

Carr Manor Community School

Lettings Policy

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INTRODUCTION

The Governing Body of Carr Manor Community School is keen to see that the premises are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all. This document outlines the policy of the school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the premises are hired.

The use of our premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2). With delegated responsibility given to the Principal.

Our lettings policy operates within the framework of the Leeds City council's Equal Opportunities Policy. The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our letting procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the school premises will not be let to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that education establishments ensure that their venue/s and resources do not provide a platform for extremists and are not used to disseminate extremist views. Therefore, the hirer is not to use the venue or share resources to espouse violent and/or non-violent extremist views. Carr Manor abide by the schools fundamental British Values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs and expect those who frequent our venue/s to abide by the same values.

In deciding whether or not to let our premises the school will also have regard to the likelihood of any damage being caused to the premises and any nuisance that may arise, as a result of accepting the booking.

In any event, the school reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in the Conditions of Let document, which will be sent out with all application forms. The final decision on compliance lies with the Principal.

TERMS AND CONDITIONS OF BOOKING

1. Application forms are available in Carr Manor Community School Primary Phase reception and the Carr Manor Community Hub. Please allow 10 working days' notice prior to the proposed event for processing your application. It must not be assumed that an application has been granted until confirmation is received from the Booking Administrator.
2. Use of all school premises will be granted at the discretion of Carr Manor Community School, provided that the use does not interfere with the schools' requirements for educational purposes and that the stated objectives of the user are acceptable to the school.
3. Normal opening hours of school premises for letting purposes are 4.00pm – 8.00pm weekdays. Weekend opening hours will be considered for each letting.
4. Use of kitchen/catering facilities – The use of the kitchen facilities and services may incur additional charges and may in certain circumstances only be permitted in the presence of school staff. Breach of this condition may result in withdrawal of the booking.
5. Cancellation – at least 7 days' prior notice must be given. Bookings cancelled after the notice period may incur charges to cover administration costs. Exception will be made for outdoor facilities when cancellation is due to adverse weather conditions.
6. Areas of use – Activities must be confined to the times and areas of the school which have been approved and all areas used should be left as found.
7. Reporting of accidents/incidents – The user is responsible for any damage to the school's property as a direct result of the event taking place and for the conduct of the members of the organisation/group during the period of use. Repairs required as a result of damage by members will be charged to the user. The school will accept no liability for accidents on the premises. Damage to property and injury to persons during the time of use should be notified immediately to school staff as soon as possible.
8. Public liability – The school will accept no liability for injury, loss, or damage suffered on the premises except in so far as the aforementioned was caused by the school's negligence. It should be noted that the school's Public Liability Insurance Policy does not extend to cover liability of those who hire the premises. It is recommended that the user secures Public Liability Insurance.
9. Personal property – The school will not be liable for any damage, injury or loss of property brought to or left in the school or school car parks by persons using the premises.

10. Uncontrolled hazards – The school will be responsible for informing the user of any uncontrolled hazards which may pose a risk to the members of any group using the school premises, and which may not be readily identifiable by the user (e.g. damaged flooring, blocked access routes or other hazards which may be of a temporary nature due to construction works etc).
11. “The Protection of Children Act 1999” came into force in October 2000 and introduced the Protections of Children Act (PoCA) List in which the Secretary of State has a duty to record the names of individuals who are considered unsuitable to work with children. All regulated child care organisations (as defined in the Act) have a statutory duty to refer the names of those individuals who fulfil certain criteria making them unsuitable to work with children for possible inclusion in the PoCA List. Those with responsibility must ensure that the provisions of safeguarding children and vulnerable adults are followed, consideration is given to protecting the interests of the council in relation to fraud and corruption and that they adhere to the principles of the Rehabilitation of Offenders Act 1974. This should include obtaining written details of their policy in relation to DBS checking and where appropriate ensuring that the correct level of disclosure has been obtained. Reference to this responsibility must be written in to any contract undertaken.
12. Health and safety – The user shall appoint a competent and responsible person who shall be present and in charge during the period of use, and an adequate number of competent persons for supervisory duties, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the school. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use. The person in charge will be responsible for completing and signing any attendance log.
13. Evacuation – The person in charge of the group must acquaint themselves, and everyone in their care, with the Fire Procedures and Fire Exits. If the alarm sounds, the group leader will assist the class from the room and they will muster at the front of school/Community Hub (this may be reassessed depending on incident). They will then take a register of the class and report the result to the member of staff who is working on the front desk of school premises. They will not re-enter the building until they have been given permission. It is the responsibility of the organiser to arrange first aid facilities/personnel throughout the duration of the event.
14. Electrical equipment – Portable electrical equipment may only be used in the school premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period.

