



# LPA

Langney Primary Academy

## Lettings Policy

*At the forefront of education, our vision is to provide opportunity and excellence in all branches of learning. By creating a flagship school that is a 'Centre of Excellence' in all scores of disciplines, academic and beyond, each unique child's potential is explored and natural talents discovered. At Langney Primary Academy our vision is to uphold the balance between EXCELLENCE (standards) and the ENJOYMENT of learning. Our school environment places emphasis on physical, social and emotional health to ensure a healthy body and mind for our pupils, parents and staff.*

Approval Date	Policy Reviewer	Title	Chair of Governors
14.10.2024	Benjamin Bowles	Headteacher	Claire Judge

Frequency of Policy Review	Annual
Model Policy	ESCC
Added to Staff Drive	October 2024

## **INTRODUCTION**

Langney Primary Academy is committed to raising the achievement of pupils as well as forging and fostering a working partnership with the local community. As part of this commitment we are keen to make available our facilities to the community, outside of school hours, for the purposes of education and recreational pursuits.

This policy is intended to clarify the arrangements for accessing our school and to facilitate the development of community and recreational activities. The policy, which is approved by the Swale Academies Trust Finance Team, will be reviewed periodically to ensure that it is reflective of the school's ethos as well as the needs of the local community.

Ideally the school would like to encourage regular long-term lets. If you are interested in hiring the school facilities this procedure should provide you with all the necessary information you require. If however, you have any questions that are not covered by this protocol or would like to view the school facilities please contact Clair Haynes, Office Manager (Tel: 01323 762177) to make an appointment.

Please note that should the hirer delegate any of their responsibilities, the delegate must be nominated in writing.

## **GENERAL AIMS**

Langney Primary Academy seeks to promote and maximise the usage of the school's premises outside of the normal school day. Priority of use will be awarded to the following activities:

- Use by the school for school related activities (e.g. PTA Meetings, Governing Body or Fund Raising Events for the benefit of the school)
- Use by the LA for the development of the education/welfare of young people
- Council and General Elections
- Other uses\* as approved by Swale Academies Trust

*\*Other uses are those that are consistent with the aims of the school. Priority will be given to activities that benefit the children of the school and the school community.*

The Swale Academies Trust Finance Team will resolve any situations where there are conflicting demands for the use of the premises giving priority to school functions and Swale Academy Trust lettings.

No lets are to be made to:

- persons under the age of 18;
- persons from any organisation or group with an unlawful or extremist background.

Should lettings involve access to Langney's pupils:

- all personnel involved must be police checked;
- all adults working with Langney's pupils must be appropriately qualified and sports coaches must follow Swale Academy Trust guidelines and checks.

## **PROCEDURES**

- The Office Manager is authorised to negotiate letting arrangements on behalf of Langney Primary Academy. **However, all lettings must be agreed by the Headteacher.**
- Income from lettings of the school premises is to be credited to the School's main school account.
- The scale of charges for lettings will be reviewed periodically by the Headteacher and Swale Academy Trust Finance Team.
- Assigned members of staff will (usually claim overtime and) remain on site for the duration of each letting.
- In the event of strikes by either the Fire Brigade or Police Services all lettings will be cancelled/postponed.

## **FACILITIES**

The school has a detached Sports Hall and a School Hall in the main building which have the following facilities:

- The Sports Hall has kitchen and toilet facilities.
- The main hall is equipped with a sound system, lighting system, staging and toilet facilities.
- Wheelchair Access and facilities (i.e. disabled toilets).
- Controlled Security Access.

## **PAYMENTS**

Payment can be made in one of the following ways:

**BACS:** Details available on request.

Invoices will be produced in advance of all short-term lets and **payment must be made in advance of the date of the booking**. A non refundable 25% deposit upon agreement of lettings bookings is taken in advance and then removed from balance as per terms of payment of invoice.

