



St White's Primary School

Lettings

Date of Review: September 2018

Date of Next Review: September 2020

Signed, Chair of Governors:

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Summary of Changes:

Date	Page/ Section	Text Added	Text Removed	Reason & approval
Feb 2017	Page 3 Background	From February 2017, lettings for outdoor areas including the MUGA, playgrounds and amphitheatre can be included for holiday clubs and will be considered for other events	Over time, the lettings may be extended to other parts of the school and its grounds	To allow for use of external areas. Approved by FGB Feb 2017

Background

In order to utilise the School's facilities at times when the School itself is not using them, the Governing Body have agreed that parts of the school buildings and grounds may be let to outside hirers before or after the end of the school day, at weekends and during the holidays.

Currently letting will be limited to the main hall area only, plus any facilities required by the let such as the disabled toilet and school car park. From February 2017, lettings for outdoor areas including the MUGA, playgrounds and amphitheatre can be included for holiday clubs and will be considered for other events.

It is envisaged that lettings will:

- Better integrate the school into the local community
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities which are of necessity under used by the School
- Raise income for the School

Intrinsically, parents may place a level of trust in outside activities which are taking place on the school premises. However, some activities outside school hours may not involve the school at all and therefore it is important therefore to try to ensure that those hiring the premises are competent and safe to do so.

Approval of Requests to Hire

The Headteacher will have the authority to approve requests to hire in normal circumstances. Governing Body approval will be needed where the letting is free of charge or subsidised (see the Charging Policy below).

Lettings are not permitted to any political or quasi-political groups or to any organisations where their objectives are known to be in breach of the School's policy on equality or equalities legislation in general. Alcohol, smoking, drugs & gambling are not appropriate activities on school premises.

The Headteacher and Governors reserve the right to refuse any application for the use of school premises and to refuse access to or remove anyone from the school premises and grounds during an actual letting.

Any members of school staff or governors having connection with a letting must formally declare this, and any declarations should be formally minuted at an appropriate Governor meeting.

All lettings, even those where the letting is free of charge, shall be subject to the school's standard Lettings Agreement which must be signed by the hirer and the Headteacher.

General Booking Conditions of Hire and Responsibilities of the Hirer

The hirer must provide the school with a named individual who the school can contact in the case of an emergency, and who will always be on the premises for the duration of the letting. During the period of the letting, the hirer's named individual will be responsible for following the conditions of booking (as per the letting agreement and any other agreed terms) and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School's Health & Safety Policy (a copy should be made available on request to the hirer) and any other instructions or guidance provided by the Headteacher. It will also be the named individual's responsibility to keep a register of those attending the event/activity, and ensure that School security is not compromised.

The School will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, and the location of appropriate fire exits, fire extinguishers, evacuation and fire collation points. It will be the named individual's responsibility to ensure that fire exits are not obstructed at any time during the letting.

As the School is a community building, it will be important to ensure that the hirer understands their responsibility to control noise levels and guest behaviour which must not offend other users or local residents.

Any setting up and clearing away time must be included within the hours booked. The start and finish times of the booking are the times that the hirer will be allowed to enter and be required to vacate the school premises.

No equipment will be included automatically as part of the letting. If a hirer wishes to use any equipment, this must be approved in advance as part of the letting agreement, and extra charges may be levied as appropriate.

Hall Capacity

The capacity for the main hall has been agreed as 150. It is essential that the school ensures that the hirer understands that this must not be exceeded.

If other areas of the school are agreed to be let, then the capacity of each area must be established and communicated to any hirer.

Cancellation Policy

Priority will be given to school events and activities, including those of the school's approved PTFA. At the beginning of each term, or before the agreement of any letting, the school's diary will be reviewed to ensure the availability of the venue. Terms and conditions in the letting agreement will give the school the right to cancel any let with not less than 2 weeks' notice. Where the school cancels a letting, the school will endeavour to agree an alternative date or dates with the hirer. Where this is not possible the school will refund the charges already paid for the hiring. Terms and conditions will stress that in the event of a cancellation where an alternative date cannot be agreed, the Governors shall not be liable for the payment of any compensation whatsoever.

Bookings three months in advance or block bookings will be only be made provisionally and the school will reserve the right for future cancellation.

If the hirer wishes to make a cancellation for an ad hoc booking, two week's notice must be given or the hirer will be liable to pay the full letting fee. For on-going block booking at least one half term's notice must be given that the hirer no longer wishes to continue with the letting. Failure to do this will result in one half term's fees being chargeable.

