



## LETTINGS POLICY

<b>Policy Title</b>	Lettings Policy and Contract
<b>Statutory</b>	Yes
<b>Policy Version</b>	4
<b>Policy Author</b>	Mrs A Majcher
<b>Approved By</b>	FGB
<b>Date Ratified</b>	October 2020
<b>Review Period</b>	1 year
<b>Next Review Period</b>	Autumn 2021
<b>Distributed To</b>	All staff, Governors and Hirers
<b>To be published on website</b>	Yes
<b>Changes to this policy</b>	Changes to Title - Updates for COVID-19 Pandemic Update in terminology from BCC/ WDC to Buckinghamshire Council
This policy has been impact assessed against race, gender and disability and no adverse impact has been identified.	

The Governing Board is committed to making every reasonable effort to ensure the school building and grounds (premises) are available for community use.

This will be strictly limited during the COVID-19 pandemic and consideration of the safety of pupils, staff, hiring organisation (its staff, members and customers) and community will be paramount.

### **Definition of a Hiring**

A hiring may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### **Charges for a Hiring**

The Governing Board is responsible for setting the charges for the hiring of the school premises. Lettings charges will be subject to a minimum increase based on the cost of living on an annual basis. The Governing Board reserves the right to amend the hiring charges during the COVID pandemic to accommodate specific needs and costs (eg additional cleaning) identified for each hire

### **APPLYING TO USE THE SCHOOL**

Application to use the school premises should be made to the headteacher and the application form should be filled in at least 21 days before the event. The headteacher is responsible for the management of lettings, in accordance with the school's policy, but the headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility. The headteacher will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

If the headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chair of the Resources Committee and/or Chair of Governors who have the authority to determine the issue on behalf of the Governing Board. The Governing Board 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 confirmed in writing.

The headteacher will report to the Governing Board on the health and safety arrangements, risk assessment and mitigation strategy agreed in Annexe 1 as part of the condition of hire of the school premises on a regular basis as set out in Annexe 1 during the restrictions in place during the COVID 19 pandemic.

### **HIRE AGREEMENT**

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement (See Appendices 1 and 2). The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address. We reserve the right to charge a security deposit.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Board. The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting. All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

All lettings are responsible for ensuring their equipment is PAT tested and school should be shown evidence of this.

### **Termination of Hire Agreement**

The headteacher, or the Chair of the Governing Board, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement. During the period of restrictions arising from the COVID 19 pandemic this may result in closure of the school and discontinuation of the hire agreement at short notice. The school will take decisions regarding any closure based on their view of the risk of infection, information available and advice as set out by DfE, Buckinghamshire Council and Public Health. Further details are set out in Appendix 2 and Annexe 1.

### **COMPLAINTS**

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer's own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.

## **CARRINGTON JUNIOR SCHOOL**

### **APPENDIX 1**

### **TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES**

These terms and conditions must be complied with.

The “hirer” shall be the named individual or company on the hire agreement and a named person will be personally responsible for ensuring payment of all fees or other sums due in respect of the letting.

#### **1.1 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.

#### **1.2 DBS (Disclosure and Barring Service) CHECKS**

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the headteacher, to ensure that they have complied with the DBS Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise. The hirer will be required to provide evidence that DBS checks have been carried out on request.

#### **1.3 INDEMINITY AND INSURANCE**

Lettings are made on the agreement that Buckinghamshire Council and the Governing Board are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Council or the Governing Board.

The hirer shall insure with a reputable insurance provider approved by Buckinghamshire Council, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by Buckinghamshire Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce policy of insurance and certificate for the current premium or premiums upon request by the headteacher, Governing Board within seven days of a request, and not less than seven days prior to hiring the school's premises.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises. If the hirer fails to affect any insurance for any of its

equipment held or left on site and that equipment suffers any form of loss or damage then the school shall in no way be held liable for any such losses, however arising.

#### **1.4 STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

#### **1.5 LICENSES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice.

The headteacher must be given at least four weeks' notice of a stage play production. The hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact Buckinghamshire Council Licensing - Wycombe – Tel: 01494 421222 or email: [licensing.wyc@buckinghamshire.gov.uk](mailto:licensing.wyc@buckinghamshire.gov.uk).