For regular long-term bookings, invoices will be produced in arrears at the end of each month and will include dates that have been cancelled. Accounts that are not paid within 30 days of the date of the invoice will incur a charge of 5% per calendar month.

**No payment should be made direct to any member of staff.**

## **CONDITIONS OF LETTINGS**

The person signing the application will be deemed to be the hirer and must accept responsibility for ensuring compliance with these conditions. Lettings of the school premises by the community are encouraged and welcomed, subject to satisfactory checks and the following conditions:

### a. Indemnity & Insurance:

- The School and Swale Academies Trust agents reserve the right of access to the premises during any letting. The Headteacher will monitor activities from time to time.
- It will be the duty of the hirer to ensure that they have adequate third party insurance in place to satisfy East Sussex County Council requirements (**currently £10,000,000**), which should include insurance against their liability towards the public and their own employees.
- The School and Swale Academies Trust will not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Liability will lay with the hirer.  
The hirer shall indemnify and keep indemnified the school from and against:
  - any damage to the premises or school equipment;
  - any claim by any third party against the school; and
  - all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

### b. Letting Restrictions

- The use of the premises for school functions will take priority over all lettings.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- The school premises will not be let for functions where a Public Entertainment Licence is required.
- The hirer will not sublet the premises to another person.
- Langney Primary Academy is a Smoke Free Zone; therefore, there must be no smoking at all on the school premises.
- There must be no loud music that would cause a nuisance to people living in the local community to the school. Any loudspeakers must be moderated.

- The hirer is responsible for securing the necessary licence or permission for the live performance and playing recorded copyright material.
- No food or drink is to be brought on to the premises/cooked on the premises without the prior agreement of the Office Manager/Site Manager. **NO ALCOHOL SHALL BE SOLD OR CONSUMED ON THE PREMISES.**
- There will be no lets on public holidays (e.g. Bank Holidays, Christmas, Easter etc.) unless agreed in advance with the Office Manager. Extra charges may apply.
- Any children on the school site must be supervised by a responsible adult.
- Parking is at your own risk. Please be mindful that our site is in a residential and community area and all traffic and parking laws must be followed.
- No animals are permitted on the school site unless they are registered guide dogs or hearing assisted dogs.
- Bonfires must not be lit.
- No marking out of pitches may be done except by authorisation by the Headteacher/Site Manager.
- Footwear which is likely to cause damage to floors must not be worn i.e. spiked boots or shoes. French chalk or its equivalent must not be put down when the hall is used for dancing.
- All promotional literature/newsletters produced by the hirer in advance of a let must be sanctioned by the Headteacher prior to distribution.
- Members of the public must not be admitted to the premises after 10.00pm.
- Casual spectators, not connected with the letting, must not be admitted.

#### c. Health & Safety

- The hirer is responsible for providing supervision during the course of the letting and must satisfy the Headteacher that the arrangements being made are adequate.
- The hirer should ensure that they are familiar with the fire exits and fire alarm procedures. It is the hirer's responsibility to make their own arrangements for a qualified first aider to be in attendance. First Aid resources and equipment must be provided by the hirer. Use of the school's defibrillator is permitted.
- The hirer shall ascertain and comply with any special fire precautions and requirements contained in music, singing and dancing, Theatres or any other licences appropriate to the intended use of the premises.
- The hirer is responsible for ensuring that there is no overcrowding such as would endanger public safety and for keeping clear all gangways/passages and exits.
- Flammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.
- No electric fires, gas fires or other heating appliances may be brought into the buildings without the prior consent of the Headteacher.
- No temporary or permanent electrical installations are permitted nor is temporary wiring to be connected to circuits or fuse boards feeding the main lighting.
- All accidents or near misses should be recorded and reported to the member of school staff on site as soon as possible.

#### d. Electrical Equipment

- All additional stage lighting equipment that may be required should be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the Site Manager.
- All temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.

