

Archers Brook SEMH School
Lettings Policy

Approved by:	Premises and Finance Sub Committee	**Date:**	October 2026
Last reviewed by:	Ian Dean	**Date:**	September 2026
New review due:	September 2028		

Introduction

The Governing Body regards the School buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The School's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting is defined for the purposes of hits Policy as "a non-exclusive license use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services

and staffing will normally be shared between the organisations involved. The specific charge levied will be reviewed annually, during the spring term, by the resources sub-committee for implementation from the beginning of the next financial year, with effect from 1 April of that year.

Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from CWAC Finance Department.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult the Chair of the resources sub-committee who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire school premises should approach Mr I Dean (Extended Schools Co-coordinator), who will identify their requirements and clarify the facilities available

An Initial Request Form (a copy of which is attached to this model policy) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer by the School, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the School. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges and payment shall be made in advance.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the School, will be paid into the School's LMS budget account via the Bursar, in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget).

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Public Liability and Accidental Damage Insurance

As an alternative to asking each organisation to separately arrange public liability and accidental damage insurance (see terms and conditions), it is possible for the Governing Body to take out a single policy covering all lettings, and recoup the cost of the insurance premium via the lettings fee which is charged to individual hirers. This should be discussed with the Council's Insurance Manager.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

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.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS).

If a particular letting involves contact with the school's pupils, all personnel involved must provide a current enhanced DBS check to the Business Manager, Mrs Sedgwick in accordance with current legislation and DCSF guidance.

These checks must be made by prior arrangement with the extended services co coordinator Mr. I Dean and Mrs. J Sedgwick

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified.

Sports coaches must follow the CWAC guidelines for working in schools.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated.

Public Safety

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

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

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.

Damage, Loss or Injury

The Governing Body has arranged appropriate public liability insurance to cover all 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 letting. A pro-rata cost of the insurance premium has been included in the hire charge.

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 letting. The minimum limit for this insurance cover is £5 million.

The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed. Neither the school, nor CWAC will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. 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.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher.

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return.

The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

Toilet Facilities

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

First Aid Facilities

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 lettings. Use of the schools resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations.

Litter

All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

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

Heels and Shoes

No stiletto or any type of thin heel is to be worn.

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

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify CWAC against all sums of money which CWAC may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge are set out in the Hire Agreement.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

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

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be found, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of

the School.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or authorized members of the Governing Body may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playground. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency.

Hirers are responsible for familiarizing themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to 'distribution by the Hirer. The Schools' role must be recognised in writing in such information.



ARCHERS BROOK

SCHOOL LETTING- APPLICATION

Name of Applicant:

Address:

Post code:

Telephone Number:

Activity of Organisation:

Details of premises requested (Sports hall, Playground, Football pitch etc.):

Day of week required:

Second choice:

Third choice:

Start time:

Finish time:
(Please allow time for your preparation and clearing up)

Dates required:

Use of School equipment: (please specify your request)

Details of any electrical equipment to be brought in:

Maximum number of participants:
Age range of participants:

Number of supervising adults:

Relevant qualifications of supervising adults:

I confirm I have seen evidence that checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children.

The school will Endeavour to give prior notice if the premises become unavailable due to unforeseen circumstances.

The hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see terms and conditions)

The hirer will provide a risk assessment for the proposed activity.
The hirer confirms that arrangements are in place with reference to first aid (see terms and conditions for details).

The hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see terms and conditions for further details)
Any other relevant information:

Name:

Signed:

Date:

NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use however caused

Archers Brook School

SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

1. In this Agreement:

   1.1 "the Owners" means CWAC, HQ, Council Offices, Chester CH1 2NP
   1.2 "the Agent" means the Headteacher.
   1.3 "the Hirer" means the person signing the application form and in addition any Organisation for which he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
   1.4 "the School Premises" means the above-mentioned School or any part of it

2. The Hirer shall:

   2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
   2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
   2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
   2.4 not permit any animals to be brought onto or kept on the School Premises.
   2.5 comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
   2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire. A copy of such insurance cover

must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a *risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.*

2.7 accept that the Owners shall not be responsible for any loss, theft 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 using 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 electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School 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 using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorized by them and 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.

2.9 shall ensure that at all times good order is kept on the School Premises.

2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.

2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.

2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall not be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.

2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.

2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.

2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.

2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.

2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libelous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.

2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.

2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorized heating appliances shall be brought onto the School Premises or used in them.

2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.

2.21 comply with all conditions attached to any music or dancing license and any theatre license for the School Premises. A copy of each such license may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.

2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the 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 Lottery legislation shall similarly be observed without infringement.

2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.

2.24 If the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.

2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.

2.26 ensure that any activities involving children comply with all relevant legislative,

local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining DBS disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.

2.27 ensure that payment is made by cheque to "CWAC" and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

2.28 Comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer

2.29 At all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction

2.30 The Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring

3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of miss-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

ARCHERS BROOK SCHOOL

FIRE PROCEDURES
HOLIDAYS AND AFTER HOURS USE

DURING SCHOOL/ESTABLISHMENT HOURS

WHAT TO DO IF YOU DETECT A FIRE

- If you detect a fire in the buildings you can sound the alarm by using the break glass system this will activate an alarm bell which has a continuous ringing sound. There are also heat and smoke detectors which will activate the alarm automatically.

EVACUATION PROCEDURES

- On hearing the alarm bell please leave the school by the nearest exit and make your way onto the playground area clearly marked with a blue fence around it.

PROCEDURES FOR STAFF WITH SPECIAL RESPONSIBILITIES

- The person hiring the school is responsible for making all there invited participants aware of these procedures.
- On safely leaving the building no one must go back in under any circumstances.
- The hirer should make contact with a member of the school staff on mobile no: 07786416172 and wait for the staff member to turn of the alarm.
- A member of school staff will be responsible for informing the fire brigade.

Please note by accepting the hire to all/part of the school premises the hirer accepts all responsibilities mentioned above.



Archers Brook School Hire Agreement

The Governing Body of Archers Brook School
Address: Chester Road
Great Sutton
Ellesmere Port
CH66 2NA
Tel: 0151 832 6600
Email: admin@archersbrook.cheshire.sch.org.uk

The Hirer:
Address:

Tel:
Areas of the school to be used:
Specific nature of use:

Maximum Attendance:
Details of any school equipment to be used:
Date: (s):
Period (s) of hire:
Fee (specify total cost)

The Governing Body agrees to hire the premises to the hirer on the date (s) and for the period mentioned above, upon payment of the fee specified.
The hirer accepts all the conditions of hire as set out in the attached school premises hiring agreement conditions document.
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:
(Hirer)

Signed:
(On behalf of the Governing Body of Archers Brook School)