Safeguarding and Supervision of Children

Although not directly the responsibility of the school, it is recognised that the school's reputation could be affected by a safeguarding incident taking place while its premises are being let to a third party. Therefore, where services involve children/vulnerable adults without supervision of their parents/carers, the school will work with the hirer to ensure, as far as is possible, that safeguarding standards are high. Where such lettings are being proposed, the hirer will be asked to complete a Safeguarding Checklist which will be reviewed by the school's Safeguarding Officer.

The school will require the hirer to provide adequate supervision of any children on the premises at all times, including sufficient staff to handle an emergency. If such supervision is not provided, the school will consider the hirer to be in breach of the terms of the hire agreement.

First Aid

The school will ensure that the hirer understands that they are responsible for first aid, including ensuring the availability of a first aid box, and adequate appropriately trained staff.

Insurance

Whilst insurance cover for damage and theft occurring during a letting is the same as it would during usual school use, the school is responsible for ensuring that reasonable steps have been taken to safeguard valuable items during lettings. To that end, all areas not under hire must be secured when the hirer is on site, including locking all office doors and shutters.

The school must ensure that commercial organisations and formal bodies have their own public liability cover. The hirer must provide evidence to the Headteacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

If a letting is being made to an individual, then it is accepted that they may not have this kind of insurance cover. In these circumstances, the school's insurance policy (through GCC) extends to cover this liability, but the school, under the terms of this policy, must charge the hirer an additional 10% of the hire fee to cover this extension. A record of any such amounts collected must be maintained.

Charging Policy

The letting of the buildings and grounds is a means by which the school can enhance its budget. The school premises should not be let at a financial loss, as the delegated budget must not be used to subsidise non-school activities. It is recognised that some lettings can 'cross subsidise' other lettings by charging different amounts for different purposes.

All charges will be consistent (i.e. no two groups to be charged different prices for the same circumstances) and rates will be published and freely available. Charges will be reviewed on a six monthly basis and hirers will be given one half term's notice of any changes.

There will be three tiers of letting rates:

1. For commercial or profit making enterprises
2. Subsidised rates for Charitable organisations or recognised youth groups, eg the brownies, scouts etc
3. In exceptional circumstances 'free-of-charge' lettings can be made to what the Governors decide to be community/vulnerable groups.

The governing body must agree in writing, prior to the letting, those groups/individuals granted free or subsidised use.

For commercial/private organisations the rate will reflect the full costs of hiring including administration, premises, caretaking, wear and tear and utilities.

Where bookings are made for 10 sessions or more, a discount of 5% may be offered to reflect the reduced administration and collection costs with longer term bookings.

The school reserves the right to request a deposit from a hirer, based on its assessment of the nature and circumstances of the let. The size of the deposit will be agreed at the time of booking by the Headteacher.

Invoicing and Accounting for Lettings

Income should be collected in advance. For one off events, cash or cheques should be received at least 2 weeks in advance. This will allow cheques to be banked and cleared before the event takes place.

For block bookings, fees will be invoiced and should be paid half termly in advance. If payment is not in accordance with these terms, then the school will reserve the right to cancel the booking.

Receipts will be issued on payment and the receipt number will be noted on the invoice and hire agreement.

In general VAT is chargeable on lettings related to sports activities, but the letting of rooms for non-sporting activities are exempt. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school must record the VAT element of any income.

Site Supervisor's Letting Fee

The hire of education premises which requires attendance by a site supervisor who is employed at a community or voluntary controlled school will, in all cases, attract a Site Supervisor's Letting Fee. This will vary depending on whether the supervisor will be required to remain on site throughout the letting.

Protection of the Premises and School Property

To ensure adequate protection of the School premises and property the letting terms and conditions will include the following:

1. Premises will be let as they stand and no alterations or additions shall be made to the lighting, heating, fixtures and fittings or other without the prior authority of the headteacher.
2. All passageways, stairways and exits to which the hirers have access shall at all times be kept free from obstruction.