- All temporary installations which have been installed shall be disconnected from the permanent installation immediately after the occasion for which they have been used.
- Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Site Manager seven days prior to the proposed date of the required installation.
- Thorough checks should be made by the hirer at the end of the letting to ensure that no smouldering fires or cigarettes are left burning and that all doors and windows are properly secured. LPA is a strictly smoke free zone.
- All electrical equipment brought in by the hirer, must be PAT tested. Should a fire or damage occur as a result of equipment brought in by the hirer, the hirer will be fully responsible.

e. Equipment/Furniture

- Stage lighting, Audio and Visual Equipment: The school's equipment may be operated only by competent persons approved by the school. The hirer remains liable for any damage; loss or theft of school equipment they are using.
- Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures of the school fabric will be permitted. In the event of any such damage to the premises or property the school shall make it good and the hirer shall be liable to pay the cost of the repairs.

f. Operational

- The School and Swale Academies Trust agents reserve the right of access to the premises during any letting. The Headteacher will monitor activities periodically.
- The hirer is responsible for vacating the premises promptly at the end of the let and for supervising children until they are collected and for ensuring named adults collect them. In the event of an emergency the hirer should also have an emergency contact telephone details.
- The lettings rate as indicated in the attached table will be applied to all bona fide community groups.
- It will be the duty of the hirer to ensure that the school's facilities are left clean and tidy at the end of each let. Please report any damage or breakages to the premises staff at the end of the letting. The front car park can be used by the letting company through a school holiday and should be locked up accordingly at the end of each session.
- There will be additional charges for the following:
  - additional cleaning at the end of the let
  - breakage or damage
  - overrunning of the agreed lettings time
  - storage of equipment/materials/furniture
  - use of equipment (e.g. overhead projector)

g. School Administration

- Decisions whether to permit lettings will be made by the Headteacher following recommendations from the Office Manager.
- Where the school is used as a polling station the local authority will pay the Council agreed charge to the school.
- The school will be responsible for ensuring that the building meets the appropriate health and safety requirements, which will include adequate heating and the provision of chairs as required.
- The building will be opened and closed at the agreed booking times. Should you experience any difficulties during the time of the let a member of school staff will be on site to assist.
- The school reserves the right to withdraw the use of any facility at any time if, in its opinion, it is unfit for use. Any hiring fee will be refunded and the school will not accept liability for any other expenditure incurred or loss sustained by the hirer.

- Bodies, organisations or individuals booking the school's premises may not grant broadcasting (sound or television) or film rights without the prior, written consent of the Headteacher.

## H. Safeguarding

What to do if a child makes a disclosure of abuse or harm

If a child in your setting discloses to you that they have been abused or that they feel at risk of harm, you should follow your safeguarding policies and procedures immediately. These should include clear instructions on the local referral route into children's social care (as described at subheading Local authority children's social care and multi-agency safeguarding arrangements). If a child is at risk of immediate harm, you should call the police on 999.

### [Keeping Children Safe in Out-of School Settings](#)

The school will seek assurance that the provider has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed). The school will also ensure that there are arrangements in place for the provider to liaise with the school 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. Failure to comply with this would lead to termination of the agreement.

### [1. Keeping children safe during clubs, tuition and activities summary leaflet for providers running out-of-school settings \(Department of Education, 2023.\)](#)

### [2. After-school clubs, community activities, and tuition safeguarding guidance for providers \(Department of Education, 2023.\)](#) **Pages 11 & 12 provide a helpful checklist of safeguarding arrangements providers should have in place.**

## LICENCES

- **The school premises will not be let for functions where a Public Entertainment Licence is required.** Licences are generally required for:

Performing plays

'Public dancing, music or other public entertainment of a like kind' under the Local Government (miscellaneous Provisions) Act 1982

Games of bingo and other games of chance

If in doubt, the hirers must ascertain from the school whether or not a licence is required.

