment for the activity and enclose a copy
- ☐ I confirm I have obtained a copy of the relevant school risk assessment and made myself aware of the potential risks and how to address them.

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Office Use:

Agreed Charges			Invoice Sent	Date
Entered in School Diary	Date	Initials	Invoice Paid	Date
Informed Site Manager	Date	Initials	Regular Hirer	Y/N
Sentry Needed	Y/N	Date booked	Initials	
Appropriate policies relevant to room hire sent via email		Date	Initials	
Copy of relevant risk assessments received from hirer			Y/N	Date