



Potley Hill Primary School

Lettings Agreement

This agreement, together with the form of application to hire School Premises, shall constitute the contract between the School and the Hirer(s).

This agreement gives the Hirer a license to use the Premises during the times specified:

Date(s) and Times of hiring: Monday to Friday (during the school term dates).

Start Date:

End Date: ('the Hire Period')

The Governing Body of Potley Hill Primary School permit:

[insert full details of the Hirer including registered address and company, charity number if incorporated] ('the Hirer') to use the Premises at the date(s) and times indicated in the conditions below:

1. STATUS OF THE HIRER

1.1 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 or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

2. PRIORITY OF USE

2.1 The Head Teacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to School functions.

2.2 In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavours to provide the Hirer with alternative accommodation.

3. ATTENDANCE

3.1 The Hirer shall ensure that the number of persons using the Premises does not exceed.....

4. PUBLIC SAFETY

4.1 The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.

4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.

4.3 The Hirer shall take all necessary precautions to protect the public, School pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.

4.4 The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the School, or other users of the School or neighbouring premises.

4.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises.

5. PERMITTED USE

5.1 The Premises are only to be used for [include the permitted purpose].

5.2 The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day.

5.3 A childcare provider must meet and comply with the requirements of the Special Conditions annexed to this agreement.

5.4 Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

6. DAMAGE, LOSS OR INJURY

6.1 The Hirer shall pay the cost of any loss or damage to the School or any property arising from the hiring.

6.2 The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the Premises are being hired), and/or loss of or damage to property, including the hired Premises, arising out of the hiring. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the Premises can be confirmed.

6.3 The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

6.4 Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the Premises and the Hirer shall indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

7. FURNITURE AND FITTINGS

7.1 School furniture and fittings shall not be removed or interfered with in any way.

7.2 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.

8. SCHOOL EQUIPMENT

8.1 Use of School equipment must be agreed in advance of the Hire Period.

8.2 Responsible adults must supervise the use of any equipment and ensure its safe return. The Hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the Hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.

9. ELECTRICAL EQUIPMENT

9.1 Any electrical equipment brought by the Hirer onto the School site must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application to hire.

9.2 Noise levels must be contained to a reasonable level at all times and after no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

10.1 Subject to availability, car parking facilities may be used by the Hirer and other adults using the Premises. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times.

11. TOILET FACILITIES AND PLAYGROUND

11.1 Access to the School's toilet facilities is included as part of the hire arrangements.

12. FIRST AID FACILITIES

12.1 There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports hiring.

12.2 Use of the School's resources is not available.

13. FIRE REGULATIONS & SAFETY

13.1 The School shall arrange for a member of staff before the Hire Period of the Premises to explain the fire procedures to the Hirer and shall inform the Hirer of any changes to the fire procedures during the Hire Period.

13.2 A written copy of the School's fire evacuation procedures will be issued to the Hirer upon their request.

13.3 No open fires or candles shall be used on the School premises without the express consent of the Head Teacher. Where such consent is given, it is the responsibility of the Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.

13.4 To avoid the risk of damage from fire to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons, Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

14. FOOD AND DRINK

14.1 No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.

14.2 Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

14.3 All litter must be placed in the bins provided.

15. SMOKING

15.1 The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, and smoking is not permitted anywhere on the School site.

16. ALCOHOL

16.1 Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

17. GAMBLING

17.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place on the Premises without the prior written consent of the School.

18. ANIMALS

18.1 Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

19. OTHER RESTRICTIONS ON USE

19.1 The Hirer shall not permit the Premises to be used for any political purposes.

19.2 The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunken or disorderly to remain upon any part of the School premises and grounds.

19.3 The Hirer shall not permit the Premises to be used for any unlawful purposes or in an unlawful way.

20. COPYRIGHT OR PERFORMING RIGHTS

20.1 The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period covered by this agreement.

21. TRANSFER OR SUB-LICENCING

21.1 The Hirer shall not transfer this hire agreement or sub-licence the Premises to another person(s).

22. CHARGES

Commercial/private use (activities which sit outside the day-to-day life of the school day), e.g. aerobics, brownies, weightwatchers.