- The school's premises are not licensed under the Cinematography Act and no inflammable films or materials of an inflammable nature shall be used.
- Hirers of educational establishments are required to furnish details to the Performing Rights Society of 'all musical works, whether published or in a manuscript, performed at the premises vocally, instrumentally or mechanically, at entertainments for which a charge is made'.

- Where commercial sound recordings are to be used publicly, a licence to use such recordings should be obtained from Phonographic Performances Limited. Application forms may be obtained from them on request.

## **HOW TO BOOK**

- Ensure that you have carefully read the lettings policy and procedures and understood all the conditions that apply.
- Contact the Office Manager to check available dates and times.
- Complete the enclosed booking form and return it to the Office Manager.
- On receipt of the completed booking form the Office Manager will seek the authorisation of the Headteacher for the booking to go ahead.
- If the booking is confirmed by the Headteacher you will receive confirmation of your booking within 5 school days. If you do not receive confirmation, please contact the Office Manager. The Office Manager will then arrange for the Swale Academy Trust Finance Team to immediately raise an invoice for the let. All payments received will be recorded. **Payments outstanding of more than 15 days will incur a surcharge of 5% for each calendar month the account remains unsettled.**
- If the booking is not approved, you will receive written notification or if the date of the event is imminent a phone call will be made and followed up in writing.
- The Headteacher may authorise the payment of a damage retention charge (reclamation fee) for certain events. This refundable charge is to be paid in addition to and at the same time as the hire charge.
- Pre Let Site Survey: By arrangement with the Site Manager, the hirer should visit the school before the hiring to view the facilities and to discuss the let. This will include access, fire regulations, security and use of equipment (as appropriate) relating to the site.

## **COMPLAINTS PROCEDURE**

### **By the Hirer**

- At the end of each let the assigned staff member will record any issues (i.e. breakages, damage, cleanliness, ending time etc.) on a record sheet, which must be agreed and signed by the hirer on the day of the let.
- Any complaints by the hirer should be brought to the attention of the assigned staff member on the day in question. This must be confirmed in writing to the Office Manager, which must detail the problems/complaint.
- The Office Manager must investigate all complaints and send a written reply within 7 working days following receipt of a written complaint.

### **By the School**

- Any issues identified by the assigned staff member must be put in writing to the Office Manager for investigation within 24 hours of any incident.
- Upon receipt of a complaint the Office Manager must notify the hirer and Headteacher in writing of the complaint within 48 hours. The Office Manager should then conduct an investigation and send a full written reply within 5 school working days. This may include a request for an additional payment.

## **CHARGES**

<b>CHARGES</b>		
<b>LOCATION</b>	<b>WEEKDAYS</b>	<b>WEEKEND</b>
<b>Sports Hall plus Playground / Field</b>	£40 per hour £200 per day (up to 8 hours)	£45 per hour £250 per day (up to 8 hours)
<b>Main Hall</b>	£40 per hour £200 daily (up to 8 hours)	£45 per hour £250 daily (9am-5pm)
<b>Classroom / Playground / Field</b>	£40 per hour £200 daily (up to 8 hours)	£45 per hour £250 daily (9am-5pm)
<b>Nursery</b>	£125 per half day (holidays only)	£125 for half day £200 for full-day

The letting rates take into account the costs to the school of an assigned school staff member on site, opening and closing of the facilities, energy, wear and tear and administration.

Due to insurance reasons the hirer will not be allowed to have their own set of keys to open / close the school, including long-term lettings.

\*There will be an additional charge of £5 for use of school equipment e.g. overhead projector, stage lighting, audio and visual equipment etc.

## **CANCELLATIONS**

**All** cancellations by the hirer must meet the following conditions:

- 24 hours' notice for a single event and a weeks' notice for regular bookings.
- If less than one-week notice is provided for a regular booking, full payment will be charged for the cancelled booking. In the event of a breach of contract, termination can be made immediate.

Should the school become unavailable for any reason, where possible, the school will provide notice to the hirer as soon as possible.