3. No smoking will be permitted anywhere on the premises or within the grounds of the school.
4. Posters or placards will not be permitted on the premises except on boards provided for the purpose and only with the permission of the Headteacher. No bolts, screws, nails or tacks shall be driven into any part of the premises, neither shall adhesive be used on the walls.
5. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought onto the school premises.
6. No footwear liable to damage the flooring may be used in the school buildings.
7. No equipment can be brought on to the site without the prior approval of the Headteacher, and electrical equipment will also require a PAT testing certificate.
8. The cooking facilities in the kitchen adjacent to the main hall do not belong to the school and must not be used under any circumstances. (The area must be secured by the Site Supervisor prior to any booking.)
9. Any costs for cleaning will be detailed in the letting agreement, and where such costs are not identified, responsibility for cleaning will be that of the hirer.

At the end of the let, the Site supervisor (or other responsible member of school staff) will ensure that all electrical appliances and lights are switched off and the school secured.

The terms of the letting agreement will state that the hirer will repay to the Governors on demand the costs of repairing or replacing any part of the accommodation or any property in or upon the premises which has been damaged, destroyed, stolen or removed during, before or after the period of the hire. Similarly any additional staff costs resulting from the above must be reimbursed on demand to the school when outside the normal terms of the letting.

Fire and Safety Precautions

The Site Supervisor will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, as well as the location of appropriate fire exits, fire extinguishers, evacuation and emergency drills to ensure the safe evacuation of the school building.

Before the use of the premises the Site Supervisor is responsible for ensuring that:

- a. Escape routes are unlocked and unobstructed internally and externally. All doors are easily and immediately operable from the inside.
- b. Any additional securing of those elements of the school premises which are not to be accessed by the hirer does not impact on the safe evacuation of the premises in the event of an emergency.
- c. Emergency lighting is working satisfactorily.
- d. Fire fighting equipment is available for immediate use.
- e. The hirer is familiar with the layout of the building and the fire escape routes.
- f. The set up of any equipment and/or seating allows sufficient space to enable safe exit in the event of a fire or emergency.

In the absence of the Headteacher, nominated deputy or site supervisor, the person in charge of the let will be responsible for contacting the fire brigade when the alarm sounds.

The hirer should have clear and adequate evacuation procedures set out in the event of the fire alarm sounding and drills should be carried out to practice these. Where parts of the school are hired to outside organisations for regular meetings, then it is also the responsibility of that organisation to also carry out a Fire Risk Assessment, in conjunction with the school. A copy must be given to the Governing Body.

The hirer will be responsible for ensuring compliance with any school provided risk assessments and where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities.

Indemnity

The Governors will require that hirers indemnify them against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which might occur before, during or after the period of hire, if in relation to or by reason of the hire. If any sports facilities are used or any sports equipment, the school will require the hirer to sign an additional indemnity form.

The hirer will be required to ensure that the premises shall not be used for any unlawful purposes and in every letting there will be implied on the part of the hirer, an undertaking to strictly observe all statutory provisions and regulations, and to act in accordance with the school's and Gloucestershire County Council's policies and procedures, where applicable. The hirer will be required to agreed to

indemnify the school, Council or any of its officers for any damages or penalties and costs which may be incurred in consequence of any breach or default in complying with these conditions.

The hirers will also be required to comply with copyright laws and indemnify the Governors for any claims and costs arising out of any infringement of copyright laws. Similarly if necessary, the hirer will be required, themselves, to apply to the appropriate licensing body (e.g. the Performing Rights Society) in the event of any relevant performance.

The publication or transmission of any visual or oral material will not be without the prior approval of the Headteacher.

Rights to Access the Premises

The Headteacher and other authorised members of staff shall retain the right to access the premises during the period of any let.

Breach of Conditions

Where the hirer is in breach of the letting agreement or any other agreed terms and conditions of the let, the school (via the Headteacher or other appointed representative) has the right to cancel the letting agreement with immediate effect. Such a termination shall not release the hirer from any of his obligations under the letting agreement or effect any right or remedy which the Governors may have under the agreement or otherwise. The school shall be entitled to retain any deposit made and to sue for any balance outstanding. In the event of such a cancellation, the school will not be liable for the payment of any compensation.

Where the hirer has a complaint the schools standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named individual; if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

Responsibility for Property

The school will make it clear in its terms and conditions that it is not responsible for goods, materials, clothing etc brought into or left in the building or anywhere on the grounds. Any cars parked on the school premises are at the owner's risk.

School Policies

The following Policies and documents will be made available to the Hirer on request:

- Health & Safety Policy
- School Complaints Policy,
- Equal Opportunities Policy
- Relevant Risk Assessments & Emergency Procedures (school & hirer)
- Fire Risk Assessment