ACCOMMODATION	MAXIMUM NUMBER OF PEOPLE	COST PER HOUR
HALL	150	£20
CLASSROOM	30	£10

After-school club providers who charge pupils to attend will pay 20% of their income generated from their school-based activities at Potley Hill at the end of every month. An example below.

Cost per session	Number of pupils who attend	Generated income	20% cost paid to school
£2.50	12	£30	£6

23. LICENCES

23.1 The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this hiring and the activity stated in these terms and inspection of such licences may be requested by the School prior to hiring.

24. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

24.1 The Hirer acknowledges that the charges may be increased from time to time. The School will review the charges to be made on an annual basis.

24.2 The hiring may be cancelled by the Hirer or the School provided that at least 10 working days is given.

24.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.

24.4. The School reserves the right to cancel any hiring in the event of unforeseen circumstances.

24.5 The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, becomes unusable for any reason.

25. SECURITY

25.1 If the Hirer is provided with keys to the Premises, keys should not be passed to any other person without direct permission of the Head Teacher of the School.

25.2 The Hirer shall take all necessary action to ensure the security of the School Premises and to comply with all reasonable requirements and instructions by the School for the proper running of the School. In this respect the Hirer shall maintain regular and frequent contact and liaise with the Head Teacher to ensure that all such requirements/instructions are met.

26. RIGHT OF ACCESS

26.1 The School reserves the right of access to the Premises during any hiring and the Head Teacher or members of the Governing Body may monitor activities from time to time.

27. CONCLUSION OF THE HIRING

27.1 The Hirer shall, at the end of the Hire Period, leave the Premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, the Hirer may incur an additional cost.

28. VACATION OF PREMISES

28.1 The Hirer shall ensure that the Premises are vacated promptly at the end of the Hire Period.

29. PROMOTIONAL LITERATURE/NEWSLETTERS

29.1 In the event the Hirer wishes to distribute information a draft copy of any information to be distributed to participants or through the School must be sanctioned by the Head Teacher a week prior to any such distribution by the Hirer.

30. SPECIAL CONDITIONS

30.1 The Hirer shall comply with the Special Conditions (if any) attached to this Agreement.

31. COMPLAINTS

31.1 Any complaint relating to the hiring of the Premises should be in writing to the Head Teacher who will investigate and respond.

32. HIRER WHO IS A CHILDCARE PROVIDER

32.1 If the Hirer is a childcare provider it shall comply with the Special Conditions as set out in this agreement.

33. DATA PROTECTION

33.1 The School and the Hirer acknowledge their obligations under the General Data Protection Regulation and the Data Protection Act 2018 ('the Data Protection Legislation') and will comply with their obligations under the relevant Data Protection Legislation in force at the time.

33.2 The School is a Data Controller (as defined in the General Data Protection Regulation) in respect of personal data it processes for the performance of this agreement. The School shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

33.3 The Hirer will be a separate Data Controller (as defined by the General Data Protection Regulation) in respect of any personal data it processes. The Hirer shall provide appropriate privacy notices as required by the Data Protection Legislation. The Hirer shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

33.4 The School's legal basis for processing the Hirer's personal data is that it is necessary for the performance of this agreement. The School will not use the Hirer's personal data for any other purpose.

33.5 The School has collected the following personal data from the Hirer:

- The Hirer's name
- The Hirer's address
- The Hirer's telephone number

33.6 The School will process the Hirer's personal data in accordance with the privacy notice provided to the Hirer.

33.7 The School shall store the Hirer's personal data securely.

33.8 The School shall keep the Hirer's personal data in accordance with the School's retention schedule and in any event no longer than is necessary.

33.9 The Hirer has data subject rights (subject to certain restrictions) further details of which can be found in the School's General Privacy Notice [here](#).