# LANGNEY LETTINGS BOOKING FORM

**N.B.** Please complete this form clearly in black ink only after you have first checked availability.

**Contact Name & Email:**

**Contact Telephone Number:**

**Organisation:**

**Address:**

**If this is a one-off letting:** n/a

Date of Letting:

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Approx. number of people attending event: \_\_\_\_\_

<b>Agreed Rate</b>	£
<b>Additional Costs (e.g. opening and closing school)</b>	£
<b>Total Letting Charge</b>	£

Additional Arrangements Agreed:

**If this is a regular, long-term letting:**

Days of Week Required:

Tick	Day of Week	Start Time	Finish Time	Date Starting From	Approximate Number of People Attending
	<b>Mondays</b>				
	<b>Tuesdays</b>				
	<b>Wednesdays</b>				
	<b>Thursdays</b>				
	<b>Fridays</b>				
	<b>Saturdays</b>				
	<b>Sundays</b>				

<b>Duration of Long-Term Letting:</b>	
<b>Agreed Rate</b>	
<b>Additional Costs (e.g. Equipment Use etc)</b>	
<b>Total Letting Charge</b>	

<b>Additional Arrangements Agreed:</b>
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**Letting Requirements** (tick as appropriate):

- |  |  |
|--|--|
| <input type="checkbox"/> Sports Hall     | <input type="checkbox"/> Outdoor Playground/Area     |
| <input type="checkbox"/> Main Hall       |  |
| <input type="checkbox"/> Computing Suite | <input type="checkbox"/> Other: Please specify _____ |

Additional Facilities

- |   |  |
|---|--|
| <input type="checkbox"/> Computer               | <input type="checkbox"/> Sound System                              |
| <input type="checkbox"/> Interactive Whiteboard | <input type="checkbox"/> Storage (please detail type and quantity) |
| <input type="checkbox"/> Tables                 | <input type="checkbox"/> Chairs                                    |

Additional Information:
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I have read the lettings policy and procedure and accept the terms and conditions of this letting agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to:

Ms. Clair Haynes  
Office Manager  
Langney Primary Academy  
Chailey Close  
Eastbourne, BN23 7EA

Tel: 01323 762177  
Fax: 01323 760189

**For School Administrative Purposes Only**

Signed by Headteacher: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by Caretaker: \_\_\_\_\_ Date: \_\_\_\_\_

Date Copy of Lettings Agreement Sent to Swale Academies Trust for invoicing purposes \_\_\_\_\_

Active Body, Healthy Mind

# LETTINGS INDEMNITY FORM

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**THIS AGREEMENT FOR INDEMNITY** is made on \_\_\_\_\_ (date) between  
\_\_\_\_\_  
\_\_\_\_\_ (hirer) and Langney Primary Academy (School)

## WHEREAS

- (a) At the request of the hirer the School has agreed to hire to the hirer part of the School premises for an activity organised or conducted by the hirer or the hirers representatives.
- (b) The hirer has agreed to indemnify the school as hereinafter appearing.

## NOW IT IS HEREBY AGREED

 by the Hirer

That s/he and his/her representatives will keep the school fully and effectually indemnified from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the hirer, and howsoever such claims arise.

That if and insofar as claims are made against the School the hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the School before obtaining access to the premises.

That the hirer is responsible for all damage to buildings and or any property thereon or attached thereto occurring during the period of the hiring or while persons are entering or leaving such property, however and by whoever caused.

That at the expiration of hiring, the hirer shall leave the building in a clean and orderly state. All the property of the hirer and the hirers agents must be removed at the end of the hiring unless special arrangements are made. The School can accept no responsibility for any property left by the hirers or their representatives on the premises.

SIGNED by: \_\_\_\_\_ on behalf

of (insert name of organisation) \_\_\_\_\_.

SIGNED \_\_\_\_\_ Date \_\_\_\_\_

SIGNED \_\_\_\_\_ Date \_\_\_\_\_  
Office Manager at Langney Primary Academy