



Amanda Hough
Headteacher

Letting and Community Use of School Policy
(Review at Finance & Resources Committee Meeting December 2018)

Policy Statement

The Governors and Head teacher of St Luke's Church of England School aim to ensure that opportunities will be taken to encourage community use of the school's facilities for educational, social, cultural and recreational activities. However the Governors and Headteacher reserve the right to decline any letting which is deemed inappropriate for the facility and/or compromise the security of the premises.

Unless there is a clearly perceived benefit to the pupils of the school from a particular use of the premises, then costs must be covered by the charge levied. These letting charges will be reviewed annually. Lettings should also be seen as a reasonable means of generating income for the school.

GENERAL PRINCIPLES

The governors delegate the day-to-day decision making to the Headteacher or his/her representative, who will arrange for the necessary accounting and administrative procedures in accordance with the ODST Financial Procedures for Academies in force at that time.

Any costs incurred through the letting of school premises outside of school hours should not represent a charge against the school's budget. All charges levied for the use of the school's facilities will therefore be calculated to include costs incurred for heating, lighting, water & sewerage, cleaning, wear and tear, use of equipment and any other caretaking (including on-costs). For any use of school premises other than for the school's own purposes, the governing body may require the presence of a named individual who will be responsible for safety on and security of the premises throughout the period of the letting and for half an hour before and after, and for whom payment may be included in the letting charge. Charges made for commercial lettings will reflect any variations in local market rates.

TYPES of LETTING

A) USE OF SCHOOL PREMISES BY MEMBERS OF STAFF, REPRESENTATIVES OF THE LA AND OTHERS CONNECTED WITH THE SCHOOL IN CONNECTION WITH EDUCATION OF PUPILS AT THE SCHOOL.

The school's premises will be made available at no charge for the following purposes:



Amanda Hough
Headteacher

- i. use of the school outside school hours for the educational requirements of the school which involve members of the teaching staff and pupils of the school, but not including private lessons for which a fee is paid.
- ii. use of the school outside school hours for clubs authorised by the Headteacher and conducted by the teaching staff for pupils at the school.
- iii. Where an external hirer is running a club for children attending the school, the hirer is responsible for ensuring that the children meet at a designated place straight after school and are supervised whilst getting changed. They are also responsible for ensuring that children are collected after the club. If any children are not collected the hirer will liaise with a member of the teaching staff.
- iv. When a new club starts, or at the start of the academic year, a member of the SLT will meet with the club leader for an induction session to include: Lettings Policy; Responsibilities for collection; Behaviour Policy; Safeguarding & Social Media Policy.
- v. The club leaders must adhere to the behaviour policy of St Luke's C of E School and must liaise with a teaching staff member.
- vi. meetings of the governing body, staff and governing committee meetings, including fundraising functions.
- vii. meetings outside school hours between representatives of the ODST (including staff of the school) and parents and/or staff to discuss matters relating to the activities of the ODST.

B) LETTINGS TO ODST / THE LOCAL AUTHORITY / THE CHURCH / VOLUNTARY GROUPS

Lettings under this heading will normally be charged at the actual cost incurred.

i. Youth and Community Service

The Youth and Community Service will determine the fee to be paid by the user group in accordance with its approved lettings charges. This will be paid to the school by the relevant organisation, with the Youth and Community Services paying the school for the difference between the fee and any costs that the school incurs.

ii. Hires by the Church

These will be at cost only unless the Governors have previously agreed to subsidise the costs.



Amanda Hough
Headteacher

iii. Other ODST / LA Use

The school will make available its premises to the ODST and local authorities as requested, subject to the limitations set out in the policy.

iv. Lettings to staff members

The School will not be let out for private function by the public. However, School staff may be allowed to hire the Hall for private usage at cost only, plus the appropriate insurance payment.

C) COMMERCIAL LETTINGS

Use of the school's premises by any organisation other than those listed above will be subject to an hourly charge calculated according to the category of usage. Hire prices are reviewed annually each year by Governors.

CONDITIONS ON COMMERCIAL USE OF PREMISES

- 1) The lettings booking form must be completed stating the areas of the school required for use. Areas not required for use on the booking form will not be available.
- 2) The school is unable to enter into any commercial letting arrangement to use all or part of the premises during school hours.
- 3) Hirers will have access up to half an hour before and half an hour after the time of the let for preparation and cleaning up. Outside that time, a further charge will be made.
- 4) The premises must be left suitable for school use. Failure to do this will incur a cleaning charge.
- 5) Any breakages or damages must be paid for.
- 6) Each letting will be taken on its own merit, but in principle, no smoking, alcohol and no live music are permitted on the premises under a letting arrangement.
- 7) Fixed outdoor play equipment is suitable only for use by children aged 11 and under only.
- 8) Animals, including family pets, may not be brought onto the school premises under any circumstances.
- 9) The school has the right to cancel any letting if these conditions are not met.