15. Use of school equipment – The use of school equipment (e.g. gym equipment, PC equipment, OHP, Screens, Flip charts etc.) is NOT included with the accommodation booked. Separate permission for the use of such equipment must be obtained prior to hire.
16. Footwear and clothing – All users should ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking soles and, for outdoor activities, appropriate outdoor studded boots and track shoes are mandatory. Cultural differences and the specific needs of disabled people will be respected.
17. Smoking Policy – Smoking is not allowed in any part of the school grounds during the period of a let, including e-cigarettes and vaping. No staff, visitors or clients will be allowed to smoke within any Education and Children’s Services premises. Failure to comply with the law is a criminal offence. Individuals may be fined a fixed penalty of £50 for smoking in no smoking premises. The user or person in control of any group using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no smoking premises.
18. Licenses – The user shall be responsible for securing any permits required for the performances of copyright work. The school will not be liable for any damages and expenses claimed by any person or company as a consequence of the performance of copyright work for which the user did not obtain a license from the Performing Rights Society or any other appropriate licensing body.
19. Photography – The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the person responsible for the let has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.
20. Alcoholic beverages – Subject to the conditions imposed by the school, alcohol may, on certain occasions, be served, NOT SOLD, in school premises. The applicant should contact the school to discuss this, prior to making any arrangements.
21. The school shall provide normal heating, lighting and ventilation. Any incidental expenses incurred shall be met by the user. *An additional charge will be levied if the facilities are not left clean and in good order.*
22. The school reserves the right to ask applicants for copies of audited accounts to verify that the correct charge for accommodation is being applied.
23. The school reserves the right to cancel any approved application in exceptional circumstances. The maximum advance notice practicable will be given.
24. Failure to observe these conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited.

25. Respect for the school's values is imperative at all times, and the agreement will be terminated if conduct deviates from the established school ethos.
26. The rental fee must be agreed upon, prior to the event taking place.
27. An agreed number of places for vulnerable pupils at Carr Manor Community School should be available at no cost or heavily discounted.
28. The user is permitted to offer additional days to term-time only staff members if they are wanting seasonal work.

SCALE OF CHARGES

Primary Phase Main Hall/The Zone/ C1&C2/Peace Cafe	Charged at £30 per hour
Classrooms/Studio/C1/C2	Charged at £20 per hour
other Hub Rooms	Charged at £10 per hour
Outside / Netball Court	Charged at £30 per hour

**The prices above are exclusive of VAT.*

*** In the event that the building is especially opened for a specific booking, an additional 30 minutes will be added to the duration of the book, to allow for opening/locking the site.*

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form which can be collected from the Primary Phase reception desk or online for Community Hub bookings.
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's letting policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be contacted provisionally confirming the let.

CANCELLATIONS

1. The school reserves the right to cancel bookings with a minimum of 2 weeks' notice to facilitate school activities.
2. The school must be notified of any cancellation at least 2 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
3. Where notification is given to the school at last 2 weeks prior to the date of the let, your custom will be welcomed again at any time in the future.

COMPLAINTS PROCEDURES

1. What if the School has a complaint about our group/organisation?

If the School has concerns about a let the following procedures will be followed:

1. A representative of the school will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

2. What if I, as the Hirer, have a complaint about my let or the booking agreement?

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to the named representative of the school and discuss the problem. Allow 10 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Principal in writing and allow 10 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the governing body. (If the concern needs urgent attention, a special meeting of this group will be convened.)

4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will have a written response from the Chair of Governors detailing the outcome.

3. What if a third party complains?

1. If the school receives a complaint from a third party, the Principal will be notified of the complaint.
2. The matter will be investigated by the appropriate member of the school's Senior Leadership Team and a representative from the school will send a written response to the complainant within 10 working days.
3. If the matter is not resolved, a representative of the Governing Body will be informed and a written response will be sent to the complainant within 10 working days.
4. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURES

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

Hiring Group/Organisation Name

I hereby sign that I understand the terms and conditions highlighted by Carr Manor Community School in their lettings policy.

Name: _____

Signed: _____

Date: _____

School Facilities Hire – Booking Form

Name of group/organisation:		Contact name:	
Contact email address:		Contact mobile number:	
Alternative contact name/number:		Invoice Address:	
Type of activity/event:		Facilities/Room(s) Required:	
Date(s):		Time(s) – Start & end time <i>(include setup/breakdown if applicable)</i> :	
Number of people using facilities:		Additional people on site (Spectators etc):	
How would the activity/event be promoted? <i>*Please provide a copy of flyer/web address.</i>		Is the event open to the public or invitation only?	
Equipment required:		Quoted charge:	
Is your organisation a charity?		If yes, what is the charity number?	
I confirm that our group/organisation implements a policy that promotes equality and diversity			<input type="checkbox"/>
I confirm that all our staff have undergone the necessary employment checks, including right to work in the UK & DBS checks, and completed safeguarding training (if applicable)			<input type="checkbox"/>

** Cancellation(s) must be confirmed in writing once Booking Form has been signed to avoid charges.*

I hereby apply for the use of the facilities detailed above in accordance with the conditions of hire, a copy of which has been supplied to me. I undertake to ensure charges are paid in accordance with these terms and conditions or paid on receipt of invoice.

Signature of Hirer: _____ Date: _____

Please sign and return one copy of the Booking Form and Terms & Conditions of Hire to: Carr Manor Community School, Carr Manor Road, LS7 2PS or info@carrmanor.org.uk . You will receive confirmation as to whether your booking request has been successful. Until you receive confirmation from the School, your booking must only be considered provisional. Bookings will always be subject to meeting the conditions laid out in the Terms & Conditions of Hire.