33.10 The School's Data Protection Officer can be contacted by email; adminoffice@potleyhill.hants.sch.uk

33.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

34. BREACH OF CONDITIONS AND TERMINATION

34.1 The School shall be entitled to terminate the hire agreement with immediate effect in the event of;

(i) a breach by the Hirer of any conditions in the Hire agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the School

(ii) the Hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts

35. Letting Safeguarding Arrangements

Documentation Checked (Individual Hirer)	Staff signed:	Date
Two forms of ID, e.g. driving licence, passport (copy taken)		
Public Liability Insurance and/or Employer Liability Insurance (copy taken)		
Qualifications/License for supervising staff (copy taken)		
Take up reference from other school/provider		
Children’s Barred List Check completed		
Evidence of DBS certificate		
Evidence of safeguarding training (copy taken)		
<p>As the hirer [_____] I can confirm I have read and signed the ‘Volunteer Declaration Form’ which ensures I adhere to the safeguarding requirements of the school during the letting period.</p> <p>Name: _____ Signed: _____ Date: _____</p>		

or

Documentation Checked (Organisation Hirer)	Staff signed:	Date
Public Liability Insurance and/or Employer Liability Insurance (copy taken)		
Qualifications/License for supervising staff (copy taken)		
Evidence of DBS certificates for all staff		
Safeguarding and Child Protection Policy (copy taken)		
The name of the DSL is.....		
Staff Behaviour Policy/Code of Conduct (copy taken)		
<p>On behalf of the hiring organisation[_____] I can confirm that all relevant safeguarding, training and safer recruitment checks have been carried out in line with Keeping Children Safe in Education and that our organisation adheres to the government guidance outlined in ‘After-school clubs, community activities, and tuition; Safeguarding Guidance for providers,’ September 2023.</p> <p>Name: _____ Signed: _____ Date: _____</p>		

36. Letting Agreement Signing

<i>School Authorisation of the letting</i>		
The school has authorised the letting of school facilities, as detailed on above, to the Hirer on payment of the fees set out above. The Hirer has provided the relevant paperwork/information requested.	Signature	
	Name:	
	Date:	
<i>Hirer signature</i>		
The hirer accepts the terms and conditions of the booking outlined in the school's Lettings Agreement above. The hirer agrees to pay the charges inline with the guidelines set out above.	Signature	
	Name:	
	Organisation:	
	Date:	

TERMINATION CLAUSES FOR BEFORE AND AFTER SCHOOL CLUBS
(Child Care Provision)

37. BREACH OF CONDITIONS AND TERMINATION

37.1 If at any time the Hirer has committed a breach of the hire agreement which is capable of remedy then the School may serve a warning notice on the Hirer specifying the nature of the breach and the actions that the Hirer is required to take in order to remedy the breach within a specified time scale (the Warning Notice).

37.2 Within 7 days of receipt of a Warning Notice the Hirer shall be required to provide the School with an action plan in writing setting out details and remedies of the breach as required by the Warning Notice.

37.3 During the Warning Notice period the School shall monitor the Hirer until such time as the Hirer has demonstrated, to the reasonable satisfaction of the School that it has rectified and remedied the breach in accordance with the Warning Notice.

37.4 If the Hirer fails to comply with a Warning Notice or has committed a breach which is incapable of remedy the School may give notice in writing terminating the hire agreement ("Termination Notice") with immediate effect. [A Termination Notice shall take effect [insert number of weeks] from its date.

37.5 The School shall be entitled to terminate the hire agreement with immediate effect in the event the Hirer becomes insolvent, or it is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

Special Conditions

Child Care Provision

Before and After School Childcare Provision

1. Summary

The Provider must:

- Deliver out of school childcare that is “good” or “outstanding”;
- Initially deliver up to [20] places for children
- Be registered with Ofsted
- Provide a flexible service to meet the community needs
- Sign the Hire agreement with the School for the use of the Premises;
- Involve the local community in the delivery of the services.

2. Quality requirements

3.1 The Provider must fulfil the registration requirements of Ofsted through meeting the Early Years Foundation Stage and Childcare Register

4.4 The provider must work with the School and be prepared to meet with representatives from the School to discuss services and work together to ensure the successful transition of those children who attend the out of school provision

5. Monitoring

5.1 The Provider must attend monitoring meetings with the Schools representative. The meetings will take place as required but will be on a termly basis in the first year with a higher frequency in the first months if required

5.2 The monitoring meetings will include

- Number of children on roll
- Staff structure with names and qualifications
- Income and expenditure report
- Development plan
- Ofsted outcome (when appropriate)