INSURANCE

Date of policy: January 2012

Reviewed: May 13, Sept 14, Oct 15, June 16, Oct 16, Oct 17

To be reviewed and adopted at Finance Mtg December 18

Next review: Dec 2019



Amanda Hough
Headteacher

All users from outside ODST must carry sufficient third party liability insurance which meets ODST's insurance requirements. Where the hirer fails to demonstrate that they hold sufficient insurance cover to satisfy the specified conditions, the school will levy an additional charge for insurance cover as laid down by the ODST and as set out in the terms of the contract document. Where hirers have their own insurance, a copy of the policy must be shown to the Headteacher or School Business Manager prior to the letting taking place and a copy kept in the lettings file.

PAYMENT

Regular lettings will be invoiced half termly and payment is required within seven days. For single event lettings, payment will be required at least fourteen days before the event is due to take place. At least three day's notice of cancellation is required otherwise hirers will be invoiced for the full hire charge. Items subject to VAT will be shown separately on invoices.

SAFEGUARDING INCLUDING PREVENTING TERRORISM AND RADICALISATION

For the safeguarding of children in the school, all hirers using the school site during school time have to observe the following procedures:

- To report to the School Office and sign the visitor book
- To wear a school visitor badge at all times
- No access to any part of the school without authorisation

The school's Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people. Hirers must ensure that DBS checks are in place in accordance with the school's Safeguarding policy.

The school will seek written assurance that the hirer has appropriate policies and procedures in regard to safeguarding children.

All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Headteacher and or Governors before approval is given.

The site controller or designated person on site will submit an incident report if they suspect that the letting or gathering has been used for political purposes not previously authorised by the Headteacher or Governing Body, the dissemination of inappropriate material or other purposes which could be reportable under the statutory Prevent duties or which contravene current legislation in any way.

CONDITIONS OF ACCEPTANCE

All lettings agreements will only be deemed to be accepted when the hirer has completed and returned the required contract form, together with any advance deposit requested.

Date of policy: January 2012

Reviewed: May 13, Sept 14, Oct 15, June 16, Oct 16, Oct 17

To be reviewed and adopted at Finance Mtg December 18

Next review: Dec 2019



Amanda Hough
Headteacher

LETTINGS CHARGES PER HOUR (up to)

- Hall (regular letting) £18.50
- Hall (other than regular letting) £50
- Classroom £12.50

REVIEW

This policy is subject to annual review by the Finance Committee annually or sooner in light of changes in insurance rates or Government safeguarding guidance.

The charge to the hirer might be waived if the letting is perceived to be of benefit to the pupils. The hirer may charge a fee to attend. This fee will be arranged in consultation with the school

This policy is linked to school safeguarding policies and procedures including:

- Safer recruitment guidance
- Visitors into School
- Critical Incident Policy
- Whistleblowing Policy
- Site Security

Other policies and procedures will be referenced and checked by school staff if required.

Amended November 2018 to add example ODST hire agreement and Building Briefing checklist

Date: 4th December 2018

Signed:

Next Date for Policy Review: December 2019

Signed:

Date:



Amanda Hough
Headteacher

STANDARD HIRE AGREEMENT

- One copy to be retained by St Luke's C of E School
- One copy to be returned to the hirer after approval
- One copy to be sent to ODST

Property Address		
Period of hire:		
Details of Room(s) required:		
Hirer – Organisation or name of hirer:		
Proof of identify	One form of photo ID is required Please provide details of what was provided and checked e.g. driving licence / passport	
Contact details:	Name: Address:	Tel (day) Tel (eve)
Details of use: Brief description of the event / purpose for the hire		
Charges: Hire charge Public liability Insurance Fee if applicable		
Total Hire Charge:		
Cheques made payable to:	St Luke's Church of England School	



St. Luke's Church of England School



'Cherish, Challenge, Aspire and Achieve'

Amanda Hough
Headteacher

<Hirer>

I have read, and will ensure observance by persons using the premises of, the School's conditions of hire. I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises are in good order at the end of each session.

I confirm that public liability insurance has been obtained in respect of both the hirer's liability to the public and their liability to the Academy under the terms of this hire with a limit of indemnity of at least £5,000,000.