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### **1.6 PUBLIC SAFETY**

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy and all relevant provisions contained in the most recent COVID 19 DfE, Buckinghamshire Council and Public Health guidance documents and Carrington Junior School and hirers risk assessment and mitigation documents shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;

- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) performances involving danger to the public shall not be permitted;
- g) highly flammable substances shall not be brought into, or used, in any part of the premises. Cleaning materials (including flammable substances) required during the COVID 19 pandemic must be stored safely and COSHH requirements observed and training up to date. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the governing board;
- h) Use of open flames/candles is prohibited on the premises:
- i) no unauthorised heating appliances shall be used on the premises;
- j) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Board and Buckinghamshire Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- k) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts, Ofsted, etc.
- l) implementation and monitoring of relevant requirements of the most up to date Carrington Junior School risk assessment and mitigation plan and the risk assessment specific for each particular hire as set out in Annexe 1, especially;
  - social distancing (maintaining separation of staff, parents and children in bubbles as much as possible)
  - hygiene (handwashing and cleaning protocols as agreed with the headteacher)
  - behaviour and conduct - updated School COVID Behaviour policy expectations as set out in the latest version Home School Agreement to cover both parents/carers and children (this covers behaviour drop off and pick up, actions to take if someone falls ill with suspected COVID etc).

### **1.7 The Hirer's Responsibilities**

The hirer must inform the school of any fault, damage or other problems, including any specific issues arising because of COVID 19 and/or with the premises or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested. The areas of the building available to hirers will be specified during COVID 19 emergency and hirers must not go into areas of the building which are not specified, unless an emergency or evacuation requires this.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

Any child accompanying a parent, in the event of a childcare emergency, must be supervised by and remain with, their parent at all times. The cost as a result of any loss or damage caused by the child will be the hirer's responsibility. NB Parents will not be entering the school building during COVID -19 emergency.

#### 1.7.1 Own Risk

It is the hirer's responsibility to ensure that all those attending , or if under 18 that their parents or guardians are made aware of the fact that they do so in all respects at their own risk.

#### 1.7.2 First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available. The hirer must follow the school procedures agreed by the Governing Board if there is a suspected case of COVID 19 . Arrangements will be made either for the hirer to have their own PPE stored on site or they will be given access to the PPE stored in school for this eventuality.

#### 1.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. 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.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Cleaning of all areas and equipment used by the hirer must be carried out by the hirer to comply with school COVID-19 requirements in accordance with the schedule agreed with the headteacher and attached and agreed as part of the risk assessment and mitigation document attached in annexe 1. The hirer must agree to provide evidence to the headteacher on a regular basis that the cleaning schedule is taking place and is effective.

#### 1.7.4 Food and Drink

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the headteacher in line with current food hygiene regulations. During COVID 19 emergency specific arrangements for food eating serving, hygiene and clearing must be agreed as part of the risk assessment and mitigation document attached in Annexe 1.

#### 1.7.5 Kitchen/Food preparation, Facilities and Equipment

Third parties shall normally only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs. These facilities are not normally available to hirers during the COVID 19 emergency unless a specific arrangement has been agreed as part of Annexe 1.

A 'Slip Kitchen' - where only a kettle and washing up facilities are available, can be used by a hirer without supervision. This facility is not normally available to hirers during the COVID 19 emergency.

#### 1.7.6 Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/Governing Board, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

#### 1.7.7 Smoking

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

#### 1.7.8 Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

#### 1.7.9 Nuisance/Disturbance

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. This includes the use of special bins for tissues, disposable masks etc to comply with COVID-19 hygiene requirements as set out in attached schedule.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

#### 1.7.8 Rules

The hirer shall comply with any rules and regulations which the Governing Board shall make from time to time.

#### 1.7.9 Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. 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 people appropriately of any changes in dates or venues at least a week in advance or as soon as possible.

Exceptionally, during the COVID 19 pandemic this hiring agreement may be suspended or cancelled at short or no notice by either party if they decide that it is unsafe to continue. Fees for the hire will be cancelled from the date that the hire is suspended or discontinued.

The school's Governing Board and the hirer will be guided by advice from the Government, Local Authority and Public Health in coming to such a decision as it sees fit to discontinue or suspend this agreement

should they believe this to be necessary for the health and safety of the children to do so; for example, if there is a case of COVID in school or a rise in cases in the locality.

The Governing Board and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Board of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply, COVID 19). The decision of the Governing Board, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

#### 1.7.10 Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### 1.7.11 Storage Ancillary to the Hiring

The permission of the Governing Board/headteacher must be obtained before goods or equipment are left or stored on the premises, except that the headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

During the COVID 19 emergency, permission must be sought to bring in and /or store any equipment on school premises and appropriate hygiene , cleaning and storage arrangements agreed. See arrangements for cleaning materials and COSHH requirements - 1.6 g above.

