



Lettings Policy

2024-2027

Statutory Policy			Website	
No			Yes	
Date Written:	Written by:	Ratified by:	Ratified on:	Review:
January 2024	Adrienne Hatfield & Kirklees	Full Governors		
Date of Review:	Reviewed by:	Ratified by:	Ratified on:	Next Review:



1. Aims

The aim of this policy is to clearly outline the conditions of letting as required by the Council under the powers granted by Section 40 and Schedule 13 of the School Standards and Framework Act 1998. They are without prejudice to the Council's right to require further conditions in specific instances.

2. Requirements For Schools and Hirers

- Premises will not normally be let during the last two weeks of the main school holiday period and at other times when cleaning/refurbishing is taking place.
- Use will not normally be granted for more than one school year at a time. Your attention is drawn to the Council's Schemes of Affiliation for Societies, Clubs, Associations and Youth Groups to the Council's Adult Education and Youth Services, details of which are available from the Council.
- Application forms for the hire of school premises are available from the school.
- Where the event for which the premises are hired requires an Entertainment of Stage Play Licence and where no such licence is in force, contact Licensing, Public Protection Services. Tel. (01484) 456868.
- The governors reserve the right to refuse to hire the school premises to any person or organisation for any reason whatsoever.

3. General Conditions of Hire

- In these conditions;
 - "The Council" means Kirklees Council.
 - "The governors" means the governing body of the school.
 - "The premises" means the premises of the school specified in the application form.
 - "The school" means the school specified in the application form.
- In consideration of the acceptance by the Hirer of the conditions hereinafter contained and the payment of the specified fee, if any, which may be demanded in advance of letting, the governors hereby permit the Hirer to use the premises at the times specified in the Lettings Agreement.
- The Lettings Agreement is a contractual license of which these general conditions of hire are a part and shall be construed accordingly.
- The Hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the premises or to the fixtures, fittings, furnishings or articles thereon belonging to the Council, the governors or its licensees during occupation and shall make good any damage (including accidental damage).
- The Hirer shall keep the Council, the governors, all persons lawfully within the premises, and all other persons who may be affected by the activities of the Hirer indemnified against all claims for damages arising from personal injuries (whether fatal or otherwise) loss of or damage to property and any other loss,

damage, costs and expenses which may be suffered by the Council, the governors or other such persons as aforesaid and which arise either directly or indirectly as a consequence of the presence within the premises of the Hirer and his servants or agents provided that this indemnity shall not apply to any injury, loss or damage arising either directly or indirectly from the negligence of or breach of contract by the Council, the governors, their servants or agents.

- The Hirer is most strongly advised to take out an insurance policy to cover the liabilities specified in Clauses above. It is recommended that third party insurance be for a sum of not less than £5,000,000.
- Neither the Council nor the governors shall be liable to the Hirer for any loss, damage or personal injuries (whether fatal or otherwise) or any other costs or expenses which arise in consequence of the letting of the premises save where such injury, loss or damage is caused by the negligence of or breach of contract by the Council, the governors, their servants or agents.
- In the event of the premises being unavailable on the day of hire due to flood, fire strike, lock-out, act of God or any similar cause, the agreement shall be treated as frustrated. The Hirer shall be entitled to recover any monies paid in advance but shall not be entitled to recover any damages whatsoever.
- In the event of premises being required by the Council or the governors for any public purpose on any day on which it had previously been agreed that the premises were to be let, the Hirer shall be required, subject to the governors giving reasonable notice, to give them up on that day and may substitute for such engagement another day when the premises shall be available and no compensation of any kind save the repayment of any sum paid in advance shall be payable by the governors.
- The provision in the above requiring reasonable notice shall not apply if the premises are required immediately by the Council due to unforeseen circumstances such as a local or national emergency.
- The premises must be suitable for the use intended and the use must not interfere nor conflict with arrangements made by the Council or governors for other activities.
- The Hirer shall ensure that the group using the premises is under the control of a fit and proper person and shall ensure that there will be no interference with educational or training activities taking place on the premises.
- The Hirer shall not permit smoking or vaping on the premises.
- The Hirer shall not, without permission, perform or permit any of the following during the period of hire:
 - the causing of any damage or alteration to the internal walls, structure or interior decorations of the premises;
 - the display of any advertisement either on the interior or on the exterior of the premises except on notice boards provided expressly for that purpose;

- any damage to be caused to the floors of the premises by permitting the wearing of unsuitable footwear;
 - the use, removal, damage or interference with any fixtures, fittings, furnishings or apparatus located on the premises except those objects which are required for the purpose for which the premises have been hired and which shall be specified to the Governors at the time of the booking;
 - the installation or use of any additional light or sound equipment which interferes with the electrical or sound reproduction equipment on the premises;
 - the taking onto the premises of any object or performance of any action which, in the opinion of the governors, Chief Fire Officer of the West Yorkshire Fire Service, or the Council, represents a fire risk.
 - Duplicate or lend out any keys, fobs or means of entrance to the site without explicit permission from the governors or Council.
- In the event of any breach of above, the Council or the governors shall take such steps as it deems necessary to remedy the breach and the Hirer shall be responsible for any costs incurred in so doing.
 - The Hirer shall be responsible for the taking out of the following when they are required:
 - Entertainment License for public dancing and entertainments.
 - Indoor Sports Entertainment License for sporting events to which the public are to be admitted.
 - Occasional Stage Play License.
 - License for a Car Boot Sale or other market.
 - The Hirer shall, when dances, stage plays or other public events are held, provide adequate stewarding to cover entrances and exits and to maintain order in the parts of the premises hired including toilets, cloakrooms and corridors. A minimum of four adult stewards shall be on duty during the whole period of the letting during such an event.
 - The Hirer shall be acquainted with the following:
 - the conditions of any license granted for the purpose of the hiring;
 - the fire evacuation procedures, fire escape routes, fire assembly points, fire alarms and firefighting equipment.
 - When the premises are used for the purpose of a public entertainment, the Hirer shall be responsible for the security of the premises whilst emergency exits remain unlocked.
 - The Hirer shall ensure that the number of persons on the premises at any one time does not exceed either (i) the number prescribed in the Entertainment License, or (ii) where no such License is in force the number prescribed by the governors. The Hirer shall not, in any circumstances, issue tickets for more than the prescribed number of persons.

- The Hirer hereby undertakes as follows:
 - not to use the premises or any part thereof for the performance in public of any dramatic or musical works or for the delivery of any lecture in which copyright subsists without the consent of the owner of the copyright;
 - to indemnify the Council and the governors against all payments which the Council or the governors may have to make by reason of any infringement of copyright during the period of hire;
 - to give a written assurance to the governors that the appropriate steps have been taken in connection with the above.

- The following conditions shall apply when the premises include Gymnasia or Sports Halls:
 - the Hirer shall not permit the wearing of outdoor shoes or black soled sports shoes on the playing surface;
 - spectators are not permitted without permission;
 - the unrestricted kicking of footballs is prohibited;
 - fixed and portable apparatus may only be used by groups under supervision approved by the governors. Small apparatus/equipment stored in Sports Hall and Gymnasia must not be used without permission.