Signed.....

Date.....

Name

Position held.....

<Establishment name>

I approve this hire on behalf of ODST / Governors of St Luke's Church of England School, and confirm that any necessary licence (alcohol / entertainment) and insurance cover are held.

Signed.....

Date.....

Name

Position held.....



Amanda Hough
Headteacher

Hiring of ODST Premises General Conditions

1. Oxford Diocesan Schools Trust (ODST) has a duty to ensure proper use of its premises.
2. Application for use of ODST premises must be made to the Head of the Establishment on the attached form and must be accompanied by the appropriate payments in advance of the date on which the premises are required. No booking will be confirmed unless payment is made in full at the time of the approved application. In case of certain regular booking, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved and is then not used, but payment so made may be credited towards subsequent periods of hire.
3. If there is a cleaner or caretaker, that person cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the school, any work arising from the use of the premises for purposes other than ODST/ school purposes. However, he/she is at liberty to contact specially with the promoters of entertainments, meetings etc. for the execution of work in connection with such activities, but upon the clear understanding that it forms no part of his/her employment by the school.
4. The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.
5. Alcohol may not normally be consumed on the school's premises, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for compliance with the licensing laws.
6. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain a necessary licence unless the establishment already owns an annual licence. Leisure and entertainment licence & liquor licence obtainable from RBWM.
7. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.
8. The user undertakes to ensure that all staff and volunteers providing or offering any service to children work to the standards outlines through the publication and guidance "Keeping Children Safe in Education" and are familiar with and agree to follow the expectations of both this guidance and the local area procedures produced through the school's local Safeguarding Policy.



Amanda Hough
Headteacher

9. If the accommodation is being hired for use with any group delivering a service to children or adults with care and support needs then ODST have the right to request sight of the User's child protection/ safeguarding policy and require the User to sign a separate declaration confirming that these policies and procedures will be followed in full.
10. The premises shall not be used for any purpose or event which does not uphold fundamental British values as defined with the Counter-Terrorism and Security Act 2015. The hirer will not seek to express or allow any individual in their organisation to express radical or extremist views.
11. The laying of any composition or other preparation on floors is prohibited.
12. No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.
13. The hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.
14. It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose.
15. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the school/ODST against all proceedings, actions, claims and demands which may be taken or made against the school/ ODST for any alleged infringement of any copyright.
16. Any piano must not be moved without the consent of the head of the establishment.
17. Smoking in the premises including the school grounds is prohibited.
18. No advertisements or publicity material promoting smoking shall be displayed on ODST premises. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case.
19. The hirer agrees to pay the additional fee (included in the total charge) for public liability insurance arranged by ODST, who undertake to effect policies of insurance providing the hirer



Amanda Hough
Headteacher

with indemnity for all sums up to a maximum of £5,000,000 which the hirer becomes legally liable to pay as compensation arising out of accidental bodily injury and/or illnesses to members of the public or accidental loss or damage caused to property, not owned by the hirer, which arising out of the use of premises. There is an excess payable by the hirer for each claim.

20. Where public liability insurances cover has not been arranged by ODST, the hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the school/ ODST under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the head of the establishment before the hire takes place.
21. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
22. This agreement shall be personal to the hirer who shall not be able to assign it to any other party.
23. No noise or nuisance shall be created during the period of hire which causes any unreasonable disturbance to the school's/ODST property or to any activities have been carried out there.
24. This agreement can be terminated by either party on one month's notice in writing to the other, or immediately by the school/ODST on written notice to the hirer by reason of any breach of this agreement without reimbursement of payments.



Amanda Hough
Headteacher

Building Hire Briefing Checklist

Intruder Alarm Code and contact details in the event of an issue	
Contact details venue:	
Contact details hirer:	
Fire alarm instructions given	
Evacuation procedure talked through	
Utility isolation points explained Water point Electricity point Gas point	
Opening up and locking procedure explained	
Keys provided	
First aid kit (duty of hirer)	
Risk assessments (hirers are responsible for their own risk assessments appropriate to the activities they are providing)	
Use of any equipment	
Equipment hirer can use	
Notifying of any health and safety issues (hirers should notify the venue of any health and safety issues and incidents that happen during the hire)	
Public Liability Insurance seen, minimum £5,000,000	

Please note that Hirers should be aware that they will not have access to a phone and will need to ensure that they are able to contact emergency services and appropriate contact if required.

ODST staff giving briefing:	Date
Hirer receiving briefing:	Date