#### 1.7.12 Loss of Property

The Governing Board and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

#### 1.7.13 Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

#### 1.7.14 Toilet Facilities

Access to the designated school's toilet facilities is included as part of the hire arrangements. Particular access and cleaning arrangements will be agreed as part of Annexe 1 during the COVID-19 emergency.

#### 1.7.15 Right of Access

The Governing Board reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The headteacher or members of the Governing Board from the Resources Committee may monitor activities from time to time.)

#### 1.7.16 Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. During the COVID -19 pandemic the arrangements for drop off, collection and cleaning as specified in Annexe 1 must be observed.

### 1.7.17 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.

## 2. Emergency Procedures in School

### EMERGENCY PROCEDURES IN SCHOOL FIRE, BOMB, EXPLOSION, ETC

#### ON HEARING THE FIRE ALARM OR DISCOVERING A FIRE

##### If you are in charge of children:

- Ensure the safety of the children at all times
- Children are to leave the building by the nearest exit and assemble on the playground
- If no sound from fire bell, either break glass or shout fire
- Report to the person in charge of the assembly point on the playground
- Take a register on the playground

##### Remember:

- Use the nearest available safe exit
- Do not stop to collect personal belongings
- Take the register if in your possession
- Do not re-enter the building
- Close all doors on leaving the building

##### If you discover a fire (no children in your care):

- Immediately operate the nearest fire alarm call point
- Call the Fire and Rescue Service.
- If it is safe, attack the fire with the appropriate appliance. Do not take personal risks.
- Check Village Library.
- Check Willow Tree Nursery.

**APPENDIX 2**

**CARRINGTON JUNIOR SCHOOL**

**APPLICATION TO ENTER INTO A HIRE AGREEMENT FOR THE LETTING OF SCHOOL PREMISES**

Name of Applicant: .....

Address: .....

Telephone Number: ..... Email Address: .....

Name / Activity of Organisation: .....

Details of Premises / Facilities Required (Hall, Playground, Football Pitch etc): .....

Date(s) Required: .....

Start Time: ..... Finish Time: ..... (*allow time for your preparation and clearing up*)

Use of School Equipment (please specify): .....

Maximum Number of Participants:.....

***For activities involving participants under the age of 18***

Age Range of Participants: .....

Number of Supervising Adults:.....

Relevant Qualifications of Supervising Adults:.....

Have DBS checks been carried out? Please state when and by whom. Please list details

Continue overleaf if necessary.

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see *Terms and Conditions* for further details).

The Applicant confirms that arrangements are in place with reference to First Aid (see *Terms and Conditions* for further details).

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment (see *Terms and Conditions* for further details).

Applicant confirms that arrangements are in place with reference to COVID -19 requirements for health and safety and other relevant protocols minimizing risk through social distancing, hygiene and other measure in force as set out in Annexe 1.

The Applicant undertakes to comply with all the *Terms and Conditions of Hire of School Premises*.

Any other relevant information .....

**I confirm that I am over 18 years of age, and that the information provided on this form is correct**

Signed: .....

Date: .....

APPENDIX 2

CARRINGTON JUNIOR SCHOOL

4 Chapel Road, Flackwell Heath, High Wycombe, Bucks. HP10 9AA

Email: office@carringtonjs.co.uk Tel: 01628 521457

HIRE AGREEMENT

- 1. The School: The Governing Board of Carrington Junior School
- 2. The Hirer: .....  
 Address: .....  
 Telephone: .....
- 3. Areas of the School to be Used: .....
- 4. Specific Nature of Use: .....
- 5. Maximum Attendance: .....
- 6. Details of any School Equipment to be Used: .....
- 7. Date(s) of Hire: .....
- 8. Number of sessions: .....
- 9. Period(s) of Hire: .....
- 10. Fee (specify per hour or per session): £ .....
- Confirm if additional costs for caretaking/ cleaning are to be met: £ .....
- Total hire charge: £ .....
- 11. Caretaker/ Security arrangements .....
- 12. COVID- 19 risk management, health and safety, hygiene, social distancing and other measures in place
- 13. The Governing Board agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the Fee
- 14. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document and Annexe 1
- 15. The Hirer's attention is specifically drawn to **Emergency Procedures in School**, to the indemnities contained in the hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

**Signatures of hirer and on behalf of the Governing Board**

Signature of Hirer: .....

Date: .....

Signature of Headteacher: .....

Date: .....